

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

OCT 15 2026

DAVID H. YAMASAKI, Clerk of the Court

BY: M. NEVAREZ, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

JIMMY VU, individually and on behalf of
others similarly situated,

Plaintiff,

vs.

MCNALLY ENTERPRISES, a California
corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: 30-2025-01487936-CU-OE-CXC

*Assigned for All Purposes to: Hon. David A.
Hoffer, Department CX103*

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Complaint Filed: June 5, 2025
FAC Filed: August 11, 2025
Trial Date: None Set

[PROPOSED] FINAL ORDER AND JUDGMENT

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Class and PAGA Action ("Action") having come before the Court
3 on October 12, 2026, for a hearing and Final Order Approving Class Action and PAGA Settlement
4 and Judgment ("Final Order"), consistent with the Court's Preliminary Approval Order
5 ("Preliminary Approval Order"), and as set forth in the Joint Stipulation of Class Action and PAGA
6 Settlement ("Agreement"), and due and adequate notice having been given to all Class Members
7 as required in the Preliminary Approval Order, and the Court having considered all papers filed
8 and proceedings had herein and otherwise being fully informed and good cause appearing
9 therefore, it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

10 1. The Court GRANTS Plaintiff Jimmy Vu's ("Plaintiff") Motion for Final Approval
11 of Class Action and PAGA Settlement.

12 2. The Court hereby enters judgement in accordance with the Joint Stipulation of
13 Class Action and PAGA Settlement (the "Settlement Agreement"), the May 15, 2026, preliminary
14 approval order (ROA #62), and this Order and Judgment.

15 3. The term "Class" and "Class Members" shall mean the following: "all current and
16 former hourly-paid, non-exempt employees of McNally Enterprises ("Defendant"), who were
17 employed by Defendant within the state of California at any time between June 5, 2021, and
18 November 4, 2025." The term "Participating Class Member" includes all Class Members who did
19 not submit a timely and valid Request for Exclusion as provided in the Agreement.

20 4. The term "PAGA Members" shall mean the following: "all current and former
21 hourly-paid, non-exempt employees of Defendant who were employed by Defendant in the State
22 of California at any time between June 5, 2024, and November 4, 2025."

23 5. This Court has jurisdiction over the subject matter of this Action and over all Parties
24 to this Action, including all Class Members and PAGA Members.

25 6. Distribution of the Class Notice directed to the Class Members as set forth in the
26 Agreement and the other matters set forth therein has been completed in conformity with the
27 Preliminary Approval Order, including individual notice to all Class Members who could be
28 identified through reasonable effort, and the best notice practicable under the circumstances. The

1 Class Notice provided due and adequate notice of the proceedings and of the matters set forth
2 therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to
3 such Class Notice, and the Class Notice fully satisfied the requirements of due process. All Class
4 Members, all Released Class Claims and all Released PAGA Claims, are covered by and included
5 within the Settlement and this Final Order.

6 7. The Court hereby finds the Settlement was entered into in good faith pursuant to
7 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
8 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the
9 standards and applicable requirements for final approval of this class action settlement under
10 California law, including the provisions of California Code of Civil Procedure section 382 and
11 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*
12 *Superior Court*, 4 Cal.3d 800, 821 (1971).

13 8. The Court hereby confirms Protection Law Group, LLP as Class Counsel.

14 9. The Court hereby approves the Settlement set forth in the Agreement and finds that
15 the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate
16 the Settlement according to its terms. The Court finds that the Settlement has been reached as a
17 result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that
18 the Parties have conducted extensive investigation and research, and counsel for the Parties are
19 able to reasonably evaluate their respective positions. The Court also finds that Settlement at this
20 time will avoid additional substantial costs, as well as avoid the delay and risks that would be
21 presented by the further prosecution of the Action. The Court has reviewed the benefits that are
22 being granted as part of the Settlement and recognizes the significant value to the Class Members.
23 The Court also finds that the Class is properly certified as a class for settlement purposes only.

24 10. Upon the complete funding of the Gross Settlement Amount and all applicable
25 employer-side payroll taxes by Defendant, Plaintiff and all Participating Class Members, shall
26 fully release and discharge the "Released Parties" from the "Released Class Claims" that arose
27 during the "Class Period" as set forth under the terms of the Settlement Agreement.

28 11. Upon the complete funding of the Gross Settlement Amount and all applicable

1 employer-side payroll taxes by Defendant, Plaintiff, the California Labor and Workforce
2 Development Agency ("LWDA") and the State of California, through Plaintiff as its agent and/or
3 proxy shall release and discharge the "Released Parties" from the "Released PAGA Claims" that
4 arose during the "PAGA Period" as set forth under the terms of the Settlement Agreement.

5 12. Additionally, upon the funding of the Gross Settlement Amount, Plaintiff agrees—
6 on behalf of himself individually, and on behalf of his spouses, representatives, agents, attorneys,
7 heirs, administrators, successors, and assigns—to a General Release of all claims he may have
8 against the Released Parties, as set forth in the Settlement Agreement.

