

ARTURO VAZQUEZ HERNANDEZ, an
individual, for the real party in interest, the
State of California

Plaintiff,

v.

EAGLE PAVING COMPANY, INC.; and
DOES 1 through 50,

Defendants.

Case No. 37-2021-00003255-CU-OE-CTL

Judge: Hon. James A Mangione
Dept.: C-75

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR APPROVAL
OF PAGA SETTLEMENT**

Judge: Hon. James A Mangione
Dept.: C-75
Date: January 14, 2022
Time: 9:00 a.m.

1 Plaintiff ARTURO VAZQUEZ HERNANDEZ Notice and Motion for Approval of PAGA
2 Settlement (“Motion”) pursuant to the Private Attorneys General Act of 2004, encoded in Cal.
3 Labor Code section 2698 et. seq. (hereinafter “PAGA”) was heard in Department C-75 of the above
4 entitled Court on January 14, 2022 at 9:00 a.m. or as soon thereafter as could be heard by the
5 Court. On good cause shown, this Court rules as follows:

6 WHEREAS Plaintiff filed the instant Lawsuit against Defendant EAGLE PAVING
7 COMPANY, INC. on behalf of the State of California, pursuant to the PAGA, subsequent to
8 giving written notice to the California Labor and Workforce Development Agency (“LWDA”) and
9 Defendant as required by California Labor Code section 2699.3;

10 WHEREAS the operative Complaint in this case asserts representative claims for civil
11 penalties under the PAGA for (1) violation of Labor Code sections 1720 et seq., 1771, 1774, 1776,
12 1777.5, 1815; (2) violation of Labor Code sections 510 and 1194; (3) violation of Labor Code
13 section 226(a)(1); (4) violation of Labor Code section 226(a)(5); (5) violation of Labor Code
14 section 226(a)(2); (6) violation of Labor Code section 226(a)(9); (7) violation of Labor Code
15 section 226(a); (8) violation of Labor Code sections 512, 226.7 and the IWC Wage Order; (9)
16 violation of Labor Code section 226.7 and the IWC Wage Order; (10) violation of Labor Code
17 section 246; (11) violation of Labor Code sections 233 and 234; (12) violation of Labor Code
18 section 227.3; (13) violation of Labor Code section 204; (14) violation of Labor Code sections 201,
19 202, and 203; and (15) violation of Labor Code sections 226(b), 1198.5, and 432.

20 WHEREAS the Parties desire to settle the Lawsuit solely for the purpose of avoiding the
21 burden, time, expense and uncertainty of continuing litigation, and for the purpose of putting to rest
22 the controversies engendered by the Lawsuit;

23 WHEREAS California Labor Code section 2699(l)(2) states that “[t]he superior court shall
24 review and approve any settlement of any civil action filed pursuant to [PAGA];

25 WHEREAS the Court has reviewed and considered (1) the proposed Settlement Agreement,
26 (2) the notice and motion, (3) the declarations submitted in support thereof, and (4) the exhibit(s)
27 attached to the declarations submitted therewith;

Based thereon, the Court **HEREBY MAKES THE FOLLOWING FINDINGS:**

1. That all terms used herein shall have the same meaning as defined in the Settlement Agreement.

2. That this Court has jurisdiction over the subject matter of the Lawsuit and over all Parties to the Lawsuit.

3. That the Settlement was entered into in good faith, that the Settlement is fair to those affected and that Plaintiff, by and through his Counsel, has satisfied the standards and applicable requirements for approval of a settlement of a claim brought under the PAGA (Cal. Labor Code § 2698 et. seq.).

GOOD CAUSE APPEARING, it is HEREBY ORDERED THAT:

1. The terms of the Settlement Agreement are fair to those affected, and therefore, are approved by the Court;

2. The Court grants Plaintiff's Motion and approves the PAGA settlement in the total amount of \$325,000.00;

3. From the \$325,000.00 gross settlement, \$10,130.90 is to be allocated towards litigation costs, \$108,225 is allocated towards attorney's fees, \$204,644.10 is allocated towards civil penalties under the PAGA, and \$2,000.00 is allocated towards the Settlement Administrator's costs;

4. As delineated in subdivision (i) of Labor Code section 2699, from the **\$204,664.10** allocated to civil penalties under the PAGA, 75%, or **\$153,483.07** shall be paid to the LWDA "for enforcement of labor laws, including the administration of this part, and for education of employers and employees about their rights and responsibilities under this code"; and the remaining 25%, or **\$51,161.03**, shall be paid to the PAGA Aggrieved Employees;

4. All distributions shall be effectuated pursuant to the terms of the Settlement Agreement;

5.

6. 7. The Court retains jurisdiction over the interpretation, enforcement, and implementation of the Settlement Agreement and of this Order;

1 8. Pending administration of the settlement, an Order to Show Cause re Dismissal is
2 scheduled for May 31, 2022 at 9:00 a.m. in this Department or on _____, unless
3 Plaintiff's Counsel files a Request for Dismissal of the Entire Action, With Prejudice in advance of
4 the hearing, which will vacate the same and terminate the case.

5 **IT IS SO ORDERED**

6 DATED:

Honorable James A Mangione
Judge of the Superior Court