

Electronically Received 03/25/2026 05:13 PM

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FILED
Superior Court of California
County of Los Angeles
03/25/2026

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16 *other similarly situated employees*
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18 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
19 **FOR THE COUNTY OF LOS ANGELES**

20 DONALD DUFFIE, on behalf of himself and
21 other similarly situated non-exempt former
22 and current employees,

23 23STCV28325

24 *[Assigned for all purposes to the Hon. Samantha*
25 *Jessner, Dept. 7]*

26 Plaintiffs,

27 **~~PROPOSED~~ CORRECTED AMENDED**
28 **ORDER GRANTING FINAL APPROVAL OF**
CLASS ACTION AND PAGA
SETTLEMENT; AND AWARDING
ATTORNEYS' FEES, COSTS, AND
SERVICE AWARD

29 vs.

30 *[This corrected proposed order updates the*
31 *compliance hearing date and related deadlines,*
32 *corrects a typographical reference, and conforms*
33 *the identification of Class Counsel to the Court's*
34 *prior order; no substantive changes are made]*

35 RELIABLE ENERGY MANAGEMENT,
36 INC.; and DOES 1 through 100, inclusive,

37 Defendants.

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6 *Attorneys for Plaintiff DONALD DUFFIE, on behalf of himself and
7 other similarly situated employees*

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1 **[PROPOSED] ORDER**

2 Before the Court is an unopposed motion by plaintiff Donald Duffie for final approval of the
3 settlement of putative class and PAGA claims reached with defendant Reliable Energy Management,
4 Inc. (defendant) and his accompanying unopposed motion for an award of attorneys’ fees,
5 reimbursement of litigation expenses, and services award. The motion came on for hearing on
6 March 23, 2026, at 11:00 a.m., in Department 7 of the Los Angeles Superior Court, Spring Street
7 Courthouse located at 312 N. Spring Street, Los Angeles, CA 90012, the Honorable Samanta P.
8 Jessner, presiding, for a hearing on Plaintiff’s Motion for Final Approval of Class Action and PAGA
9 Settlement and for Attorneys’ Fees, Costs, and Service Award.

10 Due to adequate notice having been given to Settlement Class Members as required by the
11 Court’s July 31, 2025 Preliminary Approval Order, and the Court having considered all papers filed
12 and proceedings in this action, and having received no objections to the settlement, and determining
13 that the settlement is fair, adequate, and reasonable, and otherwise being fully informed and good
14 cause appearing therefore, it is hereby **ORDERED AS FOLLOWS:**

15 1. This Order hereby incorporates by reference the definitions in the “Class Action and
16 PAGA Settlement Agreement and Class Notice” (“Settlement Agreement”) as though fully set forth
17 herein, and all terms used herein shall have the same meaning as set forth in the Settlement
18 Agreement.

19 2. This Court has jurisdiction over the claims of the members of the Settlement Class
20 asserted in this proceeding, personal jurisdiction over the Plaintiff and Defendant, and the members
21 of the Settlement Class, as defined in the Settlement Agreement.

22 3. This Court previously conditionally certified the Settlement Class for settlement
23 purposes. The Court hereby grants final certification approval for settlement purposes to the
24 Settlement Class, as an opt-out class, defined as:

25 All current and former non-exempt employees of Reliable Energy Management, Inc.
26 and employed in California at any time during the class period of November 17, 2019
27 through February 1, 2021.

1 4. The Court approves of the Aggrieved Employee Group, defined as: any person
2 directly employed by Reliable Energy management, Inc. and classified as a non-exempt employee
3 who worked from September 13, 2022 through July 31, 2025.

4 5. The Notice given to the class fully and accurately informed the Settlement Class of all
5 material elements of the proposed settlement and of their opportunity to exclude themselves from,
6 object to, or comment on the settlement, and to appear at the Final Approval hearing. The Notice
7 was reasonable and the best notice practicable under the circumstances. Accordingly, this Court
8 finds that the Notice program described in the Settlement Agreement and completed by the
9 Administrator complied fully with the requirements of due process, Rule 3.766 of the California
10 Rules of Court, and all other applicable laws.

