

1 ANTHONY J. ORSHANSKY (SBN 199364)
anthony@counselonegroup.com
2 P. BARTHOLOMEW QUINTANS (SBN 308085)
bart@counselonegroup.com
3 **COUNSELONE, PC**
9465 Wilshire Boulevard, Suite 300
4 Beverly Hills, California 90212
Telephone: (310) 277-9945
5 Facsimile: (424) 277-3727

6 SAHAG MAJARIAN II (SBN 146621)
sahagii@aol.com
7 **LAW OFFICES OF SAHAG MAJARIAN II**
18250 Ventura Boulevard
8 Tarzana, California 91356
Telephone: (818) 609-0807
9 Facsimile: (818) 609-0892

10 Attorneys for Plaintiff Ximena Garcia, on behalf
of herself and others similarly situated
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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF ORANGE**
15

16 XIMENA GARCIA, on behalf of herself and
others similarly situated,

17
18 Plaintiff,

19 v.

20 HILTY'S ELECTRIC-CALIFORNIA, INC.;;
21 and DOES 1 through 100, inclusive,

22 Defendants.
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Case No.: 30-2023-01324391-CU-OE-CXC

Assigned for all purposes to:
Hon. Layne H. Melzer, Dept. CX102

CLASS ACTION

**SUPPLEMENTAL DECLARATION OF
ANTHONY J. ORSHANSKY IN SUPPORT
OF MOTION FOR FINAL APPROVAL
OF CLASS AND REPRESENTATIVE
ACTION SETTLEMENT, ATTORNEYS'
FEES AND COSTS, ADMINISTRATION
COSTS, AND CLASS
REPRESENTATIVE'S ENHANCEMENT
AWARD [RELATED TO ROA #109]**

Continued Final Approval Hearing

Date: March 5, 2026
Time: 2:00 p.m.
Dept. CX102

1 I, Anthony J. Orshansky, declare as follows:

2 1. I am an attorney licensed to practice law before all courts of the State of California.
3 I have personal knowledge of the facts herein and, if called as a witness, I could and would
4 competently testify to them.

5 2. I am a shareholder at the law firm of CounselOne, PC (“CounselOne”), counsel of
6 record along with the Law Offices of Sahag Majarian II for Plaintiff Ximena Garcia (“Plaintiff” or
7 “Class Representative”) in this putative class and representative action (“Action”) against Defendant
8 Hilty’s Electric-California, Inc. (“Defendant;” Plaintiff and Defendant are referred to herein as the
9 “Parties”).

10 3. CounselOne and the Law Offices of Sahag Majarian II are referred to herein as “Class
11 Counsel.”

12 4. I submit this Supplemental Declaration in further support of Plaintiff’s Motion for
13 Final Approval of Class and Representative Action Settlement, whereby Plaintiff seeks approval of
14 the Parties’ Amended Joint Stipulation of Class Action and PAGA Settlement (“Amended
15 Settlement Agreement”), to address and clarify points made by the Court in its tentative ruling on
16 the Motion.

17 **SUBMISSION TO THE LWDA**

18 5. On December 17, 2025, I submitted a copy of the Amended Settlement Agreement,
19 and Plaintiff’s Motion for Final Approval with the Memorandum of Points and Authorities in support
20 thereof to the LWDA. Attached hereto as Exhibit 1 is a true and correct copy of the PAGA Case
21 Portal for this case showing its submission.

22 6. On January 9, 2026, Plaintiff submitted a copy of its Notice of Ruling, attaching this
23 Court’s Tentative Ruling, to the LWDA (see ROA #115 at Proof of Service and Exh. 1).

24 7. Concurrently with this filing, I am also submitting a copy of this Supplemental
25 Declaration and the Supplemental Declaration of Laura Singh of CPT Group, Inc. (the Settlement
26 Administrator) with Respect to the Notification and Disbursement of Settlement to the LWDA. Proof
27 of service of the same is being filed concurrently herewith.

