

1 Matthew A. Haulk (SBN 272457)  
2 Email: [mhaulk@hemploymentlaw.com](mailto:mhaulk@hemploymentlaw.com)  
3 Jose M. Herrera (SBN 289590)  
4 Email: [jherrera@hemploymentlaw.com](mailto:jherrera@hemploymentlaw.com)  
5 HAULK & HERRERA LLP  
6 100 Pine Street, Suite 1250  
7 San Francisco, CA 94111  
8 Telephone: (415) 745-3219  
9 Facsimile: (415) 745-3301

10 Attorneys for Plaintiffs  
11 JESUS LOPEZ CAMACHO and VICTOR ACEVADO

12 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
13 FOR THE COUNTY OF SAN BERNARDINO

14 JESUS LOPEZ CAMACHO, an  
15 individual, on behalf of himself and others  
16 similarly situated, VICTOR ACEVADO,  
17 an individual, on behalf of himself and  
18 others similarly situated,

19 Plaintiffs,

20 vs.

21 ELECTUS CONSTRUCTION, INC., a  
22 California Corporation, DAVID  
23 NAVARRO, an individual, and DOES 1  
24 TO 50,

25 Defendants.

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

DEC 04 2024

BY   
JESSICA MORALES, DEPUTY

CASE NO.: CIVSB2222867

[Assigned to Honorable Tony Raphael, Dept. S-36]

**[PROPOSED] FINAL JUDGMENT**

Complaint Filed: October 11, 2022  
Trial Date: Not Set

1 Plaintiffs Jesus Lopez Camacho and Victor Acevedo (“Plaintiffs) Motion for Final  
2 Approval of Class Action Settlement and for Attorney’s Fees and Costs (“Motion for Final  
3 Approval”) came on for hearing on December 4, 2024, at 8:30 a.m. in Department S-36 of the  
4 above captioned court before the Honorable Tony Raphael. The court granted the Motion and  
5 finally approved the class action settlement as set forth in the JOINT STIPULATION FOR  
6 CLASS ACTION AND PAGA SETTLEMENT (“Settlement” or “Agreement”).

7 **NOW, THEREFORE, IT IS ADJUDGED, ORDERED, AND DECREED** that:

8 1. The certification of the Class is confirmed for the purposes of settlement. The  
9 Class is defined as follows:

10 Plaintiffs and all individuals who worked for Defendants in California as non-  
11 exempt employees at any time during the Class Period.

12 2. All persons who meet the foregoing definition are Class Members and  
13 Participating Class Members.

14 3. Effective on the date when Defendants fully funds the entire Gross Settlement  
15 Amount and funds all employer payroll tax owed on the wage portion of the Class Payments,  
16 each Class Member, each Aggrieved Employee, and the State of California and the Labor and  
17 Workforce Development Agency (“LWDA”) will be subject to and bound by the releases set  
18 forth in the Agreement as against Defendant and Released Parties, as those terms are defined in  
19 the Agreement and as set forth below:

20  
21 22. “PAGA Group Member(s)” means Plaintiffs and all current and former hourly  
22 non-exempt employees of Defendants within California at any time during the  
PAGA Period.

23  
24 23. “PAGA Notice” means Plaintiff’s September 28, 2022 letter, directed to  
25 Defendants and the LWDA, providing notice pursuant to Labor Code section  
2699.3, subd.(a). (a).

26  
27 24. “PAGA Period” means the period from September 28, 2021, through July 18,  
28 2024.

1 26. "Participating Class Member" means all Class Members who do not submit  
2 valid Requests for Exclusion.