11 6. The Settlement Agreement is not an admission by Defendant or by any other
12 Released Parties nor is this Order a finding of the validity of any allegations or of any wrongdoing
13 by Defendants or any other Released Parties. Neither this Order, the Settlement Agreement, nor any
14 document referred to herein, nor any action taken to carry out the Settlement Agreement, may be
15 construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or
16 liability whatsoever by or against Defendants or any of the Released Parties

17 7. All Settlement Class Members who did not submit timely Requests for Exclusion are
18 bound by this Final Approval Order and the ensuing Final Judgment and by the terms of the Parties'
19 Settlement Agreement, including releases provided for in the Settlement Agreement and this Final
20 Approval Order. As of the effective date of Settlement, by operation of the entry of this Final
21 Approval Order, each Participating Class member, including Plaintiff, shall be deemed to have fully
22 released, waived, relinquished and discharged, to the fullest extent permitted by law, all Released
23 Claims that he or she may have against the Released Parties. Settlement Class Members who did not
24 timely submit Requests for Exclusion, are enjoined from prosecuting the Released Claims, and are
25 enjoined from initiating or continuing other proceedings regarding the Released Claims, as provided
26 in the Settlement Agreement.

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1 8. Settlement Class Members were given a full opportunity to participate in the Final
2 Approval hearing, and all Settlement Class Members and other persons wishing to be heard have
3 been heard. Accordingly, the Court determines that all Settlement Class Members who did not
4 timely and properly opt out of the Settlement are bound by this Order and Judgment.

5 9. Based on the Declaration of Madely Nava of Apex Class Action, LLC, the Court find
6 that the following individuals submitted a valid and timely Request for Exclusion pursuant to the
7 terms of the Settlement Agreement, such that they shall not be considered Participating Class
8 Members; shall not release their Labor Code claims against Released Parties as set forth in the
9 Settlement Agreement, and shall not receive an Individual Settlement Amount payment: Roberto
10 Ochoa Cervantes, and Roberto Ochoa Oregal. To the extent Roberto Ochoa Cervantes and Roberto
11 Ochoa Oregal are Aggrieved Employees, they release all claims for PAGA Penalties that were
12 alleged or reasonably could have been alleged based on the PAGA Period facts stated in the
13 Operative Complaint and LWDA Notice (see Section 31 of Settlement Agreement).

14 10. As of the date of this Order, no Settlement Class Member has objected to the terms of
15 the Settlement.

16 11. The Court has considered all relevant factors for determining the fairness of the
17 Settlement and has concluded that all such factors weigh in favor of granting final approval. In
18 particular, the Court finds that the Settlement was reached following meaningful discovery and
19 investigation conducted by Plaintiffs' counsel; that the Settlement is the result of serious, informed,
20 adversarial and arms'-length negotiations between the Parties; and that the terms of the Settlement
21 are in all respects fair, adequate, and reasonable.

22 12. The Court hereby approves the Settlement and directs the Parties to effectuate the
23 Settlement according to its terms and this Order. Upon entry of this Order, compensation to
24 Participating Class Members shall be paid pursuant to the terms of the Settlement Agreement.

25 13. The Court hereby finds the Individual Settlement Payments provided to Settlement
26 Class members under the terms of the Settlement to be fair and reasonable in light of all the
27 circumstances. The Court, therefore, orders the calculations and payments to be made and
28 administered in accordance with the terms of the Settlement Agreement.

1 14. The Court confirms as class counsel: Brandon J. Sweeney of the Sweeney Law
2 Firm, and Rochelle Rodriguez and James Eashoo of Eashoo Law. The Court finds that Class
3 Counsel have sufficient experience, knowledge and skill to promote and safeguard the interests of
4 the Class. The Court therefore finds that Class Counsel satisfies the professional and ethical
5 obligations of Class Counsel.

6 15. The Court further approves an award of attorneys' fees to Class Counsel in the
7 amount of **\$66,666.00**. The Court finds that this amount is supported by both the application of the
8 percentage fee and the negative lodestar multiplier methods for awarding reasonable attorneys' fees.
9 The Court finds that Class Counsels' request falls within the range of reasonableness and the result
10 achieved justifies the requested attorneys' fees, and that Class Counsels' 2023-2026 hourly rates are
11 reasonable and commensurate with the prevailing rates for class actions.

