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

DEC 20 2023

BY *Victoria Sanchez*
VICTORIA SANCHEZ, DEPUTY

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SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN BERNARDINO

ESTEBAN MARTINEZ, on behalf of all others
similarly aggrieved,

Plaintiff,

vs.

'T' MCGEE ELECTRIC, INC., a California
corporation; TRENT MCGEE, an Individual;
and DOES 1-20, Inclusive,

Defendants.

CASE NO. CIVSB2114427

Assigned for All Purposes to:
Hon. Jessica Morgan
Dept. S-26

~~[PROPOSED]~~ ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
REQUEST FOR ATTORNEY'S FEES
AND COSTS AND JUDGMENT
THEREON

Date: December 20, 2023
Time: 8:30 a.m.
Dept.: S-26

1 The Court, having read the papers filed with regard to Plaintiffs' motion for final approval
2 of a class action settlement and request for attorney's fees and costs, and having heard argument
3 on the motions, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement ("Settlement Agreement"), attached as
7 Exhibit 1 to the Declaration of J. Kirk Donnelly, filed on or about August 8, 2023, is the product
8 of arms-length negotiations between the parties and the terms of the Settlement Agreement are
9 fair, reasonable, adequate, and in the best interests of the Settlement Class. The Settlement
10 Agreement therefore is finally approved, and its terms incorporated herein. The Court orders the
11 parties to the Settlement Agreement to perform forthwith their respective duties and obligations
12 thereunder.

13 3. The Settlement Class, which was provisionally certified by the Court in its August
14 23, 2023 Order Granting Preliminary Approval, hereby is certified under California Code of Civil
15 Procedure Section 382 for purposes of settlement only. The Settlement Class includes all
16 individuals in California and classified as a non-exempt employee who worked for Defendant 'T'
17 McGee Electric, Inc. ("McGee Electric") during the Class Period of May 21, 2017 to July 22,
18 2023.

19 4. The Court adjudges Plaintiff and all Participating Class Members, on behalf of
20 themselves and their respective former and present representatives, agents, attorneys, heirs,
21 administrators, successors, and assigns, to the fully extent permitted by law, to have released the
22 Released Parties (as defined in the Settlement Agreement) from all claims that were alleged, or
23 reasonably could have been alleged, based on the Class Period facts stated in the Operative
24 Complaint. Participating Class Members do not release any other claims, including claims for
25 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
26 unemployment insurance, disability, social security, workers' compensation, or claims based on
27 facts occurring outside the Class Period.

28 5. The Court further adjudges Plaintiff and all Aggrieved Employees, on behalf of

1 themselves and their respective former and present representatives, agents, attorneys, heirs,
2 administrators, successors, and assigns, to the fully extent permitted by law, to have released the
3 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have
4 been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA
5 Notice.

6 6. One class member – Cheryl Clark – submitted a valid and timely request to be
7 excluded from the settlement. This individual therefore is excluded from the Class and is not
8 bound by the Settlement Agreement, the Release of Claims, or this Order and Judgment, except
9 as to the release of claims under PAGA.

10 7. The Settlement Administrator is ordered to distribute to the participating Class
11 Members their respective individual settlement payments from the Net Settlement Amount as
12 provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after
13 the check void date shall be forwarded to the California State Controller's Unclaimed Property
14 Fund as provided in the Settlement Agreement. No funds shall revert to McGee Electric.

15 8. The Court further orders that the Class Members be provided with notice of this
16 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
17 copy of this Order and Judgment on its website for at least sixty (60) days.

18 9. The Class Counsel Fee Award claimed by Class Counsel the Law Offices of J.
19 Kirk Donnelly, APC and Crosner Legal PC is reasonable, appropriate, and consistent with the
20 attorneys' fees awarded in the Greater Los Angeles Area for attorneys with similar qualifications,
21 skill, and experience. Further, the costs incurred by Class Counsel were reasonable and necessary
22 for the successful prosecution of the case. Accordingly, the Court approves Class Counsel's
23 request for an award of attorney's fees in the amount of \$316,666.67 and an award of costs and
24 expenses in the amount of \$22,112.68. Such amounts shall be paid as provided in the Settlement
25 Agreement.

26 10. The request for a service award to Plaintiff and Class Representative Esteban
27 Martinez in the amount of \$10,000.00, is reasonable given the risks Plaintiff assumed and the
28 amount of time Plaintiff spent assisting with prosecuting the case. The requested amount also is

1 within the range of reasonableness for such awards approved in other cases. Accordingly, the
2 Court approves the request for a service payment to Esteban Martinez in the amount of
3 \$10,000.00 each, and the Settlement Administrator is ordered to make such payments consistent
4 with the terms of the Settlement Agreement.

5 11. The Court finds and determines the \$50,000 PAGA Penalties payment is fair,
6 appropriate, and reasonable and that the payment to the California Labor & Workforce
7 Development Agency of \$37,500.00 as its share of the settlement of civil penalties under the
8 California Private Attorneys General Act, Labor Code Sections 2698, *et seq.*, is fair, appropriate,
9 and reasonable. The Court hereby finally approves said payment and orders the payment be made
10 per the terms of the Settlement Agreement.

11 12. The Settlement Agreement provides the Settlement Administrator, CPT Group,
12 Inc., shall be paid an amount not to exceed \$11,250.00. As set forth in the Declaration of Jeremy
13 Romero, the Settlement Administrator is owed \$11,250.00 for services rendered and to be
14 rendered in administering the settlement. The Court therefore orders that CPT Group, Inc. be
15 paid the amount of \$11,250.00 consistent with the terms of the Settlement Agreement.

16 13. A compliance hearing is set for December 16, 2024, in Department S-26 of the
17 San Bernardino County Superior Court. The parties are ordered to file a compliance report no
18 later than five (5) court days before the compliance hearing.

19 14. Under California Rule of Court 3.769(h), without affecting the finality of this
20 Order and Judgment in any way, the Court retains jurisdiction over: (1) implementation and
21 enforcement of the Settlement Agreement pursuant to further orders of this Court until the final
22 judgment contemplated becomes effective and each and every act agreed to be performed by the
23 parties has been performed under the terms of the Settlement Agreement; (2) any other action
24 necessary to conclude this settlement and to implement the Settlement Agreement; and (3) the
25 enforcement, construction, and interpretation of the Settlement Agreement.

26 15. Neither this Order and Judgment nor the Settlement Agreement upon which it is
27 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
28 This Order is not a finding of the validity or invalidity of any claims in this action or a

1 determination of any wrongdoing by any party. The final approval of the parties' settlement will
2 not constitute any opinion, position or determination of this Court as to the merits of the claims or
3 defenses of any party.

4 16. Judgment is hereby entered as follows: Plaintiff Esteban Martinez and the
5 Participating Class Members, defined as all individuals who worked for McGee Electric as a non-
6 exempt employee in California during the Class Period of May 17, 2017 to July 22, 2023, who
7 have not otherwise opted out, shall take nothing from defendant McGee Electric except as set
8 forth in the Settlement Agreement. The Court shall retain jurisdiction over the parties to interpret,
9 implement and enforce this Judgment.

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12 Dated: 12/20/23



Jessica L. Morgan
Judge of the Superior Court