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Attorneys for Plaintiff JESUS YEPEZ ANDRADE,
on behalf of himself and current and former aggrieved employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

JESUS YEPEZ ANDRADE, on behalf of himself
and others similarly situated,

Plaintiff,

vs.

GOLDEN STATE ENGINEERING, INC.; and
DOES 1 to 100, inclusive,

Defendants.

Case No.: 24STCV27913

PAGA ACTION

*[Assigned for all purposes to the Honorable
Nicholas F. Daum, Dept. 47]*

**[REVISED PROPOSED] ORDER
GRANTING PLAINTIFF'S RENEWED
MOTION FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT
SETTLEMENT AND JUDGMENT
THEREON**

*[Filed in relation to the Notice of Motion and
Renewed Motion for Approval of Private
Attorneys General Act Settlement; Declaration
of Eve Howe in Support Thereof, and
concurrently with Plaintiff's Supplemental
Declaration in Support of Motion for Approval
of Private Attorneys General Act Settlement]*

Hearing Information:

Date: February 2, 2026

Time: 9:00 a.m.

Dept.: 47

1 The Court, having reviewed and considered Plaintiff JESUS YEPEZ ANDRADE's,
2 ("Plaintiff's") Renewed Motion for Approval of Private Attorneys General Act ("PAGA") Settlement
3 and all documents submitted in support of the motion, **HEREBY ORDERS AND ENTERS**
4 **JUDGMENT AS FOLLOWS:**

5 1. The Court hereby grants Plaintiff's Renewed Motion for Approval of PAGA
6 Settlement. For purposes of this Final Order and Judgment ("Order"), the Court adopts all defined
7 terms as used in the Amended Settlement Agreement. A copy of the Amended Settlement Agreement
8 is attached as **Exhibit 1** to the Supplemental Declaration in Support of Plaintiff's Renewed Motion
9 for Approval of PAGA Settlement and is made part of this Order.

10 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
11 Aggrieved Employees, and Defendant. The Aggrieved Employees consist of all current and former
12 hourly non-exempt employees who worked in California for Defendant at any time from August 19,
13 2023 through May 29, 2025 (the "PAGA Period").

14 3. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"), Labor
15 Code section 2699, *et seq.*, the Court approves the Settlement and finds that it is fair and reasonable
16 and provides genuine and meaningful relief consistent with the underlying purpose of PAGA to
17 benefit the public.

18 4. The Court finds that notice of the Settlement was provided to the Labor and Workforce
19 Development Agency ("LWDA"), as required by Labor Code § 2699(1)(2). The Court finds the
20 LWDA has not objected to, and is therefore deemed to have approved, the terms of the Settlement
21 Agreement.

22 5. The Court approves the terms set forth in the Settlement Agreement and finds that the
23 Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the Parties to
24 effectuate the Settlement Agreement according to its terms. The Court finds that the Settlement
25 Agreement has been reached as a result of informed and non-collusive arm's-length negotiations.
26 The Court further finds that the Parties were able to reasonably evaluate their respective positions.
27 The Court also finds that settlement now will avoid additional and potentially substantial litigation
28 costs, as well as delay and risks if the Parties were to continue to litigate the case.

1 6. The Settlement Agreement is not an admission by Defendant or by any other of the
2 Released Parties, nor is this Order a finding of the validity of any allegations or of any wrongdoing
3 by any Defendant or any other Released Parties. Neither this Order, the Settlement Agreement, nor
4 any document referred to herein, nor any action taken to carry out the Settlement Agreement, may be
5 construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or
6 liability whatsoever by or against Defendant or any of the other Released Parties.

7 7. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to
8 the Administrator no later than fourteen (14) days after the date of this Order.