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EXHIBIT 1

PAGA NOTICE PUBLIC SEARCH - CASE DETAIL

Case Information

Case Number: LWDA-CM-938651-23
Plaintiff for PAGA Case: Ximena Garcia
Filer/Attorney for PAGA Case: Anthony Orshansky
Law Firm for PAGA Plaintiff: CounselOne, PC
Employer: Hilly's Electric-California, Inc.
Date Case Received:
Employer Filer Firm:
Court Type:
Court Name: Orange County Superior Court
PAGA Court Case Number: 30-2023-01324391-CU-OE-CXC
Violation Type:
Related BOFE Case:

Attachments

Attachment Name	Description	Date Submitted	Type
Additional Document Submitted with Proposed Settlement on 04/01/2025 09:20:49 PM by Anthony Orshansky	20250401 - NOM and MPA.pdf	04/01/2025 09:21 PM	Proposed Settlement
Additional Document Submitted with Proposed Settlement on 12/17/2025 11:31:31 AM by Anthony Orshansky	20251215 - NOM and MFA.pdf	12/17/2025 11:31 AM	Proposed Settlement
Additional PAGA Document Submitted on 01/09/2026 01:19:11 PM by Anthony	Notice of Ruling 26 01 08.pdf	01/09/2026 01:19 PM	Other PAGA Document
Additional PAGA Document Submitted on 07/07/2025 11:20:20 AM by Anthony	Notice of Ruling.pdf	07/07/2025 11:20 AM	Other PAGA Document
Additional PAGA Document Submitted on 08/28/2025 07:08:41 PM by Anthony	2025-08-28 - Notice of Ruling Granting MPA.pdf	08/28/2025 07:08 PM	Other PAGA Document
Court Complaint Submitted on 06/24/2024 03:44:03 PM by Anthony Orshansky	Conformed Class and Representative Action Complaint (3).pdf	06/24/2024 03:44 PM	Court Complaint
Court Complaint Submitted on 06/27/2024 02:37:53 PM by Anthony Orshansky	Conformed FAC.pdf	06/27/2024 02:37 PM	Court Complaint
PAGA Notice Submitted on 02/27/2023 12:15:42 PM by Anthony Orshansky	2023.02.27 LWDA Ltr.pdf	02/27/2023 12:16 PM	PAGA Notice
Proposed Settlement Submitted on 04/01/2025 09:20:49 PM by Anthony Orshansky	20250401 - Settlement Agreement (Fully Executed w Exh 1).pdf	04/01/2025 09:20 PM	Proposed Settlement
Proposed Settlement Submitted on 12/17/2025 11:31:31 AM by Anthony Orshansky	Amended Settlement Agreement (FULLY EXECUTED).pdf	12/17/2025 11:31 AM	Proposed Settlement

