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Attorneys for Defendant Main Electric Supply Company, LLC

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

JOSE LUIS PARADA GEORGE, individually,
and on behalf of other aggrieved employees
pursuant to the California Private Attorneys
General Act;

Plaintiff,

vs.

MAIN ELECTRIC SUPPLY COMPANY, LLC,
a California limited liability company; and DOES
1 through 25, inclusive.

Defendants.

Case No. 30-2021-01220136-CU-OE-CXC

PAGA SETTLEMENT AGREEMENT

Complaint Filed: September 7, 2021
Trial Date: None Set

1 This PAGA Settlement Agreement is made and entered into between Plaintiff Jose Luis Parada
2 George ("Plaintiff"), on his own behalf, on behalf of the State of California, and on behalf of other
3 Aggrieved Employees as defined below, and Defendant Main Electric Supply Company, LLC
4 ("Defendant").

5 **I. DEFINITIONS**

6 1. "Action" means the civil action filed on September 7, 2021 in the Superior Court for
7 the County of Orange in the State of California, entitled *Jose Luis Parada George, individually, and*
8 *on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act v.*
9 *Main Electric Supply Company, LLC, a California limited liability company; and DOES 1 through 25,*
10 *inclusive*, Case Number 30-2021-01220136-CU-OE-CXC.

11 2. "Aggrieved Employees" means all individuals who worked for Defendant in the State
12 of California as hourly-paid and/or non-exempt employees at any time during the PAGA Period.

13 3. "Aggrieved Employees' Payment" means twenty-five percent (25%) of the Net
14 Settlement Amount.

15 4. "Attorneys' Fees and Costs" means attorneys' fees for Plaintiff's Counsel's litigation
16 and resolution of this Action and their expenses and costs incurred in connection with the Action,
17 which shall be paid from the Gross Settlement Payment.

18 5. "Complaint" means the Complaint for Enforcement Action Under the Private
19 Attorneys General Act, California Labor Code §§ 2698 et seq. that was filed in this Action on
20 September 7, 2021.

21 6. "Court" means the Superior Court for the County of Orange.

22 7. "Defendant's Counsel" means Arthur F. Silbergeld and Christine De Bretteville of
23 Stradling Yocca Carlson & Rauth, A Professional Corporation.

24 8. "Eligible Pay Periods" means the total number of pay periods that each Aggrieved
25 Employee worked for Defendant during the PAGA Period.

26 9. "Effective Date" means the date the Court signs and enters the Settlement Approval
27 Order.

28 10. "Gross Settlement Payment" means the settlement amount of Two Hundred Twenty

Five Thousand Dollars (\$225,000.00) to be paid by Defendant in full satisfaction of all Released Claims, which includes Individual Settlement Shares to be paid to Aggrieved Employees, Incentive Payment to Plaintiff, LWDA Payment to the LWDA, Attorneys' Fees and Costs to Plaintiff's Counsel, and Settlement Administration Costs.

11. "Incentive Payment" means the payment to Plaintiff, separate from and in addition to his Individual Settlement Share, and subject to approval by the Court, for his participation in representing the State of California and the Aggrieved Employees in the Action.

12. "Individual Settlement Share" means the portion of the Net Settlement Amount to be allocated and paid to each Aggrieved Employee as provided in this Agreement. Each Individual Settlement Share shall be calculated by multiplying the Aggrieved Employee's number of total Eligible Pay Periods by the Pay Period Value.

13. "LWDA" means the California Labor and Workforce Development Agency.

14. "LWDA Payment" means seventy-five percent (75%) of the Net Settlement Amount.

15. "Net Settlement Amount" means the sum remaining after the Court-approved deductions from the Gross Settlement Payment for: (1) Incentive Payment to Plaintiff, (2) Attorneys' Fees and Costs to Plaintiff's Counsel, and (3) Settlement Administration Costs.

16. "PAGA" means the Labor Code Private Attorneys General Act of 2004, California Labor Code sections 2698, et seq.

17. "PAGA Notice" means the August 17, 2021 written notice submitted by Plaintiff's Counsel on behalf of Plaintiff and the Aggrieved Employees to the LWDA, with a copy sent to Defendant via U.S. Certified Mail, pursuant to California Labor Code section 2699.3, in which he provided notice of the specific provisions of the California Labor Code alleged to have been violated by Defendant, including the facts and theories to support the alleged violations.