3 28. "Released Class Claims" means any and all claims, liabilities, demands,  
4 obligations, penalties, costs, expenses, attorney's fees, damages, action or causes  
5 of action of whatever kind or nature, whether known or unknown, contingent or  
6 accrued, that are alleged, or that reasonably could have been alleged based on the  
7 facts alleged in the Action, including claims for: (a) meal break violations, (b) rest  
8 period violations, (c) failure to provide accurate wage statements, (d) failure to  
9 reimburse necessary business expenses, (e) waiting time penalties, (f) any right or  
10 claim for damages, unpaid wages, statutory penalties, or civil penalties arising  
11 under the California Labor Code, including Private Attorneys General Act civil  
12 penalties, or Wage Orders based on the alleged failures set forth above (a)-(f) and  
13 which were alleged, or that reasonably could have been alleged based on the facts  
14 alleged in the Action; (g) any right or claim for unfair business practices in violation  
15 of California Business & Professions Code sections 17200, et seq., based on the  
16 alleged failures set forth in (a)-(f) and which were alleged, or that reasonably could  
17 have been alleged based on the facts alleged in the Action and expressly excluding  
18 all other claims, including claims for unemployment insurance, disability, social  
19 security, and workers' compensation, and claims outside of the Class Period; and  
20 (h) any violation of the California Labor Code arising from or related to the conduct  
21 alleged in in (a)-(f) and which were alleged, or that reasonably could have been  
22 alleged based on the facts alleged in the Action, including violation of California  
23 Labor Code sections 201, 202, 203, 204, 206, 218.5, 221, 223, 226, 226.3, 226.7,  
24 246, 510, 512, 558, 1194, 1197, 1198, 2699.2, 2699.3, 2802, 2810.5, and IWC  
25 Wage Orders. The Released Class Claims will cover all Class Members who do not  
26 submit a Request for Exclusion. The Parties agree that the judgment, and the  
27 Released Class Claims provided herein, shall have res judicata effect.  
28

29 "Released PAGA Claims" means any and all claims for civil penalties under  
30 PAGA based on the labor code violations alleged in each and every Notice sent by  
31 Plaintiffs to the LWDA; including, but not limited to, California Labor Code  
32 sections 201, 202, 203, 204, 206, 218.5, 221, 223, 226, 226.3, 226.7, 246, 510, 512,  
33 558, 1194, 1197, 1198, 2699.2, 2699.3, 2802, 2810.5, and IWC Wage Orders that  
34 were alleged in the LWDA notices and subsequently pled in the Operative  
35 Complaint, as well as all facts, theories, or claims for civil penalties that would be  
36 considered administratively exhausted under applicable law by the PAGA Notice  
37 Plaintiffs sent to the LWDA. PAGA Group Members, regardless of whether they  
38 submit timely and valid Requests for Exclusion from the Settlement Class, and the  
39 State of California and the LWDA, will release all claims under PAGA that could  
40 have been premised on the claims, causes of action or legal theories described the  
41 Operative Complaint during the PAGA Period, or, in the alternative, all facts,

1 theories, or claims for civil penalties that would be considered administratively  
2 exhausted under applicable law by the PAGA Notice Plaintiffs sent to the LWDA.

3 30. "Released Parties" means Defendants and Defendants' former and present  
4 parents, subsidiaries and affiliated companies and entities, franchisors and  
5 franchisees, and their current, former, and future owners, officers, shareholders,  
6 directors, members, managers, operators, employees, consultants, vendors,  
7 partners, affiliates, subsidiaries, shareholders, attorneys, insurers, payroll providers,  
8 joint venturers, and agents, and any successors, assigns, or legal representatives,  
9 both individually and in their business capacities, and any individual or entity who  
10 or which could be jointly liable with Defendants and all persons or entities acting  
11 by, through under or in concert with any of them, including but not limited to any  
12 and all staffing agencies and professional employment organizations that supplied  
13 employees to Defendants, or performed professional employment organization  
14 services, as applicable, Doe Defendants, and anyone that can be held legally  
15 responsible for the claims alleged in the Operative Complaint.

12 4. This Court hereby grants final approval for and awards the following amounts, all  
13 to be paid from the Gross Settlement Amount: (i) \$56,100 for the Class Counsel attorney's fee  
14 award comprised of one-third of the Gross Settlement Amount, and litigation expenses in the  
15 amount of \$7,745.15; (ii) an enhancement award to Plaintiff Jesus Lopez Camacho of \$7,500;  
16 (iii) an enhancement award to Plaintiff Victor Acevedo of \$7,500; (iv) Administrator expense  
17 payment of \$8,250 to ILYM Group, Inc.; and (v) 6,375 (75% of the PAGA Settlement) to the  
18 Labor and Workforce Development Agency ("LWDA Payment").

