

1 D. LUKE CLAPP, SBN 306040
luke@protectionlawgroup.com
2 KIRYL KARPIUK, SBN 359697
kiryl@protectionlawgroup.com
3 **PROTECTION LAW GROUP, LLP**
149 Sheldon Street
4 El Segundo, California 90245
Telephone: (424) 290-3095
5 Facsimile: (866) 264-7880

6 *Attorneys for Plaintiff*
JOSE ARTURO MACIAS MARTINEZ

7
8
9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF ALAMEDA**

11 JOSE ARTURO MACIAS MARTINEZ, as a
12 Private Attorney General,

13
14 Plaintiff,

15 vs.

16 AQUA GUNITE, INC, a California
17 corporation; and DOES 1 through 50,
18 inclusive,

19 Defendant.
20
21
22
23
24
25
26
27
28

Case No.: 24CV095682

**NOTICE OF ENTRY OF AMENDED
ORDER APPROVING PAGA
SETTLEMENT AND ENTERING
JUDGMENT**

Hearing Date: March 19, 2026
Hearing Time: 3:00 p.m.
Department: 20

Complaint Filed: October 15, 2024
Trial Date: None set.

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on March 19, 2026, the Honorable Karin Schwartz, in
3 Department 20 of the above-entitled Court, located at 1225 Fallon Street, Oakland, CA 94612,
4 executed the Amended Order Approving PAGA Settlement and Entering Judgment. Attached
5 hereto as **Exhibit A** is a true and correct copy of the Amended Order Approving PAGA Settlement
6 and Entering Judgment which was executed and filed on March 19, 2026.

7
8 Dated: March 19, 2026

PROTECTION LAW GROUP, LLP

9
10 By: 
11 D. Luke Clapp, Esq.
12 Kiryl Karpiuk, Esq.
13 *Attorneys for Plaintiff*

Exhibit A

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

CARLOS JIMENEZ, SBN 227534
carlos@protectionlawgroup.com
D. LUKE CLAPP, SBN 306040
luke@protectionlawgroup.com
KIRYL KARPIUK, SBN 359697
kiryl@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

Attorneys for Plaintiff
JOSE ARTURO MACIAS MARTINEZ

FILED
Superior Court of California
County of Alameda
03/19/2026
Clad Fluke, Executive Officer/Clerk of the Court
By: *D. Kinney* Deputy
D. Kinney

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

JOSE ARTURO MACIAS MARTINEZ, as a
Private Attorney General,

Plaintiff,

vs.

AQUA GUNITE, INC, a California
corporation; and DOES 1 through 50,
inclusive,

Defendant.

Case No.: 24CV095682

~~PROPOSED~~ ORDER
APPROVING PAGA SETTLEMENT AND
ENTERING JUDGMENT

Hearing Date: March 19, 2026
Hearing Time: 3:00 p.m.
Department: 20

Complaint Filed: October 15, 2024
Trial Date: None set.

1 Having reviewed and considered Plaintiff JOSE ARTURO MACIAS MARTINEZ's
2 ("Plaintiff") Motion for Order Approving Settlement Pursuant to California Labor Code Private
3 Attorneys General Act and Entering Judgment, and good cause appearing for the same, it is hereby
4 **ORDERED, ADJUDGED, and DECREED:**

5 1. The Court hereby approves the Private Attorneys General Act Settlement Agreement
6 and Release attached as Exhibit 2 to the Declaration of Carlos Jimenez, as modified by the First and
7 Second Amendment to Stipulation of Settlement of PAGA Action and Release of PAGA Claims
8 ("Settlement Agreement" or "Settlement") as a fair, reasonable, and adequate resolution of the
9 PAGA claims alleged in the Action.

10 2. The Settlement Agreement is hereby deemed incorporated herein as if expressly set
11 forth. Final judgment is hereby entered in conformity with the Settlement. All terms used herein
12 shall have the same meaning as defined in the Settlement Agreement except as otherwise set forth
13 in this order.

14 3. This Court has jurisdiction over the subject matter of this Action, and over all Parties
15 to this Action, including Plaintiff, the State of California, and all "PAGA Settlement Members."

16 4. The Court designates Apex Class Action, LLC ("Apex") as the third-party Settlement
17 Administrator for mailing the PAGA Settlement Members' explanatory letters, calculating the
18 payments to the PAGA Settlement Members, distributing the settlement payments approved by the
19 Court from the Total Settlement Payment, and other duties set forth in the Settlement. Pursuant to
20 the terms of the Settlement, Defendant shall deposit with the Settlement Administrator the Total
21 Settlement Payment of Two Hundred and Seventy-Five Thousand Dollars (\$275,000.00) within 21
22 days of the Effective Date and shall provide to the Settlement Administrator a list of the PAGA
23 Settlement Members that identifies for each PAGA Settlement Member their full name, social
24 security number, last known address, and the number of pay periods for each PAGA Settlement
25 Member during the PAGA Period.

