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14 SUPERIOR COURT OF THE STATE OF CALIFORNIA
15 IN AND FOR THE COUNTY OF SAN DIEGO

16 RICHARD WINN, an individual, on behalf of
17 himself and on behalf of all persons similarly
18 situated,

19 Plaintiff,

20 v.

21 CITY ELECTRIC SUPPLY COMPANY, a
Florida corporation; and DOES 1-50,
22 Inclusive,

23 Defendant.
24
25
26
27
28

Case No. 37-2023-00040231-CU-OE-CTL

~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT,
APPROVAL OF CLASS COUNSEL AWARD,
AND CLASS REPRESENTATIVE SERVICE
AWARD

Date: March 28, 2025
Time: 9:00 a.m.

Judge: Hon. James A. Mangione
Dept.: C-75

~~3-D~~
RECEIVED
March 13, 2025

FILED
Clerk of the Superior Court

APR 01 2025 B.D.

By: B. Delgado, Deputy

1 This matter came on for hearing on March 28, 2025, at 9:00 a.m., in front of the Hon. James A.
2 Mangione, presiding, Plaintiff's unopposed Motion for Order Granting Final Approval of Class and
3 PAGA Action Settlement and Entering Judgment pursuant to California Rule of Court 3.769, with the
4 attorneys from the JCL LAW FIRM, APC and ZAKAY LAW GROUP, APLC, as counsel for plaintiff
5 RICHARD WINN (hereinafter "Plaintiff") and counsel from K&L GATES LLP, appearing as counsel
6 for defendant City Electric Supply Company (hereinafter "Defendant").

7 The Court, having received and carefully considering the Stipulation of Settlement of Class and
8 PAGA Action Claims and Release of Claims filed on March 5, 2025, ("Agreement"), a true and correct
9 copy of which is attached to the Declaration of Jean-Claude Lapuyade, Esq. as **Exhibit 1**, the supporting
10 papers filed by the Parties, the evidence and argument received by the Court in conjunction with the
11 unopposed Motion for Preliminary Approval of Class Action Settlement heard on October 11, 2024, the
12 instant Motion for Order Granting Final Approval of Class and PAGA Action Settlement, the Court
13 grants final approval of the Settlement and HEREBY ORDERS, ADJUDICATES and DECREES THE
14 FOLLOWING:

15 1. All capitalized terms used herein shall have the same meaning as defined in the
16 Agreement.

17 2. Pursuant to the Order Granting Preliminary Approval, the Class Notice was sent to each
18 Class Member via U.S. First Class Mail. The Class Notice informed the Class Members of the terms of
19 the Settlement, and of (a) their right to receive an Individual Settlement Payments, (b) their right to
20 comment on or object to the Settlement, (c) their right to request exclusion from the Settlement and
21 pursue their own remedies, and (d) their right to appear in person or by counsel at the final approval
22 hearing and to be heard regarding approval of the Settlement. Adequate periods of time were provided
23 by each of these procedures.

24 3. Following the conclusion of the response deadline, the Administrator reports that it
25 received **zero (0) written objections** to the Settlement and **zero (0) written requests for exclusion** from
26 the Settlement.

27 4. The Court finds and determines that the notice procedure afforded adequate protections to
28 the Class and provides the basis for the Court to make an informed decision regarding approval of the

1 Settlement based on the responses of the Class. The Court finds and determines that the notice provided
2 in this case was the best notice practicable, which satisfied the requirements of law and due process.

3 5. With respect to the Class and for purposes of approving this Settlement only, this Court
4 finds and concludes that: (a) the members of the Class are ascertainable and so numerous that joinder of
5 all members is impracticable; (b) there are questions of law or fact common to the Class, and there is a
6 well-defined community of interest among the Class with respect to the subject matter of the Action; (c)
7 the claims of Class Representative Richard Winn are typical of the claims of the Class; (d) the Class
8 Representatives have fairly and adequately protected the interests of the Class; (e) a class action is
9 superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel
10 of record for the Class Representatives, i.e., Jean-Claude Lapuyade, Esq. of the JCL Law Firm, APC
11 and Shani Zakay, Esq. of the Zakay Law Group, APLC (hereinafter "Class Counsel"), are qualified to
12 serve as counsel for the Class Representative and the Class.

13 6. The Court has certified the Non-Exempt Piece Rate Class and the Non-Exempt Hourly
14 Class, as those terms are defined in and by the terms of the Agreement as follows:

15 "all persons who are or previously were employed by Defendant in
16 California and classified as non-exempt employees ("Class") during the
17 period from beginning July 13, 2019 through June 30, 2024 ("Class
18 Period").

19 7. The Court deems the definition of Class sufficient for purposes of California Rule of Court
20 3.765(a).

21 8. The Court hereby confirms Jean-Claude Lapuyade, Esq. of the JCL Law Firm, APC, and
22 Shani Zakay, Esq. of the Zakay Law Group, APLC as Class Counsel for the Class Representative in this
23 Action.

24 9. The Court hereby confirms Plaintiff Richard Winn as the Class Representative in this
25 Action.

