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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

JOSE LUIS PARADA GEORGE,
individually, and on behalf of other aggrieved
employees pursuant to the California Private
Attorneys General Act;

Plaintiff,

vs.

MAIN ELECTRIC SUPPLY COMPANY,
LLC, a California limited liability company;
and DOES 1 through 25, inclusive.

Defendants.

Case No.: 30-2021-01220136-CU-OE-CXC

Honorable Randall J. Sherman
Department CX105

Reservation No.: 73762798

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT AND
AWARD OF ATTORNEYS' FEES AND
COSTS, INCENTIVE AWARD, AND
SETTLEMENT ADMINISTRATION COSTS**

Date: September 30, 2022
Time: 10:00 a.m.
Dept: CX105

Complaint Filed: September 7, 2021
Trial Date: Not Set

PROPOSED ORDER

On September 30, 2022 at 10 a.m. in Department CX105 of the above-entitled Court, located at 751 West Santa Ana Boulevard, Santa Ana, California 92701, Plaintiff Jose Luis Parada George's ("Plaintiff") Motion for Approval of PAGA Settlement and Award of Attorneys' Fees and Costs, Incentive Award, and Settlement Administration Costs ("Motion") came on for hearing before the Honorable Randall J. Sherman. Blackstone Law, APC appeared on behalf of Plaintiff and Stradling Yocca Carlson & Rauth, A Professional Corporation, appeared on behalf of Defendant Main Electric Supply Company, LLC ("Defendant").

Plaintiff and Defendant (the "Parties") have executed a PAGA Settlement Agreement (the "Settlement" or "Settlement Agreement").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion.

IT IS HEREBY ORDERED THAT:

1. Plaintiff's Motion for Approval of PAGA Settlement and Award of Attorneys' Fees and Costs, Incentive Award, and Settlement Administration Costs is granted in its entirety.

2. This Order incorporates by reference the definitions in the PAGA Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the PAGA Settlement Agreement.

3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private Attorneys General Act (Cal. Labor Code § 2698, et seq.) ("PAGA"), including, but not limited to, providing the California Labor and Workforce Development Agency ("LWDA") and Defendant with notice of the specific provisions of the California Labor Code alleged to have been violated, including, but not limited to, the facts and theories to support the alleged violations, in conformity with California Labor Code § 2699.3(a).

4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene or appear in the above-captioned action ("Action").

5. The aggrieved employees covered under the Settlement consist of the following

1 individuals:

2 All individuals who worked for Defendant in the State of California as hourly-paid and/or non-
3 exempt employees at any time during the PAGA Period (the “Aggrieved Employees”).

4 The PAGA Period is defined as the period commencing on August 17, 2020 and ending on February
5 11, 2022.

6 6. The Court finds that the Parties reached the Settlement as a result of arm’s-length
7 negotiations.

8 7. Pursuant to California Labor Code § 2699(1)(2), the Court has reviewed the sum
9 allocated for payment of penalties under PAGA (the “Net Settlement Amount”), and determines that
10 it is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The
11 Net Settlement Amount shall be the Total Settlement Amount (\$225,000.00) less the approved
12 Attorneys’ Fees and Costs to Plaintiff’s Counsel, Incentive Payment to Plaintiff, and Settlement
13 Administration Costs to Simpluris, Inc. (the “Settlement Administrator”). Seventy-five percent (75%)
14 of the Net Settlement Amount shall be distributed to the LWDA (“LWDA Payment”) and twenty-five
15 percent (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees in
16 accordance with this Order and Judgment and the Settlement Agreement.

17 8. The Court has considered the Settlement, and the monetary allocations provided
18 thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the
19 Settlement Administrator to administer the Settlement and to make the payments as provided for by,
20 and consistent with, this Order and Judgment and the Settlement Agreement.

21 9. The Court approves the payment of \$67,500 to Blackstone Law, APC for attorneys’
22 fees. This amount shall be paid from the Gross Settlement Payment and shall be disbursed in
23 accordance with this Order and Judgment and the Settlement Agreement.