18. "PAGA Period" means the period commencing on August 17, 2020 and ending on February 11, 2022.

19. "Parties" means the parties to the Agreement, specifically, Plaintiff and Defendant.

20. "Pay Periods" means the total number of Defendant's biweekly pay periods during the PAGA period in which an Aggrieved Employee was employed by, and actively worked for, Defendant

1 in an hourly-paid, non-exempt position in the State of California. The Settlement Administrator will
2 calculate the total number of Pay Periods worked by all Aggrieved Employees during the PAGA
3 Period, the Pay Period Value, and the Individual Settlement Shares payable to each Aggrieved
4 Employee. The Settlement Administrator will calculate the number of Pay Periods worked by each
5 Aggrieved Employee based upon Defendant's payroll records. Defendant's payroll data will be
6 presumed correct.

7 21. "Pay Period Value" means the amount of the Aggrieved Employees' Payment divided
8 by the total number of Pay Periods. The Pay Period Value shall be calculated by the Settlement
9 Administrator.

10 22. "Plaintiff" means Jose Luis Parada George.

11 23. "Plaintiff's Counsel" means Jonathan M. Genish, Jill J. Parker, and S. Emi Minne of
12 Blackstone Law, APC.

13 24. "Released Claims" means any and all claims or causes of action for penalties under
14 PAGA, whether known or unknown, that Plaintiff or any Aggrieved Employee had, now has, has
15 asserted, or may hereafter assert against Defendant or any Released Parties that are based on, or arise
16 from, the factual allegations in the Complaint or the PAGA Notice, during the PAGA Period, including
17 PAGA claims for violation of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510,
18 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698, et seq., 2800, and 2802, and all claims for attorneys'
19 fees and costs and statutory interest associated with the aforementioned claims.

20 25. "Released Parties" means Defendant Main Electric Supply Company, LLC, and their
21 current and former officers, directors, members, managers, employees, agents, representatives,
22 attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries,
23 affiliates, divisions, predecessors, successors, assigns, joint venturers, and any individual or entity who
24 or which could be jointly liable with Defendant Main Electric Supply Company, LLC and all persons
25 or entities acting by, through, under, or in concert with any of them.

26 26. "Settlement" or "Settlement Agreement" means the agreement to settle the claims as
27 set forth and embodied in this Agreement.

28 27. "Settlement Administration Costs" means the reasonable fees and costs payable from

1 the Gross Settlement Payment to the Settlement Administrator for performing the settlement
2 administration functions expressly required by this Agreement to administer the Settlement.

3 28. "Settlement Administrator" means Simpluris, Inc. The Parties each represent that they
4 do not have any financial interest in the Settlement Administrator or otherwise have a relationship
5 with the Settlement Administrator that could create a conflict of interest.

6 29. "Settlement Approval Order" means an order from the Court granting approval of the
7 Settlement.

8 30. "Settlement Cover Letter" means the cover letter to be mailed by the Settlement
9 Administrator to each Aggrieved Employee along with Individual Settlement Share checks.

10 II. RECITALS

11 31. On August 17, 2021, Plaintiff submitted the PAGA Notice to the LWDA and to
12 Defendant. The PAGA Notice alleged that Defendant violated California Labor Code sections 201,
13 202, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and
14 Industrial Welfare Commission Wage Order No. 7-2001. The PAGA Notice alleged, *inter alia*, that
15 Defendant failed to pay minimum and overtime wages, failed to provide meal and rest periods, failed
16 to timely pay wages during employment, failed to timely pay wages upon termination, failed to keep
17 accurate payroll records, failed to furnish accurate itemized wage statements, and failed to reimburse
18 necessary business expenses.

