

F I L E D
San Diego Superior Court

FEB -7 2025

Clerk of the Superior Court
By: R. Cersosimo, Deputy

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO**

CESAR FLORES, individually and on behalf
of all others similarly situated and the State of
California under the Private Attorneys General
Act,

Plaintiffs,

v.

NEXTERA ENERGY OPERATING
SERVICES, LLC; NEXTERA ENERGY
RESOURCES, LLC; NEXTERA ENERGY
PROJECT MANAGEMENT, LLC; AND
TRANS BAY CABLE, LLC, and DOES 1
through 50, inclusive,

Defendants.

CASE NO.: 37-2023-00034497-CU-OE-CTL

**FINAL APPROVAL ORDER AND
JUDGMENT**

Hearing Date: February 7, 2025
Hearing Time: 10:30 a.m.

Judge: Hon. Richard S. Whitney
Dept.: 68

Action Filed: August 11, 2023
Trial Date: Not set

1 The unopposed motion of Plaintiff Cesar Flores (“Plaintiff”) for an order finally approving
2 the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendants NextEra
3 Operating Services, LLC; NextEra Energy Resources, LLC; NextEra Energy Project Management,
4 LLC; and Trans Bay Cable, LLC (collectively, “Defendants”), attorneys’ fees and costs, service
5 payment, and the fees and expenses of the Administrator duly came on for hearing on February 7,
6 2025, before the Honorable Richard S. Whitney. The Class Action and PAGA Settlement
7 Agreement is attached as Exhibit #1 to the Declaration of Nicholas Ferraro.

8 **I.**

9 **FINDINGS**

10 Based on the oral and written argument and evidence presented in connection with the
11 motion, the Court makes the following findings:

- 12 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 13 2. This Court has jurisdiction over the subject matter of this litigation pending before
14 the California Superior Court for the County of San Diego, and over all Parties to this litigation,
15 including the Class.
- 16 3. Based on a review of the papers submitted by Plaintiff and a review of the
17 applicable law, the Court finds that the Gross Settlement Amount of \$900,000.00 and the terms set
18 forth in the Agreement are fair, reasonable, and adequate.
- 19 4. The Court further finds that the Settlement was the result of arm’s length
20 negotiations conducted after Class Counsel had adequately investigated the claims and became
21 familiar with the strengths and weaknesses of those claims. In particular, the amount the
22 Settlement, the significant risks relating to certification, liability, and damages issues, and the
23 assistance of an experienced mediator in the settlement process, among other factors, support the
24 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

25 **Preliminary Approval of the Settlement**

- 26 5. On August 27, 2024, the Court granted preliminary approval of the Settlement. At
27 this same time, the Court approved conditional certification of the Class for settlement purposes
28 only.

1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Court-approved Class
3 Notice was mailed by first class mail to members of the Class at their last known addresses on or
4 about October 1, 2024. Mailing of the Class Notice to their last known addresses was the best
5 notice practicable under the circumstances and was reasonably calculated to communicate actual
6 notice of the litigation and the proposed settlement to the Class. The Class Notice fully and
7 accurately informed the Class Members of all material elements of the proposed Settlement and of
8 their opportunity to object to or comment thereon or to seek exclusion from the Class; was valid,
9 due, and sufficient notice to all Class Members; and complied fully with the laws of the State of
10 California, the United States Constitution, due process and other applicable law. The Class Notice
11 fairly and adequately described the Settlement and provided adequate instructions and a variety of
12 means to obtain additional information.

13 7. The deadline for opting out of the Class or submitting written objections to the
14 Settlement was November 15, 2024, which for re-mailings was extended by 14 days. There was
15 an adequate interval between notice and the deadline to permit Class Members to choose what to
16 do and act on their decision. A full opportunity has been afforded to the Class Members to
17 participate in this hearing, and all Class Members and other persons wishing to be heard have been
18 heard. Class Members also have had a full and fair opportunity to exclude themselves from the
19 Class. Accordingly, the Court determines that all Class Members who did not timely and properly
20 submit a request for exclusion are bound by the Settlement and this Final Approval Order and
21 Judgment.

22 **Fairness Of Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
24 48 Cal.App.4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 parties during an Early Neutral Evaluation Conference with Honorable Alison H. Goddard, U.S.
27 Magistrate Judge for the U.S. District Court for the Southern District of California. There has
28 been no collusion between the parties in reaching the proposed settlement.

