

(SIGNATURE)

PLAINTIFF/PETITIONER: Ximena Garcia
 DEFENDANT/RESPONDENT: Hilty's Electric-California, Inc.

CASE NUMBER:
 30-2023-01324391-CU-OE-CXC

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify)*:

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one)*:
 - a. ☐ deposited the sealed envelope with the United States Postal Service.
 - b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.
3. The *Notice of Entry of Judgment or Order* was mailed:
 - a. on *(date)*:
 - b. from *(city and state)*:
4. The envelope was addressed and mailed as follows:

a. Name of person served: - Street address: - City: - State and zip code: b. Name of person served: - Street address: - City: - State and zip code:	c. Name of person served: - Street address: - City: - State and zip code: d. Name of person served: - Street address: - City: - State and zip code:
--	--

☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

 (TYPE OR PRINT NAME OF DECLARANT)

_____
 (SIGNATURE OF DECLARANT)

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

MAR 30 2026

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

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

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

Plaintiff,

v.

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

Defendants.

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: March 5, 2026

Time: 2:00 p.m.

Dept. CX102

[PROPOSED] FINAL ORDER AND JUDGMENT

1 Plaintiff Ximena Garcia's ("Plaintiff") Motion for Final Approval of Class and
2 Representative Action Settlement, Attorneys' Fees and Costs, Administration Costs, and Class
3 Representative's Enhancement Award ("Motion") and supporting papers were filed with the Court
4 on December 15, 2025, seeking final approval of the settlement set forth in the Amended Joint
5 Stipulation of Class Action and PAGA Settlement (hereafter referred to for ease of reference as the
6 "Settlement Agreement"), attached to the 12/15/25 Declaration of Anthony J. Orshansky in Support
7 of the Motion [ROA #107] as Exhibit A), entered into with Defendant Hilty's Electric-California,
8 Inc. ("Defendant," together with Plaintiff, the "Parties"). Prior to the scheduled hearing on the
9 Motion, the Court entered a tentative ruling requesting supplemental briefing, which was submitted
10 counsel for Plaintiff on February 5, 2026. Now, pursuant to this Court's Tentative Ruling entered on
11 March 5, 2026, full and adequate notice having been given to the Class as required in the Court's
12 Preliminary Approval Order, and the Court having considered all papers filed and proceedings held
13 herein, including the supplemental briefing, and otherwise being fully informed and good cause
14 appearing therefor,

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

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

18 2. The Court has jurisdiction over this matter.

19 3. For settlement purposes only, "Participating Class Members" shall mean:

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

23 4. As set forth in the Settlement Agreement, "Aggrieved Employees" means:

24 All persons currently or formerly employed as non-exempt employees in California
25 by Defendant at any time during the period from February 27, 2022 through July 31,
26 2025 ("PAGA Period").¹

27
28 ¹ Aggrieved Employees could not request exclusion from the Settlement.

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

3 6. Plaintiff is appointed as the Class Representative.

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

5 8. Notice was provided to Class Members and Aggrieved Employees as set forth in the
6 Settlement Agreement. The form and manner of notice were approved by the Court on September
7 9, 2025, and the notice process has been completed. The Court finds that said notice was the best
8 notice practicable under the circumstances. The Class Notice provided due and adequate notice of
9 the proceedings and matters set forth therein, informed Class Members of their rights, and fully
10 satisfied the requirements of Code of Civil Procedure section 1781, subdivision (e), California Rules
11 of Court, Rule 3.769, and due process.

12 9. The Court finds that no Class Member has objected to the class settlement.

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

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

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

22 13. The Court hereby approves the settlement as set forth in the Settlement Agreement
23 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
24 according to its terms.

25 14. For purposes of settlement only, the Court finds that (a) the members of the settlement
26 class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are
27 questions of law or fact common to the settlement class, and there is a well-defined community of
28 interest among members of the settlement class with respect to the subject matter of the litigation;

1 (c) the claims of the Class Representative are typical of the claims of the members of the settlement
2 class; (d) the Class Representative has fairly and adequately protected the interests of the
3 Participating Class Members; (e) a class action is superior to other available methods for an efficient
4 adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for the Class
5 Representative and the settlement class.

6 15. The Court finds that given the absence of objections to the settlement, and objections
7 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of
8 entry.

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

21 17. The Court finds that an enhancement award in the amount of \$5,000 to the named
22 Plaintiff is appropriate for the risks she undertook and her service to the settlement class. The Court
23 finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator
24 make this payment in conformity with the terms of the Settlement Agreement.

25 18. The Court finds that attorneys' fees in the amount of thirty percent (30%) of the Gross
26 Settlement Amount (e.g., \$303,000) is fair, reasonable, and adequate. The fee award will be split
27 between the two firms as follows: sixty percent (60%) (e.g., \$181,000) to CounselOne, PC, and
28 forty percent (40%) (e.g., \$121,200) to the Law Offices of Sahag Majarian II. The Court orders that

1 the Settlement Administrator distribute this payment in conformity with the terms of the Settlement
2 Agreement.

3 19. The Court finds that litigation costs in the amount of \$16,078.10 to Class Counsel
4 (e.g., to CounselOne, PC, as the Law Offices of Sahag Majarian II has waived costs in this matter)
5 for reimbursement of their actual litigation expenses is fair, reasonable, and adequate, and orders
6 that the Settlement Administrator make this payment in conformity with the terms of the Settlement
7 Agreement.

