

**FILED**  
Superior Court of California  
County of Los Angeles  
06/03/2021

Sherri R. Carter, Executive Officer / Clerk of Court  
By: H. Garcia Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF LOS ANGELES, CENTRAL DISTRICT

CESAR VERA, individually and as a private  
attorney general;

Plaintiff,

vs.

ECO MAC ELECTRIC INC, a California  
corporation; and DOES 1 through 50,  
inclusive,

Defendants.

Case No.: 20STCV32001

Hon. Yolanda Orozco  
Dept. 31

**~~[PROPOSED]~~ ORDER APPROVING  
SETTLEMENT PURSUANT TO LABOR  
CODE PRIVATE ATTORNEYS GENERAL  
ACT OF 2004**

Complaint filed: August 21, 2020  
Trial: April 4, 2022

~~**PROPOSED**~~ ORDER

Having reviewed and considered the Parties' *Joint Stipulation for Order Approving Settlement Pursuant to Labor Code Private Attorneys General Act of 2004* ("Joint Stipulation") and finding good cause therefore, the Court finds that:

1. On August 21, 2020, Plaintiff Cesar Canche-Vera ("Plaintiff") filed this Action seeking civil penalties under *Labor Code Private Attorneys General Act of 2004* ("PAGA") based on alleged wage and hour Labor Code violations on behalf of "Aggrieved Employees," defined as all persons who were employed by Defendant Eco Mac Electric, Inc. ("Defendant") as non-exempt hourly employees in California at any time since May 26, 2019.

2. The California Labor Workforce and Development Agency ("LWDA") has been given proper notice of this proposed settlement, in accordance with Labor Code section 2699(l)(2), and has expressed no objection, and no other party has standing to object, nor has any other party done so.

3. Settlement of the Action for \$150,000.00, inclusive of settlement of claims under PAGA alleged in the Action, attorney's fees, litigation costs, settlement administration costs, and a general release payment to Plaintiff Cesar Canche-Vera is, in all respects, fair, adequate, and reasonable, and was reached because of intensive, serious and non-collusive arm's length negotiations.

4. Under the terms of the *PAGA Settlement Agreement* (the "Agreement") between the parties, which was filed with the Court on June 1, 2021 as an attachment to the Joint Stipulation, an award of attorney's fees and costs to Plaintiff's counsel in the amount of \$68,560.61 is fair, adequate and reasonable.

5. The amount payable to the Aggrieved Employees is fair, adequate and reasonable.

6. The amount payable to the Settlement Administrator is fair, adequate and reasonable.

7. The amount payable to Plaintiff Cesar Canche-Vera as set forth in the Agreement

1 for a general release is fair, adequate, and reasonable.

2 8. The amount payable to the LWDA as set forth in the Agreement is fair, adequate  
3 and reasonable.

4 **NOW, THEREFORE, IT IS HEREBY ORDERED:**

5 1. The Joint Stipulation is GRANTED and the Court approves the Settlement Fund of  
6 \$150,000.00, which is inclusive of settlement of claims under PAGA alleged in the Action,  
7 attorney's fees, litigation costs, and a general release payment to Plaintiff Cesar Canche-Vera. The  
8 Settlement Fund shall be distributed as follows:

- 9 a. Sixty Thousand Dollars and Zero Cents (\$60,000.00) will be paid to  
10 Plaintiff's counsel as reasonable attorney's fees; and Eight Thousand Five  
11 Hundred Sixty Dollars and Sixty-One Cents (\$8,560.61) will be paid to  
12 Plaintiff's counsel as reasonable litigation costs, as outlined in the Joint  
13 Stipulation.
- 14 b. Twenty Thousand Dollars and Zero Cents (\$20,000.00) will be paid to  
15 Plaintiff Cesar Canche-Vera as consideration for his general release of all  
16 claims in favor of Defendant, as outlined in the Joint Stipulation, including  
17 but not limited to all individual claims alleged in the Action.
- 18 c. One Thousand Seven Hundred Ninety-Five Dollars and Zero Cents  
19 (\$1,795.00) will be paid to Phoenix Settlement Administrators as  
20 reasonable Settlement Administration Expenses, as outlined in the Joint  
21 Stipulation.
- 22 d. The remaining Fifty-Nine Thousand Six Hundred Forty-Four Dollars and  
23 Thirty-Nine Cents (\$59,644.39) of the Settlement Fund after deduction of  
24 the payments under 1(a)-(c), shall be the PAGA Penalties Fund as  
25 consideration for the release of the Released Claims against the Released  
26 Parties during the Settlement Period by Plaintiff, the LWDA, the State of  
27  
28

1 California and the Aggrieved Employees . The PAGA Penalties fund will  
2 be distributed as follows:

- 3 i. 75%, or \$44,733.29, shall be paid to the LWDA;  
4 ii. 25%, or \$14,911.10, shall be paid to the “Aggrieved Employees,”  
5 distributed to each of them as Individual PAGA Payments, and such  
6 distribution shall be a *pro rata* basis based on the pay periods worked by  
7 the Aggrieved Employees during the PAGA Period.

8 2. Within the time limits set forth in the Agreement, Defendant will provide the  
9 Settlement Administrator with a complete list of all Aggrieved Employees (“Aggrieved Employee  
10 List”). The Aggrieved Employees List will be formatted in Microsoft Office Excel and will  
11 include each Representative Group Member’s full name; last known mailing address; Social  
12 Security number; the respective number of pay periods during which each Representative Group  
13 Member worked during the Settlement Period; and any other relevant information needed to  
14 calculate and distribute the individual PAGA Payments.

15 3. Within the time limits set forth in the Agreement, Defendant will deposit  
16 \$150,000.00 into a Qualified Settlement Fund to be established by the Settlement Administrator  
17 selected by the parties in the Agreement.

18 4. Within the time limits set forth in the Agreement, the Settlement Administrator will  
19 issue all payments provided in this Order. The payments will be calculated as provided in this  
20 Order.

21 5. The Court approves and incorporates by reference the terms and conditions of the  
22 Agreement and Joint Stipulation (as defined above), including, without limitation, (i) the Release  
23 of PAGA Claims (paragraph 27 of the Agreement) and (ii) Plaintiff’s general release of claims  
24 against Defendant (paragraph 19 of the Agreement), and directs the implementation of all  
25 remaining terms, conditions and provisions of the Agreement in accordance with its terms.

26 6. The Court shall retain jurisdiction over this matter until the final payment is made  
27  
28

1 and all obligations in the Agreement are satisfied.

2 7. This civil action is dismissed with prejudice. This dismissal does not extend to or  
3 otherwise affect the ability of an Aggrieved Employee to bring individual, non-representative  
4 claims against the defendant for alleged violations of the Labor Code.

5  
6 IT IS SO ORDERED.

7  
8 DATE: 06/03/2021



A handwritten signature in black ink, appearing to read "Yolanda Orozco".

Yolanda Orozco / Judge

9  
10 YOLANDA OROZCO  
11 Judge of the Superior Court  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28