

PLAINTIFF/PETITIONER: Pablo Macias, et al.	CASE NUMBER: 37-2020-00033639-CU-OE-CTL
DEFENDANT/RESPONDENT: ABM Electrical & Lighting Solutions, Inc.	

**PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*): San Diego, CA

550 W C Street, Suite 960
San Diego, CA 92101

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):
- ☒ deposited the sealed envelope with the United States Postal Service.
 - ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.
3. The *Notice of Entry of Judgment or Order* was mailed:
- on (*date*): April 5, 2022
 - from (*city and state*): San Diego, CA
4. The envelope was addressed and mailed as follows:

a. Name of person served:
Alejandro G. Ruiz, Esq.
Street address: 4 Park Plaza, Suite 1100
City: Irvine
State and zip code: CA, 92614

c. Name of person served:

Street address:
City:
State and zip code:

b. Name of person served:

Street address:
City:
State and zip code:

d. Name of person served:

Street address:
City:
State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached _____.

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

Date: 4-5-22

Matt Blum, Esq.

(TYPE OR PRINT NAME OF DECLARANT)

► 

(SIGNATURE OF DECLARANT)

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FILED
Clerk of the Superior Court

MAR 23 2022

By: R. Cersosimo, Clerk

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17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
18 **IN AND FOR THE COUNTY OF SAN DIEGO**

19 PABLO MACIAS, individual, on behalf of
20 himself and on behalf of all persons similarly
21 situated,

22 Plaintiff,

23 vs.

24 ABM ELECTRICAL AND LIGHTING
25 SOLUTIONS, INC., a Corporation; and Does
26 1 through 50, Inclusive;

27 Defendants.

Case No. 37-2020-00033639-CU-OE-CTL

**ORDER APPROVING PAGA
SETTLEMENT AND JUDGMENT**

Motion Date: March 18, 2022
Motion Time: 10:30 a.m.

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

1 Plaintiff PABLO MACIAS ("Plaintiff") moves for approval of the settlement of Plaintiff's
2 claims under the California Labor Code Private Attorneys General Act ("PAGA"), pursuant to
3 California Labor Code § 2699(l), against Defendant ABM ELECTRICAL AND LIGHTING
4 SOLUTIONS, INC. ("Defendant").

5 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted
6 in this action and is authorized to act as private attorney generals with respect to the PAGA claims
7 being released under the terms of the Settlement Agreement and Limited Release ("Settlement
8 Agreement"). The California Labor Workforce Development Agency was provided with notice of
9 the settlement and the motion for approval of the settlement via its online process and no objection
10 has been received to the settlement or the motion from the Labor Workforce Development Agency.
11 The Parties seek approval of the settlement of Plaintiff's PAGA claims and the Settlement Sum to
12 be paid as part of the settlement as set forth in the Settlement Agreement which was filed with the
13 Court. The settlement provides for a Settlement Sum in the total sum of \$170,000, which includes
14 the Net PAGA Payment, Plaintiff's Counsel attorneys' fees in the amount of \$56,100.00, Plaintiffs'
15 Counsel litigation expenses in the amount of \$10,450.00, and a Settlement Administrator Fee in an
16 amount not to exceed \$2,995.00. The Net PAGA Payment is the amount remaining from the
17 Settlement Sum after the deduction of the Settlement Administration Fee, Plaintiff's Counsel's Fee
18 Amount and Plaintiff's Counsels' Cost Amount. The Settlement Administrator will be the State
19 Controller Fund. The Court approved the Settlement Sum and the distributions of the Settlement
20 Sum as set forth above.

21 The Court, having reviewed the evidence and papers submitted and argument of counsel,
22 pursuant to Labor Code section 2699(l)(2) hereby GRANTS the Parties' motion and approves the
23 PAGA settlement as set forth in the Settlement Agreement and the Settlement Sum, which shall be
24 allocated and paid out as set forth in the Settlement Agreement.

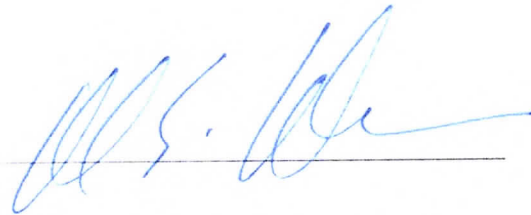
25 The "Aggrieved Employees" are defined as "all of Defendant's current and former non-
26 exempt employees employed in California between July 9, 2019, through September 19, 2021.
27 Upon entry of this Order and Judgment, the Released Parties shall be entitled to a release from any
28 and all claims for civil penalties under PAGA, of whatever kind or nature, whether known or

1 unknown, arising during the PAGA Period, based on the facts alleged in the operative complaint,
2 as well as Plaintiffs' notice letters to the LWDA, and any resulting claim for attorneys' fees and
3 costs under PAGA, which occurred during the PAGA Period. The release shall also exclude claims
4 for wrongful termination, discrimination, unemployment insurance, disability, workers'
5 compensations, and claims outside of the PAGA Period. ("Released Claims").

6 Judgment is hereby entered on the claims asserted under PAGA in this action. After entry
7 of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and
8 enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
9 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
10 the distribution of settlement benefits.

11 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
12 **ENTERED ACCORDINGLY.**

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14 DATED: 3-23, 2022

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18 THE HONORABLE RICHARD S. WHITNEY
19 JUDGE OF THE SUPERIOR COURT
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