HEATHER DAVIS, SBN 239372
heather@protectionlawgroup.com
D. LUKE CLAPP, SBN 306040
luke@protectionlawgroup.com
CHRISTINE V. REYES, SBN 346719
christine@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
149 Sheldon Street
El Segundo, California 90245
Tel.: (424) 290-3095 / Fax: (866) 264-7880

Attorneys for Plaintiff
JIMMY VU

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

JIMMY VU, individually and on behalf of others similarly situated,

Plaintiff,

vs.

MCNALLY ENTERPRISES, a California corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2025-01487936-CU-OE-CXC

Assigned for All Purposes to the Hon. Hon. David A. Hoffer, Dept. CX103

NOTICE OF ENTRY OF JUDGMENT

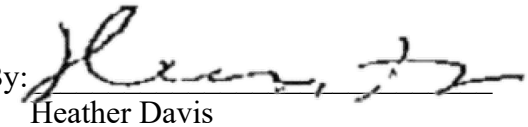
Complaint Filed: June 5, 2025
FAC Filed: August 11, 2025
Trial Date: None Set

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

PLEASE TAKE NOTICE that on October 15, 2025, the Honorable David A. Hoffer of the above-entitled Court, located at 751 W. Santa Ana Blvd, issued a Final Order and Judgment. Attached herein as **EXHIBIT A** is the signed Final Order and Judgment.

Dated: October 22, 2026

PROTECTION LAW GROUP, LLP

By: 

Heather Davis
D. Luke Clapp
Christine V. Reyes
Attorneys for Plaintiff
JIMMY VU

EXHIBIT A

2193547

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

OCT 15 2026

DAVID H. YAMASAKI, Clerk of the Court

BY: M. NEVAREZ, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

JIMMY VU, individually and on behalf of others similarly situated,

Plaintiff,

vs.

MCNALLY ENTERPRISES, a California corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 30-2025-01487936-CU-OE-CXC

Assigned for All Purposes to: Hon. David A. Hoffer, Department CX103

[~~PROPOSED~~] FINAL ORDER AND JUDGMENT

Complaint Filed: June 5, 2025
FAC Filed: August 11, 2025
Trial Date: None Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

The above-referenced Class and PAGA Action ("Action") having come before the Court on October 12, 2026, for a hearing and Final Order Approving Class Action and PAGA Settlement and Judgment ("Final Order"), consistent with the Court's Preliminary Approval Order ("Preliminary Approval Order"), and as set forth in the Joint Stipulation of Class Action and PAGA Settlement ("Agreement"), and due and adequate notice having been given to all Class Members as required in the Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

1. The Court GRANTS Plaintiff Jimmy Vu's ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement.

2. The Court hereby enters judgement in accordance with the Joint Stipulation of Class Action and PAGA Settlement (the "Settlement Agreement"), the May 15, 2026, preliminary approval order (ROA #62), and this Order and Judgment.

3. The term "Class" and "Class Members" shall mean the following: "all current and former hourly-paid, non-exempt employees of McNally Enterprises ("Defendant"), who were employed by Defendant within the state of California at any time between June 5, 2021, and November 4, 2025." The term "Participating Class Member" includes all Class Members who did not submit a timely and valid Request for Exclusion as provided in the Agreement.

4. The term "PAGA Members" shall mean the following: "all current and former hourly-paid, non-exempt employees of Defendant who were employed by Defendant in the State of California at any time between June 5, 2024, and November 4, 2025."

5. This Court has jurisdiction over the subject matter of this Action and over all Parties to this Action, including all Class Members and PAGA Members.

6. Distribution of the Class Notice directed to the Class Members as set forth in the Agreement and the other matters set forth therein has been completed in conformity with the Preliminary Approval Order, including individual notice to all Class Members who could be identified through reasonable effort, and the best notice practicable under the circumstances. The

Class Notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due process. All Class Members, all Released Class Claims and all Released PAGA Claims, are covered by and included within the Settlement and this Final Order.

7. The Court hereby finds the Settlement was entered into in good faith pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The Court further finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court,* 4 Cal.3d 800, 821 (1971).

8. The Court hereby confirms Protection Law Group, LLP as Class Counsel.

9. The Court hereby approves the Settlement set forth in the Agreement and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate the Settlement according to its terms. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also finds that Settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the Action. The Court has reviewed the benefits that are being granted as part of the Settlement and recognizes the significant value to the Class Members. The Court also finds that the Class is properly certified as a class for settlement purposes only.

10. Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant, Plaintiff and all Participating Class Members, shall fully release and discharge the "Released Parties" from the "Released Class Claims" that arose during the "Class Period" as set forth under the terms of the Settlement Agreement.

