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FILED
Superior Court of California
County of Los Angeles

04/06/2026

David W. Slayton, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

9
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

12 BRANDON CORD DALE HAMPTON,
13 individually, and on behalf of all others similarly
14 situated,

Plaintiff,

15 v.

16 ENERGY SERVICE PARTNERS INC., a
17 California corporation; and DOES 1 through 10,
18 inclusive,

Defendants.

Case No.: 23STCV31841

[Assigned for All Purposes to the Hon. William F. Highberger, Dept. 10]

**~~[PROPOSED]~~ JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

Final Approval Hearing:

Date: April 3, 2026

Time: 10:00 a.m.

Dept: 10

Action Filed: December 26, 2023

1 This matter came on for hearing on April 3, 2026, at 10:00 a.m., in Department 10 of the
2 Superior Court of California, County of Los Angeles, Spring Street Courthouse, located at 312
3 N. Spring Street, Los Angeles, California 90012, on Plaintiff Brandon Cord Dale Hampton’s
4 (“Plaintiff”) Motion for Final Approval of Class Action and PAGA Settlement pursuant to
5 California Rules of Court, Rule 3.769. On November 18, 2025, this Court issued an Order
6 Granting Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement.
7 Plaintiff now seeks an order granting final approval of the Class Action and PAGA Settlement
8 Agreement (“Settlement”), a copy of which is attached to the Declaration of Arrash T. Fattahi
9 in Support of Plaintiff’s Motion for Preliminary Approval of Class Action and PAGA Settlement
10 as **Exhibit 3**.

11 Having received and considered the Settlement, the supporting papers filed by the
12 Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval
13 of Class Action Settlement granted on November 18, 2025, and the instant Motion for Final
14 Approval of Class Action and PAGA Settlement, the Court grants final approval of the
15 Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

16 1. Pursuant to the Order Granting Plaintiff’s Motion for Preliminary Approval of Class
17 Action and PAGA Settlement, the Class Notice was sent to each Class Member by first-class mail.
18 These papers informed Class Members of the terms of the Settlement, their right to receive an
19 Individual Settlement Payment, and their right to: (a) comment on or object to the Settlement; (b)
20 request exclusion from the Settlement and pursue their own remedies; (c) dispute the calculation
21 of their Individual Settlement Payment; and (d) appear at the final approval hearing. No Class
22 Member has objected to the proposed Settlement, and no Class Member has requested exclusion.

23 2. The Court finds and determines that this notice procedure afforded adequate
24 protections to Class Members and provides the basis for the Court to make an informed decision
25 regarding approval of the Settlement based on the responses of the Class. The Court finds and
26 determines that the notice provided in this case was the best notice practicable, which satisfied the
27 requirements of law and due process.

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1 3. With respect to the Class and for purposes of approving this Settlement only, this
2 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous
3 that joinder of all members is impracticable; (b) there are questions of law or fact common to the
4 class and a well-defined community of interest among members of the Class with respect to the
5 subject matter of the action; (c) the claims of Class Representative, Brandon Cord Dale Hampton,
6 are typical of the claims of the Class Members; (d) the Class Representative has fairly and
7 adequately protected the interests of the Class; (e) a class action is superior to other available
8 methods for an efficient adjudication of this controversy; and (f) counsel of record for the Class
9 Representative are qualified to serve as Class Counsel.

10 4. The Court has certified a Class for settlement purposes only, defined as all persons
11 employed by Defendant in California and classified as an hourly-paid non-exempt employee who
12 worked for Defendant during the Class Period (December 28, 2019, to December 25, 2024). The
13 Court deems this definition sufficient for purposes of California Rules of Court, Rule 3.765(a).

14 5. The Court hereby confirms Arrash T. Fattahi, Arman A. Salehi, Emily K. Borman,
15 and Courtney M. Miller of Wilshire Law Firm, PLC as Class Counsel.

16 6. The Court hereby confirms Plaintiff Brandon Cord Dale Hampton as the Class
17 Representative.

