

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

FRANCISCO RENTERIA, individually, and
on behalf of all other similarly situated;
EDGARDO CAMPOS, individually, and on
behalf of all others similarly situated, and on
behalf of other aggrieved employees pursuant
to the California Private Attorney General Act;

Plaintiffs,

v.

TTS ENGINEERING, INC, a California
corporation, and DOES 1 through 10 inclusive,

Defendants.

Case No.: 30-2024-01442426-CU-OE-CXC

Assigned for All Purposes to:
Hon. Layne H. Melzer, Dept. CX102

**ORDER AND JUDGMENT APPROVING
SETTLEMENT OF CLAIMS BROUGHT
PURSUANT TO THE PRIVATE
ATTORNEY GENERALS ACT OF 2004**

Date: September 3, 2026
Time: 2:00 p.m.
Action Filed: November 26, 2024
Trial Date: Not Set
Reservation Number: 74723596

1 Plaintiff EDGARDO CAMPOS (“Plaintiff”) and Defendant TTS ENGINEERING, INC.
2 (“Defendant”) (collectively, Plaintiff and Defendant are the “Parties”) have reached terms of settlement
3 for this action, which alleges a claim for relief pursuant to the Private Attorneys General Act of 2004,
4 Labor Code § 2698, *et seq.* (“PAGA”).

5 Plaintiff has sought approval of the settlement of the claims asserted against Defendants in this
6 action. Specifically, Plaintiff sought approval of an order:

7 1. Granting approval of the terms of the Agreement pursuant to the Private Attorneys
8 General Act of 2004, Labor Code § 2698, *et seq.*, including the amount of the settlement; the
9 amount of distributions to the State and Aggrieved Employees; the amounts allocated to attorney’s
10 fees and costs; the amount allocated to the settlement administrator; and,

11 2. Directing disbursement of the Gross Settlement Amount pursuant to the terms of the
12 Agreement.

13 The PAGA Settlement Agreement and Addendum to the PAGA Settlement Agreement (referred
14 to collectively as the “Agreement,” or “Settlement,” and attached to the Declaration of Tiffany Hyun,
15 ROA # 34, as **Exhibit 1** and the Addendum, which is attached to the Second Supplemental Declaration
16 of Tiffany Hyun, ROA #59, as **Exhibit C**) is conditioned upon the Court’s approval. Capitalized terms
17 in this Order have the same meaning as in the Settlement and Addendum unless indicated otherwise. A
18 summary of the terms of the Settlement is as follows:

- 19 (a) **Definition of “Aggrieved Employees”:** The Aggrieved Employees are: “all non-
20 exempt employees who worked for Defendant in California at any time during
21 the PAGA Period.” The “PAGA Period” means the period from November 25,
22 2023 through September 14, 2025.
- 23 (b) **No Reversion:** The Settlement is non-reversionary. No amounts which are unpaid
24 and/or uncashed will revert to Defendant. (Agreement, ¶ 3.1)
- 25 (c) **Gross Settlement Amount:** Defendants agree to pay the maximum sum of
26 **\$125,000.00** (hereinafter referred to as the “Gross Settlement Amount” or
27 “GSA”) for settlement of the Action, which shall be inclusive of Plaintiff’s
28 Counsel’s attorney’s fees and costs, the settlement administrator’s fees and costs,

any enhancement award and all PAGA Penalties. (Agreement, ¶ 3)

(d) Escalator Clause: This settlement is based on Defendants' representation that there were 4,050 Pay Periods in the time period from November 25, 2023 through September 28, 2025. The Parties agreed to cut off the PAGA Period on September 28, 2025, 60 days after the date of mediation, unless the "Escalator Clause" was triggered, which provided that if the number of actual PAGA pay periods during the PAGA period exceeds 10% of the estimated pay periods (i.e., exceeds 4,455 pay periods), Defendant shall have the option to (1) increase the Gross Settlement Amount by a pro-rata dollar value equal to the number of pay periods in excess of 4,455 pay periods, or (2) end the PAGA Period on the date when the 10% is reached (i.e., reaches 4,455 pay periods). For example, if there is a 1% increase over 10% then the GSA increases by 1%. (Agreement, ¶ 8) The Escalator Provision was triggered on September 14, 2026, as such, Defendant elected to end the PAGA period on that date and the PAGA Period ends on September 14, 2025.

