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SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

JAMAL GAMBLE, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

v.

AIRX UTILITY SURVEYORS, INC., a
California corporation; and DOES 1 through
100, Inclusive,

Defendant.

Case Number: 37-2022-00042178-CU-OE-CTL

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

Date: March 14, 2025
Time: 9:10 a.m.
Judge: Hon. Judy Bae
Dept.: C-62

1 This matter came on for hearing on March 14, 2025, at 9:10 a.m., in front of the Hon. Judy
2 Bae, 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
4 the attorneys from the JCL Law Firm, APC, Zakay Law Group, APLC, and Lawyers For Justice,
5 PC, as counsel for plaintiff JAMAL GAMBLE (hereinafter "Plaintiff") and counsel from The Law
6 Offices of Snell & Wilmer, appearing as counsel for Defendant AirX Utility Surveyors, Inc.
7 ("Defendant").

8 The Court, having received and carefully considering the Stipulation of Settlement of Class
9 and PAGA Action Claims and Release of Claims filed with the Declaration of Jean-Claude
10 Lapuyade on February 19, 2025, ("Agreement"), a true and correct copy of which is attached to the
11 Declaration of Jean-Claude Lapuyade, as Exhibit #1, the supporting papers filed by the Parties, the
12 evidence and argument received by the Court in conjunction with the unopposed Motion for
13 Preliminary Approval of Class Action Settlement heard on September 20, 2024, the instant Motion
14 for Order Granting Final Approval of Class and PAGA Action Settlement, the Court grants final
15 approval of the Settlement and HEREBY ORDERS, ADJUDICATES and DECREES THE
16 FOLLOWING:

17 1. All capitalized terms used herein shall have the same meaning as defined in the
18 Agreement, with the exception of the two modified terms under the Plaintiff and Defendant's
19 Amendment to the Agreement described in Paragraph 27.

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

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

3 4. The Court finds and determines that the notice procedure afforded adequate
4 protections to the Class and provides the basis for the Court to make an informed decision regarding
5 approval of the Settlement based on the responses of the Class. The Court finds and determines that
6 the notice provided in this case was the best notice practicable, which satisfied the requirements of
7 law and due process.

8 5. With respect to the Class and for purposes of approving this Settlement only, this
9 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous
10 that joinder of all members is impracticable; (b) there are questions of law or fact common to the
11 Class, and there is a well-defined community of interest among the Class with respect to the subject
12 matter of the Action; (c) the claims of Class Representative, Jamal Gamble, are typical of the claims
13 of the Class; (d) the Class Representative has fairly and adequately protected the interests of the
14 Class; (e) a class action is superior to other available methods for an efficient adjudication of this
15 controversy; and (f) the counsel of record for the Class Representative, i.e., Jean-Claude Lapuyade,
16 Esq. of the JCL Law Firm, APC, Shani Zakay, Esq. of the Zaky Law Group, APLC, and Selena
17 Matavosian of Lawyers For Justice, PC (hereinafter “Class Counsel”), are qualified to serve as
18 counsel for the Class Representative and the Class.

19 6. The Court has certified the Class for settlement purposes only, as that term is defined
20 in and by the terms of the Agreement as follows:

21 All current and former hourly-paid or non-exempt employees who
22 were employed by Defendant AIRX UTILITY SURVEYORS, INC.
23 (“Defendant”) and performed work in California during the period
24 between October 20, 2018, through January 15, 2024 (“Class
25 Period”).

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

1 8. The Court hereby confirms Jean-Claude Lapuyade, Esq. of the JCL Law Firm, APC,
2 Shani Zakay, Esq. of the Zakay Law Group, APLC, and Selena Matavosian of the Lawyers For
3 Justice, PC as Class Counsel for the Class Representative in this Action.

4 9. The Court hereby confirms plaintiff JAMAL GAMBLE as the Class Representative
5 in this Action.

6 10. The Court finds and determines that the terms set forth in the Agreement are fair,
7 reasonable, and adequate and directs the Parties to effectuate the Settlement according to its terms
8 having found that the Settlement was reached as a result of informed and non-collusive arms-length
9 negotiations facilitated by a neutral mediator. The Court further finds that the Parties conducted
10 extensive investigation, research, and discovery and that their attorneys were able to reasonably
11 evaluate their respective positions. The Court also finds that Settlement will enable the Parties to
12 avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties
13 were to continue to litigate the case. The Court has reviewed the monetary recovery provided as
14 part of the Settlement and recognizes the significant value accorded to the Class.

15 11. The Court further finds and determines that the terms of the Settlement, including
16 the Gross Settlement Amount of Three Hundred Thousand Dollars and Zero Cents (\$300,000.00),
17 are fair, reasonable and adequate to the Class and to each member of the Class and that the
18 Settlement is ordered finally approved, and that all terms and provisions of the Settlement should
19 be and hereby are ordered to be consummated. Except as set forth in the Agreement and this Order
20 and Judgment, all members of the Class shall take nothing in the Action.

21 12. The Parties are authorized, without further approval from the Court, to agree to and
22 adopt such amendments, modifications, and expansions of the Agreement and all exhibits attached
23 thereto which are consistent with this Order and Judgment and do no limit the rights of the Parties
24 or Class Members under the Agreement.

25 13. The Court further finds and determines that Class Counsel satisfied California Labor
26 Code § 2699(1)(2) by giving the LWDA notice of the proposed Settlement of claims arising under
27 the Private Attorney General Act ("PAGA") on October 15, 2024, and again on February 19, 2025.