26 10. The Court finds and determines that the terms set forth in the Agreement are fair,
27 reasonable, and adequate and directs the Parties to effectuate the Settlement according to its terms having
28 found that the Settlement was reached as a result of informed and non-collusive arms' length

1 negotiations facilitated by a neutral mediator. The Court further finds that the Parties conducted
2 extensive investigation, research, and discovery and that their attorneys were able to reasonably evaluate
3 their respective positions. The Court also finds that Settlement will enable the Parties to avoid additional
4 and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to
5 litigate the case. The Court has reviewed the monetary recovery provided as part of the Settlement and
6 recognizes the significant value accorded to the Class.

7 11. The Court further finds and determines that the terms of the Settlement, including the
8 Gross Settlement Amount of \$675,000.00 is fair, reasonable and adequate to the Class and to each
9 member of the Class and that the Settlement is ordered finally approved, and that all terms and provisions
10 of the Settlement should be and hereby are ordered to be consummated.

11 12. The Court further finds and determines that Class Counsel satisfied California Labor Code
12 § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of claims arising under the Private
13 Attorney General Act ("PAGA") on September 17, 2024, and again on March 5, 2025.

14 13. The Court finds and determines that the Individual Settlement Payments to be paid to
15 participating members of the Class as provided for by the Settlement are fair and reasonable. The Court
16 hereby gives final approval to and orders the payment of those amounts be made to the participating
17 Class Members in accordance with the Agreement.

18 14. The Court finds and determines that the LWDA Payment (75% of the PAGA Settlement)
19 of \$22,500.00 and the Aggrieved Employee Payment (25% of the PAGA Settlement) of \$7,500.00 in
20 this case are fair, reasonable, and appropriate. The Court hereby gives final approval to and orders that
21 the payment of those amounts be paid in accordance with the Agreement.

22 15. The Court finds and determines that the fees and expenses in administrating the Settlement
23 incurred by Apex Class Action LLC in the amount of \$5,200.00 are fair and reasonable. The Court
24 hereby gives final approval to and orders that the payment of that amount in accordance with the
25 Settlement.

26 16. The Court finds and determines the Class Representative Service Award in the amount of
27 ~~\$10,000.00~~ ^{\$7,500.00} to the Class Representatives Richard Winn is fair and reasonable. The Court hereby orders
28 the Administrator to make this payment to the Class Representatives in accordance with the terms of the

1 Agreement.

2 17. Pursuant to the terms of the Settlement, and the authorities, evidence and arguments
3 submitted by Class Counsel, the Court hereby awards a payment of a Class Counsel Award in the total
4 sum of \$245,161.78. The payment of the Class Counsel Award is comprised of two components. First,
5 \$225,000.00 as attorneys' fees which represents one-third of the Gross Settlement Amount. The
6 attorneys' fee portion of the payment for Class Counsel Award shall be allocated as follows: 50% to
7 JCL Law Firm, APC; and 50% to Zakay Law Group, APLC, \$20,161.78 for litigation expenses as
8 evidenced by Class Counsels' billing records. The Administrator shall allocate the expenses award
9 according to Class Counsels' actually incurred litigation expenses as stated and supported in their
10 respective declarations filed in support of this motion. The Court finds such amounts to be fair and
11 reasonable. The Court hereby orders the Administrator to make these payments in accordance with the
12 terms of the Agreement.

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

16 19. Neither Defendant nor any related persons or entities shall have any further liability for
17 costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided
18 for by the Agreement.

19 20. Neither the making of the Agreement nor the entry into the Agreement constitutes an
20 admission by Defendant, nor is this Order a finding of the validity of any claims in the Action or of any
21 other wrongdoing. Further, the Agreement is not a concession, and shall not be used as an admission of
22 any wrongdoing, fault, or omission of any entity or persons; nor may any action taken to carry out the
23 terms of the Agreement be construed as an admission or concession by or against Defendants or any
24 related person or entity.

25 21. Nothing in this order shall preclude any action to enforce the Parties' obligations under
26 the Settlement or under this order, including the requirement that Defendant make payments to the
27 participating Class Members in accordance with the Settlement.

28 22. The Court hereby enters final judgment in accordance with the terms of the Agreement,

1 the Order Granting Preliminary Approval of Class and PAGA Action Settlement granted on October 11,
2 2024, and this order.

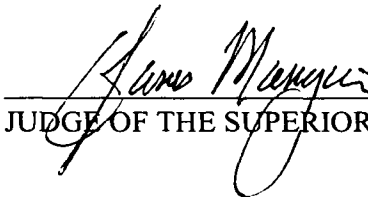
3 23. The Parties will bear their own costs and attorneys' fees except as otherwise provided by
4 this Court's Order awarding the payment of attorneys' fees and costs.

5 24. Upon completion of administration of the Settlement, the Settlement Administrator will
6 provide written certification of such completion to the Court and counsel for the Parties which shall be
7 filed with the Court five (5) court days before the Status Conference set for July 11, 2025
8 at 9:45 a.m./p.m. in Dept. C-75.

9 25. Accordingly, the motions for Final Approval of Class and PAGA Action Settlement and,
10 Motion for Final Approval of the payment of the Class Counsel Award and the Class Representative
11 Service Award are GRANTED.

12
13 IT IS SO ORDERED, ADJUDICATED AND DECREED

14
15 Date: 4-1, 2025


JAMES A. MANGIONE
JUDGE OF THE SUPERIOR COURT