11. Upon the complete funding of the Gross Settlement Amount and all applicable

employer-side payroll taxes by Defendant, Plaintiff, the California Labor and Workforce Development Agency ("LWDA") and the State of California, through Plaintiff as its agent and/or proxy shall release and discharge the "Released Parties" from the "Released PAGA Claims" that arose during the "PAGA Period" as set forth under the terms of the Settlement Agreement.

12. Additionally, upon the funding of the Gross Settlement Amount, Plaintiff agrees—on behalf of himself individually, and on behalf of his spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns—to a General Release of all claims he may have against the Released Parties, as set forth in the Settlement Agreement.

13. No Class Member requested to be excluded from the terms of the Settlement. The last date to timely submit a request for exclusion was August 3, 2026. Accordingly, all 136 Participating Class Members are included and bound by this Order and Judgment.

14. The Court also finds that there were no written objections to the Settlement. The last day to submit a written objection to the settlement was August 3, 2026. The Court also notes there were no objections made at the Final Approval Hearing.

15. The Court finds the settlement payments provided for under the Agreement to be fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement and amendments thereto the Court orders McNally Enterprises to fund the Gross Settlement Amount of $350,000.00 within 30 days of this order.

16. Within 7 days of the complete funding of the Gross Settlement Amount, the Settlement Administrator will issue court approved payments for (a) Individual Settlement Payments; (b) the PAGA Penalties to the LWDA; (c) the Class Representative Incentive Payment; (d) Class. The calculations and the payments shall be made administered in accordance with the terms of the Agreement and approved by the Court.

17. Pursuant to the terms of the Agreement and amendment thereto, and the authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount of $105,000.00 (30% of the Gross Settlement Amount) and litigation costs in the amount of $16,331.80 from the Gross Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to

Class Counsel and any other person or entity related to the Action. The Court further orders that the award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the terms of the Agreement.

18. The Court hereby approves and orders a Class Representative Enhancement Payment of $5,000.00 Plaintiff from the Gross Settlement Amount in accordance with the terms of the Settlement Agreement.

19. The Court approves and orders the payment in the amount of $17,062.50 (65% of $26,250.00) from the Gross Settlement Amount to the California Labor Workforce Development Agency for penalties arising under the Private Attorneys General Act. The remaining $9,187.50 (35% of $26,250.00) shall be distributed to the PAGA Members as set forth in the Agreement.

20. The Court also hereby approves and orders payment from the Gross Settlement Amount for actual settlement administration expenses incurred by the Settlement Administrator, Apex Class Action in the amount of $7,070.00 as set forth Settlement Agreement.

21. The Court hereby approves and orders payment of individual settlement payments from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.

22. The Court also hereby approves and orders that any checks distributed from the Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar days after being issued shall be void. All uncashed settlement checks shall be transferred to the Controller of the State of California to be held pursuant to Unclaimed Property Law, California Civil Code §1500 et seq.

23. Provided the Settlement becomes effective under the terms of the Agreement, the Court also hereby orders that the deadline for mailing the Court-approved individual settlement payments, attorneys' fees and costs, and enhancement payments is as set forth in the Agreement.

24. Neither the Settlement nor any of the terms set forth in the Agreement is an admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other Released Parties. Neither this Final Order, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an

admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant, or any of the other Released Parties, and shall not be offered in evidence in any action or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final Order, the Agreement, the Released Class Claims, Released PAGA Claims, or any related agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in the Action, or submit in any other proceeding, the Final Order, the Agreement, and any other papers and records on file in the Action as evidence of the Settlement to support a defense of *res judicata*, *collateral estoppel*, or other theory of claim or issue preclusion or similar defense as to the Released Class/PAGA Claims.

25. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over this action and the parties, including all Class Members, and over all matters pertaining to the implementation and enforcement of the terms of the Agreement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes arising with or with respect to the interpretation, enforcement, or implementation of the Agreement shall be presented to the Court for resolution.

26. The Court sets a Final Accounting Hearing for June 7, 2027, at 1:30 p.m. in Department CX-103. Class Counsel and the Settlement Administrator shall submit a final accounting report at least 16 calendar days before the final accounting hearing regarding the status of settlement administration. The final report must include a summary of the distribution of the settlement funds to Class Members and Aggrieved Employees, identify the distributions made pursuant to this Order and Judgment, and identify the number and value of any uncashed checks and the status of any unresolved issue.

///

///

///

27. A copy of this final order and judgment shall be posted on the Settlement Administrator's website for a period of no less than 180 calendar days in accordance with California Rule of Court 3.771(b).

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED: 10/15/26

JUDGE OF THE SUPERIOR COURT