

1 HEATHER DAVIS, SBN 239372
2 heather@protectionlawgroup.com
3 CHRISTINE V. REYES, SBN 346719
4 christine@protectionlawgroup.com
5 PROTECTION LAW GROUP, LLP
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

6 Attorneys for Plaintiff
7 FERNAN OCHOA VILLACANA

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF PLACER**

10 FERNAN OCHOA VILLACANA,
11 individually and on behalf of others similarly
12 situated, and as an aggrieved employee and
Private Attorney General,

13 Plaintiff,

14 vs.

15 RUA & SON MECHANICAL,
16 INCORPORATED, a California corporation;
and DOES 1 through 50, inclusive,

17 Defendant.
18
19
20
21
22

Case No.: S-CV-0051033

*Assigned for all purposes to: Hon. Trisha
Hirashima, Department 42*

**NOTICE OF ENTRY OF FINAL ORDER
AND JUDGEMENT**

Hearing Date: March 10
Hearing Time: 8:30am
Department: 42

Complaint Filed: August 11, 2023
FAC Filed: October 16, 2023
Trial Date: None Set

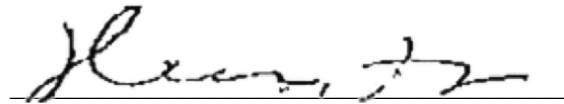
1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on April 3, 2026, in Department 42 of the above-entitled
3 Court, located at 10820 Justice Center Dr, Roseville, CA 95678, the Honorable Trisha Hirashima
4 signed an order granting Plaintiff's Motion for Final Approval of Class Action and PAGA
5 Settlement and entering Judgement in this matter. A true and correct copy of the Court's April 3,
6 2026, Final Order and Judgment is attached hereto as Exhibit A.

7
8 Dated: April 13, 2026

PROTECTION LAW GROUP, LLP

9
10 By:



Heather Davis, Esq

Christine Reyes, Esq.

Attorneys for Plaintiff

FERMAN OCHOA VILLACANA

EXHIBIT A

HEATHER DAVIS, SBN 239372
heather@protectionlawgroup.com
CHRISTINE V. REYES, SBN 346719
christine@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

Attorneys for Plaintiff,
FERMAN OCHOA VILLACANA

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF PLACER**

FERMAN OCHOA VILLACANA, individually
and on behalf of others similarly situated, and as
an aggrieved employee and Private Attorney
General,

Plaintiff,

vs.

RUA & SON MECHANICAL,
INCORPORATED, a California corporation;
and DOES 1 through 50, inclusive,

Defendants.

Case No.: S-CV-0051033

*Assigned for all purposes to: Hon. Trisha
Hirashima, Department 42*

**~~[PROPOSED]~~ FINAL ORDER AND
JUDGMENT**

March 10

Hearing Date: ~~February 24, 2026~~
Hearing Time: 8:30 a.m.
Department: 42

Complaint Filed: August 11, 2023
FAC Filed: October 16, 2023
Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Class and PAGA Action (“Action”) having come before the Court
3 on ~~February 24~~ ^{March 10}, 2026, for a hearing and Final Order Approving Class Action and PAGA
4 Settlement and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order
5 (“Preliminary Approval Order”), and as set forth in the Joint Stipulation of Class Action and PAGA
6 Settlement (“Agreement” or “Settlement Agreement”), and due and adequate notice having been
7 given to all Class Members as required in the Preliminary Approval Order, and the Court having
8 considered all papers filed and proceedings had herein and otherwise being fully informed and
9 good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS**
10 **FOLLOWS:**

11 1. The Court GRANTS Plaintiff Ferman Ochoa Villacana’s (“Plaintiff”) Motion for
12 Final Approval of Class Action and PAGA Settlement.

13 2. All terms used herein shall have the same meaning as defined in the Agreement.

14 3. The term “Class” and “Class Members” shall mean the following: “all current and
15 former non-exempt employees of Defendant Rua & Son Mechanical Incorporated (“Defendant”),
16 who worked for Defendant in the state of California at any time between August 11, 2019, and
17 September 30, 2025.” The term “Participating Class Member” includes all Class Members who
18 did not submit a timely and valid Request for Exclusion as provided in the Agreement.

19 4. The term “PAGA Members” shall mean the following: “all current and former non-
20 exempt employees of Defendant who worked for Defendant in the state of California at any time
21 from August 19, 2019, through September 30, 2025.”

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

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

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

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

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

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

23 10. Upon the complete funding of the Gross Settlement Amount and all applicable
24 employer-side payroll taxes by Defendant, Plaintiff and all Participating Class Members, shall
25 fully release and discharge the “Released Parties” from the “Released Class Claims” that arose
26 during the “Class Period” as set forth in the Settlement Agreement. This release shall be binding
27 on all Participating Class Members.