EXHIBIT 2

Total ~~\$16,098.35~~ \$16,078.10

Item	Date	Cost
LWDA (PAGA claim filing fee)	02/27/23	\$ 75.00
USPS (postage LWDA ltr to D-certified return receipt requested)	02/27/23	\$ 16.68
One Legal Order No. 20387253 (filing sum civ compl etc)	05/10/23	\$ 1,492.98
USPS (postage service of Notice and Ack- of Receipt to D)	05/25/23	\$ 3.57
One Legal Order No. 20534002 (efiling POS of Summons)	06/02/23	\$ 15.65
One Legal Order No. 20534730 (efiling/eservice Class Action BP 17200 Questionnaire)	06/02/23	\$ 19.77
One Legal Order No. 20602756 (efiling/eservice Notice of SC and E-Filing & Service Requirement)	06/15/23	\$ 19.77
One Legal Order No. 20681731 (efiling/eservice FAC)	06/30/23	\$ 19.77
One Legal Order No. 21094374 (efiling/eservice Not of Posting Jury Fees incl deposit)	08/29/23	\$ 175.22
Legal Document Server Order No. 8124469-01 (efiling Case Mgmt. Statement)	08/29/23	\$ 14.63
Legal Document Server Order No. 8124469-02 (eservice of Case Mgmt. Statement)	08/29/23	\$ 5.15
Legal Document Server Order No. 8124469-03 (CC of Case Mgmt. Statement)	08/29/23	\$ 118.45
Legal Document Server Order No. 8686699-01 (efiling Joint CMC Statement)	12/03/23	\$ 14.63
Legal Document Server Order No. 8686699-02 (eservice of Joint CMC Statement)	12/03/23	\$ 4.12
Legal Document Server Order No. 8686699-03 (CC of Joint CMC Statement)	12/03/23	\$ 159.65
One Legal Order No. 22910009 (efiling/eservice Notice of Change of Address)	05/16/24	\$ 22.85
One Legal Order No. 23261964 (efiling/eservice Joint SC Statement)	07/03/24	\$ 21.83
One Legal Order No. 23261966 (CC of Joint SC Statement)	07/03/24	\$ 51.48
Gig Kyriacou / Kyriacou Mediation (Inv. 8002627, mediator fee)	07/08/24	\$ 10,500.00
JTC Corporation (Inv. 240806, data analytics; damages and valuation)	07/08/24	\$ 2,070.00
One Legal Order No. 23917872 (efiling/eservice SC Statement)	10/16/24	\$ 21.89
One Legal Order No. 23917874 (CC of SC statement)	10/17/24	\$ 51.63
Legal Document Server Order No. 11667806-01 (efiling MPA and supporting docs incl filing fee to court)	04/01/25	\$ 77.46
Legal Document Server Order No. 11667806-02 (eservice of MPA and supporting docs)	04/01/25	\$ 2.06
Legal Document Server Order No. 11667806-03 (CC of MPA and supporting docs)	04/01/25	\$ 228.77
Legal Document Server Order No. 11667853-01 (efiling POS of MPA on LWDA)	04/01/25	\$ 15.66
Legal Document Server Order No. 11667853-02 (eservice of POS of MPA on LWDA to counsel)	04/01/25	\$ 2.06
Legal Document Server Order No. 11667853-03 (CC of POS of MPA on LWDA)	04/01/25	\$ 123.60
OC Superior Court (doc retrieval - 4/7/25 Minute Order)	04/16/25	\$ 7.50
One Legal Order No. 25706727 (efiling/eservice SC Statement)	06/26/25	\$ 23.95
One Legal Order No. 25706729 (CC of SC Statement)	06/27/25	\$ 61.95
One Legal Order No. 25767209 (efiling/eservice Notice of Ruling)	07/08/25	\$ 23.95
Legal Document Server Order No. 12544165-01 (efiling Supp Brief re MPA and supporting docs)	07/30/25	\$ 15.66
Legal Document Server Order No. 12544165-02 (eservice of Supp Brief re MPA and supporting docs)	07/30/25	\$ 3.09
Legal Document Server Order No. 12544165-03 (CC of Supp Brief re MPA and supporting docs)	07/30/25	\$ 224.54
Legal Document Server Order No. 12771772-01 (efiling Notice of Ruling)	08/29/25	\$ 15.66
Legal Document Server Order No. 12771772-02 (eservice of Notice of Ruling)	08/29/25	\$ 4.12
Legal Document Server Order No. 12771772-03 (CC of Notice of Ruling)	08/29/25	\$ 123.60
Anticipated Costs (Legal Document Server, Inc. for filing and serving final approval motion, courtesy copies, appearance)		\$250.00

EXHIBIT 3

Item	Date	Cost	Total
LWDA (PAGA claim filing fee)	02/27/23	\$ 75.00	\$16,078.10
One Legal Order No. 20387253 (filing sum civ compl etc)	05/10/23	\$ 1,492.98	
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Legal Document Server Order No. 12771772-03 (CC of Notice of Ruling)	08/29/25	\$ 123.60	
Anticipated Costs (Legal Document Server, Inc. for filing and serving final approval motion, courtesy copies, appearance)		\$250.00	

