

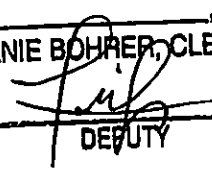
JUN 25 2026

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JUL 23 2026

Filed
STEPHANIE BOHRER, CLERK

By  DEPUTY

8 SUPERIOR COURT OF CALIFORNIA
9 IN AND FOR THE COUNTY OF SAN JOAQUIN

11 EDGAR SANTIAGO, individually, and on
12 behalf of all others similarly situated,

13 Plaintiffs,

14 vs. MCKIMMEY ELECTRIC, INC., a
Nevada corporation, J.M.B. ELECTRIC,
15 INC., a California corporation, and DOES 1
through 50, inclusive,

16 Defendants.

CASE NO. STK-CV-UOE-2024-0005859

~~[PROPOSED]~~ ORDER GRANTING MOTION
FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT, AND REQUEST FOR
ATTORNEY'S FEES AND COSTS, AND
JUDGMENT THEREON

Date: July 23, 2026
Time: 9:00 a.m.
Dept. 10D

[PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL AND JUDGMENT

FIL F BY FAX

1 The Court, having read the papers filed regarding Plaintiff's Motion for Final Approval of
2 Class Action Settlement and Request for Attorney's Fees and Costs, and having heard argument
3 on the Motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement Agreement ("Settlement Agreement"),
7 attached as Exhibit I to the Declaration of J. Kirk Donnelly in support of Plaintiff's Motion for
8 Preliminary Approval of Class Action Settlement, filed on or about February 10, 2026, is fully
9 and finally approved as fair, reasonable, and adequate, and in the best interests of the Class
10 Members. The Court, for purposes of this Order and Judgment, adopts all defined terms as set
11 forth in the Settlement Agreement.

12 3 For purposes of settlement only, the Court certifies a class including all current
13 and former non-exempt California employees who worked for Defendants McKimney Electric,
14 Inc. and J.M.B. Electric, Inc. (together "Defendants") at any time during the Class Period of May
15 27, 2020 to December 21, 2025.

16 4. The Court adjudges that each Class Member who has not timely submitted a valid
17 opt-out request to have released, through the date of final approval, any and all claims, known or
18 unknown, contingent or accrued, against the Defendants and the Released Parties that have been,
19 or could have been, asserted against the Defendants or any of the other Released Parties and that
20 arise from the facts, matters, transactions or occurrences alleged in the Action, including, but not
21 limited to, the foregoing: (i) claims for failure to: pay all wages earned for all hours worked at the
22 correct rate, including all minimum, straight time, and overtime wages; provide meal periods or
23 pay additional premium pay in lieu thereof; authorize and permit rest breaks or pay additional
24 premium pay in lieu thereof; timely pay all wages owed during employment and upon separation;
25 provide accurate, itemized wage statements; reimburse employees for all necessary business
26 expenses (including, but not limited to, gas/mileage and personal cell phones); maintain accurate
27 time and pay records; claims for violation of California Business and Professions Code §§ 17200
28 et seq., and any and all claims arising under or based upon alleged violations of California Labor

Code §§ 201-203, 204, 210, 216, 221-224, 225.5, 226, 226.3, 226.7, 256, 432, 510, 512, 514, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, or the applicable California Department of Industrial Relations Wage Order(s).

5. The Court further adjudges the Aggrieved Employees to have released all claims to penalties under California Labor Code Section 2698 alleged in Plaintiff's PAGA notice(s) to the LWDA and the Action during the PAGA Period, including, but not limited to, claims for: failure to pay all wages earned for all hours worked at the correct rate, including all minimum, straight time, and overtime wages; provide meal periods or pay additional premium pay in lieu thereof; authorize and permit rest breaks or pay additional premium pay in lieu thereof; timely pay all wages owed during employment and upon separation; provide accurate, itemized wage statements; reimburse employees for all necessary business expenses (including, but not limited to, gas/mileage and personal cell phones); maintain accurate time and pay records, and violation of Labor Code §§ 201-203, 204, 210, 216, 221-224, 225.5, 226, 226.3, 226.7, 256, 432, 510, 512, 514, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2810.5, or the applicable California Department of Industrial Relations Wage Order(s).

