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individually, and on behalf of Aggrieved Employees
pursuant to the California Private Attorneys General Act

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF HUMBOLDT

COLTON RAY, individually, and on behalf of
other Aggrieved Employees pursuant to the
California Private Attorneys General Act,

Plaintiff,

vs.

PAPÉ MACHINERY, INC.; THE PAPÉ
GROUP, INC.; and DOES 1 through 25,
inclusive,

Defendants.

Case No. CV2402126

Honorable Timothy Canning
Department 4

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT,
ATTORNEYS' FEES AND COSTS,
SERVICE AWARD, AND
SETTLEMENT ADMINISTRATION COSTS**

Date: April 20, 2026
Time: 10:30 a.m.
Department: 4

Complaint Filed: November 4, 2024
FAC Filed: March 11, 2026
Trial Date: Not Set

1 **[PROPOSED] ORDER AND JUDGMENT**

2 On April 20, 2026 at 10:30 a.m. in Department 4 of the above-entitled Court, located at the
3 Humboldt County Courthouse, 825 5th Street, Eureka, California 95501, Plaintiff Colton Ray's
4 ("Plaintiff") Motion for Approval of PAGA Settlement, Attorney's Fees and Costs, Service Award,
5 and Settlement Administration Costs ("**Motion**") came on for hearing before the Honorable Timothy
6 A. Canning. Blackstone Law, APC appeared on behalf of Plaintiff, and Littler Mendelson P.C.
7 appeared on behalf of Defendants Papé Machinery, Inc. and The Papé Group, Inc. (which includes
8 Papé Machinery, Inc.; Papé Material Handling, Inc.; Papé Trucks, Inc.; Papé D.W., Inc.; Papé Truck
9 Leasing, Inc.; and Papé Properties, Inc.) (collectively, "Defendants").

10 Plaintiff and Defendants (collectively, the "**Parties**") have executed the Private Attorneys
11 General Act Settlement Agreement and Release ("**Settlement**," "**Agreement**," or "**Settlement**
12 **Agreement**").

13 The Court, having carefully considered the papers, argument of counsel, and all matters
14 presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion.

15 **IT IS HEREBY ORDERED THAT:**

- 16 1. Plaintiff's Motion is granted in its entirety.
- 17 2. This Order and Judgment incorporates by reference the definitions in the Settlement
18 Agreement, and all capitalized terms defined therein shall have the same meaning in this Order and
19 Judgment as set forth in the Settlement Agreement.
- 20 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
21 Attorneys General Act (Cal. Labor Code § 2698, et seq.) ("**PAGA**"), including, but not limited to,
22 providing the California Labor and Workforce Development Agency ("**LWDA**") and Defendants with
23 notice of the specific provisions of the California Labor Code alleged to have been violated, including,
24 but not limited to, the facts and theories to support the alleged violations, in conformity with California
25 Labor Code § 2699.3(a).
- 26 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA
27 in conformity with California Labor Code § 2699(s)(2) and that the LWDA has not sought to intervene
28 or appear in the above-captioned action ("**Action**").

1 5. The individuals covered under the Settlement consist of the following: “All current and
2 former hourly-paid and/or non-exempt employees who worked for Defendants in the State of
3 California at any time during the PAGA Period” (“**Aggrieved Employees**”). The “PAGA Period” is
4 defined as the period from August 27, 2023 to March 15, 2025.

5 6. The Court finds that the Parties reached the Settlement as a result of arm’s-length
6 negotiations.

7 7. Pursuant to California Labor Code section 2699(s)(2), the Court has reviewed the sum
8 allocated for payment of penalties under PAGA (“**Net Settlement Amount**”), and determines that it
9 is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount, which
10 shall be the Gross Settlement Amount (\$1,289,000.00) less the approved Attorneys’ Fees and Costs,
11 Service Award, and Settlement Administration Costs to ILYM Group, Inc. (“**Settlement**
12 **Administrator**”). Sixty-five percent (65%) of the Net Settlement Amount shall be distributed to the
13 LWDA (“**LWDA Payment**”) and thirty-five percent (35%) of the Net Settlement Amount shall be
14 distributed to the Aggrieved Employees (“**Employees’ Portion**”) in accordance with this Order and
15 Judgment and the Settlement Agreement.

16 8. The Court has considered the Settlement, and the monetary allocations provided
17 thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the
18 Settlement Administrator to administer the Settlement and to make the payments as provided for by,
19 and consistent with, this Order and Judgment and the Settlement Agreement.