EXHIBIT 4

1 ANTHONY J. ORSHANSKY (SBN 199364)
anthony@counselonegroup.com
2 P. BARTHOLOMEW QUINTANS (SBN 308085)
bart@counselonegroup.com
3 **COUNSELONE, PC**
9465 Wilshire Boulevard, Suite 300
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10 Attorneys for Plaintiff Ximena Garcia, on behalf
of herself and others similarly situated
11
12

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF ORANGE**
15

16 XIMENA GARCIA, on behalf of herself and
others similarly situated,

17
18 Plaintiff,

19 v.

20 HILTY'S ELECTRIC-CALIFORNIA, INC.;
and DOES 1 through 100, inclusive,

21
22 Defendants.
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Case No.: 30-2023-01324391-CU-OE-CXC

Assigned for all purposes to:
Hon. Layne H. Melzer, Dept. CX102

**[PROPOSED] FINAL ORDER AND
JUDGMENT GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS AND REPRESENTATIVE
ACTION SETTLEMENT, ATTORNEYS'
FEES AND COSTS, ADMINISTRATION
COSTS, AND CLASS
REPRESENTATIVE'S ENHANCEMENT
AWARD [RELATED TO ROA #109]**

Continued Final Approval Hearing

Date: January 8 March 5, 2026

Time: 2:00 p.m.

Dept. CX102

1 ~~WHEREAS, this matter came on regularly for hearing before this Court on January 8, 2026~~
2 ~~at 2:00 p.m. before the Hon. Layne H. Melzer in Department CX102 of the above-captioned court~~
3 ~~located at 751 W. Santa Ana Blvd., Santa Ana, California 92701, upon the motion of Plaintiff~~
4 ~~Ximena Garcia (“Plaintiff”) for Plaintiff Ximena Garcia’s (“Plaintiff”) Motion for Final Approval~~
5 ~~of Class and Representative Action Settlement, Attorneys’ Fees and Costs, Administration Costs,~~
6 ~~and Class Representative’s Enhancement Award (“Motion”) and supporting papers were filed with~~
7 ~~the Court on December 15, 2025, seeking~~ final approval of the settlement set forth in the Amended
8 Joint Stipulation of Class Action and PAGA Settlement ~~(“hereafter referred to for ease of reference~~
9 ~~as the “Settlement Agreement”), attached to the 12/15/25 Declaration of Anthony J. Orshansky in~~
10 Support of ~~Plaintiff’s the Motion for Final Approval of Class and Representative Action Settlement~~
11 [ROA # ~~—~~ #107] as Exhibit A), entered into with Defendant Hilty’s Electric-California, Inc.
12 (“Defendant,” together with Plaintiff, the “Parties”). ~~Full~~ Prior to the scheduled hearing on the
13 Motion, the Court entered a tentative ruling requesting supplemental briefing, which was submitted
14 counsel for Plaintiff on February 5, 2026. Now, having come before the Court for the continued
15 Final Approval Hearing on March 5, 2026 at 2:00 p.m. in Department CX102 of the above-captioned
16 court, full and adequate notice having been given to the Class as required in the Court’s Preliminary
17 Approval Order, and the Court having considered all papers filed and proceedings held herein,
18 including the supplemental briefing, and otherwise being fully informed and good cause appearing
19 therefor,

20 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

21 1. Capitalized terms not otherwise defined herein shall have the same meaning as set
22 forth in the Settlement Agreement.

23 2. The Court has jurisdiction over this matter.

24 3. For settlement purposes only, “Participating Class Members” shall mean:

25 All persons currently or formerly employed as non-exempt employees in California
26 by Defendant at any time during the period from May 10, 2019 through July 31, 2025
27 (“Class Period”), who have not submitted a timely and valid request for exclusion
from the settlement.

