

FILED/ ENDORSED

SEP - 3 2020

By E. Brown, Deputy Clerk

1 PAUL T. GRECO (SBN 222878)
2 PAUL GRECO LAW
3 503 S. McClelland St.
4 Santa Maria, CA 93454
5 Telephone: (805) 864-2611
6 Facsimile: (805) 864-2611
7 paul@paulgrecolaw.com

8 RUBEN ESCOBEDO (SBN 277866)
9 WORKWORLD LAW CORP.
10 A Professional Corporation
11 731 S. Lincoln Street
12 Santa Maria, CA 93458
13 Telephone: (805) 335-2476
14 Facsimile: (805) 892-6213
15 Email: ruben@workworldlaw.com

16 Attorneys for STATE OF CALIFORNIA
17 ex rel. STEVEN HUGO and KEEGAN KING,
18 as Private Attorneys General

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA
14 COUNTY OF SACRAMENTO – GORDON D. SCHABER COURTHOUSE

16 STATE OF CALIFORNIA ex rel. STEVEN
17 HUGO and KEEGAN KING, as Private
18 Attorneys General,

18 Plaintiff,

19 v.

20 CAPSTONE FIRE MANAGEMENT, INC., a
21 corporation; JERRY DUSA, an individual;
22 CHRISTOPHER L. DUSA, an individual;
23 MATTHEW J. DUSA, an individual;
24 JOANNIE UTLEY, an individual; JAMES
25 UTLEY, an individual; and DOES 1-25,
26 inclusive,

25 Defendants.

Case No. 34-2019-00254873-CU-OE-GDS

**PROPOSED ORDER GRANTING
PLAINTIFFS' MOTION TO APPROVE
SETTLEMENT**

Date: September 3, 2020

Time: 1:30 p.m.

Dept.: 53

Reservation ID: 2520977

Trial Date: December 8, 2020

Complaint filed: January 3, 2019

26 Plaintiffs STATE OF CALIFORNIA ex rel. STEVEN HUGO and KEEGAN KING, as
27 Private Attorneys General, filed their Motion to Approve Settlement.



1 Counsel for Plaintiffs and Defendants appeared by and through their counsel of the firms
2 of WorkWorld Law, APC and Boutin Jones Inc., respectively. The matter came on regularly for
3 hearing on September 3, 2020, at 1:30 p.m. in Department 53 of the above referenced Court.

4 Having considered the papers filed by all parties, the Court grants the Motions, and hereby
5 ORDERS, ADJUDGES, AND DECREES as follows:

6 1. The Court hereby GRANTS approval of the terms and conditions contained in the
7 Settlement Agreement between Plaintiffs and Defendants. The Settlement Agreement is hereby
8 fully approved and shall be carried out and effectuated according to its terms and this Order.

9 2. This Order incorporates by reference the definitions in the Settlement Agreement
10 and all terms defined therein shall have the same meaning in this Order.

11 3. The Court finds that the Settlement Agreement and the terms and conditions set
12 forth therein are fair and reasonable. The Court further finds that all Aggrieved Employees shall
13 be bound by this settlement, including the release of claims, and the Court concludes that this
14 settlement should be and is hereby finally approved.

15 4. For purposes of this settlement only, the Aggrieved Employees are defined as: all
16 employees of Defendant Capstone employed at any time between October 29, 2017 and the
17 Effective Date (as defined in the Settlement Agreement) who meet the definition of one or both of
18 the following subgroups of Capstone employees:

19 (1) All employees who had wages deducted from their paychecks issued on August
20 10, 2018; August 25, 2018; September 10, 2018; and/or September 25, 2018, other than amounts
21 deducted or withheld in connection with any applicable state or federal tax withholdings or
22 garnishments ("Deductions Group").

23 (2) All employees who received one or more wage statements identifying "Joannie
24 Utley" as their employer of record during the Release Period, as defined below ("Wage Statement
25 Group"). Defendants represent that all employees within the Deductions Group are also members
26 of the Wage Statement Group.

1 5. Upon the Effective Date, Plaintiffs and Defendants have settled and released the
2 Released Parties of the Released Claims (as the foregoing terms are defined in the Settlement
3 Agreement).

4 6. Plaintiffs, Aggrieved Employees, and Defendants shall consummate the settlement
5 in accordance with the terms of the Settlement Agreement. Except as expressly provided in the
6 Settlement Agreement, the Released Parties shall not have any further liability arising from this
7 action for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability.

8 7. The Court hereby finds that \$80,000 is the amount of reasonable attorneys' fees
9 and \$6,763.14 is the amount of reasonable costs that should be paid to Plaintiffs' Counsel for all
10 work done in and to be done until the completion of this litigation, and as reimbursement for
11 reasonable fees and costs incurred in prosecuting this action, and hereby orders the Claims
12 Administrator ILYM Group to distribute payment of the Attorneys' Fees Payment and Costs
13 Payment from the PAGA Settlement Sum in accordance with the Settlement Agreement.

14 8. The Court further orders the Claims Administrator ILYM Group to distribute
15 payment of the settlement awards to Plaintiffs and the Aggrieved Employees, the General Release
16 Payment, Underpayment Penalties Fund, Civil Penalties Fund, and Claims Administration Costs
17 of no more than \$5,000.00, in accordance with the Settlement Agreement.

18 9. The Court retains continuing jurisdiction as to all matters relating to the
19 administration and consummation of the settlement as provided in the Settlement Agreement and
20 all other matters covered in this Order.

21 10. Nothing in this Order shall preclude any action to enforce Defendants' obligations
22 under the Settlement Agreement, including the requirement that it make payments in accordance
23 with the terms of the Settlement Agreement.

24 11. Upon entry of this Order, a final judgment of dismissal shall be deemed entered
25 herein and, except as otherwise provided in the Settlement Agreement, Plaintiffs, Aggrieved
26 Employees, and Counsel shall bear their own attorneys' fees, costs, and expenses incurred by
27 them in or arising out of the lawsuit (as defined in the Settlement Agreement) and shall not seek
28 reimbursement thereof from the Released Parties.

1 12. In the event that the Settlement Agreement does not become effective in
2 accordance with the terms of the Settlement Agreement, this Order shall be rendered null and
3 void to the extent provided by and in accordance with the Settlement Agreement and shall be
4 vacated.

5 13. The parties' Settlement Agreement shall not constitute admissions of liability or
6 fault by Defendants or the Released Parties, or a finding as to the validity of any claims in the
7 lawsuit or of any wrongdoing or violation of law by Releasees. The Settlement Agreement is not
8 a concession by the Parties and, to the extent permitted by law, neither this Order nor any of its
9 terms or provisions, nor any of the negotiations or proceedings connected with them, shall be
10 offered as evidence or received in evidence in any pending or future civil, criminal, or
11 administrative action or proceeding to establish any liability of, or admission by the Released
12 Parties. Notwithstanding the foregoing, nothing in this Order shall be interpreted as prohibiting
13 the use of this Order in a proceeding to consummate or enforce the Settlement Agreement or this
14 Order to defend against the assertion of claims in any other proceeding, or as otherwise required
15 by law.

16 Having granted approval of the settlement between the parties in the above-entitled action
17 as set forth above, this Court HEREBY ORDERS, ADJUDGES, AND DECREES that judgment
18 of dismissal with prejudice in this matter is entered in accordance with the Settlement Agreement.

19 **IT IS SO ORDERED**

20
21 DATED: **SEP -3 2020**



JUDGE OF THE SUPERIOR COURT

DAVID I. BROWN