20 9. The Court approves the payment of \$451,150.00 to Plaintiff’s Counsel for attorneys’
21 fees, subject to Paragraph 3(a)(6) of the Settlement Agreement. This amount shall be paid from the
22 Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the
23 Settlement Agreement.

24 10. The Court approves the payment of \$25,839.06 to Plaintiff’s Counsel for
25 reimbursement of actual litigation costs and expenses incurred in this matter. This amount shall be
26 paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and
27 Judgment and the Settlement Agreement.

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11. The Court approves the payment in the amount of \$7,500.00 to Plaintiff for a Service Award. This amount shall be paid from the Gross Settlement Amount and shall be distributed in accordance with this Order and Judgment and the Settlement Agreement.

12. The Court approves payment in the amount of *up to* \$12,250.00 to the Settlement Administrator for the Settlement Administration Costs. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

13. The Court approves the cover letter ("**Cover Letter**"), attached hereto as **Exhibit 1**, and the Settlement Administrator shall distribute the Cover Letter in English and Spanish to Aggrieved Employees at the same time that it distributes Individual PAGA Payment checks to the Aggrieved Employees.

14. No later than seven (7) calendar days after this Order, Defendants will provide the Settlement Administrator with a list of all Aggrieved Employees containing each Aggrieved Employee's (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) Social Security number; and (v) dates worked during the PAGA Period (collectively, "**Aggrieved Employees List**").

15. Within fourteen (14) calendar days of the Effective Date ("**Effective Date**" is defined as "(a) the last date to appeal the Order and Judgment by the Court and no appeal is filed; or (b) if an appeal is filed, reviewed, or writ is sought from the Order and Judgment, the day after the Order and Judgment is affirmed or the appeal, review, or writ is dismissed or denied, and the Order and Judgment is no longer subject to further judicial review."), Defendants will transmit the Gross Settlement Amount to a qualified settlement account established by the Settlement Administrator.

16. No later than seven (7) calendar days after the Settlement Administrator receives the Aggrieved Employees List and Gross Settlement Amount, the Settlement Administrator will distribute the Individual PAGA Payments, the LWDA Payment, the Service Award, the Settlement Administration Costs, and the Attorneys' Fees and Costs.

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1 17. Each Individual PAGA Payment check will be valid and negotiable for one hundred
2 and eighty (180) calendar days from the date the checks are issued, and thereafter, will be canceled.
3 Any funds associated with such canceled checks will be distributed by the Settlement Administrator
4 to the State Controller's Office Unclaimed Property Division in the name of the Aggrieved
5 Employee(s) at issue and in the amount of their respective Individual PAGA Payment(s).

6 18. If the actual number of Pay Periods is more than ten percent (10%) above 48,075 (i.e.,
7 is greater than 52,883 Pay Periods), the Defendants shall have the option to either: (1) proportionally
8 increase the Gross Settlement Amount according to the following formula: Total Number of Pay
9 Periods divided by 52,883 multiplied by the Gross Settlement Amount; or (2) shorten the PAGA
10 Period to the date at which the Pay Periods reach 48,075.

11 19. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.

12 20. Upon the date of this Order and full funding of the Gross Settlement Amount, Plaintiff,
13 the Aggrieved Employees, and the State of California with respect to Aggrieved Employees, will be
14 deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged
15 Defendants Papé Machinery, Inc. and The Papé Group, Inc. (which includes Papé Machinery, Inc.;
16 Papé Material Handling, Inc.; Papé Trucks, Inc.; Papé D.W., Inc.; Papé Truck Leasing, Inc.; and Papé
17 Properties, Inc.), and each of their parents, subsidiaries, affiliates, shareholders, members, agents,
18 predecessors, successors, and assigns (collectively, the "Released Parties") from any and all claims
19 arising from any of the factual allegations in the Operative Complaint and PAGA Notice, arising during
20 the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor
21 Code sections 2698 *et seq.*, for Defendants' alleged failure to pay overtime and minimum wages,
22 provide compliant meal and rest periods and associated premium payments, timely pay wages during
23 employment and upon termination, provide complaint wage statements, maintain complete and
24 accurate payroll records, and reimburse necessary business-related expenses in violation of/seeking
25 penalties under California Labor Code sections 201, 202, 203, 204, 210, 226, 226(a), 226.3, 226.7,
26 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802, and the
27 applicable Industrial Welfare Commission Wage Orders (collectively, "Released Claims").

