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

JUL 08 2021

BY

JESSICA MORALES, DEPUTY

Attorneys for Plaintiff MAGNO PORTILLA as an individual and on behalf of all employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

MAGNO PORTILLA, as an individual and on
behalf of all similarly situated employees,

Case No.: CIVDS2005484

CLASS ACTION

Plaintiff,

~~[PROPOSED]~~ JUDGMENT
FOLLOWING ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT,
AWARDING ATTORNEY'S FEES,
COSTS AND ENHANCEMENT
AWARD

vs.

MYR GROUP, INC.; STURGEON
ELECTRIC CALIFORNIA, LLC; and DOES
1-50, inclusive,

Defendants.

Assigned for All Purposes to:
Hon. David Cohn, Dept.: S26

Date: July 8, 2021
Time: 10:00 a.m.
Dept.: S26

Complaint filed: February 21, 2020
Trial date: None Yet Set

FILED BY FAX

[PROPOSED] JUDGMENT

Pursuant to the Order Granting Final Approval of Class Action Settlement, Awarding Attorney's Fees, Costs and Enhancement Award, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Parties' Joint Stipulation of Class Action Settlement and Release (the "Settlement Agreement") entered into by and between Plaintiff Magno Portilla ("Plaintiff") and Defendants MYR GROUP, INC. and STURGEON ELECTRIC CALIFORNIA, LLC ("Defendants") shall be incorporated into this Judgment as though all terms therein are set forth in full. The capitalized terms in this Order shall have the same force and effect as the terms defined in the Settlement Agreement.

2. The Settlement Class consists of the following: All current and former non-exempt employees who worked for Defendants within the State of California as members of the International Brotherhood of Electrical Workers Local 11 union at any time from February 21, 2016, to the date of preliminary approval of this settlement by the Court. The Court granted preliminary approval of this settlement on March 5, 2021.

3. In exchange for the consideration given by Defendants in the proposed Settlement, all Class Members who do not timely opt out of the Settlement (the Settlement Class Members) will expressly release, waive and discharge, and will be deemed to have released, waived and discharged, any and all known and unknown claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action contingent or accrued for, arising out of the allegations and claims asserted in the Action, including without limitation, all wage and hour claims for unpaid wages including minimum wage payments, failure to pay wages during employment, failure to pay overtime, failure to pay wages upon termination, uniform maintenance costs, meal and rest break violations, wage statement violations and penalties, waiting time penalties, reimbursement, restitution and other equitable relief, disgorgement, conversion, unjust enrichment, civil and statutory penalties, interests, liquidated damages, punitive damages, attorneys' fees and costs, claims under California Labor Code sections 201-203, 204, 210, 223, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1198, 2698-2699.5, 2802, Industrial Welfare Commission Wage Order No. 16, claims under California Business & Professions Code sections 17200-17204, penalties pursuant to the Private Attorneys General Act ("PAGA"), and any other

1 benefit claims on account of the allegations asserted in the Action. This release shall apply to all claims arising
2 at any point between February 21, 2016 through the date the Court grants Preliminary Approval of the
3 Settlement (March 5, 2021).

4 4. Released Claims by Settlement Class Members against Released Parties shall not take effect
5 until the Gross Settlement Amount is fully funded.

6 5. The Parties acknowledge that under this release, the right of the California Labor and
7 Workforce Development Agency ("LWDA") to investigate the released PAGA claims is not released, but
8 Released Claims do include any claims for penalties by a Class Member as a result of any such LWDA
9 investigation for the statutes set forth in the Notice submitted by Plaintiff to the LWDA dated February 20,
10 2020. This release shall not apply to claims for workers' compensation benefits, unemployment insurance
11 benefits, or any other claim or right that as a matter of law cannot be waived or released.

12 6. The Class Representative, Plaintiff Magno Portilla, releases all claims against Defendants and
13 waives rights under Civil Code Section 1542, as set forth in Sections 1.32 and 3.2.2 of the Stipulation of Class
14 Action Settlement and Release. Likewise, Defendant also releases claims against Plaintiff and waive rights
15 under Civil code Section 1542, as set forth in Section 3.3 of the Joint Stipulation of Class Action Settlement
16 and Release.

17 7. Notice to Class Members, including the mailing of the Class Notice set forth in the
18 Settlement Agreement, has been completed in conformity with the Preliminary Approval Order. The
19 Notice informed Class Members of the manner in which to request exclusion or to object to the settlement
20 and the deadlines for each, as well as the right to appear at the final approval hearing. Adequate periods
21 of time were provided for each of these procedures. As part of this notice process, one (1) putative class
22 member opted out of the Settlement Class, and zero (0) putative class members objected to the settlement.

