

FILED
Superior Court of California
County of Los Angeles

08/17/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: A. He Deputy

Electronically Received 08/17/2022 11:52 AM

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES**

Michael Beato, an individual, on behalf of
himself and on behalf of all persons similarly
situated,

Plaintiff,

v.

Elite Rooter, Inc., a California Corporation;
Elite Rooter South Bay, Inc., a California
Corporation; Elite Rooter Orange, Inc., a
California Corporation; Elite Rooter Fresno,
Inc., a California Corporation; Elite Rooter
Peninsula, Inc., a California Corporation; Elite
Rooter San Jose, Inc., a California
Corporation; Elite Rooter SDN, Inc., a
California Corporation; Elite Rooter SFV, Inc.,
a California Corporation; and DOES 6 through
50, inclusive,

Defendants.

Case No. 21STCV16493

Assigned for all Purposes to the Honorable
Stuart M. Rice (Dept. 1)

**~~proposed~~ ORDER GRANTING MOTION
FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (PAGA)
SETTLEMENT**

Hearing Date: August 17, 2022

Hearing Time: 10:30 a.m.

Location: Dept. 1

Complaint Filed: April 30, 2021

FAC Filed: September 2, 2021

Trial Date: Not Set

1 Pursuant to the Motion for an Order Granting Approval of the Private Attorneys General
2 Act (“PAGA”) Settlement submitted by Plaintiff Michael Beato, (“Motion”), having considered the
3 Motion, the Declarations of Alexander I. Dychter, Walter L. Haines, and Michael Beato filed in
4 support thereof, and all legal authorities submitted in support, the fully-executed Settlement
5 Agreement, oral argument, and good cause appearing, **IT IS ORDERED** that the Motion is
6 **GRANTED**, subject to the following orders:

7 a) The Court approves the Gross Settlement Amount by Defendants Elite Rooter South
8 Bay, Inc., Elite Rooter Orange, Inc., Elite Rooter Peninsula, Inc., Elite Rooter San Jose, Inc., and
9 Elite Rooter, Inc. (collectively hereinafter the “Defendants”) of \$260,000;

10 b) The Court approves the Net PAGA Amount of \$153,225.04, from which

11 i) \$114,918.78 (75%) shall be paid to the California Labor and Workforce
12 Development Agency (“LWDA”), and

13 ii) \$38,306.26 (25%) shall be paid to all PAGA Members to be distributed on a
14 proportionate basis;

15 c) The Court approves and awards PAGA Counsel, Dychter Law Offices, APC and
16 United Employees Law Group, PC attorneys’ fees of \$91,000, and litigation costs of \$8,318.96;

17 d) The Court does not award a service award to Plaintiff Michael Beato (“Plaintiff”);

18 e) The Court approves a payment of \$4,000 to Plaintiff for providing a general release
19 of his individual underlying claims, which includes a waiver of California Civil Code Sect. 1542;

20 f) The Court finds the payment of \$3,456.00 to Atticus Administration, LLC, the
21 Settlement Administrator, is fair and reasonable, and orders the Administrator to make this
22 payment to itself in accordance with the Settlement Agreement;

23 g) If any PAGA Members fail to cash their settlement payment checks within 180
24 days after they are mailed by the Administrator, the checks will become void and the sum of said
25 checks shall be transmitted by Atticus to the State of California Controller’s Office – Unclaimed
26 Property Fund in the names of the PAGA Settlement Members who did not cash such checks;

27 h) Pursuant to California Labor Code § 2699(l)(3), a copy of this Order shall be
28 submitted to the LWDA within 10 days after entry of this Order;

1 i) Based upon the Settlement Agreement and good cause appearing, the Court hereby
2 dismisses the putative class action claims from this case *without prejudice*;

3 j) Based upon the Settlement Agreement and good cause appearing, the Court hereby
4 dismisses Defendant Elite Rooter SDN, Inc., Defendant Elite Rooter Fresno, Inc., and Defendant
5 Elite Rooter SFV, Inc. from this case *without prejudice*; and

6 k) Pursuant to California Code of Civil Procedure § 664.6, the Court shall retain
7 continuing jurisdiction over this action and the Parties, including after entry of this Order, to the
8 fullest extent necessary to interpret, enforce and effectuate the terms and intent of the Agreement
9 and this Order.

10 **IT IS SO ORDERED.**

11
12 Dated: August 17, 2022 _____



A handwritten signature in black ink, appearing to read "Stuart M. Rice", is written over the printed name.

Stuart M. Rice / Judge

The Honorable Stuart M. Rice