6. Under the Settlement Agreement, Defendants agree to pay the total Gross Settlement Amount of \$275,000.00. The Settlement Administrator is ordered to distribute to the Participating Settlement Class Members and to the Aggrieved Employees their respective settlement payments as provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after the check void date shall be forwarded to the California State Controller's Unclaimed Property Fund. No funds shall revert to Defendants.

7. The Court further orders that the Class Members be provided with notice of this Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a copy of this Order and Judgment on its website for a minimum of sixty (60) days.

9. The Court approves an award of attorney's fees to Class Counsel in the amount of \$96,250.00, and an award of costs and expenses in the amount of \$13,716.46. Such amounts shall be paid as provided in the Settlement Agreement.

10. The Court approves a service payment to plaintiff and Class Representative Edgar

1 Santiago in the amount of \$10,000.00, and the Settlement Administrator is ordered to make such
2 payment consistent with the terms of the Settlement Agreement.

3 11. The Settlement Agreement provides the Settlement Administrator, Apex Class
4 Action, LLC shall be paid from the Gross Settlement Amount for its services in administering the
5 Settlement. As set forth in the Declaration of Stacey Shim, the Settlement Administrator is owed
6 \$6,000 for services rendered and to be rendered in administering the settlement. The Court
7 therefore orders that Apex be paid the amount of \$6,000 from the Gross Settlement Amount
8 consistent with the terms of the Settlement Agreement.

9 12. The Court approves PAGA penalties in the amount of \$15,000.00, to be paid from
10 the GSA, and finds that amount is fair, reasonable and adequate, and furthers the purposes
11 underlying PAGA. \$11,250.00 of this amount will be paid to the LWDA as the state's share of the
12 civil penalties, and the remainder of \$3,750.00 will be distributed to the Aggrieved Employees
13 consistent with the terms of the Settlement Agreement and PAGA.

14 13. The Court sets a non-appearance Settlement Compliance Hearing for July 22,
15 2027, at 9:00 am in Department 10D of the San Joaquin County Superior Court. Plaintiff is
16 ordered to file a compliance report at least ten (10) court days before the Compliance Hearing.

17 14. Under California Rule of Court 3.769(h), without affecting the finality of this
18 Order and Judgment in any way, the Court retains jurisdiction over: (1) implementation and
19 enforcement of the Settlement Agreement pursuant to further orders of this Court until the final
20 judgment contemplated becomes effective and each and every act agreed to be performed by the
21 parties has been performed under the terms of the Settlement Agreement; (2) any other action
22 necessary to conclude this settlement and to implement the Settlement Agreement; and (3) the
23 enforcement, construction, and interpretation of the Settlement Agreement.

24 15. Neither this Order and Judgment nor the Settlement Agreement upon which it is
25 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
26 This Order is not a finding of the validity or invalidity of any claims in this action or a
27 determination of any wrongdoing by any party. The final approval of the Parties' settlement will
28 not constitute any opinion, position or determination of this Court as to the merits of the claims or

1 defenses of any party.

2 16. Judgment is hereby entered as follows: Plaintiff Edgar Santiago and the
3 Participating Class Members, consisting of all current and former non-exempt California
4 employees who worked for Defendants at any time during the Class Period of May 27, 2020 to
5 December 21, 2025, who have not otherwise opted out, shall take nothing from Defendants,
6 except as set forth in the Settlement Agreement.

7 17. The Court shall retain jurisdiction over the parties to interpret, implement and
8 enforce this Judgment.

9 **IT IS SO ORDERED AND ADJUDGED.**

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11 Dated: 7/23/26

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13 Judge of the Superior Court
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