26 5. Within fourteen (14) days after receipt of the list of PAGA Settlement Members from
27 Defendant the Settlement Administrator shall distribute the Total Settlement Payment of Two
28 Hundred and Seventy-Five Thousand Dollars (\$275,000.00) as provided in the Settlement
Agreement and set forth below:

- 1 a. Eighty-Two Thousand Five Hundred Dollars (\$82,500.00) to Plaintiff's Counsel for
2 attorneys' fees and attorneys' costs in the amount of Two Thousand Four Hundred
3 and Thirty-One Dollars and Thirty-Four Cents (\$2,431.34), from the Total
4 Settlement Payment as final payment for and complete satisfaction of any and all
5 attorneys' fees and costs incurred by and/or owed to Plaintiff's Counsel related to
6 the Action. Ten Percent (10%) of the attorneys' fees awarded (\$8,250.00) shall be
7 withheld by the Settlement Administrator pending the compliance hearing;
- 8 b. Seven Thousand Five Hundred Dollars (\$7,500.00) to Plaintiff Jose Arturo Macias
9 Martinez from the Total Settlement Payment, to compensate him for his services in
10 prosecuting the Action and performing work in support of the Action;
- 11 c. Four Thousand Five Hundred Dollars (\$4,500.00) to the Settlement Administrator,
12 Apex Class Action, LLC, from the Total Settlement Payment for administration
13 expenses incurred by the Settlement Administrator; and
- 14 d. After deducting the attorney's fees and costs, Plaintiff's enhancement payment, and
15 the payment to the settlement administrator, the remaining Net Settlement Amount
16 shall be distributed to the California Labor and Workforce Development Agency
17 ("LWDA") and the PAGA Settlement Members. 65% of the Net Settlement Amount
18 shall be distributed to the LWDA. 35% of the Net Settlement Amount shall be
19 distributed to the PAGA Settlement Members on a pro rata basis based on the number
20 of Pay Periods worked by each PAGA Settlement Member during the PAGA Period.
21 The Settlement Administrator shall mail each PAGA Settlement Member their
22 Individual Payment check along with the explanatory letter attached to the
23 Declaration of Carlos Jimenez as Exhibit 4.

24 7. All checks to the PAGA Settlement Members shall remain valid and negotiable for
25 180 days from the date of their issuance to the PAGA Settlement Members. If any checks are not
26 cashed within 180 days of mailing, those funds shall be transmitted by the Settlement Administrator
27 to Alameda County Court Appointed Special Advocates (ACCASA) following receipt of the
28 Amended Judgment in this matter.

8. Upon the date of entry of this order, the LWDA and PAGA Settlement Members,

1 including Plaintiff, fully release and forever discharge Defendant and all of its present and former
2 parent companies, subsidiaries, affiliates, related companies and joint ventures and all of their
3 present and former owners, officers, directors, employees, agents, servants, registered
4 representatives attorneys, insurers, successors and assigns, and any other persons acting by through,
5 under or in concert with any of them (the “Released Parties”) from any and all claims for the
6 recovery of civil penalties that were alleged, or reasonably could have been alleged, based on the
7 facts stated in the Operative complaint and the August 9, 2024 Notice submitted by Plaintiff to the
8 LWDA, bearing No. 23 LWDA-CM-1044572-24, whether known or unknown, to recover civil
9 penalties pursuant to PAGA for any alleged violations of California Labor Code sections, claims,
10 and theories expressly pleaded or that could have been pled in the Action, including, but not limited
11 to, penalties that could have been awarded pursuant to Labor Code sections 201, 202, 203, 204,
12 210,226, 226(a) 226.3, 226.7, 510, 512, 512(a), 558, 1174(d), 1194, 1197, 1197.1, 1198, 2699,
13 2699.5, 2800, and 2802. (the “Released Claims”) The release of the “Released Claims” is explicitly
14 limited to those claims that arose between August 9, 2023, and February 12, 2025. Further this
15 release does not release any individual’s non-PAGA claims, except for Plaintiff as detailed below.

16 9. Upon the date of entry of this order, in addition to the release for penalties arising
17 under PAGA, Plaintiff Jose Arturo Macias Martinez, on behalf of himself only along with his spouse
18 heirs and assigns, shall fully and finally release the Released Parties from any and all charges,
19 complaints, claims, liabilities, obligations, promises agreements, controversies, damages, actions,
20 causes of action, suits, rights, demands, costs, losses debts, penalties and expenses of any nature and
21 description whatsoever, known or unknown suspected or unsuspected, asserted or that might have
22 been asserted, whether in tort, contract equity, or otherwise, arising out of Plaintiffs employment
23 with Defendant, payment of wage during that employment and the cessation of that employment
24 and/or violation of any federal, state, or local statute, rule, ordinance or regulation. Such claims
25 include but are not limited to any and all Released Claims and termination thereof, California Civil
26 Code, to include §§3287, 3336 and 3294; 12 CCR §11040; 8 CCR§ 11060; California Code of Civil
27 Procedure §1021.5; California common law of contract; 29 CFR § 778.223; and 29 CFR §778.315;
28 federal common law and, to the extent permitted by law, the Employee Retirement Income Security
Act, 29 U.S.C. §§ 1001, et seq. (ERISA) §778.315; and federal common Jaw. In addition, Plaintiffs