(e) PAGA Penalties: An estimated **\$52,165.10** will be available for distribution to the Aggrieved Employees and the LWDA as PAGA Penalties. The LWDA is entitled to receive 65% of the amount allocated as penalties, and the remaining 35% is distributed to the Aggrieved Employees. Based on this estimated amount, the LWDA will receive **\$33,907.32** under the Agreement, and Aggrieved Employees will receive **\$18,257.78** (Agreement, ¶ 3.2.4)

(f) Attorney's Fees: Plaintiff's Counsel requests an award of attorney's fees in the amount of **\$37,500.00**, which is thirty percent (30%) of the GSA. (Agreement, ¶ 3.2.2.)

(g) Litigation Costs: Plaintiff's Counsel's seeks reimbursement of actual litigation costs expended. The actual costs which PAGA Counsel has incurred and expects to incur and therefore requests through this motion are **\$24,084.90**. (Agreement, ¶ 3.2.2, Hyun Decl. ¶ 40)

- (h) Settlement Administration Costs: Payment of the Settlement funds and administration of the Settlement will be accomplished through a third-party settlement administrator Phoenix Class Action Administration, which has agreed to perform Settlement Administrator duties for a flat fee not to exceed **\$3,750.00**, which is reasonable, based on all of the services offered. (Agreement, ¶ 3.2.3, see also the concurrently filed Declaration of Jodey Lawrence in Support of Plaintiff's Motion for Approval of PAGA Settlement ("Phoenix Decl."), ROA #33, **Exhibit B**.)
- (i) PAGA General Release by Plaintiff: Plaintiff seeks approval of a PAGA General Release Fee payment of **\$7,500** as consideration for his efforts in representing the PAGA Employees and for a general release of his claims. (Agreement, ¶ 3.2.1)
- (j) Uncashed Checks: Funds represented by checks returned as undeliverable after a re-mailing, and funds represented by checks remaining uncashed for more than 180 days after issuance, will be sent to the California State Controller's Unclaimed Property Fund leaving no "unpaid residue." (Agreement, ¶ 4.4.3.)
- (k) Release: In exchange for the above settlement consideration, Defendant shall be entitled to a release from the Plaintiff, individually and as agent and proxy of the LWDA and each and every Aggrieved Employee. (Agreement, ¶ 5.)
- (l) Tax Allocation: The Settlement Payments to Aggrieved Employees are classified as other miscellaneous income and are allocated as 100% penalties, which will be reported on IRS Form 1099-MISC, if required.
- (m) No Right to Opt-out: There is no statutory right for any Aggrieved Employee to object, opt out or otherwise exclude themselves from the Settlement. (Second Supplemental Declaration of Tiffany Hyun, ROA #59, ¶ 4, **Exhibit D**, Notice of Settlement)
- (n) Notice to LWDA: Notice of the Settlement has been provided to the LWDA and that the Agreement was provided to the LWDA concurrently with this filing. (Hyun Decl., ROA #34, ¶ 3, **Exhibit 2**, Confirmation of Submission of

Settlement to LWDA.)

After reviewing the Settlement and other related documents, and the filings submitted by Plaintiff, **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

1. The Court hereby GRANTS approval of the PAGA settlement upon the terms and conditions set forth in the Settlement attached as **Exhibit 1** to the Declaration of Tiffany Hyun, ROA #34, and the Addendum attached as **Exhibit C** to the Second Supplemental Declaration of Tiffany Hyun, ROA #59. The Court finds that the terms of the proposed settlement are reasonable.

2. The Court hereby identifies the Aggrieved Employees as:

“All non-exempt employees who worked for Defendant in California at any time during the PAGA Period, which is defined as November 25, 2023 through September 14, 2025.”

3. The Court hereby finds the Settlement was the product of informed, non-collusive negotiations conducted at arms’ length by the Parties. In making these findings, the Court considered Defendants’ potential liability, the benefit to the State of California, allocation of settlement proceeds among Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties’ respective positions rather than the result of a finding of liability at trial. The Court further finds that the terms of the Settlement have no obvious deficiencies. The Court finds that the risks of further prosecution are substantial and include the risks that (1) penalties would be reduced after evaluation of the totality of the circumstances, or (2) that no penalties would be awarded for some or all of the alleged violations.

4. The Court hereby approves Phoenix Class Action Administration to serve as the settlement administrator (“Settlement Administrator”). The Settlement Administrator will be paid pursuant to the Agreement’s terms for such distribution, in the requested amount of **\$3,750.00** out of the Gross Settlement Amount to effectuate Administration.

