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6
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individually and on behalf of all others similarly situated

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF LOS ANGELES**

11 ERIC PENNINGTON, individually and on
12 behalf of all others similarly situated,

13 Plaintiffs,

14 v.

15 EXPRESS PIPE & SUPPLY CO., LLC:
16 MORSCO SUPPLY, LLC; and DOES 1 through
17 20, inclusive,

18 Defendants.
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Case No. 23STCV05168

Assigned for All Purposes to:
Judge David Cunningham
Dept. 11

**NOTICE OF ENTRY OF FINAL
JUDGMENT**

PLEASE TAKE NOTICE that on March 10, 2025, the above-entitled Court granted final approval of the Parties' class action and representative PAGA settlement and entered final judgment. A true and correct copy of the Order Granting Final Approval is attached hereto as Exhibit A and a true and correct copy of the Judgment is attached hereto as Exhibit B.

AEGIS LAW FIRM, PC

By: /s/ Kristy R. Connolly
Kristy R. Connolly
Attorneys for Plaintiff

EXHIBIT A

Electronically Received 02/13/2025 02:57 PM

FILED
Superior Court of California
County of Los Angeles
03/10/2025

David W. Stoyke, Executive Officer / Clerk of Court
By: T. Lewis Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ERIC PENNINGTON, individually and
on behalf of all others similarly situated,

Plaintiffs,

v.

EXPRESS PIPE & SUPPLY CO., LLC;
MORSCO SUPPLY, LLC; and DOES 1
through 20, inclusive,

Defendants.

Case No. 23STCV05168

*Assigned for All Purposes to:
Judge David Cunningham
Dept. 11*

**~~[PROPOSED]~~ ORDER GRANTING FINAL
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

Date: March 10, 2025
Time: 10:00 a.m.
Dept: 11

**~~[PROPOSED]~~ ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

1 This matter came on for hearing on March 10, 2025, at 10:00 a.m., in Department 11 of
2 the above-captioned Court on the Motion for Final Approval of Class Action Settlement pursuant
3 to California Rule of Court 3.769, this Court's Order Granting Preliminary Approval, and the
4 Class Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement"), a
5 copy of which was filed as Exhibit 1 to the Declaration of Kristy R. Connolly in support of
6 Plaintiff's Motion for Final Approval of Class Action Settlement.

7 Having received and considered the Settlement Agreement, the supporting papers filed by
8 the Parties, and the evidence and argument received by the Court in conjunction with the
9 unopposed Motion for Preliminary Approval of Class Action Settlement and the instant Motion
10 for Final Approval, the Court grants final approval of the Settlement and HEREBY ORDERS
11 AND MAKES THE FOLLOWING DETERMINATIONS:

12 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to
13 each Class Member by first-class mail. These papers informed the Class of the terms of the
14 Settlement, their right to receive an Individual Settlement Payment, their right (a) to comment on
15 or object to the Settlement, (b) to request exclusion from the Settlement and pursue their own
16 remedies, and (c) of their right to appear in person or by counsel at the final approval hearing and
17 to be heard regarding approval of the Settlement. Adequate periods of time were provided by
18 each of these procedures. No member of the Class filed written objection to the proposed
19 Settlement as part of this notice process or stated an intention to appear at the final approval
20 hearing.

21 2. The Court finds and determines that this notice procedure afforded adequate
22 protections to Class Members and provides the basis for the Court to make an informed decision
23 regarding approval of the Settlement based on the responses of the Class. The Court finds and
24 determines that the notice provided in this case was the best notice practicable, which satisfied
25 the requirements of law and due process.

26 3. With respect to the Class and for purposes of approving this Settlement only, this
27 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous
28 that joinder of all members is impracticable; (b) there are questions of law or fact common to the

1 Class, and there is a well-defined community of interest among members of the Class with respect
2 to the subject matter of the Action; (c) the claims of Class Representative are typical of the claims
3 of the members of the Class; (d) the Class Representative has fairly and adequately protected the
4 interests of the members of the Class; (e) a class action is superior to other available methods for
5 an efficient adjudication of this controversy; and (f) the counsel of record for the Class
6 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in their
7 individual and representative capacities for the Class.