28 4. As set forth in the Settlement Agreement, “Aggrieved Employees” means:

1 All persons currently or formerly employed as non-exempt employees in California
2 by Defendant at any time during the period from February 27, 2022 through July 31,
3 2025 (“PAGA Period”).¹

4 4.5. CounselOne, PC and the Law Offices of Sahag Majarian II are appointed as Class
5 Counsel.

6 5.6. Plaintiff is appointed as the Class Representative.

7 6.7. The Court approves CPT Group, Inc. as the Settlement Administrator.

8 7.8. Notice was provided to Class Members and Aggrieved Employees as set forth in the
9 Settlement Agreement. The form and manner of notice were approved by the Court on September
10 9, 2025, and the notice process has been completed. The Court finds that said notice was the best
11 notice practicable under the circumstances. The Class Notice provided due and adequate notice of
12 the proceedings and matters set forth therein, informed Class Members of their rights, and fully
13 satisfied the requirements of Code of Civil Procedure section 1781, subdivision (e), California Rules
14 of Court, Rule 3.769, and due process.

15 8.9. The Court finds that no Class Member has objected to the settlement.

16 9.10. The Court finds that only two (2) Class Members have opted out (requested exclusion
17 from) the class settlement, out of 557 Class Members: Faustino Gomez and Jose Castellanos.

18 11. The Administrator reports that two (2) challenges to Workweeks and/or PAGA Pay
19 Periods were received. Pursuant to the Notice of Pendency of Class and Representative Action
20 Settlement, any dispute pertaining to the number of Workweeks and/or PAGA Pay Periods was
21 required to include supporting information and/or documentation. Both requests were considered
22 invalid because no supporting information and documentation were provided to validate the
23 disputes.

24 12. There are 555 Participating Class Members, and 332 Aggrieved Employees.

25 10.13. The Court hereby approves the settlement as set forth in the Settlement Agreement
26 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
27 according to its terms.

28 ¹ Aggrieved Employees could not request exclusion from the Settlement.

1 ~~11-14.~~ For purposes of settlement only, the Court finds that (a) the members of the settlement
2 class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are
3 questions of law or fact common to the settlement class, and there is a well-defined community of
4 interest among members of the settlement class with respect to the subject matter of the litigation;
5 (c) the claims of the Class Representative are typical of the claims of the members of the settlement
6 class; (d) the Class Representative has fairly and adequately protected the interests of the
7 Participating Class Members; (e) a class action is superior to other available methods for an efficient
8 adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for the Class
9 Representative and the settlement class.

10 ~~12-15.~~ The Court finds that given the absence of objections to the settlement, and objections
11 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of
12 entry.

13 ~~13-16.~~ The Court orders Defendant to pay the Gross Settlement Amount of \$1,010,000, as
14 provided for in the Settlement Agreement. Pursuant to the terms of the Settlement Agreement, the
15 employer's share of payroll taxes for the portion of the Net Settlement Amount allocated to wages
16 shall be paid by Defendant separately from, and in addition to, the Gross Settlement Amount. The
17 Gross Settlement Amount shall be inclusive of all Individual Settlement Payments to Participating
18 Class Members, Enhancement Award to the Class Representative, Settlement Administration Costs,
19 Attorneys' Fees and Costs to Class Counsel, and PAGA Penalties, including payment to Aggrieved
20 Employees and to the California Labor and Workforce Development Agency ("LWDA") for civil
21 penalties pursuant to statute. The remittance of all Court ordered and approved payments under this
22 Settlement Agreement to the Settlement Administrator shall constitute the full and complete
23 discharge of the entire obligation of Defendant under the Settlement Agreement.

24 ~~14-17.~~ The Court finds that the settlement payments, as provided for in the Settlement
25 Agreement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
26 the individual payments in conformity with the terms of the Settlement Agreement.

27 ~~15-18.~~ The Court finds that an enhancement award in the amount of \$10,000 to the named
28 Plaintiff is appropriate for the risks she undertook and her service to the Settlement Class. The Court

1 finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator
2 make this payment in conformity with the terms of the Settlement Agreement.