8 20. The Court orders that the Settlement Administrator shall be paid \$17,500 from the
9 Gross Settlement Amount for all of its work done and to be done until the completion of this matter,
10 and finds that sum appropriate.

11 21. The Court finds that the payment to LWDA in the amount of \$60,000 for its share of
12 the settlement of Plaintiff's representative action under the Labor Code's Private Attorneys General
13 Act ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to
14 distribute this payment to the LWDA in conformity with the terms of the Settlement Agreement.

15 22. The Court finds that the Net Settlement Amount of \$608,421.90 (including \$20,000
16 to Aggrieved Employees as their share of the PAGA penalties), is fair, adequate, and reasonable.
17 The Court finds that the settlement payments to be paid from the Net Settlement Amount (e.g., the
18 amount of \$588,421.90 to be paid to Participating Class Members on a pro rata basis, and the amount
19 of \$20,000 to be paid to Aggrieved Employees on a pro rata basis), as provided for in the Settlement
20 Agreement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
21 the individual payments in conformity with the terms of the Settlement Agreement.

22 23. As of the Effective Date, Plaintiff and all Class Members who did not submit timely
23 and valid requests for exclusion from the settlement individually and on behalf of their respective
24 successors, assigns, agents, attorneys, executors, heirs and personal representatives, will release
25 Defendant, together with all of its past, present, and future parents, subsidiaries, affiliated and related
26 entities, predecessor or successor entities, and all present and former owners, boards, officers,
27 directors, trustees, shareholders, members, partners, employees, agents, insurers, reinsurers, assigns,
28 attorneys, representatives, heirs, executors, administrators, successors and assigns and all payroll

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

1 Class Period. Participating Class Members also waive and release any claims under the Fair Labor
2 Standards Act ("FLSA") (29 U.S.C. § 201 et seq.) arising during the Class Period and based on the
3 factual allegations alleged or which could have been alleged in the Class Action Complaint,
4 including the claims noted above. This release excludes the release of claims not permitted by law.

5 24. As of the Effective Date, Plaintiff, the State of California, and Aggrieved Employees
6 shall fully and finally release and discharge Defendant and the Released Parties, and each of them,
7 from any and all claims for civil penalties under the California Labor Code Private Attorneys
8 General Act of 2004, Labor Code section 2698 et seq., that were asserted in Plaintiff's LWDA letter
9 and complaints; and/or that could have been asserted based on the facts and/or allegations in the
10 operative complaint and/or Plaintiff's LWDA letter, including, but not limited to, any and all claims
11 for civil penalties under the PAGA based on alleged unpaid wages (including but not limited to
12 minimum and overtime wages and final pay upon termination), alleged unpaid meal and rest period
13 premiums, itemized wage statement penalties, waiting time penalties, failure to reimburse for
14 necessary business expenses arising under the California Labor Code, California Civil Code
15 violations, and claims for restitution and other equitable relief, liquidated damages, or penalties; and
16 any other benefit claimed on account of the allegations asserted in the LWDA Letter submitted by
17 Plaintiff ("PAGA Released Claims"). This release shall apply to all claims arising at any point
18 during the PAGA Period. The release shall include a release of claims under California Labor Code
19 sections 201, 202, 203, 204, 210, 223, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174, 1174.5,
20 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802. This release excludes the release of
21 claims not permitted by law.

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

26 26. After entry of this Final Approval Order and Judgment, pursuant to Code of Civil
27 Procedure section 664.6 and California Rules of Court, Rule 3.769(h), the Court shall retain
28 jurisdiction to construe, interpret, implement, and enforce the Settlement Agreement and Final

1 Approval Order, to hear and resolve any contested challenge to a claim for settlement benefits, and
2 to supervise and adjudicate any dispute arising from or in connection with the distribution of
3 settlement benefits.

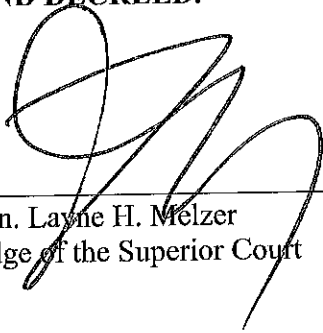
4 27. A Final Accounting Hearing is set for January 7, 2027 at 2:00 p.m. in Department
5 CX102 of the Orange County Superior Court, Civil Complex Center, located at 751 W Santa Ana
6 Blvd, Santa Ana, CA 92701. The deadline for Class Counsel to file a declaration from the Settlement
7 Administrator concerning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

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

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

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

22
23 **MAR 30 2026**
24 Dated: _____

25 
26 _____
27 Hon. Layne H. Melzer
28 Judge of the Superior Court

- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8
- 9
- 0
- 1
- 2
- 3
- 4
- 5
- 6
- 7
- 8

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 9465 Wilshire Boulevard, Suite 300, Beverly Hills, CA 90212.

NOTICE OF ENTRY OF JUDGMENT OR ORDER

Attorneys for Defendant

California Labor and Workforce
Development Agency
1515 Clay Street, Ste. 801
Oakland, CA 94612

I declare under penalty of perjury that the above is true and correct.

Executed on March 30, 2026 at Beverly Hills, California.

Anthony J. Orshansky