19 32. Plaintiff filed the Complaint against Defendant on September 7, 2021 in the Superior
20 Court for the County of Orange. The Complaint alleged one cause of action pursuant to PAGA for:
21 (1) Violation of California Labor Code sections 1194, 1197, and 1197.1 (Unpaid Minimum Wages);
22 (2) Violation of California Labor Code sections 510 and 1198 (Unpaid Overtime Wages); (3) Violation
23 of California Labor Code sections 226.7 and 512(a) (Failure to Provide Meal Periods); (4) Violation
24 of California Labor Code section 226.7 (Failure to Provide Rest Periods); (5) Violation of California
25 Labor Code section 204 (Failure to Timely Pay Wages During Employment); (6) Violation of
26 California Labor Code sections 201, 202, 203; (Failure to Timely Pay Wages Upon Termination); (7)
27 Violation of California Labor Code section 1174(d) (Failure to Keep Complete and Accurate Payroll
28 Records); (8) Violation of California Labor Code section 226(a) (Failure to Issue Accurate Itemized

1 Wage Statements); and (9) Violation of California Labor Code sections 2800 and 2802 (Unreimbursed
2 Business Expenses).

3 33. On February 11, 2022, the Parties mediated with Jeffrey Krivis, Esq., and reached the
4 Settlement that is memorialized herein. The Parties' settlement discussions were conducted at arms'
5 length, and the Settlement is the result of an informed and detailed analysis of Defendant's potential
6 liability and exposure in relation to the costs and risks associated with continued litigation. Based on
7 Plaintiff's Counsel's investigation, Plaintiff's Counsel believes that the Settlement for the
8 consideration and on the terms set forth in this Settlement Agreement is fair, reasonable, and adequate
9 and is in the best interest of Plaintiff, the Aggrieved Employees, and the State of California in light of
10 all known facts and circumstances, including the risk of significant delay and uncertainty associated
11 with litigation and various defenses asserted by Defendant.

12 34. There has been no determination on the merits of the Action or Defendant's defenses
13 thereto. However, in order to avoid additional cost and the uncertainty of litigation, the Parties desire
14 to resolve the Released Claims as of the date of execution of this Settlement Agreement.

15 **III. SETTLEMENT CONSIDERATION**

16 35. In consideration for Plaintiff signing this Settlement Agreement and complying with
17 its terms, Defendant shall pay the maximum non-reversionary gross sum of Two Hundred Twenty
18 Five Thousand Dollars (\$225,000.00) to resolve the Action and Released Claims, which shall be
19 distributed as follows:

- 20 a. Attorneys' fees of up to thirty-five percent (35%) of the Gross Settlement Payment,
21 i.e., Seventy Eight Thousand Seven Hundred Fifty Dollars (\$78,750.00), and
22 reimbursement of litigation costs and expenses up to the amount of Thirty Thousand
23 Dollars (\$30,000) to Plaintiff's counsel, Blackstone Law, APC, which Defendant
24 will not contest.
- 25 b. Incentive Payment of up to the amount of Seven Thousand Five Hundred Dollars
26 (\$7,500) to Plaintiff, which Defendant will not contest.
- 27 c. Settlement Administration Costs up to the amount of Six Thousand and Zero Dollars
28 (\$6,000.00) to Simpluris, Inc. (the "Settlement Administrator").

d. LWDA Payment consisting of seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA, and the remaining twenty-five percent (25%) of which is the Aggrieved Employees' Payment shall be distributed to the Aggrieved Employees.

36. Because this is a settlement of PAGA claims for civil penalties only, no portion of the Settlement is allocated to unpaid wages. One hundred percent (100%) of the payments for Attorneys' Fees and Costs, Incentive Payment, and the Net Settlement Amount to be paid to the LWDA and Aggrieved Employees as described in Paragraph 36 will be treated and reported for tax purposes as non-wage payments and will not be subject to local, state or federal payroll tax withholdings. The Settlement Administrator will be responsible for issuing IRS Forms 1099 as required.

37. Plaintiff understands and agrees that the State of California and Aggrieved Employees, including Plaintiff, would not receive the consideration specified in Paragraph 36, except for Plaintiff's execution of this Settlement Agreement, and the fulfillment of the promises contained herein, as well as Court approval of the Settlement. If this Settlement Agreement is not approved by the Court, it shall be null and void.

IV. SETTLEMENT DISBURSEMENT AND DISMISSAL OF ACTION

38. Defendant shall remit to the Settlement Administrator the Gross Settlement Payment within thirty (30) days (the "Settlement Funding Due Date") of the Court entering the Settlement Approval Order.

