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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ALAMEDA

TEVIN CAMPBELL, on behalf of himself, the State of California, and aggrieved employees, an individual, Plaintiff, v. VERTIV CORPORATION, an OHIO corporation; ELECTRICAL RELIABILITY SERVICES, INC., an Ohio corporation; and DOES 1 through 50, inclusive, *Defendants*.	Case No.: 24CV076883 CLASS ACTION Assigned for All Purposes To: Hon. Peter Borkon Dept.: 15 **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA SETTLEMENT; FINAL JUDGMENT** Hearing Date: October 29, 2026 Time: 2:30 p.m.

On October 29, 2026, at 2:30 p.m., in Department 15 of the above Court, Plaintiff Tevin Campbell's ("Plaintiff") unopposed Motion for Approval of the PAGA Settlement ("Settlement" or "Settlement Agreement") entered into by and between Plaintiff, on behalf of himself, the State of California and all aggrieved employees (the "Aggrieved Employees"), and Defendants VERTIV CORPORATION and ELECTRICAL RELIABILITY SERVICES, INC ("Defendants"), came before the Court for hearing pursuant to the Private Attorney's General Act ("PAGA"), California Labor Code § 2698 *et seq.* Plaintiff appeared via his counsel ("PAGA Counsel") and counsel also appeared for Defendants. There were no other appearances and no objections to the Motion. Having considered the Motion, the Settlement Agreement, all supporting documents, and the arguments of counsel, and GOOD CAUSE having been shown, Plaintiff's Motion is GRANTED.

NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:

1. This Order hereby fully incorporates the Settlement Agreement entered into between Plaintiff, on behalf of himself, the Aggrieved Employees, and the State of California, on the one hand, and Defendants on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and over all parties to the Action.

2. Aggrieved Employees are defined as all non-exempt hourly employees employed by Defendants in the State of California during the PAGA Period, which is March 20, 2023 through May 5, 2026.

3. The Court has considered the nature of the claims, the amount paid in settlement, which is $162,200.00 ("Gross Settlement Amount"), the allocation of settlement proceeds among the Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. The Court hereby finds the Settlement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, and has been reached as a result of serious and non-collusive, arm's-length negotiations. The Court therefore approves the Settlement as set forth in the Settlement Agreement and directs the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

4. The Court hereby finds that Plaintiff's notice of the proposed Settlement submitted to the Labor and Workforce Development Agency ("LWDA") fully and adequately complied with the notice requirements of California Labor Code § 2699.

5. Effective on the date when Defendants fully fund the entire Gross Settlement Amount, Plaintiff and Aggrieved Employees will release claims against all Released Parties as follows:

> Plaintiff and all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, administrators, successors and assigns, the Released Parties from all claims for PAGA Penalties that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint and the PAGA Notice that are alleged to have occurred during the PAGA Period.

6. "Released Parties" means Defendants Vertiv Corporation and Electrical Reliability Services, Inc. and each of their former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

8. Neither the Settlement nor any of the terms set forth in the Settlement Agreement are admissions by Defendants, or any of the other Released Parties, of liability on any of the allegations alleged in the Action. This Order is neither: (a) a finding of the validity of any claims in the Action; (b) a finding or determination that Defendants' policies or practices were unlawful, as contemplated by Labor Code section 2699(f)(2)(B)(i) or any other civil penalty provision that contemplates a higher penalty for a "subsequent violation"; nor (c) a finding of any other form of wrongdoing by Defendants or any of the other Released Parties. The Settlement Agreement represents a compromise and settlement of highly disputed claims. Defendants deny all liability in the Action.

9. Pursuant to the terms of the Settlement, the Court approves D.Law, Inc. as PAGA Counsel for settlement purposes.

10. Pursuant to the terms of the Settlement, the Court awards Attorneys' Fees to PAGA Counsel in the total amount of **$54,066.66**, to be paid out of the Gross Settlement Amount, as final payment for and satisfaction of any and all attorney's fees arising out of the Action.

11. Pursuant to the terms of the Settlement, the Court awards Attorneys' Costs to

PAGA Counsel in the amount of **$20,133.86** to be paid out of the Gross Settlement Amount, as final payment for and complete satisfaction of any and all attorneys' costs arising out of the Action.

12. Pursuant to the terms of the Settlement, the Court awards Plaintiff Campbell the PAGA Representative Service Payment in the amount of $5,000.00.

13. The Court appoints Phoenix Class Action Administration Solutions ("Phoenix") to serve as the Settlement Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards administration related payments in the amount of **$4,500.00** to Phoenix as compensation for its fees and costs in administering this Settlement. This amount is to be paid out of the Gross Settlement Amount.

13. Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of approximately $78,499.47 shall be allocated as follows: with 75% ($58,874.60) allocated to the LWDA ("LWDA PAGA Payment") and 25% ($19,624.87) will be paid to the Aggrieved Employees pursuant to the method set forth in the Settlement Agreement for calculating Individual PAGA Payments.

14. Defendants will not be required to pay any additional amounts in connection with the Settlement other than those amounts specifically set forth in the Settlement Agreement and this Order.

15. Defendants will fully fund the Gross Settlement Amount no later than thirty (30) days after the Effective Date.

16. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, Plaintiff's Enhancement Payment, the Administration Expenses Payment, the PAGA Counsel Fees Payment, and the PAGA Counsel Expenses Payment.

17. Settlement checks will remain valid for one hundred eighty (180) days after the date of mailing. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator will transmit the funds represented by such check to the California Unclaimed Property Fund in the name of the Aggrieved Employee.

18. The Court sets a Compliance Hearing on _____, 2027 at _____

a.m. in Department 15. PAGA Counsel is ordered to file a final report and declaration by the Administrator regarding settlement distribution no later than _____days before the Compliance Hearing. No appearance will be required at the Compliance Hearing if the Administrator's declaration reports that all the distributions under the Settlement Agreement are complete.

19. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment as are permitted by law pursuant to California Code of Civil Procedure Section 664.6.

20. The Court hereby enters judgment of the entire Action for the reasons set forth above and upon the terms set forth in the Settlement Agreement.

21. This Judgment is intended to be a final disposition of the above-captioned action in its entirety and is intended to be immediately appealable. Subject to the Court's continuing jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

IT IS SO ORDERED.

DATED: _____2026

_____
Hon. Peter Borkon
Judge of the Superior Court