5. The Court hereby awards Plaintiff’s Counsel, The Sentinel Firm, APC, attorneys’ fees in the amount of **\$37,500.00**. The Court finds that the attorneys’ fees are reasonable compared to amounts routinely approved in similar settlements and as guided by the California Supreme Court’s decision concerning the awarding of fees from monetary funds for class members. *Laffitte v. Robert Half Intern. Inc.*, 1 Cal. 5th 480, 503 (2016). Counsel proceeded on a contingency basis despite the uncertainty of

any fee award. Counsel were necessarily precluded from pursuing other potential sources of fees because of work in connection with this Action. The Court observes that this is not a class action. It is more akin to contingent representation with an additional requirement of Court review due to the *qui tam* nature of a PAGA claim. Based on these considerations, including the lodestar cross-check, a fee award of thirty percent (30%) of the total settlement amount is reasonable.

6. The Court hereby awards Counsel litigation costs in the total amount of **\$24,084.90**. The Court has determined that these amounts were reasonably incurred in the course of litigating the matter.

7. The Court hereby awards Plaintiff Edgardo Campos a general release fee in the amount of **\$7,500.00** for his service as a PAGA Representative. The Court finds that such an award is appropriate and in the interests of justice.

8. Pursuant to the Agreement, the remainder of the **\$125,000.00** Gross Settlement Amount after subtracting approved administration costs, attorney's fees, litigation costs awarded to Plaintiff's counsel, and the general release fee, shall be allocated as PAGA Penalties. The LWDA shall receive 65% of the penalties and the Aggrieved Employees shall receive 35% of the penalties.

9. Upon entry of this Order, the Parties shall effectuate all terms of the Settlement based on the provisions and timelines set forth in the Agreement.

10. The Court approves, both as to form and content, the Notice of PAGA settlement to Aggrieved Employees attached to the Second Supplemental Declaration of Tiffany Hyun, ROA #59 as **Exhibit D**.

11. Pursuant to the terms of the Settlement, the released persons and entities include Defendants TTS ENGINEERING, INC. and all of their parent companies, subsidiaries, respective attorneys (in their individual and corporate capacities), past, present and future divisions, affiliates, predecessors, successors, shareholders, officers, directors, management-level employees, agents, trustees, representatives, administrators, fiduciaries, assigns, subrogees, executors, partners, related corporations, and privies, both individually and collectively, their respective past or present owners, officers, directors, shareholders, successors and predecessors in interest, and any individual or entity which could be jointly or severally liable with Defendant, and any entity that could be deemed a joint employer with Defendant for any of the Released Claims within the PAGA Period (referred to in the Settlement as the "Released

Parties”).

12. Upon entry of the Order approving this Settlement and the Judgment thereon, the PAGA claims are released as follows:

Upon approval by the Court and upon funding of the Gross Settlement Amount, Plaintiff, as agent and proxy of the California Labor and Workforce Development Agency, will release the Released Parties from all claims for civil penalties under the Labor Code Private Attorneys General Act ("PAGA") arising out of the claims expressly pled in the operative complaint in the Action and LWDA Notice Letter sent by Plaintiff Campos on November 25, 2024, or that could have been asserted based on the facts pled in the operative complaint in the Action and Plaintiff Campos's Notice Letter.

The Aggrieved Employees shall be deemed to release PAGA claims as follows:

Upon approval by the Court and upon funding of the Gross Settlement Amount, Aggrieved Employees, through Plaintiff's release as agent and proxy of the LWDA, shall be deemed to release to the extent permissible by law any and all claims for civil penalties under the Labor Code Private Attorneys General Act ("PAGA") arising out of the claims expressly pled in the operative complaint in the Action and identified in the LWDA Notice Letter sent by Plaintiff Campos on November 25, 2024, or that could have been asserted based on the facts pled in the operative complaint in the Action and Plaintiff Campos's Notice Letter.

13. Upon entry of the Order approving this Settlement and the Judgment thereon, Plaintiff Edgardo Campos's individual claims are released as follows:

