

JCL LAW FIRM, APC

Jean-Claude Lapuyade (State Bar #248676)
Sydney Castillo-Johnson (State Bar #343881)
Perssia Razma (State Bar #351398)
John L. Nitti (State Bar #330752)
Carolina Faccin (State Bar #340855)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 599-8292
jlapuyade@jcl-lawfirm.com
scastillo@jcl-lawfirm.com
prazma@jcl-lawfirm.com
jnitti@jcl-lawfirm.com
cfaccin@jcl-lawfirm.com

ZAKAY LAW GROUP, APLC

Shani O. Zakay (State Bar #277924)
Jackland K Hom (State Bar #327243)
Jaclyn Joyce (State Bar #285124)
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Telephone: (619) 255-9047
shani@zakaylaw.com
jackland@zakaylaw.com
jaclyn@zakaylaw.com

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN DIEGO

THOMAS E. WEATHERMON III, an
individual, on behalf of himself and on behalf
of all persons similarly situated,

Plaintiff,

v.

PACIFIC PRODUCTION PLUMBING, a
California corporation; and DOES 1-50,
Inclusive,

Defendant.

Case No.: 37-2023-00006167-CU-OE-CTL

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL**

Date: February 27, 2026

Time: 8:30 a.m.

Dept.: C-74

Judge: Hon. Blaine K. Bowman

1 Plaintiff's motion for an order finally approving the Stipulation of Settlement of Class and
2 PAGA Action Claims and Release of Claims ("Agreement") and Motion for Class Counsel Award
3 and Service Award duly came on for hearing on February 27, 2026, before the above-entitled Court.
4 JCL Law Firm, APC and Zakay Law Group, APLC appeared on behalf of Plaintiff Thomas E.
5 Weathermon III ("Plaintiff"). Jessica Mulvaney, Esq. of TencerSherman LLP appeared on behalf of
6 Defendant Pacific Production Plumbing (hereinafter "Defendant").

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

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

13 2. This Court has jurisdiction over the subject matter of this litigation pending
14 in the California Superior Court for the County of San Diego ("Court"), Case No. 37-2023-
15 00006167-CU-OE-CTL, entitled *Thomas E. Weathermon III v. Pacific Production Plumbing* and
16 over all Parties to this litigation, including the Class.

17 3. With respect to the Class and for purposes of approving this Settlement only,
18 this Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous
19 that joinder of all members is impracticable; (b) there are questions of law or fact common to the
20 Class, and there is a well-defined community of interest among the Class with respect to the subject
21 matter of the Action; (c) the claims of Class Representative are typical of the claims of the Class;
22 (d) the Class Representative has fairly and adequately protected the interests of the Class; (e) a class
23 action is superior to other available methods for an efficient adjudication of this controversy; and
24 (f) the counsel of record for the Class Representative, i.e., Jean-Claude Lapuyade, Esq. and Sydney
25 Castillo-Johnson, Esq. of the JCL Law Firm, APC and Shani Zakay, Esq. of the Zakay Law Group,
26 APLC (hereinafter "Class Counsel"), are qualified to serve as counsel for the Class Representative
27 and the Class.

28 ///

1 **Preliminary Approval of the Settlement**

2 4. On November 6, 2025, the Court granted preliminary approval of a class-
3 wide settlement. At this same time the court approved certification of a provisional settlement class
4 for settlement purposes only. The Court confirms this Order and finally approves the settlement
5 and the certification of the Class.

6 **Notice to the Class**

7 5. In compliance with the Preliminary Approval Order, the Class Notice was
8 mailed by first class mail to the Class Members at their last known addresses on December 4, 2025.
9 Mailing of the Class Notice to their last known addresses was the best notice practicable under the
10 circumstances and was reasonably calculated to communicate actual notice of the litigation and the
11 proposed settlement to the Class Members. The Court finds that the Class Notice provided fully
12 satisfies the requirements of California Rules of Court, rule 3.769.

13 6. There was an adequate interval between notice and deadline to permit Class
14 Members to choose what to do and act on their decision. No Class Members objected. No Class
15 Member requested exclusion.

16 **Fairness Of The Settlement**

17 7. The Agreement provides for a Gross Settlement Amount of \$815,000.00.
18 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
19 Cal.App.4th 1794, 1801.)