8 4. The Court has certified a Class, as that term is defined in and by the terms of the
9 Settlement Agreement as all persons currently or formerly employed by Defendants as a
10 nonexempt employee in the State of California at any time during the Class Period. The Class
11 Period means July 1, 2021 through June 30, 2024. The Court deems this definition sufficient for
12 purposes of California Rule of Court 3.765(a). Excluded from the Class is Steve Perera who has
13 submitted a timely and valid request for exclusion.

14 5. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

15 6. The Court hereby confirms Plaintiff Eric Pennington as the Class Representative
16 in this Action.

17 7. The Court finds and determines that the terms set forth in the Settlement
18 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement
19 according to its terms, having found that the Settlement was reached as a result of informed and
20 non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds
21 that the Parties conducted extensive investigation and that their attorneys were able to reasonably
22 evaluate their respective positions. The Court also finds that the Settlement will enable the Parties
23 to avoid additional and potentially substantial litigation costs, as well as delay and risks if the
24 Parties were to continue to litigate the case. The Court has reviewed the monetary recovery
25 provided as part of the Settlement and recognizes the significant value accorded to the Class.

26 8. The Court further finds and determines that the terms of the Settlement are fair,
27 reasonable and adequate to the Class and to each Participating Class Member and that the
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1 Settlement is ordered finally approved, and that all terms and provisions of the Settlement should
2 be and hereby are ordered to be consummated.

3 9. The Court hereby approves the Gross Settlement Amount of \$740,000.00.

4 10. The Court finds and determines that the Individual Settlement Payments to be paid
5 to Participating Class Members as provided for by the Settlement are fair and reasonable. The
6 Court hereby gives final approval to and orders the payment of those amounts be made to the
7 Participating Class Members in accordance with the Settlement Agreement.

8 11. The Court finds and determines that payment to the California Labor and
9 Workforce Development Agency of \$30,000.00 as its share of the settlement of civil penalties in
10 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
11 that the payment of that amount be paid in accordance with the Settlement Agreement.

12 12. The Court finds and determines that the fees and expenses in administering the
13 Settlement incurred by Phoenix Settlement Administrators in the amount of \$12,000.00, are fair
14 and reasonable. The Court hereby gives final approval to and orders that the payment of that
15 amount in accordance with the Settlement.

16 13. The Court finds and determines the Class Representative Service Payment of up
17 to \$5,000.00 for Plaintiff is fair and reasonable. The Court hereby orders the Administrator to
18 make this payment to the Plaintiff/Class Representative in accordance with the terms of the
19 Settlement Agreement.

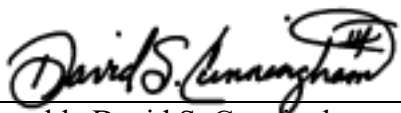
20 14. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
21 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
22 \$246,666.67 and litigation costs of \$20,512.24. The Court finds such amounts to be fair and
23 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
24 accordance with the terms of the Settlement Agreement.

25 15. Nothing in this order shall preclude any action to enforce the Parties' obligations
26 under the Settlement or under this order, including the requirement that Defendants make payment
27 to the Participating Class Members in accordance with the Settlement.
28

1 16. The Parties will bear their own costs and attorneys' fees except as otherwise
2 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation
3 costs.

4 17. The Court sets a Hearing Re: Distribution of Settlement Funds for **January 13,**
5 **2026, at 10:30 a.m.** in Department 11 of the above-entitled Court. Class Counsel are ordered to
6 file a Final Report Re: Distribution of the Settlement Funds by the Administrator five court days
7 prior.

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9 DATED: 03/10/2025



Honorable David S. Cunningham
JUDGE OF THE SUPERIOR COURT

EXHIBIT B

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FILED
Superior Court of California
County of Los Angeles
03/10/2025
David W. Stoyan, Executive Officer / Clerk of Court
By: T. Lewis Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ERIC PENNINGTON, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

EXPRESS PIPE & SUPPLY CO., LLC;
MORSCO SUPPLY, LLC; and DOES 1
through 20, inclusive,

Defendants.