1 b. Plaintiff and his counsel's investigation and discovery have been sufficient
2 to allow the Court and counsel to act intelligently.

3 c. Counsel for both parties are experienced in similar employment class action
4 litigation. All counsel recommended approval of the Agreement.

5 d. There were no objectors and requests for exclusion.

6 e. The participation rate was high. 353 Class Members will be mailed a
7 settlement payment, representing 100% of the overall Class.

8 9. The consideration to be given to the Class Members under the terms of the
9 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
10 asserted in this action and is fair, reasonable and adequate compensation for the release of the
11 Released Class Claims, given the uncertainties and significant risks of the litigation and the delays
12 which would ensue from continued prosecution of the Action.

13 10. The Agreement is approved as fair, adequate and reasonable and in the best
14 interests of the Class Members.

15 **Attorneys' Fees and Costs**

16 11. An award of \$300,000.00 for attorneys' fees, representing one-third (1/3) of the
17 Gross Settlement Amount, and \$5,832.30 for litigation costs and expenses, is reasonable, in light
18 of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the
19 results achieved by Class Counsel. The requested award has been supported by Class Counsel's
20 lodestar and billing statement.

21 **Class Representative Service Payment**

22 12. The Agreement provides for Class Representative Service Payment of not more
23 than \$10,000.00 to the Plaintiff, subject to the Court's approval. The Court finds that Class
24 Representative Service Payment in the amount of \$10,000.00 to the Plaintiff is reasonable in light
25 of the risks and burdens undertaken by the Plaintiff in the litigation and for the time and effort in
26 bringing and prosecuting this matter on behalf of the Class.

27 **Administration Expenses Payment**

28 13. The Administrator shall calculate and administer the payments to be made to the

1 Class Members and Allegedly Aggrieved Employees, transmit payment for attorneys' fees and
2 costs to Class Counsel, transmit the Class Representative Service Payment to the Plaintiff,
3 distribute the LWDA PAGA Payment, issue any required tax reporting forms, calculate
4 withholdings and perform the other remaining duties set forth in the Agreement. The
5 Administrator has documented \$10,000.00 in fees and expenses, and this amount is reasonable in
6 light of the work performed by the Administrator.

7 **PAGA Penalties**

8 14. The Agreement provides for a PAGA Penalties payment out of the Gross
9 Settlement Amount of \$900,000.00, which shall be allocated \$15,000.00 to the LWDA as the
10 LWDA's 75% share of the settlement of civil penalties paid pursuant to the PAGA and \$5,000.00
11 to be distributed to the Allegedly Aggrieved Employees based on their respective PAGA Pay
12 Periods worked during the PAGA Period. The Court finds this PAGA Penalties payment to be
13 reasonable. All Allegedly Aggrieved Employees will be sent their Individual PAGA Payment and
14 will be subject to the release of the Released PAGA Claims as set forth below, whether or not they
15 opt out of the Settlement. "Aggrieved Employees" are all individuals who were employed by
16 Defendants in California and classified as a non-exempt employee at any time during the PAGA
17 Period (June 6, 2022 through March 14, 2024). Pursuant to Labor Code section 2699, subdivision
18 (s)(2), the LWDA was provided notice of the Agreement and these settlement terms and has
19 indicated no objection thereto. The Court finds the PAGA Penalties to be reasonable.

20 **II.**

21 **ORDERS**

22 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

23 1. The certification of the Class for the purposes of settlement is confirmed. The
24 Class is defined as follows:

25 All individuals who were employed by Defendants in California and classified as a
26 non-exempt employee at any time during the Class Period (December 20, 2018
27 through March 11, 2024).
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1 2. All persons who meet the foregoing definition are members of the Class, except for
2 those individuals who filed a valid request for exclusion (“opt out”) from the Class.

3 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
4 best interest of the Class.

