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County of Santa Clara
23CV423490
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Attorney for Plaintiff Javier Rocha

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SANTA CLARA
UNLIMITED JURISDICTION

JAVIER ROCHA, on behalf of all aggrieved
employees,

PLAINTIFF,

VS.

GREENWASTE OF PALO ALTO, LLC,

DEFENDANT.

Case No. 23CV423490

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

This matter is before the Court on the unopposed motion (the "Motion") by Plaintiff Javier Rocha ("Plaintiff") for approval of settlement of claims for civil penalties under California's Labor Code Private Attorneys General Act (the "Settlement"). (Cal. Lab. Code §§ 2698, *et. seq.* or "PAGA"), pursuant to the terms and conditions of the settlement agreement entered into by Plaintiff and Defendant GreenWaste of Palo Alto, LLC ("Defendant") (the "Settlement Agreement"). Having read all papers in support of the motion, the Court grants Plaintiff's Motion and makes the following rulings:

1. Pursuant to PAGA, Cal. Lab. Code §§ 2699(1)(2), (1)(4), the Labor Workforce and Development Agency ("LWDA") has been given notice of the Settlement. On the date the Parties filed the motion seeking approval of the Settlement with the Court, Plaintiff

1 submitted to the LWDA a Notice of Settlement enclosing a copy of the Settlement Agreement.
2 Plaintiff's Notice of Settlement to the LWDA complied with the requirements of PAGA. A copy
3 of the Settlement Agreement is attached hereto as Exhibit 1.

4 2. The LWDA did not object to or comment on the Settlement.

5 3. The Court hereby grants approval of the Settlement based on the terms set forth in
6 the Settlement Agreement. All defined terms contained herein shall have the same meaning as set
7 forth in the Settlement Agreement.

8 4. The Settlement Agreement was executed by Plaintiff and Defendant. The Court
9 finds that the Settlement is entitled to judicial approval, and meets all of the requirements for
10 approval of a settlement under the Labor Code Private Attorneys General Act.

11 5. The Court has jurisdiction over the subject matter of this litigation, over all
12 Aggrieved Employees, and over those persons and entities undertaking affirmative obligations
13 under the Settlement.

14 6. The Settlement is approved under Cal. Lab. Code § 2699(1)(2). The settlement
15 amount is just, fair, adequate, and reasonable under all the circumstances. The Settlement is also in
16 the best interests of the parties, and it serves and is consistent with the public purposes behind
17 PAGA because it provides enforcement of the Labor Code and encourages future compliance with
18 the Labor Code.

19 7. The Court approves and confirms the release and waiver of claims as provided for
20 in the Settlement Agreement. Upon the Effective Date (as defined in the Settlement Agreement),
21 Plaintiff, as a representative of the State of California and on behalf of himself and other
22 Aggrieved Employees, will be bound (to the fullest extent allowed by law) by the Release as
23 defined in the Settlement Agreement.

24 8. The Gross Settlement Sum, Net Settlement Amount, and the methodology used to
25 calculate each PAGA Individual Settlement Payment, in accordance with the Settlement
26 Agreement, is approved under Cal. Lab. Code § 2699(1)(2).

27 9. The Court appoints Phoenix as the Settlement Administrator (the "Settlement
28 Administrator") and authorizes Phoenix to calculate and pay each PAGA Individual Settlement

1 Payment in accordance with the terms of the Settlement Agreement. The Court awards the
2 Settlement Administrator in this Action its fees and costs, in an amount not to exceed \$2,150.

3 10. The Court approves the allocations and payment of \$86,740 for the compromise of
4 claims brought under PAGA, to be paid in accordance with the terms of the Settlement. Under the
5 terms of the Settlement, 75% of the Net Settlement Amount will be paid to the State of California
6 Labor Workforce Development Agency (“LWDA Payment”); the remaining amount of the Net
7 Settlement Amount shall be distributed to the Aggrieved Employees in accordance with the terms
8 of the Settlement.

9 11. Within one hundred eighty (180) calendar days after the Settlement Administrator
10 mails the Aggrieved Employees their pro-rata share of the Net Settlement Sum, any unclaimed
11 funds, including funds from uncashed settlement checks, will be sent to the California State
12 Controller’s Office Unclaimed Property Fund attributable to each Aggrieved Employee.

13 12. Plaintiff’s Counsel shall file a final report with the Court sixty (60) days after entry
14 of judgment reporting the final distribution of all settlement funds.

15 13. The Court finds that the requested attorney’s fees and costs are reasonable and
16 hereby approved. As such, the Court awards Plaintiff’s Counsel, Kuchinsky Law Office, P.C.
17 \$50,000 in attorney’s fees and \$9,610 in costs.

18 14. Nothing in this Order or the Settlement Agreement, nor the existence of the
19 Settlement, shall be construed as an admission or concession by any party of any liability or
20 alleged violation of the Labor Code. The Settlement and this resulting Order simply represent a
21 good-faith compromise of the disputed allegations based on the parties’ assessment of the costs
22 and risks of further litigation. Neither this order, judgment, the Settlement, nor any document
23 referred to herein, nor any action taken to carry out the Settlement, may be construed as, or may be
24 used as, an admission of fault, wrongdoing, omission, concession, or liability whatsoever by or
25 against Defendant.

26 15. The Court directs the implementation of all remaining terms, conditions and
27 provisions of the Settlement pursuant to the terms of the Settlement Agreement.

28 16. Plaintiff is directed to submit a copy of this Order to the LWDA within 10 days of

1 the date of this Order pursuant to Cal. Lab. Code § 2699(1)(3).

2 17. The Court hereby ORDERS that final judgement in this matter is entered in
3 accordance with the Settlement. Pursuant to Code of Civil Procedure section 664.6, the Court shall
4 retain jurisdiction over the Parties to this action to ensure effectuation of the Settlement in
5 accordance with the terms of the Settlement Agreement and this Order and Judgment.

6 **IT IS SO ORDERED.**

7 February 23, 2024

8 DATED: _____


JUDGE WILLIAM J. MONAHAN

Judge of the Superior Court