**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**FOR THE COUNTY OF ORANGE**

EDGAR CORRAL, individually and on behalf of similarly situated individuals and members of the general public,

Plaintiff,

vs.

PENN ELCOM, INC., a California corporation; OPTIMUM EMPLOYER SOLUTIONS, LLC., a California limited liability corporation; and DOES 1 through 25, inclusive,

Defendants.

Case No.: 30-2023-01363928-CU-OE-CXC

Honorable Melissa R. McCormick
Department CX105

**[REVISED PROPOSED] FINAL APPROVAL ORDER AND JUDGMENT**

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| Date: | October 8, 2026 |
| Time: | 2:00 p.m. |
| Dept.: | CX105 |
| Complaint Filed: | November 17, 2023 |
| FAC Filed: | January 12, 2024 |
| Trial Date: | Not Set |

Plaintiff Edgar Corral's ("Plaintiff") Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs came before this Court on **October 8, 2026 at 2:00 p.m.** before the Honorable Melissa R. McCormick in Department CX105 of the above-captioned Court located at Civil Complex Center, 751 West Santa Ana Boulevard, Santa Ana, California, 92701.

Having received and considered the Joint Stipulation of Class Action and PAGA Settlement, Amendment No. 1 to Joint Stipulation of Class Action and PAGA Settlement, and Amendment No. 2 to Joint Stipulation of Class Action and PAGA Settlement (collectively, "Settlement Agreement" or "Settlement"), Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel (Alexandra Rose), the Class Representative (Edgar Corral), and the Settlement Administrator (Missy Carey on behalf of Apex Class Action LLC), and the evidence and argument received by the Court in conjunction with the Motion for Preliminary Approval of Class Action and PAGA Settlement and documents thereto, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

1. This Court has jurisdiction over the subject matter of the above-captioned action and over Plaintiff and Defendants Penn Elcom, Inc. and Optimum Employer Solutions, LLC (together, "Defendants") (collectively, with Plaintiff, the "Parties"), including all members of the Class.

2. The Court finds that the following Class is properly certified as a class for settlement purposes only: "All current and former hourly-paid and/or non-exempt employees who worked for Defendant Penn Elcom, Inc. within the State of California at any time during the Class Period."

3. The "Class Period" is defined as the period from November 17, 2019 through August 11, 2024.

4. The Court appoints Plaintiff Edgar Corral as the Class Representative for settlement purposes only.

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5. The Court appoints Jonathan M. Genish, Karen I. Gold, Noam Y. Reiffman, Marissa A. Mayhood, Sara Pezeshkpour, and Alexandra Rose of Blackstone Law, APC as Class Counsel for settlement purposes only.

6. The Notice of Class Action and PAGA Settlement ("Class Notice"), Request for Exclusion Form ("Exclusion Form"), and Notice of Objection Form ("Objection Form") (collectively, "Notice Packet") provided to the Class conforms with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The Notice Packet fully satisfied the requirements of due process.

7. The Court finds the Settlement was entered into in good faith, that the Settlement is fair, reasonable, and adequate, and that the Settlement satisfies 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 California Rules of Court, Rule 3.769.

8. The Settlement Agreement is not an admission by Defendants, or by any other Released Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing by Defendants or any other Released Party. Neither this Order and Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants or any of the other Released Parties.

9. The Court finds that no Class Members have validly and timely opted out of the Class Settlement and no Settlement Class Members have objected to the Class Settlement.

10. In addition to any recovery that Plaintiff may receive under the Settlement, and in recognition of Plaintiff's efforts on behalf of the Class, the Court hereby approves the payment from the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of $5,000.00.

11. The Court approves the payments from the Gross Settlement Amount of attorneys' fees to Class Counsel in the sum of $45,000.00 and reimbursement of actual litigation costs and expenses to Class Counsel in the sum of $14,532.60. The attorneys' fees and reimbursement of litigation costs and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the common fund obtained for the Class. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the Class.