5 4. The envelopes containing the settlement distributions to Class Member shall bear
6 the notation, “YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.” The
7 settlement distribution checks shall be valid for 180 from the date of mailing. The Settlement
8 Administrator shall mail a reminder postcard to any Class Member whose check has not been
9 negotiated within 60 days after the date of mailing. If (i) any of the Class Members are current
10 employees of the Defendant, (ii) the distribution mailed to those Class Members is returned to the
11 Administrator as being undeliverable, and (iii) the Administrator is unable to locate a valid
12 mailing address, the Administrator shall arrange with the Defendants to have those distributions
13 delivered to the Class Members at their place of employment.

14 5. Class Counsel are awarded attorneys' fees in the amount of \$300,000.00 and costs
15 in the amount of \$5,832.30. Class Counsel shall not seek or obtain any other compensation or
16 reimbursement from Defendants, Plaintiff or members of the Class.

17 6. The payment of the Class Representative Service Payment in the amount of
18 \$10,000.00 to the Plaintiff is approved.

19 7. The payment of \$10,000.00 to the Administrator for their fees and expenses is
20 approved.

21 8. The PAGA Penalties payment of \$20,000 is approved and shall be allocated in
22 accordance with the Agreement.

23 9. Neither the Agreement nor this Settlement are not an admission by Defendants, nor
24 is this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or
25 of any wrongdoing by Defendants or that this Action is appropriate for class treatment (other than
26 for settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor
27 any document referred to herein, nor any action taken to carry out the Agreement is, may be
28 construed as, or may be used as an admission by or against Defendants of any fault, wrongdoing

1 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations
2 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,
3 an admission or concession with regard to the denials or defenses by Defendants.
4 Notwithstanding these restrictions, Defendants may file in the Action or in any other proceeding
5 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
6 the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel,
7 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
8 Claims and/or Released PAGA Claims.

9 10. Notice of entry of this Final Approval Order and Judgment shall be given to all
10 Parties by Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to
11 send notice of entry of this Final Approval Order and Judgment to individual Class Members.

12 11. If the Agreement does not become final and effective in accordance with the terms
13 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
14 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
15 revert to their respective positions as of before entering into the Agreement, and expressly reserve
16 their respective rights regarding the prosecution and defense of this Action, including all available
17 defenses and affirmative defenses, and arguments that any claim in the Action could not be
18 certified as a class action and/or managed as a representative action.

19 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

20 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
21 Plaintiff, Class Members, and Allegedly Aggrieved Employees, shall take nothing in the Action.

22 2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
23 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
24 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
25 arising from or in connection with the distribution of settlement benefits.

26 3. Each party shall bear its own attorneys' fees and costs, except as otherwise
27 provided in the Agreement and in this Final Approval Order and Judgment.

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1 4. Effective on the date when Defendant fully funds the entire Gross Settlement
2 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
3 Payments, all Participating Class Members, on behalf of themselves and their respective former
4 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
5 release Released Parties from the Released Class Claims. The “Released Class Claims” are all
6 claims that were alleged, or reasonably could have been alleged, based on the facts stated in the
7 Operative Complaint which occurred during the Class Period. Participating Class Members do not
8 release any other claims, including claims for vested benefits, wrongful termination, violation of
9 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
10 workers’ compensation, or claims based on facts occurring outside the Class Period.

11 5. Effective on the date when Defendants fully funds the entire Gross Settlement
12 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
13 Payments, Plaintiff and the LWDA are deemed to release, on behalf of themselves and their
14 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
15 and assigns, the Released Parties from the Released PAGA Claims. The “Released PAGA
16 Claims” are all claims for PAGA penalties that were alleged, or reasonably could have been
17 alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, which
18 occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA
19 claims, any Allegedly Aggrieved Employees’ claim for individual wages or damages, claims for
20 wrongful termination, discrimination, unemployment insurance, disability, social security,
21 workers’ compensation, and PAGA claims outside of the PAGA Period.

22 6. As used herein, the “Released Parties” are: Defendants and Defendants’ officers,
23 directors, employees, shareholders, and agents.

24 7. Effective on the date when Defendants fully funds the entire Gross Settlement
25 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
26 Payments, Plaintiff and his or her respective former and present spouses, representatives, agents,
27 attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released
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1 Parties from all claims, transactions, or occurrences that occurred during the Class Period as set
2 forth fully in the Agreement (“Plaintiff’s Release”).


3 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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5 Dated: FEB - 7 2025

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HON. RICHARD S. WHITNEY
JUDGE, SUPERIOR COURT OF CALIFORNIA

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