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

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

5 12. Additionally, upon the funding of the Gross Settlement Amount, Plaintiff—on
6 behalf of himself only—shall also generally release and discharge the Released Parties—from all
7 claims, demands, obligations, causes of action, or liabilities in the manner set forth in the
8 Settlement Agreement.

9 13. No Class Member requested to be excluded from the terms of the Settlement. The
10 last date to timely submit a request for exclusion was February 9, 2026. Accordingly, all 212
11 Participating Class Members are included and bound by this Order and Judgment.

12 14. The Court also hereby finds that there were no written objections to the
13 Settlement. The last day to submit a written objection to the settlement was February 9, 2026. The
14 Court also notes there were no objections made at the hearing on Final Approval of the Settlement.

15 15. The Court finds the settlement payments provided for under the Agreement to be
16 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement
17 and amendments thereto the Court orders Defendant to fund the Gross Settlement Amount of
18 \$1,000,000.00 within thirty (30) calendar days of the Effective Date to provide payments for the
19 Class/PAGA Members individual settlement payments, the class representative enhancement
20 payment for Plaintiff, Class Counsel’s attorney fees and costs, the Settlement Administrator’s
21 fees and expenses, and penalties to the LWDA pursuant to Labor Code Section 2698 et seq. The
22 calculations and the payments shall be made administered in accordance with the terms of the
23 Agreement.

24 16. Pursuant to the terms of the Agreement and amendment thereto, and the
25 authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class
26 Counsel attorneys’ fees in the amount of \$333,333.33 (1/3 of the Gross Settlement Amount) and
27 litigation costs in the amount of \$8,263.38 from the Gross Settlement Amount as final payment
28 for and complete satisfaction of any and all attorneys’ fees and costs incurred by and/or owed to

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

4 17. The Court hereby approves and orders a Class Representative Enhancement
5 Payment of \$7,500.00 to Plaintiff Ferman Ochoa Villacana from the Gross Settlement Amount in
6 accordance with the terms of the Settlement Agreement.

7 18. The Court approves and orders the payment in the amount of \$56,250.00 (75% of
8 \$75,000.00) from the Gross Settlement Amount to the California Labor Workforce Development
9 Agency for penalties arising under the Private Attorneys General Act of 2004 (PAGA). The
10 remaining \$18,750.00 (25% of \$75,000.00) shall be distributed to the PAGA Members as set forth
11 in the Agreement.

12 19. The Court also hereby approves and orders payment from the Gross Settlement
13 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
14 ILYM Group, Inc., in the amount of \$6,950.00 as set forth Settlement Agreement.

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

17 21. The Court also hereby approves and orders that any checks distributed from the
18 Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar
19 days after being issued shall be void. All uncashed settlement checks shall be transferred to the
20 California State Controller's Office and held in trust for such Class Members pursuant to
21 California Unclaimed Property Law, Civil Code Section 1500 *et seq.*

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

25 23. Neither the Settlement nor any of the terms set forth in the Agreement is an
26 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of
27 the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
28 Released Parties. Neither this Final Order, the Agreement, nor any document referred to herein,

1 nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an
2 admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing
3 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations
4 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence
5 of, an admission or concession with regard to the denials or defenses by Defendant, or any of the
6 other Released Parties, and shall not be offered in evidence in any action or proceeding in any
7 court, administrative agency or other tribunal for any purpose whatsoever other than to enforce
8 the provisions of this Final Order, the Agreement, the Released Class Claims, Released PAGA
9 Claims, or any related agreement or release. Notwithstanding these restrictions, any of the
10 Released Parties may file in the Action, or submit in any other proceeding, the Final Order, the
11 Agreement, and any other papers and records on file in the Action as evidence of the Settlement
12 to support a defense of *res judicata*, *collateral estoppel*, or other theory of claim or issue
13 preclusion or similar defense as to the Released Class/PAGA Claims.

14 24. Without affecting the finality of this Judgment, the Court shall retain continuing
15 jurisdiction over this action and the parties, including all Class Members, and over all matters
16 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to
17 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except
18 as provided to the contrary herein, any disputes or controversies arising with or with respect to
19 the interpretation, enforcement, or implementation of the Agreement shall be presented to the
20 Court for resolution Final accounting hearing: July 14, 2026, 8:30 a.m., Dept. 42. Plaintiff shall file
and serve a final accounting status report by June 30, 2026.

21 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

22
23 DATED: 04/03/2026



24
25 /s/ Hon. Trisha Hirashima
JUDGE OF THE SUPERIOR COURT