24 10. The Court approves the payment of \$13,797.48 to Blackstone Law, APC for
25 reimbursement of litigation costs and expenses incurred in the Action. This amount shall be paid from
26 the Gross Settlement Payment and shall be disbursed in accordance with this Order and Judgment and
27 the Settlement Agreement.

28 11. The Court approves payment in the amount of \$3,000 to Plaintiff Jose Luis Parada

George for an Incentive Payment. This amount shall be paid from the Gross Settlement Payment and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

12. The Court approves payment in the amount of \$4,400 to the Settlement Administrator for the Settlement Administration Costs. This amount shall be paid from the Gross Settlement Payment and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

13. The Court approves the Notice of Representative PAGA Action Settlement, attached hereto as Exhibit 1, and the Settlement Administrator shall distribute the Notice of Representative PAGA Action Settlement to Aggrieved Employees at the same time that it distributes Individual Settlement Share checks to Aggrieved Employees.

14. Defendant shall transmit payment of the Gross Settlement Payment to a qualified settlement account established by the Settlement Administrator for administration of this Settlement within thirty (30) days of the Court entering this Order.

15. No later than fifteen (15) calendar days after the date this Order granting approval of the Settlement is signed, Defendant shall provide the Settlement Administrator with the Aggrieved Employees List, in accordance with this Order and Judgment and the Settlement Agreement. The Settlement Administrator shall distribute the Individual Settlement Share checks to Aggrieved Employees, LWDA Payment to the LWDA, Incentive Payment to Plaintiff, and Attorneys' Fees and Costs to Plaintiff's Counsel, and payment to itself for the Settlement Administration Costs, as provided for by this Order and Judgment and the Settlement Agreement, no later than fourteen (14) calendar days after the Settlement Administrator receives the Gross Settlement Payment.

16. All Individual Settlement Share checks that are issued to Aggrieved Employees shall be valid and negotiable up to one hundred and twenty (120) calendar days after the checks are initially mailed to the Aggrieved Employees, and thereafter, shall be cancelled. Any funds associated with such cancelled checks will be distributed to the State of California's Unclaimed Property Fund.

17. Aggrieved Employees shall not have the right to opt-out of or object to the Settlement. By way of and upon the entry of this Order and Judgment, Plaintiff and each Aggrieved Employee is deemed to fully release and forever discharge Released Parties from the Released Claims.

1 18. As of the Effective Date, Plaintiff, Aggrieved Employees, and the State of California
2 will be deemed to have discharged Defendant and the Released Parties from any and all claims asserted
3 and unasserted, arising during the period from August 17, 2020 through February 11, 2022 for civil
4 penalties under California Labor Code section 2698, et seq. as well as any interest, fees, and costs
5 available under PAGA, based on the factual allegations in the operative complaint and in Plaintiff's
6 August 17, 2021 PAGA Notice, including but not limited to, failure to pay minimum wages, failure to
7 pay overtime wages, failure to provide compliant meal periods and associated premiums, failure to
8 provide compliant rest periods and associated premiums, failure to timely pay wages during
9 employment, failure to timely pay wages upon termination, failure to keep maintain requisite payroll
10 records, failure to furnish accurate itemized wage statements, and failure to indemnify or reimburse
11 necessary business expenses, and for violations of California Labor Code sections 201, 202, 204,
12 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802 and all applicable
13 Industrial Welfare Commission Wage Orders ("Released Claims").

14 19. No individualized notice of this Order and Judgment is required to be provided to
15 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
16 system established for the filing of notices and documents, in conformity with California Labor Code
17 § 2699(l)(3).