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21. Upon the date of this Order and full funding of the Gross Settlement Amount, Plaintiff, individually and on his own behalf, will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from any and all claims of every nature whatsoever, known or unknown, suspected or unsuspected, asserted or unasserted, which Plaintiff has or may have as of the date of execution of the Settlement Agreement, including but not limited to any and all claims arising out of, relating to, or resulting from Plaintiff's employment and/or separation of employment with Defendants. With respect to those claims released by Plaintiff in his individual capacity, Plaintiff acknowledges and waives any and all rights and benefits available under California Civil Code Section 1542, which provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.

Plaintiff understands and agrees that claims or facts in addition to or different from those which are now known or believed by him to exist may hereafter be discovered. It is Plaintiff's intention to, upon the date of this Order and full funding of the Gross Settlement Amount, settle fully and release all claims Plaintiff now has against the Released Parties, whether known or unknown, suspected or unsuspected. Notwithstanding the above, the general release by Plaintiff shall not extend to claims for workers' compensation benefits, claims for unemployment benefits, or other claims that may not be released by law.

22. No individualized notice of this Order and Judgment is required to be provided to the Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online system established for the filing of notices and documents, in conformity with California Labor Code § 2699(1)(3).

23. A Compliance Hearing is set for _____ at _____ in Department 4 located at the Humboldt County Courthouse, 825 5th Street, Eureka, California 95501. A declaration regarding the status of the distribution of the settlement funds is due to be filed no later than _____.

IT IS SO ORDERED.

Dated: _____

Honorable Timothy A. Canning
Judge of the Superior Court

EXHIBIT 1

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>><<State>><<Zip>>

Re: Settlement Payment from *Ray v. Papé Machinery, Inc., et al.*,
Humboldt County Superior Court Case No. CV2402126

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual PAGA Payment”). This check is your payment from the settlement in the lawsuit entitled *Ray v. Papé Machinery, Inc., et al.*, Humboldt County Superior Court Case No. CV2402126 (“Action”).

The lawsuit was filed on November 4, 2024 and amended on March 11, 2026 by Colton Ray (“Plaintiff”) against his former employers Papé Machinery, Inc. and The Papé Group, Inc. (which includes Papé Machinery, Inc.; Papé Material Handling, Inc.; Papé Trucks, Inc.; Papé D.W., Inc.; Papé Truck Leasing, Inc.; and Papé Properties, Inc.) (together, “Defendants”), on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to initiating the lawsuit, on August 27, 2024 and November 4, 2025, Plaintiff submitted letters to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendants’ alleged violations of the California Labor Code and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-1047759-24 (together, the “PAGA Notice”).

Defendants deny all of Plaintiff’s allegations and deny any wrongdoing of any kind associated with Plaintiff’s allegations. A settlement was reached between Plaintiff and Defendants.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid and/or non-exempt employees who worked for Defendants in the State of California at any time during the PAGA Period (“Aggrieved Employees”). The period August 27, 2023 to March 15, 2025 is the “PAGA Period.”

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendants in California during the PAGA Period. The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of Court’s order granting approval of the Settlement Agreement and full funding of the Gross Settlement Amount>>, the Released Parties were fully, finally, and forever released, settled, compromised, relinquished, and discharged from the Released Claims.

“Released Parties” means Defendants Papé Material Handling, Inc. and The Papé Group, Inc. (which includes Papé Machinery, Inc.; Papé Material Handling, Inc.; Papé Trucks, Inc.; Papé D.W., Inc.; Papé Truck Leasing, Inc.; and Papé Properties, Inc.), and each of their parents, subsidiaries, affiliates, shareholders, members, agents, predecessors, successors, and assigns.

COVER LETTER

“Released Claims” means any and all claims arising from any of the factual allegations in the Operative Complaint and PAGA Notice, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, for Defendants’ alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and associated premium payments, timely pay wages during employment and upon termination, provide complaint wage statements, maintain complete and accurate payroll records, and reimburse necessary business-related expenses in violation of/seeking penalties under California Labor Code sections 201, 202, 203, 204, 210, 226, 226(a), 226.3, 226.7, 510, 512(a), 558, 1174(d), 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders.

The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your Individual PAGA Payment.

Do not call or write the Court, Office of the Clerk of the Court, Defendants, or Defendants’ counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [Settlement Administrator] at [toll-free phone number].