3 ~~16-19.~~ The Court finds that attorneys' fees in the amount of one-third of the Gross Settlement
4 Amount (e.g., \$336,666.67) is fair, reasonable, and adequate. The fee award will be split between
5 the two firms as follows: sixty percent (60%) to CounselOne and forty percent (40%) to the Law
6 Offices of Sahag Majarian II. The Court orders that the Settlement Administrator distribute this
7 payment in conformity with the terms of the Settlement Agreement.

8 ~~17-20.~~ The Court finds that litigation costs in the amount of \$16,~~098.35~~078.10 to Class
9 Counsel for reimbursement of their actual litigation expenses is fair, reasonable, and adequate, and
10 orders that the Settlement Administrator make this payment in conformity with the terms of the
11 Settlement Agreement.

12 ~~18-21.~~ The Court orders that the Settlement Administrator shall be paid \$17,500 from the
13 Gross Settlement Amount for all of its work done and to be done until the completion of this matter,
14 and finds that sum appropriate.

15 ~~19-22.~~ The Court finds that the payment to LWDA in the amount of ~~\$8060~~,000 for its share
16 of the settlement of Plaintiff's representative action under the Labor Code's Private Attorneys
17 General Act ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to
18 distribute this payment to the LWDA in conformity with the terms of the Settlement Agreement.

19 ~~20-23.~~ As of the Effective Date, Plaintiff and all Class Members who did not submit timely
20 and valid requests for exclusion from the settlement individually and on behalf of their respective
21 successors, assigns, agents, attorneys, executors, heirs and personal representatives, will release
22 Defendant, together with all of its past, present, and future parents, subsidiaries, affiliated and related
23 entities, predecessor or successor entities, and all present and former owners, boards, officers,
24 directors, trustees, shareholders, members, partners, employees, agents, insurers, reinsurers, assigns,
25 attorneys, representatives, heirs, executors, administrators, successors and assigns and all payroll
26 processing vendors that Defendant utilized during the Class Period ("Released Parties") from any
27 and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees,
28 interest, damages, actions, or causes of action of every nature and description that were alleged, or

1 reasonably could have been alleged, based on the facts and allegations stated in the operative
2 complaint filed by Plaintiff, including but not limited to, any and all claims for alleged: (1) failure
3 to pay minimum wages; (2) failure to pay overtime wages; (3) meal period liability; (4) rest break
4 liability; (5) failure to provide accurate itemized employee wage statements; (6) failure to pay all
5 wages owed timely and upon separation of employment; (7) failure to reimburse for business
6 expenses; (8) violation of Labor Code section 1174, subdivision (d); (9) violation of Business &
7 Professions Code section 17200 et seq.; and any other benefit claimed on account of the allegations
8 asserted in the operative complaint filed by Plaintiff (collectively, “Class Released Claims”). This
9 release shall apply to all such claims arising at any point during the Class Period. The release shall
10 include a release of all claims under California Labor Code sections 201, 202, 203, 204, 210, 218.5,
11 218.6, 223, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197,
12 1197.1, 1198, 2800, 2802, Business and Professions Code section 17200 et seq., Code of Civil
13 Procedure section 1021.5, Civil Code sections 3287 and 3289, and the Industrial Welfare
14 Commission Wage Orders, claims for unpaid wages including but not limited to failure to pay
15 minimum wages, straight time compensation, and overtime compensation, and interest; failure to
16 timely pay regular and final wages; missed meal period and rest period wages and premiums; meal
17 period waivers and on-duty meal period waivers; payment for all hours worked; failure to reimburse
18 business expenses; wage statements and paystubs, including wage statements and paystubs
19 furnished or available in physical, electronic, or other forms; failure to keep accurate records;
20 declaratory relief; unfair business practices; penalties, including recordkeeping penalties, wage
21 statement penalties, minimum-wage penalties, and waiting-time penalties; statutory penalties and
22 civil penalties; and attorneys’ fees and costs. Except as set forth in this section, Participating Class
23 Members do not release any other claims, including claims for vested benefits, wrongful
24 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
25 disability, social security, workers’ compensation, or claims based on facts occurring outside the
26 Class Period. Participating Class Members also waive and release any claims under the Fair Labor
27 Standards Act (“FLSA”) (29 U.S.C. § 201 et seq.) arising during the Class Period and based on the
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1 factual allegations alleged or which could have been alleged in the Class Action Complaint,
2 including the claims noted above. This release excludes the release of claims not permitted by law.