18 **IT IS SO ORDERED.**

19
20 Dated: **September 30, 2022**

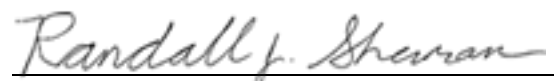

The Honorable Randall J. Sherman
Judge of the Superior Court

EXHIBIT 1

Jose Luis Parada George v. Main Electric Supply Company, LLC
Orange County Superior Court Case No. 30-2021-01220136-CU-OE-CXC

|||||
<<First Last>>

<<Address>>

<<City, State, Zip, Country>>

Name/Address Changes (if any):

NOTICE OF REPRESENTATIVE PAGA ACTION SETTLEMENT

If you are or were an hourly-paid, non-exempt employee of Main Electric Supply Company, LLC, at any time between August 17, 2020, and February 11, 2022, you are entitled to receive money from a Settlement brought under the California Labor Code Private Attorneys General Act of 2004 (“PAGA”).

A court approved this notice. This is not a solicitation from a lawyer. You are not being sued.

1. Why should you read this notice?

A settlement (the “Settlement”) has been reached in a representative action lawsuit entitled *Jose Luis Parada George v. Main Electric Supply Company, LLC*, Orange County Superior Court Case No. 30-2021-01220136-CU-OE-CXC (the “Action” or “Lawsuit”). The Defendant in the Action is Main Electric Supply Company, LLC. (“Defendant”). The Action was brought by a former employee of Defendant on behalf of the State of California and all alleged “Aggrieved Employees,” defined as all current and former hourly-paid, non-exempt employees who were employed by Defendant in the State of California at any time between August 17, 2020, and February 11, 2022 (the “PAGA Period”).

The Court has granted approval of the settlement amount to be paid by Defendant for settlement of the Action for civil penalties under PAGA.

Defendant’s employment records indicate that you meet the definition of an Aggrieved Employee. The Court directed that this Notice be sent to all Aggrieved Employees to inform you about the case and your rights.

This Notice explains the Lawsuit, the Settlement, your legal rights, and what benefits are available.

2. What is this Lawsuit about?

On September 7, 2021, Plaintiff Jose Luis Parada George (“Plaintiff”) filed a representative action complaint against Defendant alleging several violations of California wage and hour laws. Plaintiff filed the Action as a Private Attorney General on behalf of the State of California and sought penalties on behalf of himself, the State of California, and all current and former hourly-paid, non-exempt employees of Defendant within the PAGA Period. Plaintiff alleges that Defendant owed penalties under California’s Private Attorneys General Act of 2004, California Labor Code §§ 2698-2699.5. In agreeing to this settlement, Defendant does not admit to any wrongdoing or that it is liable in any way for any civil penalties under PAGA.

3. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Instead, both sides agreed to a Settlement. This allows the Parties to avoid the risk and uncertainty of trial and any subsequent appeal, and all affected employees will receive compensation. Plaintiff and Plaintiff's attorneys believe the Settlement is fair, reasonable and adequate, and in the best interests of all Aggrieved Employees.

4. What are the terms of the Settlement?

Defendant will pay Two Hundred Twenty Five Thousand Dollars (\$225,000.00) (the "Gross Settlement Amount") to settle the Action. The Gross Settlement Amount includes: (a) all Individual Settlement Shares to Aggrieved Employees; (b) Plaintiff's Incentive Payment; (c) Plaintiff's Counsel's attorneys' fees and costs; (d) a payment to the California Labor and Workforce Development Agency ("LWDA") for civil penalties brought under PAGA; and (e) the reasonable fees and costs of the Settlement Administrator.

The Court has approved the following payments from the Gross Settlement Amount:

- Plaintiff's Counsel's fees of Seventy-Five Thousand Dollars (\$67,500.00);
- Plaintiff's Counsel's out-of-pocket litigation costs of Thirteen Thousand Seven Hundred Ninety Seven Dollars and Forty-Eight Cents (\$13,797.48);
- Settlement Administration Costs for the third-party Settlement Administrator of up to Six Thousand Dollars (\$4,400.00); and
- Plaintiff's Representative Payment of Seven Thousand Five Hundred Dollars (\$3,000.00) in recognition of his time and service in pursuing the Action and in fulfilling his obligations.