9 8. The entire Net Settlement Amount (the remainder of the Settlement Amount after
10 deducting Plaintiff's counsel's fees (\$157,500.00), costs (\$18,610.81), Plaintiff's enhancement
11 payment (\$2,500.00), and the costs of administration (\$4,590.00) from the \$450,000.00 Settlement
12 Sum) shall be allocated for payment of civil penalties and shall be distributed 65% (\$173,419.47) to
13 the LWDA and 35% (\$93,379.72) to the Aggrieved Employees.

14 9. The Net Settlement Amount shall be distributed to Aggrieved Employees pro rata
15 based on the number of pay periods worked by each Aggrieved Employee for Defendant during the
16 PAGA Period, according to the terms of the Settlement Agreement.

17 10. To the extent that there is any remainder in the Net Settlement Amount, such remainder
18 shall be distributed to Aggrieved Employees pro rata based on the number of pay periods worked by
19 each Aggrieved Employee for Defendant during the PAGA Period.

20 11. The Settlement Administrator shall distribute funds pursuant to the procedure
21 described in the Settlement Agreement.

22 12. The Court hereby confirms Lavi & Ebrahimian, LLP as PAGA Counsel.

23 13. The Court hereby confirms Apex Class Action Administration as the Settlement
24 Administrator and confirms that costs in the amount of no more than \$4,590.00 for administration of
25 the settlement are reasonable.

26 14. The Court hereby awards to PAGA Counsel attorneys' fees equal to 35% of the Gross
27 Settlement Amount (\$157,500.00) and costs equal to \$18,610.81. The payment of fees and costs to
28 PAGA Counsel shall be made in accordance with the terms of the Settlement.

1 15. The Court hereby awards an Enhancement Award of \$2,500.00 to the named Plaintiff
2 in recognition of his efforts on behalf of all Aggrieved Employees.

3 16. All settlement checks will remain valid for 180 days. Those funds represented by un-
4 cashed checks which remain outstanding 180 days after mailing of the Settlement checks by the
5 Settlement Administrator will be voided. The Administrator will cancel all the checks not cashed by
6 the void date.

7 17. The Court further orders, adjudges and decrees that upon Approval by the Court of
8 this Settlement and Defendant's full funding of the entire Gross Settlement Amount, all current and
9 former aggrieved employees will release all PAGA claims alleged in the operative complaint in the
10 Action (the "Operative Complaint") and in the relevant LWDA notice letter , including PAGA claims
11 seeking civil penalties premised upon: (1) failure to pay minimum wages, (2) failure to pay overtime
12 wages, (3) failure to provide meal periods, (4) failure to provide rest breaks, (5) failure to timely pay
13 earned wages during employment, (6) secret payment of lower wages, (7) failure to provide accurate
14 itemized wage statements, (8) failure to timely pay all earned wage at time of separation, and (9) all
15 other claims for civil penalties recoverable under the Private Attorneys General Act, Labor Code §§
16 2698 et seq. based on the facts alleged in the LWDA notice letters and the Operative Complaint (the
17 "PAGA Released Claims"). The time period governing the PAGA Released Claims shall be the PAGA
18 Period. The PAGA Released Claims do not release any Aggrieved Employees' claims for wages or
19 statutory penalties.

20 18. The Settlement Administrator shall file a final report by May 4, 2026, indicating the
21 total amount paid to the LWDA and the Aggrieved Employees and confirming that uncashed funds
22 have been distributed.

23 19. Pursuant to Code of Civil Procedure section 664.6, the Court shall retain jurisdiction
24 with respect to the interpretation, implementation, and enforcement of the Settlement and all order
25 and judgment entered in connection therewith.

26 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

27 1. Final judgment is hereby entered in this case in accordance with the terms of the
28 Settlement Agreement and this Order. This Judgment is intended to be a final disposition of this

1 action in its entirety and is immediately appealable.

2 2. The Parties shall bear their own costs and attorneys' fees except as otherwise provided
3 by the Settlement Agreement and this Order.

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Dated: 02/02/2026 _____

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Hon. Nicholas F. Daum,
Los Angeles County Superior Court Judge