3 21-24. As of the Effective Date, Plaintiff, the State of California, and Aggrieved Employees
4 shall fully and finally release and discharge Defendant and the Released Parties, and each of them,
5 from any and all claims for civil penalties under the California Labor Code Private Attorneys
6 General Act of 2004, Labor Code section 2698 et seq., that were asserted in Plaintiff's LWDA letter
7 and complaints; and/or that could have been asserted based on the facts and/or allegations in the
8 operative complaint and/or Plaintiff's LWDA letter, including, but not limited to, any and all claims
9 for civil penalties under the PAGA based on alleged unpaid wages (including but not limited to
10 minimum and overtime wages and final pay upon termination), alleged unpaid meal and rest period
11 premiums, itemized wage statement penalties, waiting time penalties, failure to reimburse for
12 necessary business expenses arising under the California Labor Code, California Civil Code
13 violations, and claims for restitution and other equitable relief, liquidated damages, or penalties; and
14 any other benefit claimed on account of the allegations asserted in the LWDA Letter submitted by
15 Plaintiff ("PAGA Released Claims"). This release shall apply to all claims arising at any point
16 during the PAGA Period. The release shall include a release of claims under California Labor Code
17 sections 201, 202, 203, 204, 210, 223, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5,
18 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802. This release excludes the release of
19 claims not permitted by law.

20 22-25. The settlement is not an admission by Defendant, nor is this Order a finding of the
21 validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the settlement,
22 nor any document referred to herein, nor any action taken to carry out the settlement, shall be
23 construed or deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

24 23-26. After entry of this Final Approval Order and Judgment, pursuant to Code of Civil
25 Procedure section 664.6 and California Rules of Court, Rule 3.769(h), the Court shall retain
26 jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement and Final
27 Approval Order, to hear and resolve any contested challenge to a claim for settlement benefits, and
28

1 to supervise and adjudicate any dispute arising from or in connection with the distribution of
2 settlement benefits.

3 24:27. A Final Accounting Hearing is set for January 7, 2027 at
4 a.m./2:00 p.m. in Department CX102 of the Orange County Superior Court, Civil
5 Complex Center, located at 751 W Santa Ana Blvd, Santa Ana, CA 92701. The deadline for Class
6 Counsel to file a declaration from the Settlement Administrator concerning the total amounts actually
7 paid to the Participating Class Members and Aggrieved Employees shall be no later than ~~fourteen~~
8 ~~(14) calendars~~ sixteen (16) court days before the hearing date. The declaration shall describe the date
9 the checks were mailed, the total number of checks mailed to Participating Class Members and
10 Aggrieved Employees, the average amount of those checks, the number of checks that remain
11 uncashed, the total value of those uncashed checks, the average amount of the uncashed checks, and
12 the nature and date of the disposition of those unclaimed funds, as well as the total of all
13 disbursements under the Settlement, and if Code of Civil Procedure section 384.5 is applicable, the
14 declaration shall be accompanied by a proposed amended judgment that complies with that section.

15 25:28. Notice of entry of this Judgment shall be given to Participating Class Members and
16 Aggrieved Employees by posting a copy on the Settlement Administrator's website for a period of
17 at least one hundred and eighty (180) calendar days after the date of entry of this Judgment.

18 26:29. Plaintiff shall provide notice of entry of this Final Approval Order and Judgment
19 within five (5) court days to the LWDA.

20 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

21
22
23 Dated: _____

Hon. Layne H. Melzer
Judge of the Superior Court