12 16. In the course of this litigation, Class Counsel incurred **\$12,500** in past and estimated
13 future litigation costs in the form of filing fees, mediation and hearing fees, document copying fees,
14 and legal research and investigation charges. The Court finds that these costs and expenses are
15 necessary and reasonable and therefore approved. The Court approves reimbursement of Class
16 Counsel for these costs.

17 17. The Court further approves the distribution to Individual Class Payments shall be
18 those funds allocated to settlement of wage claims subject to W-2 tax treatment (and therefore
19 payroll taxes), with the remainder allocation to that of the penalty portion of the settlement subject to
20 1099 tax treatment.

21 18. The Court finds the services provided by the Settlement Administrator, Apex Class
22 Action, LLC, were for the benefit of the Class. The Court approves the fees charged by Apex of
23 **\$5,900** and finds the fees are fair, reasonable, and appropriate for reimbursement, in that they
24 include all costs and fees incurred to date, as well as estimated costs and fees involved in completing
25 the administration of the Settlement.

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1 19. The Court finds that Donald Duffie is a suitable representative for the Settlement
2 Class and is hereby appointed as Class Representative. The Court finds that Mr. Duffie’s investment
3 and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the
4 Settlement Class, and their interests are aligned with those of the Settlement Class.

5 20. The Court finds the Class Representative Service Award in the amount of \$5,000 to
6 be fair and reasonable compensation in recognition of Plaintiff’s efforts on behalf of the Settlement
7 Class and the risks incurred by Plaintiff in assisting Class Counsel as described in Plaintiff’s
8 declaration and the declarations of Class Counsel, and because Plaintiff has executed a general
9 release as described in the Settlement Agreement. The Court approves the \$5,000 payment to
10 Plaintiff / Class Representative Donald Duffie as a Service Award.

11 21. Pursuant to California Code of Civil Procedure section 384, the Court approved the *cy*
12 *pres* beneficiary HoldYou Foundation, Inc. (hereinafter “HoldYou”) and hereby orders that the
13 amounts of any voided Individual Settlement check shall be distributed to HoldYou. This is a highly
14 respected non-profit organization that helps families in crisis.

15 22. The Court hereby enters judgment pursuant to California Rules of Court 3.769(h).
16 Plaintiffs and Settlement Class Members shall take nothing from Defendant except as set forth in the
17 Settlement Agreement and this Final Approval Order and the Judgment.

18 23. Without affecting the finality of this Order and Judgment, the Court shall retain
19 continuing jurisdiction over this action and the parties pursuant to Code of Civil Procedure section
20 664.6 and California Rules of Court, Rule 3.769(h), including plaintiff, all members of the
21 Settlement Class, and defendant and over all matters pertaining to the implementation of the terms of
22 the Settlement Agreement, to include **(a)** enforcing the Settlement Agreement, **(b)** addressing
23 settlement administration matters, and **(c)** addressing such post-judgment matters as may be
24 appropriate under court rules or applicable law. Except as provided to the contrary herein, any
25 disputes or controversies arising with respect to the interpretation, enforcement or implementation of
26 the Settlement Agreement shall be presented by motion to the Court for resolution.

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1 24. Final Distribution Report and Accounting. The Court reserves a compliance hearing
2 for **September 30, 2026 at 9:00 a.m.** for the final accounting and distribution. By **September 23,**
3 **2026**, Plaintiff's counsel is to file a declaration along with the settlement administrator's declaration
4 regarding the final accounting of the settlement funds, to include the disbursements made, a
5 summary of accounting, the number and value of any uncashed settlement checks, and any other
6 matters the parties need to bring to the Court's attention.

7 25. Class Counsel shall serve this Order, and the Judgment, upon the LWDA within 5
8 court days.

9 26. Within 10 days of this Order, the Settlement Administrator shall give notice of
10 judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by
11 posting a copy of said order and final judgment on its website.

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13 **IT IS SO ORDERED.**

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15 Dated: 03/25/2026



Samantha Jessner/Judge
Hon. Samantha Jessner
Judge of the Los Angeles Superior Court