1 General Release include but is not limited to, all claims asserted in his Individual Action and all
2 claims for lost wages and benefits, emotional distress, retaliation, restitution, penalties, punitive
3 damages, and attorneys' fees and costs (except those provided by this Settlement Agreement) arising
4 under federal, state or local laws for discrimination, harassment, retaliation, and wrongful
5 termination, such as, by way of example only, (as amended) 42 U.S.C. § 1981, Title VII of the Civil
6 Rights Act of 1964, the Americans with Disabilities Act (ADA), the Family Medical Leave Act, the
7 Age Discrimination in Employment Act (ADEA), the California Civil Code, the California
8 Government Code, the California Family Rights Act, the California Labor Code, the California
9 Unequal Pay Act, the California Business & Professions Code, and the California Fair Employment
10 and Housing Act (FEHA); and the law of contract and tort. This release excludes the release of
11 claims not permitted by law. Plaintiffs General Release include all claims, whether known or
12 unknown. Even if Plaintiff discovers facts in addition to or different from those they now know or
13 believe to be true with respect to the subject matter of Plaintiff's General Release, those claims will
14 remain released and forever barred. Plaintiff expressly releases claims that were raised, or that
15 reasonably could have been raised, under the applicable Wage Order and California Labor Code,
16 including but not limited to, sections 200-204, 210, 218.5, 221, 223, 224, 226, 226.3, 226.7, 227.3,
17 500, 510, 512, 516, 558, 1174, 1182.12, 1194, 1197, 1197, 1198, 2810.5, 2802, and 2698, *et seq.*,
18 California Civil Code section 1021.5 and the California Business & Professions Code section 17200,
19 *et seq.* The Parties agree that there is a good faith dispute regarding any wages or reimbursement of
20 business expenses allegedly owned by Defendant to Plaintiff, and the sums Plaintiff receive pursuant
21 to this Settlement is sufficient consideration for the voluntary release of any such claims.

21 10. The Court finds that Plaintiff gave notice to the California Labor Workforce and
22 Development Agency ("LWDA") and to Defendant of his intention to pursue claims for civil
23 penalties under PAGA arising out of the facts and legal theories alleged in the Complaint, that the
24 LWDA did not give notice that it intended to investigate these claims within 65 days of receiving
25 Plaintiff's notice, and that Plaintiff is therefore authorized to pursue these claims on behalf of the
26 LWDA. The Court further finds that Plaintiff gave notice of this proposed settlement of those claims
27 under PAGA to the LWDA in accordance with Labor Code section 2699(1)(2), and that the LWDA
28 has not expressed any objection to the proposed settlement. Accordingly, this Judgment also bars

1 the LWDA, or any other agency of the State of California, or any person acting on its behalf, from
2 collecting any penalties due to any of them, or any unpaid wages due to PAGA Settlement Members,
3 to the extent those penalties or unpaid wages arise out of the Released Claims or the facts giving
4 rise to those claims. *Arias v. Super. Ct.*, 46 Cal.4th 969, 985-86 (2009).

5 11. Plaintiff's Counsel are directed to submit a copy of this Order and Judgment to the
6 California Labor and Workforce Development Agency within ten (10) days of entry of the
7 Judgment.

8 12. The Court sets a compliance hearing date regarding the distribution of the settlement
9 funds for 10/15/26, at 3 ~~a.m.~~/p.m. Plaintiff's Counsel is directed to file a
10 compliance statement with the Court one week prior to the hearing.

11 13. Without affecting the finality of this Order and Judgment, the Court shall retain
12 continuing jurisdiction over this Action and the Parties, and over all matters pertaining to the
13 implementation and enforcement of the terms of the Settlement Agreement pursuant to the Civil
14 Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies
15 arising with or with respect to the interpretation, enforcement, or implementation of the Settlement
16 Agreement shall be presented to the Court for resolution.

17 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

18
19
20 DATED: 03/19/2026



JUDGE OF THE SUPERIOR COURT

21 4898-7260-7120.1 / 126524.1001

Karin Schwartz / Judge

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 03/19/2026
PLAINTIFF/PETITIONER: JOSE ARTURO MACIAS MARTINEZ, as a Private Attorney General	Chad Finke, Executive Officer / Clerk of the Court By: <u>D. Kinney</u> Deputy
DEFENDANT/RESPONDENT: AQUA GUNITE, INC, a California corporation	D. Kinney
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 24CV095682

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order AMENDED [PROPOSED] ORDER APPROVING PAGA SETTLEMENT AND ENTERING JUDGMENT entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

Alvin Arceo
Littler Mendelson PC
aarceo@littler.com

Carlos Jimenez
PROTECTION LAW GROUP, LLP
carlos@protectionlawgroup.com

Dated: 03/19/2026

Chad Finke, Executive Officer / Clerk of the Court

By:

D. Kinney

D. Kinney, Deputy Clerk