9 13. No Class Member requested to be excluded from the terms of the Settlement. The
10 last date to timely submit a request for exclusion was August 3, 2026. Accordingly, all 136
11 Participating Class Members are included and bound by this Order and Judgment.

12 14. The Court also finds that there were no written objections to the Settlement. The
13 last day to submit a written objection to the settlement was August 3, 2026. The Court also notes
14 there were no objections made at the Final Approval Hearing.

15 15. The Court finds the settlement payments provided for under the Agreement to be
16 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement
17 and amendments thereto the Court orders McNally Enterprises to fund the Gross Settlement
18 Amount of \$350,000.00 within 30 days of this order.

19 16. Within 7 days of the complete funding of the Gross Settlement Amount, the
20 Settlement Administrator will issue court approved payments for (a) Individual Settlement
21 Payments; (b) the PAGA Penalties to the LWDA; (c) the Class Representative Incentive Payment;
22 (d) Class. The calculations and the payments shall be made administered in accordance with the
23 terms of the Agreement and approved by the Court.

24 17. Pursuant to the terms of the Agreement and amendment thereto, and the
25 authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class
26 Counsel attorneys' fees in the amount of \$105,000.00 (30% of the Gross Settlement Amount) and
27 litigation costs in the amount of \$16,331.80 from the Gross Settlement Amount as final payment
28 for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to

1 Class Counsel and any other person or entity related to the Action. The Court further orders that
2 the award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant
3 to the terms of the Agreement.

4 18. The Court hereby approves and orders a Class Representative Enhancement
5 Payment of \$5,000.00 Plaintiff from the Gross Settlement Amount in accordance with the terms
6 of the Settlement Agreement.

7 19. The Court approves and orders the payment in the amount of \$17,062.50 (65% of
8 \$26,250.00) from the Gross Settlement Amount to the California Labor Workforce Development
9 Agency for penalties arising under the Private Attorneys General Act. The remaining \$9,187.50
10 (35% of \$26,250.00) shall be distributed to the PAGA Members as set forth in the Agreement.

11 20. The Court also hereby approves and orders payment from the Gross Settlement
12 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
13 Apex Class Action in the amount of \$7,070.00 as set forth Settlement Agreement.

14 21. The Court hereby approves and orders payment of individual settlement payments
15 from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.

16 22. The Court also hereby approves and orders that any checks distributed from the
17 Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar
18 days after being issued shall be void. All uncashed settlement checks shall be transferred to the
19 Controller of the State of California to be held pursuant to Unclaimed Property Law, California
20 Civil Code §1500 et seq.

21 23. Provided the Settlement becomes effective under the terms of the Agreement, the
22 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
23 payments, attorneys' fees and costs, and enhancement payments is as set forth in the Agreement.

24 24. Neither the Settlement nor any of the terms set forth in the Agreement is an
25 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of
26 the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
27 Released Parties. Neither this Final Order, the Agreement, nor any document referred to herein,
28 nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an

1 admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing
2 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations
3 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence
4 of, an admission or concession with regard to the denials or defenses by Defendant, or any of the
5 other Released Parties, and shall not be offered in evidence in any action or proceeding in any
6 court, administrative agency or other tribunal for any purpose whatsoever other than to enforce
7 the provisions of this Final Order, the Agreement, the Released Class Claims, Released PAGA
8 Claims, or any related agreement or release. Notwithstanding these restrictions, any of the
9 Released Parties may file in the Action, or submit in any other proceeding, the Final Order, the
10 Agreement, and any other papers and records on file in the Action as evidence of the Settlement
11 to support a defense of *res judicata*, *collateral estoppel*, or other theory of claim or issue
preclusion or similar defense as to the Released Class/PAGA Claims.

12 25. Without affecting the finality of this Judgment, the Court shall retain continuing
13 jurisdiction over this action and the parties, including all Class Members, and over all matters
14 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to
15 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except
16 as provided to the contrary herein, any disputes arising with or with respect to the interpretation,
17 enforcement, or implementation of the Agreement shall be presented to the Court for resolution.

18 26. The Court sets a Final Accounting Hearing for June 7, 2027, at 1:30 p.m. in
19 Department CX-103. Class Counsel and the Settlement Administrator shall submit a final
20 accounting report at least 16 calendar days before the final accounting hearing regarding the status
21 of settlement administration. The final report must include a summary of the distribution of the
22 settlement funds to Class Members and Aggrieved Employees, identify the distributions made
23 pursuant to this Order and Judgment, and identify the number and value of any uncashed checks
24 and the status of any unresolved issue.

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27. A copy of this final order and judgment shall be posted on the Settlement Administrator's website for a period of no less than 180 calendar days in accordance with California Rule of Court 3.771(b).

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED: 10/15/26

David Heller
JUDGE OF THE SUPERIOR COURT