Plaintiff Campos and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from any and all of the claims, whether known or unknown, suspected or unsuspected, contingent or non-contingent, which now exist, or have existed, upon any theory of law or equity now existing, including, but not limited to, conduct that is negligent, intentional, with or without malice, or a breach of any duty, law or rule, without regard to the subsequent discovery or existence of such different or additional facts. Additionally, Plaintiff releases the Released Parties of all claims, charges, complaints, liens, demands, causes of action, obligations, damages and liabilities, known or suspected, arising from his employment with the Defendant. The released claims include, without limitation: claims under (1) the Civil Rights Act of 1964, as amended; (2) 42 U.S.C. § 1981; (3) the California Fair Employment and Housing Act; (4) Section 503 of the Rehabilitation Act of 1973; (5) the Americans with Disabilities Act; (6) the Fair Labor Standards Act (including the Equal Pay Act); (7) the California and the United States Constitution; (8) the California Labor Code; (9) the Family and Medical Leave Act; (10) the California Family Rights Act; (11) the Worker Adjustment and Retraining Notification Act; (12) the Employee Retirement Income Security Act; (13) the Immigration Reform and Control Act; (14) the California Business and Professions Code, sections 17200, et seq.; (15) the California Government Code; and (16) the California Wage Orders (collectively "Claim" or "Claims") which Plaintiff now has, owns or holds, or claim to have, owned or held, or which Plaintiff at any time had or claimed to have, own or hold against any of the Released Parties up to and including, as of the final approval of this Settlement Agreement. (Everything released based on the above as well as everything released as part of the Released PAGA Claims discussed below will be referred to as "Plaintiff's Release.") Plaintiff's Release does not extend to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the

1 facts or law that Plaintiff now knows or believe to be true but agrees, nonetheless, that Plaintiff's
2 Release shall be and remain effective in all respects, notwithstanding such different or additional
3 facts or Plaintiff's discovery of them. As to Plaintiff's Released Claims, upon receipt of the
4 considerations set forth in this Agreement, Plaintiff agrees to waive all rights and benefits under
5 the terms of section 1542 of the California Civil Code. Section 1542 reads as follows:

6 A general release does not extend to claims that the creditor or releasing party does not know or
7 suspect to exist in his or her favor at the time of executing the release, and that if known by him or
8 her would have materially affected his or her settlement with the debtor or Released Party.

9 14. Pursuant to California Labor Code § 2699(1)(2), the Labor and Workforce Development
10 Agency (the "LWDA") has been given timely notice of the Settlement and is therefore bound by this
11 Judgment. All payments due under the Settlement will be made pursuant to the terms of the Settlement,
12 the PAGA Settlement Order, and this Judgment.

13 15. Nothing in this Judgment or the Settlement will be construed as an admission or
14 concession by any party.

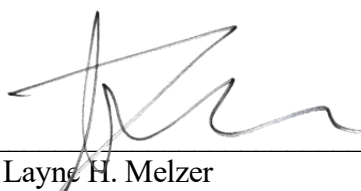
15 16. Based on the foregoing and in accordance with the Settlement, each side will bear its own
16 costs and attorneys' fees, except as provided by the Settlement.

17 17. A hearing for a Final Accounting of the Settlement funds is set for May 20, 2027 in this
18 Department at 9:30 a.m. Plaintiff is directed to work with the Administrator to file a Declaration
19 concerning the amounts paid and distribution of the Settlement funds at least 16 days prior to the date set
20 for hearing.

21 18. The Court shall retain jurisdiction with respect to all matters related to the administration
22 and consummation of the Settlement, and any and all claims asserted in, arising out of, or related to the
23 subject matter of the lawsuit, including but not limited to all matters related to the Settlement and the
24 determination of all controversies relating thereto pursuant to California Civil Code section 664.6.

25 **JUDGMENT IS ENTERED ACCORDINGLY.**

26 Dated: September 9, 2026

27 
28 _____
Hon. Layne H. Melzer
JUDGE OF THE SUPERIOR COURT

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3)
4 COUNTY OF ORANGE)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18 and
6 not a party to the within action; the address from which I served the document listed below is
7 707 Wilshire Blvd., Suite 4700, Los Angeles, California 90071. On September 9, 2026, I
served the foregoing document described as:

8 **[PROPOSED] ORDER AND JUDGMENT APPROVING SETTLEMENT OF**
9 **CLAIMS BROUGHT PURSUANT TO THE PRIVATE ATTORNEY**
GENERALS ACT OF 2004

10 ☒ **BY EMAIL:** by transmitting a facsimile transmission a copy of said document(s) to
11 the following email addressee(s), in accordance with:

12 ☒ the written confirmation of counsel in this action:

13 **Hirschfeld Kraemer LLP**
14 Attorneys for Defendant TTS Engineering, Inc.
Benjamin J. Treger (BTreger@hkemploymentlaw.com)
15 Grix Monte (MGrix@hkemploymentlaw.com)
Alia L. Chaib (AChaib@hkemploymentlaw.com)
16 633 West Fifth Street, 52nd Floor
Los Angeles, CA 90071

17 I declare under penalty of perjury under the laws of the State of California that the above is
18 true and correct.

19 Executed on September 9, 2026, at Los Angeles, California.

20
21 Mellinda Hensley

22 Name

23 
24 Signature