20 a. The settlement was reached through arms-length bargaining between
21 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
22 settlement.

23 b. The Parties' investigation and discovery have been sufficient to allow
24 the Court and counsel to act intelligently.

25 c. Counsel for all parties are experienced in similar employment class
26 action litigation and have previously settled similar class claims on behalf of employees claiming
27 compensation. All counsel recommended approval of the Settlement.

28 ///

1 d. No objections were received. No requests for exclusion were
2 received.

3 e. The participation rate is high. 100% of Class Members will be
4 participating in the Settlement and will be sent settlement payments.

5 8. The consideration to be given to the Class Members under the terms of the
6 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims
7 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the
8 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
9 litigation and the delays which would ensue from continued prosecution of the Action.

10 9. The Agreement is finally approved as fair, adequate, and reasonable and in
11 the best interests of the Settlement Class Members.

12 **PAGA Payment**

13 10. The Agreement provides for PAGA Payment in the amount of \$40,000.00.
14 The Court has reviewed the PAGA Payment and finds and determines that the PAGA Payment and
15 the allocation of \$30,000.00 to the Labor and Workforce Development Agency (“LWDA Payment”) and
16 \$10,000.00 to Aggrieved Employees (“Aggrieved Employee Payment”) is fair and reasonable
17 and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th
18 56.

19 **Class Counsel Award**

20 11. The Agreement provides for a payment for Class Counsel Award in the
21 amount of up to Two Hundred, Eighty-Three Thousand Five Hundred Fifty-Eight Dollars and
22 Seventy-Two Cents (\$283,558.72). Subject to Court approval, the Class Counsel Award consists
23 of attorneys’ fees equal to thirty-three percent (33%) of the Gross Settlement Amount, or Two
24 Hundred Sixty-Eight Thousand Nine Hundred Fifty Dollars and Zero Cents (\$268,950.00) and
25 reimbursement of actually incurred litigation expenses in the amount of Fourteen Thousand, Six
26 Hundred Eight Dollars and Seventy-Two Cents (\$14,608.72).

27 12. A Class Counsel Award payment of Two Hundred, Eighty-Three Thousand
28 Five Hundred Fifty-Eight Dollars and Seventy-Two Cents (\$283,558.72) comprised of attorneys’

1 fees in the amount of Two Hundred Sixty-Eight Thousand Nine Hundred Fifty Dollars and Zero
2 Cents (\$268,950.00) and reimbursement of actually incurred litigation expenses in the amount of
3 Fourteen Thousand, Six Hundred Eight Dollars and Seventy-Two Cents (\$14,608.72) is reasonable
4 in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the
5 results achieved by Class Counsel. The requested attorneys' fee award represents thirty-three
6 percent (33%) of the common fund, which is reasonable, and is supported by Class Counsel's
7 lodestar.

8 **Service Award**

9 13. The Agreement provides for a Service Award of up to Ten Thousand Dollars
10 and Zero Cents (\$10,000.00) to Plaintiff, subject to the Court's approval. The Court finds that the
11 amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff is reasonable in light of
12 the risks and burdens undertaken by the Plaintiff in this class action litigation.

13 **Settlement Administration Costs**

14 14. The Agreement provides for Settlement Administration Costs to be paid in
15 an amount not to exceed \$10,000.00. The Declaration of the Administrator provides that the actual
16 Settlement Administration Costs were \$10,000. The amount of this payment is reasonable in light
17 of the work performed by the Administrator.

18 **II.**

19 **ORDERS**

20 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

21 1. The Class is certified for the purposes of settlement only. The Settlement
22 Class is hereby defined to include:

23 All current and former non-exempt employees who were employed by Defendant
24 Pacific Production Plumbing in California and paid in whole or in part on a piece
25 rate basis during the period beginning February 14, 2019, through June 7, 2025 (the
26 "Class Period").

27
28 ///

1 2. There are 646 members of the Class. Every person in the Class who did not
2 opt out is a Settlement Class Member. After providing Notice to the Class, there are no opt-outs to
3 the Settlement.

4 3. The Agreement is hereby approved as fair, reasonable, adequate, and in the
5 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with
6 this Order and the terms of the Agreement.

7 4. Defendant shall fund the Gross Settlement Amount on the Funding Date. In
8 exchange the Class Members shall release the “Released Parties” from the “Released Class Claims”
9 and Plaintiff and the LWDA shall release the “Released Parties” from the “Released PAGA Claims.”