23 8. Judgment is entered pursuant to: (1) the terms of the Settlement Agreement; (2) the March
24 5, 2021 Order granting preliminary approval of the Settlement; (3) the Ruling and Order granting final
25 approval of the Settlement and granting Class Counsel's request for attorney's fees, costs and
26 enhancement award for Plaintiff Magno Portilla; and (4) this Order granting Judgment.

27 9. The terms of the settlement as follows:

- 28
- The Gross Settlement Amount ("GSA") is One Hundred Ninety-Five Thousand Dollars

1 (\$195,000.00), non-reversionary. The Net Settlement Amount ("Net") (\$105,875.00) is
2 the GSA minus the following:

- 3 ○ The Court awards reasonable attorneys' fees in the amount of Sixty-Five Thousand
4 Dollars (\$65,000.00) to Class Counsel. All fees are paid in accordance with the
5 terms of the Settlement;
- 6 ○ The Court awards costs in the amount of Eight Thousand Five Hundred Dollars
7 (\$8,500.00) to Class Counsel. All costs are paid in accordance with the terms of
8 the Settlement;
- 9 ○ The Court awards service enhancement payment of Five Thousand Dollars
10 (\$5,000.00) to the Plaintiff Magno Portilla;
- 11 ○ The Court awards costs in the amount of Five Thousand Dollars (\$5,000.00) to
12 Phoenix Settlement Administrators for the administration of the settlement;
- 13 ○ The Court finds and determines that the Ten Thousand Dollars (\$10,000.00) for
14 civil penalties under PAGA, as provided for in the Settlement, is fair and
15 reasonable. Of the ten thousand dollars (\$10,000.00), seventy five percent (75%)
16 or seven thousand five hundred dollars (\$7,500.00) shall go the LWDA and two
17 thousand five hundred dollars (\$2,500.00) or twenty-five percent (25%) shall be
18 paid to eligible Class Members based on the number of pay periods worked from
19 February 20, 2019 through the date the Court granted preliminary approval of the
20 settlement (March 5, 2021).

21 10. Neither this Judgment nor the Settlement Agreement shall constitute an admission by
22 Defendants of any liability or wrongdoing, nor is this Judgment a finding of the validity of any of the
23 claims alleged in the lawsuit or a finding of liability or wrongdoing by Defendants.

24 11. Without affecting the validity of this Judgment in any way, the Court shall retain exclusive
25 and continuing jurisdiction over the above-captioned parties, including all Class Members pursuant to
26 California Rules of Court, Rule 3.769 for purposes of supervising, administering, implementing,
27 enforcing, and interpreting the Settlement Agreement and the Final Approval Order.

28 12. The Court finds that the Settlement was made and entered into in good faith and

1 constitutes a fair, reasonable and adequate compromise of the Released Claims against Defendant.

2 13. If the Court approves this Settlement at the Final Approval Hearing, the Parties shall
3 request that the Court enter the Final Judgment after the Gross Settlement Amount has been fully funded,
4 with the Court retaining jurisdiction over the Parties to enforce the terms of the judgment.

5
6 DATED: 7.8.21

David Cohn

Honorable David Cohn
Judge of the Superior Court

PROOF OF SERVICE
Code of Civ. Proc. § 1013a, subd. (3)

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On **June 14, 2021**, I served [X] true copies [] originals of the following document(s): **[PROPOSED] JUDGMENT FOLLOWING ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT, AWARDED ATTORNEYS' FEES, COSTS AND ENHANCEMENT AWARD**. I served the document(s) on the person(s) below as follows:

Maria D Mosqueda 557 N Los Robles Ave., No. 1 Pasadena, CA 91101	Agent for Service of Process for Defendant MYR GROUP, INC.
BY MAIL ONLY	
Christopher Hoffman, Esq. Phillip Simpler, Esq. FISHER PHILLIPS LLP 2050 Main Street, Suite 1000 Irvine, CA 92614	Attorneys for Defendant STURGEON ELECTRIC CALIFORNIA, LLC Telephone: (949) 851-2424 Facsimile: (949) 851-0152 Emails: choffman@fisherphillips.com psimpler@fisherphillips.com
BY EMAIL ONLY	

The document(s) were served by the following means:

☒ **By Mail:** I enclosed the document(s) in a sealed envelope or package addressed to the person(s) at the addresses above. I then placed the envelope for collection and mailing, following our ordinary business practices. 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 United States Postal Service, in a sealed envelope with postage fully prepaid. I am employed in the county where the mailing occurred. The envelope or package was placed in the mail at Long Beach, CA.

☒ **By e-mail:** Based upon court order due to COVID-19 or an agreement of the parties to accept service by e-mail, I caused the document(s) to be sent to the persons at the electronic service addresses listed above from the email address npierson@mahoney-law.net. Within a reasonable time after the transmission, no error, electronic message or any other indication that the transmission was unsuccessful was received.

☒ **(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **June 14, 2021**, at Long Beach, California.


Rosa Castilla