Case No. 23STCV05168

Assigned for all purposes to:
Hon. David S. Cunningham
Dept. 11

[PROPOSED] FINAL JUDGMENT

1 Plaintiff Eric Pennington's ("Plaintiff") Motion for Final Approval of Class Action
2 Settlement came on for hearing on March 10, 2025 at 10:00 a.m. in Department 11 of the above-
3 captioned Court. Consistent with this Court's Order Granting Preliminary Approval, filed and
4 entered on November 4, 2024 ("Preliminary Approval Order"), the Court's Order Granting Final
5 Approval filed and entered on 03/10/2025 ("Final Approval Order"), and the CLASS
6 ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE ("Settlement
7 Agreement") entered into by Plaintiff Eric Pennington and Defendants Express Pipe & Supply
8 Co., LLC and Morsco Supply, LLC ("Defendants"), a copy of which was filed as Exhibit 1 to
9 the Declaration of Kristy R. Connolly in support of Plaintiff's Motion for Final Approval of Class
10 Action Settlement, and due and adequate notice having been given to all Class Members as
11 required in the Preliminary Approval Order, it is hereby ORDERED, ADJUDGED, AND
12 DECREED as follows:

13 1. All terms used herein shall have the same meaning as defined in the Settlement
14 Agreement.

15 2. The Court finds and determines that the terms of the Settlement are fair, reasonable
16 and adequate to the Class and to each Participating Class Member and that the Settlement is
17 ordered finally approved, and that all terms and provisions of the Settlement should be and hereby
18 are ordered to be consummated, as set forth in its Final Approval Order.

19 3. The Court has certified a Class, as that term is defined in and by the terms of the
20 Settlement Agreement as all persons currently or formerly employed by Defendants as a
21 nonexempt employee in the State of California at any time during the Class Period. The Class
22 Period means July 1, 2021 through June 30, 2024. Excluded from the Class is Steve Perera who
23 has submitted a timely and valid request for exclusion.

24 4. All Class Members were given a full and fair opportunity to participate in the
25 approval hearing. As of the date Defendants fully fund the Gross Settlement Amount and all
26 employer payroll taxes, Named Plaintiff and Participating Class Members shall release
27 Defendants and each of their former and present directors, officers, shareholders, owners,
28 members, attorneys, insurers, predecessors, successors, assigns subsidiaries and affiliates. (the

"Released Parties") from all claims, rights, demands, liabilities, and causes of action that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including (1) Failure to Pay Minimum Wages; (2) Failure to Pay Overtime Wages; (3) Failure to Provide Meal Breaks; (4) Failure to Permit Rest Breaks; (5) Failure to Reimburse Business Expenses; (6) Failure to Provide Accurate Itemized Wage Statements; (7) Failure to Pay Wages Timely During Employment; (8) Failure to Pay All Wages Due Upon Separation of Employment; (9) Failure to Pay Accrued Vacation; (10) Failure to Produce Records; and (11) Violation of Business and Professions Code §§ 17200, *et seq.* Except as set forth in this Section 5.4 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period via this Agreement.

5. In addition, as of the date on which Defendants fully fund the Settlement, all persons currently or formerly employed by Defendants as a non-exempt employee in the State of California at any time from March 8, 2022 to June 30, 2024 are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties arising during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including Labor Code §§ 96, 98.6, 201, 201.3, 202, 203, 204, 210, 212, 213, 221, 223, 226, 226.3, 226.7, 232, 232.5, 245, 432, 432.3, 432.5, 432.6, 432.7, 432.8, 510, 512, 558, 1102.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1527, 2699, 2699.3, 2800, 2802, 2810.5, 3366, 3457, 6400, 6401, 6402, 6403, and 8397.4. All Aggrieved Employees will receive their share of the employee portion of the PAGA Payments and will be deemed to have released any claims arising out of PAGA, regardless of whether they opt-out from the release of their Class claims.

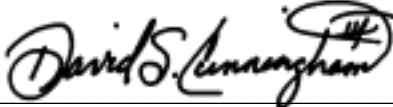
6. Without affecting the finality of this order or the entry of judgment in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this Judgment and the Settlement Agreement.

1 7. The Court hereby enters final judgment in accordance with the terms of the
2 Settlement Agreement and the Order Granting Final Approval of Class Action Settlement
3 entered on 03/10/2025.

4 8. Plaintiff shall give notice of this ruling and provide the Notice of Entry of Final
5 Order and Judgment to the Settlement Administrator, who shall post the Notice of Entry of Final
6 Order and Judgment on the Settlement Administrator's website for one hundred eighty (180)
7 calendar days.

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

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11 DATED: 03/10/2025



Honorable David S. Cunningham
JUDGE OF THE SUPERIOR COURT