39. Upon complete distribution of the Gross Settlement Payment by the Settlement Administrator in accordance with this Settlement Agreement, the Settlement Administrator will promptly notify the Parties of such; within ten (10) business days of the notification, Plaintiff will seek dismissal of the Action in its entirety with prejudice.

V. COURT APPROVAL OF THE SETTLEMENT AGREEMENT

40. The Parties will cooperate in obtaining an order from the Court approving this Settlement Agreement and dismissal of the Action based thereon, as described herein. The Parties further agree to cooperate in the drafting and/or filing of any further documents and/or filings reasonably necessary to be prepared and/or filed, and to take all steps that may be requested by the

1 Court in order to obtain approval and implementation of this Settlement Agreement, and the payments
2 described in Paragraph 36.

3 41. The Parties shall seek to obtain Court approval of this Settlement Agreement by way
4 of an unopposed motion to be filed by Plaintiff's Counsel. Prior to filing the documents to be
5 submitted in connection with the motion to approve this Settlement Agreement, Plaintiff's Counsel
6 shall provide a draft of all documents to Defendant's Counsel for review.

7 42. The Parties expressly acknowledge that the Court's approval of the Settlement
8 Agreement is a condition precedent to any payments described in this Settlement Agreement.
9 Therefore, the Parties further acknowledge that, should the Court not grant approval of this Settlement
10 Agreement and/or should the Court refuse to grant dismissal of the action and closure of the case based
11 on the Settlement, the entirety of this Settlement Agreement shall be null and void.

12 **VI. DISTRIBUTION OF THE GROSS SETTLEMENT PAYMENT AND NOTICE TO**
13 **AGGRIEVED EMPLOYEES**

14 43. By the Settlement Funding Due Date, Defendant shall transfer the Gross Settlement
15 Payment to a qualified settlement account established by the Settlement Administrator for
16 administration of this Settlement. If the date by which payment by Defendant is due falls on a
17 Saturday, Sunday, or legal holiday in the State of California, then the due date shall be extended the
18 next following day which is not a Saturday, Sunday, or legal holiday in the State of California.

19 44. Each Aggrieved Employee will be entitled to a *pro rata* share of the Aggrieved
20 Employees' Payment based upon the number of Eligible Pay Periods that they worked. The Eligible
21 Pay Periods are the number of pay periods that Each Aggrieved Employee worked between August
22 17, 2020 and February 11, 2022, as established by Defendant's payroll records. Each Aggrieved
23 Employee will be credited with at least one (1) Eligible Pay Period.

24 a. To calculate each Aggrieved Employee's Individual Settlement Share, the
25 Settlement Administrator shall divide the number of Eligible Pay Periods an Aggrieved
26 Employee is credited by the total aggregate number of Pay Periods credited to all Aggrieved
27 Employees, and then multiply this amount by the Aggrieved Employees' Payment to arrive
28 at each Aggrieved Employee's Individual Settlement Share.

b. Aggrieved Employees will not be required to submit any claim form or other documentation to receive their Individual Settlement Share.

c. One hundred percent (100%) of all Individual Settlement Shares are to be considered penalties.

d. Aggrieved Employees may not opt out or object to the Settlement.

45. The Settlement Administrator shall distribute each Individual Settlement Share by way of check, along with the Settlement Cover Letter in the following manner:

a. No later than fifteen (15) calendar days after the Court's order granting approval of the Settlement, Defendant shall provide the Settlement Administrator with a list of all Aggrieved Employees (the "Aggrieved Employees List"), containing the following information for each Aggrieved Employee: (i) first and last name; (ii) last known address; (iii) last known telephone number; (iv) social security number; and (v) credited Eligible Pay Periods.

b. The Settlement Administrator shall conduct one (1) National Change of Address ("NCOA") search for all individuals identified on the Aggrieved Employee List.

c. No later than fourteen (14) calendar days after the Settlement Administrator's receipt of the Gross Settlement Payment, the Settlement Administrator shall mail the agreed-upon Cover Letter and Individual Settlement Share checks (together, the "PAGA Settlement Package") to all Aggrieved Employees by first-class United States mail. The Individual Settlement Share checks issued to Aggrieved Employees shall remain valid for one hundred twenty (120) calendar days, and, thereafter, shall be cancelled.

d. For each PAGA Settlement Package that is returned as undeliverable, the Settlement Administrator shall promptly attempt to locate an alternate updated address for the Aggrieved Employee at issue by using an address refresher database; the Settlement Administrator shall then attempt one (1) re-mailing of the PAGA Settlement Package.

e. The Settlement Administrator will submit all funds associated with cancelled Individual Settlement Share checks to the State of California's Unclaimed Property Fund.