After these costs are deducted the remaining money (the "Net Settlement Amount") will be split between the LWDA and Aggrieved Employees. The law requires that 75% of the Net Settlement Amount, Ninety Two Thousand Twenty-Six Dollars and Eighty-Nine Cents (\$102,226.89), be paid to the LWDA. The remaining 25% of the Net Settlement Amount, or Thirty Thousand Six Hundred Seventy-Five Dollars and Sixty-Three Cents (\$34,075.63) ("PAGA Payment"), will be paid out to the Aggrieved Employees. No portion of the Gross Settlement Amount will be returned to Defendant.

5. How much am I receiving?

Each Aggrieved Employee will receive a *pro rata* share of the PAGA Payment based on the number of pay periods the Aggrieved Employee worked for Defendant as an hourly-paid, non-exempt employee during the PAGA Period. Any pay period in which a Aggrieved Employee worked at least one day shall be counted as a pay period.

To calculate an Aggrieved Employee's Individual Settlement Share, the PAGA Payment will be divided by the aggregate total number of pay periods of all Aggrieved Employees, resulting in the "Pay Period Value." Each Aggrieved Employee's Individual Settlement Share will be calculated by multiplying each individual Aggrieved Employee's total number of pay periods by the Pay Period Value.

Your Compensable Pay Periods are: <<PayPeriods>>

Your Individual Settlement Share is: \$<<Est.PAGAPaymentAmt>>

All settlement payments are subject to taxation. Each Individual Settlement Share will be allocated as follows: 100% as penalties that will not be subject to deductions and withholdings. Each Aggrieved Employee will receive an IRS Form-1099 for his or her Individual Settlement Share, unless the Aggrieved Employee's Individual Settlement Share is \$600 or less.

The Settlement checks will be able to be cashed for 120 days after they are issued. After 120 days, the Settlement checks will no longer be able to be cashed. Any funds from Settlement checks remaining uncashed for more than 120 days after issuance shall be transmitted to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure Section 1500, *et seq.* in the names of those Aggrieved Employees who did not cash their Settlement checks until such time that they claim their property.

6. What claims are being released by the Settlement?

A Judgment has been entered by the Court. Upon funding of the Gross Settlement Amount, all Aggrieved Employees have released the Released Parties from the Released Claims for the PAGA Period, which is defined as the period of time between August 17, 2020 and February 11, 2022.

The Released Parties are defined as Defendant Main Electric Supply Company, LLC, and its current and former officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, joint venturers, and any individual or entity who or which could be jointly liable with Defendant Main Electric Supply Company, LLC and all persons or entities acting by, through, under, or in concert with any of them.

The Released Claims are defined as any and all claims or causes of action for penalties under PAGA, whether known or unknown, that Plaintiff or any Aggrieved Employee had, now has, has asserted, or may hereafter assert against Defendant or any Released Parties that are based on, or arise from, the factual allegations in the Complaint or Plaintiff's August 17, 2021 written PAGA Notice submitted by Plaintiff's Counsel on behalf of Plaintiff and the Aggrieved Employees to the LWDA, during the PAGA Period, including PAGA claims for violation of California Labor Code sections 201, 202, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, and 2802, and all claims for attorneys' fees and costs and statutory interest associated with the aforementioned claims.

Claims of Aggrieved Employees, if any, for individual wage claims, vested benefits, wrongful termination, unemployment insurance, disability benefits, social security, workers' compensation, and claims outside of the PAGA Period are not encompassed within the definition of "Released Claims." Aggrieved Employees cannot opt-out of or object to the foregoing PAGA Release. Accordingly, all Aggrieved Employees affected by the Settlement are bound by the Released Claims during the PAGA Period.

If you have questions, you can call the Settlement Administrator at [REDACTED]

PLEASE DO NOT TELEPHONE THE COURT ABOUT THIS SETTLEMENT
The Court will not be able to assist you.