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Attorneys for Plaintiff Shawnte Johnson

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

SHAWNTE JOHNSON, in Representative
capacity only, and on behalf of other members of
the general public similarly situated,

Plaintiff,

v.

EDGES ELECTRICAL GROUP, LLC, a
California Limited Liability Corporation,
CHESTER C. LEHMANN CO., INC., a
California Corporation and DOES 1-10,
inclusive,

Defendants.

Case No. HG21111951

Assigned to the Hon. Tara M. Desautels

**~~PROPOSED~~ ORDER APPROVING THE
PARTIES' PAGA SETTLEMENT
AGREEMENT AND JUDGMENT**

Date: December 14, 2022
Time: 2:30 p.m.
Place: Department 16

FILED
Superior Court of California
County of Alameda
12/15/2022
Clad Fink, Executive Officer / Clerk of the Court
By: A. Tumorong Deputy

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1 finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order and
2 Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the
3 Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
4 concession, or liability whatsoever by or against Defendants.

5 8. The settlement of civil penalties under PAGA in the amount of approximately
6 \$388,865.55 is hereby approved. Seventy-Five Percent (75%), or approximately \$291,649.16, shall be
7 paid to the California Labor and Workforce Development Agency. The remaining Twenty-Five Percent
8 (25%), or approximately \$97,216.39, shall be paid to Aggrieved Employees.

9 9. The Court hereby awards \$208,333 in attorneys' fees and \$7,801.45 costs to Plaintiff's
10 Counsel, Sullivan Law Group, APC and Capstone Law APC.

11 10. The Court approves a Service Award of \$10,000 to Shawnte Johnson.

12 11. The Court appoints CPT Group, Inc. to serve as the Settlement Administrator.

13 12. This Judgment shall be binding on all Aggrieved Employees and the State of California,
14 who are hereby barred by the doctrine of res judicata from re-litigating the Settled Claims during the
15 Settlement Period, as those terms are defined by the Settlement. *See Arias v. Superior Court*, 46 Cal. 4th
16 969, 986 (2009) (holding that a judgment in a representative action brought by an aggrieved employee
17 under PAGA is binding not only on the named employee plaintiff but also on state labor law
18 enforcement agencies and any aggrieved employee not a party to the proceeding).

19 13. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive
20 and continuing jurisdiction under California Code of Civil Procedure § 664.6, over the above-captioned
21 action and the parties for purposes of enforcing the terms of the Judgment and the Settlement.

22 14. This document shall constitute a judgment under California Code of Civil Procedure §
23 664.6.

24
25 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

26 Date 12/15/2022



Hon. Tara M. Desautels
Alameda County Superior Court Judge
Tara Desautels / Judge

PROOF OF SERVICE

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1875 Century Park East, Suite 1000 Los Angeles, California 90067.

On **October 10, 2022**, I served the document described as: **[PROPOSED] ORDER APPROVING THE PARTIES' PAGA SETTLEMENT AGREEMENT AND JUDGMENT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Ernest M. Malaspina
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Attorney's for Defendant:
EDGES ELECTRICAL GROUP, LLC
CHESTER C. LEHMANN CO., INC.

☐ **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

☐ **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

☐ **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the counsel for Defendant.

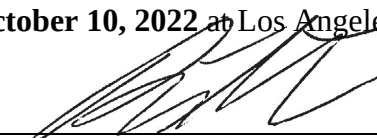
☒ **BY ELECTRONIC SERVICE:** I caused the document(s) to be transmitted electronically via One Legal eService to the individuals listed above, as they exist on that database. This will constitute service of the document(s).

☐ **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on **October 10, 2022** at Los Angeles, California.

Riley McIntire

Type/Print Name



Signature