18 7. The Court finds and determines that the terms of the Settlement are fair, reasonable,
19 and adequate, and directs the Parties to effectuate the Settlement according to its terms, having
20 found that the Settlement was reached as a result of informed and non-collusive arm's length
21 negotiations facilitated by a neutral mediator. The Court finds that the Parties conducted adequate
22 investigation, research, and discovery, and that their attorneys were able to reasonably evaluate
23 their respective positions. The Court also finds that the Settlement will enable the Parties to avoid
24 additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
25 to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of
26 the Settlement and recognizes the significant value accorded to the Class.

27 8. The Court hereby approves that Defendant Energy Service Partners Inc.
28 (“Defendant”) shall pay a total of \$325,000.00 to resolve this litigation.

1 9. 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 gives final approval to and orders the payment of those amounts to be made to the
4 Settlement Class Members in accordance with the Settlement.

5 10. From the Settlement Amount, the Court finds and determines that payment of
6 \$25,000.00 in civil penalties under PAGA is fair, reasonable, and appropriate. The Labor and
7 Workforce Development Agency will receive 75% (\$18,750.00), and the remaining 25%
8 (\$6,250.00) will be distributed to Aggrieved Employees (defined as all persons employed by
9 Defendant in California and classified as an hourly-paid non-exempt employee who worked for
10 Defendant during the PAGA Period [January 15, 2023, to December 25, 2024]). The Court hereby
11 grants final approval to and orders the payment of the amount in accordance with the Settlement.

12 11. From the Settlement Amount, the Court finds and determines the Class
13 Representative Service Payment of ~~\$10,000.00~~ ^{\$7,500.00} to the named Plaintiff is fair and reasonable. The
14 Court hereby grants final approval to and orders the payment of that amount to be paid to the named
15 Plaintiff for his service as class representative and for his agreement to release claims.

16 12. From the Settlement Amount, the Court finds and determines that the fees and
17 expenses in administering the Settlement incurred by Apex Class Action Administration in the
18 amount of \$8,000.00 are fair and reasonable. The Court hereby grants final approval to and orders
19 the payment of that amount in accordance with the Settlement.

20 13. From the Settlement Amount, the Court hereby awards Class Counsel attorneys'
21 fees in the amount of \$108,333.33 and litigation costs in the amount of \$19,570.67. The Court
22 hereby grants final approval to and orders the payment of those amounts in accordance with the
23 Settlement.

24 14. Without affecting the finality of this Order or the entry of judgment in any way, this
25 Court retains continuing jurisdiction of all matters relating to the implementation, interpretation,
26 administration, effectuation and enforcement of this order and the Settlement.

27 15. Defendant shall not have any further liability for costs, expenses, interest, attorneys'
28 fees, or for any other charge, expense, or liability, except as provided for by the Settlement.

1 16. Neither the making of this Settlement nor the entry into the Settlement constitutes
2 an admission by Defendant, nor is this order a finding of the validity of any claims in this case or
3 of any other wrongdoing. Further, the Settlement is not a concession and shall not be used as an
4 admission of any wrongdoing, fault, or omission of any entity or persons, nor may any action taken
5 to carry out the terms of the Settlement be construed as an admission or concession by or against
6 Defendant.


7 17. Upon completion of administration of the Settlement, the Settlement Administrator
8 will provide written certification of such completion to the Court, which shall be filed with the
9 Court 15 days before the non-appearance compliance hearing set for ~~April 2, 2027~~, at June 9,
10 a.m./p.m. at 9

11 18. The Court hereby enters final judgment in accordance with the terms of the
12 Settlement, the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action
13 Settlement, and this Order.

14 19. The Parties will bear their own costs and attorneys' fees except as otherwise
15 provided by this Court's Order awarding Class Counsel's attorneys' fees and litigation costs.

16 **IT IS SO ORDERED.**

17
18 DATED: 04/06/2026


19 _____
20 HON. WILLIAM F. HIGHBERGER
21 JUDGE OF THE SUPERIOR COURT