Roman Otkupman, CSBN 249423
Roman@OLFLA.com
Nidah Farishta, CSBN 312360
Nidah@OLFLA.com
OTKUPMAN LAW FIRM, A LAW CORPORATION
5743 Corsa Ave., Suite 123,
Westlake Village, CA 91362
Telephone: (818) 293-5623
Facsimile: (888) 850-1310

Attorneys for Plaintiff,
Robert Houston Jr., on behalf of himself and all others similarly situated, and on behalf of the general public,

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF KERN

ROBERT HOUSTON JR., on behalf of himself and all others similarly situated, and on behalf of the general public, Plaintiff, vs. POWER MACHINERY CENTER, a California Corporation, and DOES 1 through 10, inclusive, Defendants.	CASE NO.: BCV-24-104326 **[PROPOSED] ORDER AND JUDGMENT**

[PROPOSED] ORDER AND JUDGMENT

Having considered the Parties' PAGA Settlement Agreement (the "Settlement") between Plaintiff Robert Houston Jr. ("Plaintiff") and Defendant Power Machinery Center ("Defendant") (together, the "Parties"), the documents and evidence in support thereof; and recognizing the disputed factual and legal issues involved in this case, the risks of further prosecution, the substantial benefits to be received by Plaintiff, the State of California, and the Aggrieved Employees pursuant to the Settlement; and the fair, reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length negotiations between the Parties, the Court hereby makes a final ruling that the Settlement is approved pursuant to Labor Code section 2699(l). Good cause appearing therefore, the Court hereby GRANTS Approval of the Settlement of Claims under the Private Attorneys General Act between Plaintiff and Defendant and ORDERS as follows:

1. The "Aggrieved Employees" shall be defined as all current and former non-exempt employees of Defendant who worked for Defendant in California at any time during the PAGA Period (October 9, 2023 through June 21, 2026).

2. The Court hereby approves the Settlement as fair, reasonable, and adequate, and directs the Parties to effectuate the Settlement according to its terms.

3. Defendant shall fund the Gross Settlement Amount of $185,000.00 with the Settlement Administrator no later than 60 days after the Effective Date.

4. The Court hereby approves, as to the form and content, the Notice to Aggrieved Employees attached as Exhibit 8 to the Declaration of Roman Otkupman.

5. The Court hereby appoints Phoenix Settlement Administrators ("Phoenix") as the Administrator.

6. The Administrator is directed to mail the Individual PAGA Payments and the Notice to Aggrieved Employees within 14 days of the Gross Settlement Amount being fully funded, pursuant to the terms of the Settlement.

7. The Court finds that attorneys' fees in the amount of 35% of the Gross Settlement Amount ($64,750.00) for Plaintiff's Counsel, and reimbursement of litigation costs in the amount

of actual costs incurred in the amount of $11,822.12 are fair, reasonable, and adequate, and orders the Administrator to distribute these payments to Plaintiff's Counsel as provided for in the Settlement.

8. The Court finds that the Enhancement Payment to Named Plaintiff in the amount of $2,500.00 is fair and reasonable and orders the Administrator to distribute this payment as provided for in the Settlement.

9. The Court orders that Phoenix shall be paid $3,250.00 for all of its work done and to be done until the completion of this matter, pursuant to Phoenix's bid attached as Exhibit 7 to the Declaration of Roman Otkupman.

10. The Court finds that the amount of $66,740.62, representing 65% of the $102,677.88 allocated as PAGA civil penalties under the Settlement, to be paid to the California Labor and Workforce Development Agency ("LWDA") as provided for by the Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in accordance with the terms of the Settlement. The remaining amount of $35,937.26, representing 35% of the PAGA civil penalties under the Settlement shall be distributed amongst the Aggrieved Employees pursuant to the Settlement.

11. The Court approves the scope of the Release by Aggrieved Employees as set forth in the Settlement. Upon the Effective Date and the complete funding of the Gross Settlement Amount by Defendant, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including PAGA claims arising under California Labor Code sections 201-204, 210, 218, 226(a), 226(e), 226.3, 226.7, 227.3, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197.1, 1198, 2802, and all applicable IWC Wage Orders.

12. Upon entry of this Order, the Court hereby enters judgment pursuant to the terms of the Settlement and all terms of the Settlement are hereby incorporated into this Order and Judgment. All definitions in the Settlement shall apply to those same terms used anywhere in this Order and

Judgment.

13. The Court sets a Final Accounting hearing _____ at _____ in Division J.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: _____

_____
HON. GREGORY PULSKAMP
JUDGE OF THE SUPERIOR COURT