10 a. The “Released Parties” means Defendant and any of their former and
11 present parents, subsidiaries, divisions, corporate members, and affiliated companies, and their
12 respective officers, directors, employees, partners, shareholders, agents, successors, assigns, and
13 legal representatives.

14 b. The “Released Class Claims” are defined as all class claims alleged,
15 or reasonably could have been alleged based on the facts alleged, in the Operative Complaint in the
16 Action which occurred during the Class Period, and expressly excluding all other claims, including
17 claims for vested benefits, wrongful termination, unemployment insurance, disability, social
18 security, workers’ compensation, and class claims outside of the Class Period.

19 c. The “Released PAGA Claims” are defined as any and all PAGA
20 claims alleged in Plaintiff’s Amended PAGA Notice to the LWDA which occurred during the
21 PAGA Period, and expressly excluding all other claims, including claims for vested benefits,
22 wrongful termination, unemployment insurance, disability, social security, workers’ compensation,
23 and PAGA claims outside of the period from December 8, 2021, to June 7, 2025 (“PAGA Period”).

24 5. Class Counsel are awarded the Class Counsel Award of XX Dollars and XX
25 Cents (\$XX) comprised of attorneys’ fees in the amount of Two Hundred Sixty-Eight Thousand
26 Nine Hundred Fifty Dollars and Zero Cents (\$268,950.00) and Costs in the amount of XX Dollars
27 and XX Cents (\$XX). Class Counsel shall not seek or obtain any other compensation or
28 reimbursement from Defendant, Plaintiff, or members of the Class.

1 6. The payment of the Service Award to Plaintiff in the amount of \$10,000.00
2 is approved.

3 7. The payment of \$10,000.00 to the Administrator for Settlement
4 Administration Costs is approved.

5 8. The PAGA Payment of \$40,000.00 is hereby approved as fair, reasonable,
6 adequate, and adequately protects the interests of the public and the LWDA. Further, the Court
7 finds that Plaintiff and Class Counsel negotiated the PAGA Payment at arms-length, absent of any
8 fraud or collusion.

9 9. Final Judgment is hereby entered in this action. The Final Judgment shall
10 bind each Settlement Class Member.

11 10. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
12 California and all Aggrieved Employees, pursuant to the California Private Attorneys' General Act
13 ("PAGA").

14 11. The Court further finds and determines that Class Counsel satisfied California
15 Labor Code § 2699(l)(2) by giving the LWDA notice of the proposed Settlement of claims arising
16 under the Private Attorney General Act ("PAGA") on September 29, 2025, and on February 2, 2026.

17 12. The Court orders Class Counsel to comply with California Labor Code §
18 2699(l)(3) by providing the LWDA a copy of this order within ten (10) calendar days of the Court's
19 entry of this Order.

20 13. The Agreement is not an admission by Defendant, nor is this Final Approval
21 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
22 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,
23 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an
24 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering
25 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not
26 in any event be construed as, or deemed to be evidence of, an admission or concession with regard
27 to the denials or defenses by Defendant and shall not be offered in evidence in any action or
28 proceeding against Defendant in any court, administrative agency or other tribunal for any purpose

1 as an admission whatsoever other than to enforce the provisions of this Final Approval Order and
2 Judgment, the Settlement, or any related agreement or release. Notwithstanding these restrictions,
3 any of the Parties may file in the Action or in any other proceeding this Final Approval Order and
4 Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the
5 Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim
6 or issue preclusion or similar defense as to the claims being released by the Settlement.

7 14. Notice of entry of this Final Approval Order and Judgment shall be given to
8 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice
9 of entry of this Final Approval Order and Judgment to individual Class Members and the Final
10 Approval Order and Judgment shall be posted on the Administrator's website as indicated in the
11 Class Notice.

12 15. After entry of Final Judgment, the Court shall retain jurisdiction to construe,
13 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a
14 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
15 connection with the distribution of settlement benefits.

16 16. If the Settlement does not become final and effective in accordance with the
17 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to
18 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,
19 and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

20
21 **IT IS SO ORDERED.**

22 DATED: _____, 2026
23
24

25 _____
26 Hon. Blaine K. Bowman
27 JUDGE OF THE SUPERIOR COURT
28