46. No later than fourteen (14) calendar days after the Settlement Administrator receives

1 the Gross Settlement Payment, the Settlement Administrator shall distribute payments for Attorneys'
2 Fees and Costs to Plaintiff's Counsel, Incentive Payment to Plaintiff, Settlement Administration Costs
3 to the Settlement Administrator, and the LWDA Payment to the LWDA.

4 **VII. RELEASE OF CLAIMS BY PLAINTIFF, AGGRIEVED EMPLOYEES, AND THE**
5 **STATE OF CALIFORNIA**

6 47. Upon the Effective Date, and except as to the rights and obligations created by this
7 Settlement Agreement, Plaintiff and Aggrieved Employees, individually and on behalf of their heirs,
8 executors, administrators, representatives, attorneys, successors and assigns, and the State of
9 California, on behalf of itself and its administrators, representatives, and assigns, will be deemed to
10 have knowingly and voluntarily released and forever discharged Defendant, including Defendant's
11 parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers, successors and assigns,
12 and their current and former employees, attorneys, officers, directors and agents thereof, both
13 individually and in their business capacities, and their insurers (collectively, the "Released Parties"),
14 to the full extent permitted by law, of and from the Action and from any and all claims asserted and
15 unasserted, arising during the period from August 17, 2020 through February 11, 2022 or the date on
16 which the Court grants approval of the Settlement, whichever is sooner, for civil penalties under
17 California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available
18 under PAGA, based on the factual allegations in the Complaint and in Plaintiff's August 17, 2021
19 PAGA Notice, including failure to pay minimum wages, failure to pay overtime wages, failure to
20 provide compliant meal periods and associated premiums, failure to provide compliant rest periods
21 and associated premiums, failure to timely pay wages during employment, failure to timely pay wages
22 upon termination, failure to keep maintain requisite payroll records, failure to furnish accurate
23 itemized wage statements, and failure to indemnify or reimburse necessary business expenses, and for
24 violations of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194,
25 1197, 1197.1, 1198, 2800, and 2802 and all applicable Industrial Welfare Commission Wage Orders.

26 48. Upon the Effective Date, and except as to the rights and obligations created by this
27 Settlement Agreement, Plaintiff, individually and on behalf of his heirs, executors, administrators,
28 representatives, attorneys, successors and assigns, will be deemed to have knowingly and voluntarily

1 released and forever discharged Released Parties, to the full extent permitted by law, from any and all
2 claims of every nature whatsoever, known or unknown, suspected or unsuspected, arising out of or
3 related to Defendant's employment of Plaintiff, which Plaintiff has or may have as of the Effective
4 Date. This broader release includes, but is not limited to, all claims arising directly or indirectly from
5 Plaintiff's employment with Defendant and the termination of that employment, including without
6 limitation claims arising under federal, state or local laws and claims for unpaid wages, penalties,
7 liquidated damages, breach of contract, breach of the implied covenant of good faith and fair dealing,
8 infliction of emotional distress, wrongful or retaliatory discharge, harassment, discrimination,
9 defamation, impairment of economic opportunity, and violations of public policy, the Fair Labor
10 Standards Act, the California Labor Code, the California Fair Employment and Housing Act, the
11 California Business and Professions Code, the California Constitution, the Civil Rights Act of 1866,
12 Title VII of the Civil Rights Act of 1964, and the Americans with Disabilities Act of 1990.