12. The Court approves and orders payment from the Gross Settlement Amount in the amount of $4,500.00 to Apex Class Action LLC for performance of settlement administration services.

13. The Court approves and orders payment in the amount of $7,500.00 to the California Labor Workforce and Development Agency ("LWDA") as 75% of the payment allocated toward PAGA penalties.

14. It is hereby ordered that within five (5) business days after the Effective Date, Defendant Penn Elcom, Inc. will deposit the Gross Settlement Amount ($150,000.00) into an account established by the Settlement Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

15. It is hereby ordered that within five (5) business days of the funding of the Gross Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys' Fees and Costs to Class Counsel, Enhancement Payment to Plaintiff, LWDA Payment to the LWDA, and Settlement Administration Costs to itself.

16. Each Individual Settlement Payment and Individual PAGA Payment check will be valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and thereafter, will be canceled. Any funds associated with such canceled checks will be distributed by the Settlement Administrator to the California Controller's Unclaimed Property Division in the name of the Settlement Class Member and/or PAGA Employee.

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17. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, or causes of action which were alleged or which reasonably could have been alleged based on the factual allegations in the Operative Complaint, arising during the Class Period, under any federal, state, or local law, and shall specifically include claims for Defendants' alleged failure to pay minimum wages, alleged failure to pay overtime wages, alleged failure to provide compliant meal periods and premium payments in lieu thereof, alleged failure to provide compliant rest periods and premium payments in lieu thereof, alleged failure to timely pay wages during employment, alleged failure to provide compliant wage statements, alleged failure to timely pay wages upon termination, and alleged failure to reimburse necessary business expenses in violation of California Labor Code Sections 201, 202, 203, 204, 226(a), 226.7, 210, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 1-2001, and all claims for attorneys' fees and costs and statutory interest in connection therewith, California Business and Professions Code sections 17200, *et seq.*, and any other claims, including claims for statutory penalties, pertaining to the Class Members (collectively, "Released Class Claims").

18. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff, the State of California with respect to all PAGA Employees, and all PAGA Employees will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of any and all claims arising from any of the factual allegations in the PAGA Letter, arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004, California Labor Code Sections 2698 *et seq.*, including all claims for attorneys' fees and costs related thereto, for Defendants' alleged failure to pay minimum wages, failure to pay overtime wages, failure to provide compliant meal periods and premium payments in lieu thereof, failure to provide compliant rest periods and premiums payments in lieu thereof, failure to timely pay wages during employment, failure to provide compliant wage statements, failure to timely pay wages upon termination, and failure to reimburse necessary business expenses in violation of California Labor Code Sections 201, 202,

203, 204, 226(a), 226.7, 210, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Order 1-2001 (collectively, "Released PAGA Claims").

19. "Released Parties" means Defendants and their past, current, and/or future officers, directors, members, managers, employees, parent companies, shareholders, subsidiaries, predecessors, successors, and assigns.

20. The Court orders the Parties, their counsel, and the Settlement Administrator to perform and satisfy the terms and conditions of the Settlement Agreement.

21. This Court shall retain jurisdiction with respect to all matters related to the administration and consummation of the Settlement, and any and all claims asserted in, arising out of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the Settlement and the determination of all controversies relating thereto.

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

23. Within ten (10) days after entry of this Order and Judgment, Class Counsel shall submit a copy of the Order to the Labor and Workforce Development Agency through its online filing system pursuant to Labor Code section 2699(s)(3).

24. A Final Accounting Hearing is set for July 15, 2027 at 9:00 a.m. in Department CX105 of this Court located at Civil Complex Center, 751 West Santa Ana Boulevard, Santa Ana, California, 92701. Plaintiff shall file a Final Report nine (9) court days prior.

**IT IS SO ORDERED.**

Dated: _____

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Honorable Melissa R. McCormick