1 14. The Court finds and determines that the Individual Settlement Payments to be paid
2 to Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court
3 hereby grants final approval to and orders the payment of those amounts be made to the Settlement
4 Class Members in accordance with the Agreement.

5 15. The Court finds and determines that the LWDA Payment (75% of the PAGA
6 Settlement) of \$7,500.00 and the Aggrieved Employee Payment (25% of the PAGA Settlement) of
7 \$2,500.00 in this case are fair, reasonable, and appropriate. The Court hereby grants final approval
8 to and orders that the payment of those amounts be paid in accordance with the Agreement.

9 16. The Court finds and determines that the fees and expenses in administering the
10 Settlement incurred by Apex Class Action LLC in the amount of \$8,500.00 are fair and reasonable.
11 The Court hereby gives final approval to and orders that the payment of that amount in accordance
12 with the Settlement.

13 17. The Court finds and determines the Service Award in the amount of \$10,000.00 to
14 the Class Representative, JAMAL GAMBLE, is fair and reasonable. The Court hereby orders the
15 Settlement Administrator to make this payment to the Class Representative in accordance with the
16 terms of the Agreement.

17 18. Pursuant to the terms of the Settlement, and the authorities, evidence and arguments
18 submitted by Class Counsel, the Court hereby awards a Class Counsel Award in the total sum of
19 \$122,949.02. The payment of the Class Counsel Award is comprised of two components. First,
20 \$100,000.00 as attorneys' fees which represents one-third of the Gross Settlement Amount. The
21 attorneys' fee portion of the payment for Class Counsel Award shall be allocated as follows: 32.5%
22 to the JCL Law Firm, APC, 32.5% to the Zakay Law Group, APLC, and 35% to Lawyers For
23 Justice, PC. Second, \$22,949.02 for actually incurred litigation expenses as evidenced by Class
24 Counsels' billing records. The Settlement Administrator shall allocate the expenses award
25 according to Class Counsels' actually incurred litigation expenses as stated and supported in their
26 respective declarations filed in support of this motion. The Court finds such amounts to be fair and
27 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
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1 accordance with the terms of the Agreement.

2 19. Without affecting the finality of this order or the entry of judgment in any way, the
3 Court retains jurisdiction of all matters relating to the interpretation, administration,
4 implementation, effectuation, and enforcement of this order and the Settlement.

5 20. Neither Defendants nor any related persons or entities shall have any further liability
6 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as
7 provided for by the Agreement.

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

14 22. Nothing in this order shall preclude any action to enforce the Parties' obligations
15 under the Settlement or under this order, including the requirement that Defendants make payments
16 to the Settlement Class Members in accordance with the Settlement.

17 23. The Court hereby enters final judgment in accordance with the terms of the
18 Agreement, the Order Granting Preliminary Approval of Class and PAGA Action Settlement
19 granted September 20, 2024, and this order.

20 24. Upon the Funding Date, each Class Member who has not validly opted out has
21 released the "Released Class Claims" against Defendants and all the "Released Parties," as set forth
22 in the Agreement.

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

25 26. Upon completion of administration of the Settlement Administrator will provide
26 written certification of such completion to the Court and counsel for the Parties which shall be filed
27 with the Court no later than five (5) court days before the Final Accounting hearing set for
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December 5, 2025, at 9:10 a.m., in Dept. C-62.

27. On June 25, 2025, Plaintiff and Defendant entered into a stipulated Amendment to the Agreement, which modified the Funding Date of the Settlement Payment to be split up among six monthly payments of Fifty Thousand Dollars and Zero Cents (\$50,000). On July 16, 2025, the Court granted Defendant's unopposed *ex parte* application to modify the Final Approval Order and Judgment to conform with the Amendment, conditioned on the filing of a First Amended Order and Judgment. Accordingly, the First Amended Order and Judgment now incorporates the Amendment's modifications to the following terms of the Agreement, with the remainder of the Agreement unchanged:

A. Paragraph I(N) of the Original Agreement is hereby amended to state as follows:

"Funding Date" means the date by which Defendant has paid the entire Gross Settlement Amount to the Settlement Administrator. Defendant will pay the Gross Settlement Amount in six (6) equal monthly installment payments of Fifty Thousand Dollars and Zero Cents (\$50,000.00) each, with the first installment due on May 30, 2025, which has already been paid, and the remaining five (5) installments due on the 30th day of each consecutive month thereafter, with the final installment due on October 30, 2025. The full Gross Settlement Amount shall be deemed funded upon receipt by the Settlement Administrator of the sixth and final installment.

B. Paragraph III(A)(3) to the Original Agreement is hereby amended to state as follows:

Settlement Payment. Defendant shall deposit the Gross Settlement Amount into the QSF, through the Settlement Administrator, in accordance with the Funding Date defined in this Agreement. Any interest accrued will be added to the NSA and distributed to the Settlement Class Members, except that if final approval is reversed on appeal, then Defendant is entitled to prompt return of the principal and all interest accrued.

28. Accordingly, the Motion for Final Approval of Class and PAGA Action Settlement and, Motion for Final Approval of the Payment of the Class Counsel Award and the Service Award are GRANTED.

IT IS SO ORDERED, ADJUDICATED AND DECREED

Date: 7/17, 2025


JUDGE OF THE SUPERIOR COURT
JUDY S. BAE