19 5. Plaintiffs shall give notice of this Judgment to the Labor and Workforce  
20 Development Agency within ten (10) days after entry of the Judgment or order pursuant to  
21 California Labor Code section 2699(1)(3).

22 6. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the  
23 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to  
24 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement  
25 benefits, pursuant to Code of Civil Procedure section 664.6.


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1           LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO  
2 ORDERED.

3  
4 DATED: 12-4-2024

By   
Hon. Tony Raphael  
Judge of the Superior Court

**PROOF OF SERVICE**


*Jesus Camacho, et al. v. Electus Construction, Inc., et al.*  
**San Bernardino County Superior Court Case No.: CIVSB2222867**

1.	At the time of service, I was at least 18 years of age and not a party to this legal action.	
2.	My business address is 100 Pine Street, Suite 1250, San Francisco, CA 94111	
3.	I served copies of the following document(s):  <b>[PROPOSED] FINAL JUDGMENT</b>	
4.	I served the documents listed above in Item 3 on the following persons at the addresses listed:  <b>Robert H. Pepple Alejandro Castro NIXON PEABODY LLP 300 S. Grand Avenue, Suite 4100 Los Angeles, CA 90071-3151 Email: <a href="mailto:rpepple@nixonpeabody.com">rpepple@nixonpeabody.com</a> <a href="mailto:acastro@nixonpeabody.com">acastro@nixonpeabody.com</a></b>  <i>Attorneys for Defendants ELECTUS CONSTRUCTION, INC. and DAVID NAVARRO</i>	
5.	a.	<b>By Personal Service.</b> I personally delivered the documents on the date shown below to the persons at the addresses listed above in Item 4. (1) For a party represented by an attorney, delivery was made to the attorney or at the attorney's office by leaving the documents in an envelope or package clearly labeled to identify the attorney being served with a receptionist or an individual in charge of the office. (2) For a party delivery was made to the party or by leaving the documents in the party's residence between the hours of eight in the morning and six in the evening with some person not less than 18 years of age.
	b.	<b>By United States Mail.</b> I enclosed the documents in a sealed envelope or package, in the mail at San Rafael, California, where I am a resident or employee in the County of Marin where the mailing occurred. I addressed the sealed envelope or package to the persons at the addresses in Item 4 and (specify one):
	(1)	Deposited the sealed envelope in a United States Postal Service mailbox with the postage fully prepaid on the date shown below
	(2)	Placed the envelope for collection and mailing on the date shown below, following our ordinary business practices and I am readily familiar with this business's practice for collecting and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the

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		United States Postal Service, in a sealed envelope with postage fully prepaid.
	c.	<b>By Overnight Delivery.</b> Pursuant to California Rules of Court, Rule 8.25, I enclosed the documents on the date shown below in an envelope or package provided by an overnight delivery carrier and addressed to the person at the addresses in Item 4. I placed the envelope or package for collection and overnight delivery at an office or a regularly utilized drop box of the overnight delivery carrier.
	d.	<b>By Messenger Service.</b> I served the documents on the date shown below by placing them in an envelope or package addressed to the person on the addresses listed in Item 4 and providing them to a professional messenger service for service.
	e.	<b>By Fax Transmission.</b> Based on an agreement to accept service by fax transmission, I faxed the documents on the date shown below to the fax numbers of persons listed in Item 4. No error was reported by the fax machine that I used
	f. X	<b>By Electronic Transmission.</b> I caused the documents to be sent on the date shown below to the persons at the electronic service address listed above in Item 4. I did not receive within a reasonable time after the transmission any electronic message or other indication that the transmission was unsuccessful.
6.	I served the documents by the means described above on November 7, 2024	

I declare under penalty of perjury that this document is signed in Los Angeles, California under the laws of the State of California and that the foregoing is true and correct.

November 7, 2024	Toni Gesin	
Date	(Type or Print Name)	(Signature of Declarant)