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San Diego Superior Court
Central Division

DEC 12 2025

Clerk of the Superior Court
By: A. Yim, Deputy**LAWYERS FOR EMPLOYEE AND CONSUMER RIGHTS**

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Attorneys for Plaintiff, the Putative Class, and the Aggrieved Employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

ANTHONY DEL VILLAR, an individual, on
behalf of himself, the State of California, as a
private attorney general, and on behalf of all
others similarly situated,

Plaintiff,

v.

THA HEATING & AIR, INC., a California
Corporation; and DOES 1 TO 50,

Defendants.

Case Number: 37-2024-00001497-CU-OE-CTL

**[Proposed] Order Granting Final Approval of
Class Action Settlement and Final Judgment**

Date: December 12, 2025

Time: 1:30 p.m.

Dept.: C-63

Judge: Katherine A. Bacal

Complaint Filed: January 16, 2024

FAC Filed: September 30, 2024

1 On December 12, 2025, the Court held a hearing on Plaintiff's Motion for Final Approval of
2 Class Action Settlement.

3 In conformity with California Rules of Court, Rule 3.769, with due and adequate notice having
4 been given to Class Members, and the Court having considered the Settlement Agreement and Release
5 of Class and PAGA Action (the "Settlement Agreement"), all of the legal authorities and documents
6 submitted in support thereof, all papers filed and proceedings has herein, all oral and written comments
7 received regarding the proposed settlement, and having reviewed the record in this litigation, and good
8 cause appearing, the Court GRANTS final approval of the Settlement and **ORDERS AND MAKES**
9 **THE FOLLOWING FINDINGS AND DETERMINATIONS AND ENTERS FINAL**
10 **JUDGMENT AS FOLLOWS:**

11 1. All terms used in this Order Granting Final Approval of Class Action Settlement (the
12 "Order") shall have the same meanings given as those terms are used and/or defined in the parties'
13 Settlement Agreement.

14 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
15 jurisdiction to approve this Settlement and all exhibits thereto.

16 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
17 Agreement and as follows:

18 all individuals who are or were employed by Defendants as non-exempt employees in
19 California from January 16, 2020, through December 13, 2024.
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21 4. The Court deems this definition sufficient for the purpose of California Rule of Court
22 3.765(a), and solely for the purpose of effectuating the Settlement.

23 5. The Court finds that an ascertainable class of 181 class members exists and a well-
24 defined community of interest exists on the questions of law and fact involved because in the context
25 of the Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of
26 the Plaintiff are typical of claims of the Class Members; and (iii) in negotiating, entering into and
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1 implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and
2 protected the interest of the Class Members.

3 6. The Court is satisfied that Apex Class Action, LLC, which functioned as the Settlement
4 Administrator, completed the distribution of Class Notice and Share Form to the Class in a manner that
5 comports with California Rule of Court 3.766. The Class Notice informed 181 Class Members of the
6 Settlement terms, their rights to do nothing and receive their settlement share, their rights to submit a
7 request for exclusion, their rights to comment on or object to the Settlement, and their rights to appear
8 at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of
9 time to respond and to act were provided by each of these procedures. No Class Members filed written
10 objections to the Settlement as part of this notice process, and no Class Member filed a written
11 statement of intention to appear at the Final Approval Hearing. No Class Members submitted a request
12 for exclusion.

13 7. The Court hereby approves the terms set forth in the Settlement Agreement and finds
14 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent and
15 compliant with all applicable requirements of the California Code of Civil Procedure, the California
16 and United States Constitutions, including the Due Process clauses, the California Rules of Court, and
17 any other applicable law, and in the best interests of each of the Parties and Class Members.

18 8. The Court directs the Parties to effectuate the Settlement Agreement according to its
19 terms and declares the Settlement Agreement to be binding on all Class Members.

20 9. The Court finds that the Settlement Agreement has been reached as a result of informed
21 and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted
22 extensive investigation and research, and their attorneys were able to reasonably evaluate their
23 respective positions.