13 49. Plaintiff warrants and represents that Plaintiff has not assigned or transferred or
14 purported to assign or transfer to any person or entity all or any part of or any interest in any claim
15 released under this Settlement Agreement. Plaintiff is solely responsible for the satisfaction of any
16 assignment or lien to any lien holder and will indemnify and hold the Released Parties harmless against
17 any liens, damages, penalties, fines, fees, assessments, taxes or attorneys' fees that may be imposed
18 against or incurred by any of the Released Parties as a result of the Action of any lien holder or any
19 lien claimant or any court in relation to any interest which any third party may have in any claim which
20 Plaintiff is releasing under this Settlement Agreement or any interest in any of the proceeds paid to
21 Plaintiff or Plaintiff's Counsel under this Settlement Agreement.

22 **VIII. GOVERNING LAW**

23 50. This Settlement Agreement shall be governed and conformed in accordance with the
24 laws of the State of California provided, however, that parole evidence shall not be admissible to alter,
25 vary or supplement the term of this Settlement Agreement.

26 51. In the event of a breach of any provision of this Settlement Agreement, any Party
27 reserves the right to institute an action specifically to enforce any term or terms of this Settlement
28 Agreement or seek damages for breach. In an action to enforce any term or terms of this Settlement

1 Agreement or to seek damages for breach of this Settlement Agreement, the prevailing Party in that
2 action shall be entitled to recover reasonable attorney's fees and costs from the non-prevailing Party.

3 **IX. MISCELLANEOUS**

4 52. This Settlement Agreement may not be modified, altered, or changed except through a
5 written modification signed by both Parties or their counsel wherein specific reference is made to this
6 Settlement Agreement, subject to approval by the Court. deemed an original, but all of which, taken
7 together shall constitute the same instrument. A signature made on a faxed or electronically mailed
8 copy of the Settlement Agreement or a signature transmitted by facsimile or electronic mail shall have
9 the same effect as the original signature.

10 53. The section headings used in this Settlement Agreement are intended solely for
11 convenience of reference and shall not in any manner amplify, limit, modify or otherwise be used in
12 the interpretation of any of the provisions hereof.

13 54. This Settlement Agreement was the result of negotiations between the Parties and their
14 respective counsel. In the event of vagueness, ambiguity or uncertainty, this Settlement Agreement
15 shall not be construed against the Party preparing it but shall be construed as if both Parties prepared
16 it jointly.

17 55. If Plaintiff or Defendant fail to enforce this Settlement Agreement or to insist on
18 performance of any term, that failure does not mean a waiver of that term or of the Settlement
19 Agreement. The Settlement Agreement remains in full force and effect anyway.

20 **HAVING ELECTED TO EXECUTE THIS SETTLEMENT AGREEMENT, TO FULFILL**
21 **THE PROMISES AND TO RECEIVE THE CONSIDERATION SET FORTH ABOVE,**
22 **PLAINTIFF AND DEENDANT, FREELY AND KNOWINGLY, AND AFTER DUE**
23 **CONSIDERATION, ENTER INTO THIS SETTLEMENT AGREEMENT.**

24 **IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this**
25 **Settlement Agreement as of the date(s) set forth below:**
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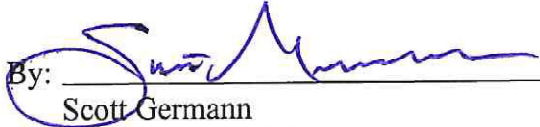
Dated: 4/6/2022 | 9:50:27 AM PDT

Jose Luis Parada George

Jose Luis Parada George
Individually and on Behalf of the State of California and
Aggrieved Employees

MAIN ELECTRIC SUPPLY COMPANY, LLC

Dated: 4/5/22

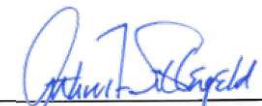
By: 
Scott Germann
President and CEO

APPROVED AS TO FORM AND CONTENT:

Dated: April 5, 2022

By: 
Jonathan M. Genish, Esq.
BLACKSTONE LAW, APC
Attorneys for Plaintiff Jose Luis Parada George

Dated: 4/5/2022

By: 
Arthur F. Silbergeld, Esq.
**STRADLING YOCCA CARLSON & RAUTH A
PROFESSIONAL CORPORATION**
Attorneys for Defendant Main Electric Supply
Company, LLC