24 10. The Court also finds that the Settlement now will avoid additional and potentially
25 substantial litigation costs, as well as delay and risks of the Parties were to continue to litigate the case.
26 Additionally, after considering the monetary recovery provided as part of the Settlement in light of the
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1 challenges posed by continued litigation, and Court concludes that Class Counsel secured significant
2 relief for Class Members.

3 11. The Settlement Agreement is not an admission by Defendant, nor is this Order a finding
4 of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement
5 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
6 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
7 concession, or liability whatsoever by or against Defendant.

8 12. The Court appoints Plaintiff Anthony Del Villar as Class Representative and finds her
9 to be adequate.

10 13. The Court appoints Jonathan Melmed, Esq. and Laura M. Supanich, Esq., of Melmed
11 Law Group P.C. as Class Counsel, and finds them to be adequate, experienced, and well-versed in class
12 action litigation.

13 14. The terms of the Agreement, including the Gross Settlement Amount of \$180,000.00 is
14 fair, adequate, and reasonable to the Class and to each Class Member, and the Court grants final
15 approval of the Settlement set forth in the Settlement Agreement, subject to this Order. The Court
16 approves the following allocations, which fall within the ranges stipulated by and through the
17 Settlement Agreement:

- 18 1. The \$4,990.00 designated for payment to Apex Class Action, LLC, the Settlement
19 Administrator, is fair and reasonable. The Court grants final approval of, and orders the
20 Parties to make the payment to the Settlement Administrator in accordance with the
21 Agreement.
- 22 2. The \$60,000.00 amount requested by Plaintiff and Class Counsel for the Class Counsel's
23 attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. The
24 Court grants final approval of, awards, and orders the Class Counsel Fees Payment to
25 be made in accordance with the Agreement.
- 26 3. The Court awards \$16,476.83 in litigation costs, an amount which the Court finds to be
27 reflective of the reasonable costs incurred. The Court grants final approval of, and order
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1 the Class Counsel Litigation Expenses Payment in this amount to be made in accordance
2 with the Agreement.

3 4. The \$7,500.00 requested by Plaintiff for the Incentive Award is fair and reasonable. The
4 Court grants final approval of and orders the Incentive Award to be paid in accordance
5 with the Agreement.

6 5. The Court approves of the \$20,000.00 allocation assigned for claims under the Private
7 Attorney General Act (PAGA), and orders 75% thereof (i.e., \$15,000.00) to be paid to
8 the California Labor and Workforce Development Agency (LWDA) in accordance with
9 the terms of the Settlement Agreement.

10 15. The Court orders the Parties to comply with and carry out all terms and provisions of
11 the Settlement, to the extent that the terms thereunder do not contradict with this Order, in which case
12 the provisions of this Order shall take precedence and supersede the Settlement.

13 16. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's
14 rights to continue to oppose the merits of the claims in this Action or class treatment of these claims in
15 this case if the Settlement fails to become Final or effective, or in any other case without limitation.

16 17. All Class Members shall be bound by the Settlement and this Order, including the
17 release of claims as set forth in the Agreement.

18 18. The Parties shall bear their own respective attorneys' fees and costs except as otherwise
19 provided in the Settlement Agreement.

20 19. All checks mailed to the Class Members must be cashed within one hundred eighty
21 (180) days after mailing.

22 20. Within 7 days after the Court has held a Final and Fairness Approval Hearing and
23 entered a final order certifying the Class for settlement purposes only and approving the Class
24 Settlement, the Settlement Administrator will give notice of judgment to Settlement Class Members
25 pursuant to California Rules of Court, rule 3.771(b) by posting a copy of said order and final judgment
26 on its website.

21. The Court retains continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

22. Plaintiff shall file with the Court a report regarding the status of distribution within two hundred and ten (210) days after all funds have been distributed.

23. This Final Judgment is intended to be a final disposition of the above captioned action in its entirety and is intended to be immediately appealable. This Judgment resolves and extinguishes all claims released by the Settlement Agreement, against Defendant.

24. The Court hereby sets a hearing date of _____ at _____ pm/am for a hearing on the final accounting and distribution of the settlement funds.

IT IS SO ORDERED, ADJUDGED, AND DECREED:

Dated: 12/12/25



Judge of the Superior Court, County of San Diego

KATHERINE A. BACAL