

James R. Hawkins, Esq. SBN 192925
Isandra Fernandez, Esq. SBN 220482
Lance Dacre, Esq. SBN 190305
Kacey E. Cook, Esq. SBN 337905
JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
TEL: (949) 387-7200
FAX: (949) 387-6676
staff@jameshawkinsaplc.com
isandra@jameshawkinsaplc.com
lance@jameshawkinsaplc.com
kacey@jameshawkinsaplc.com

Attorneys for Plaintiffs ADRIANA HUERTA and
MARIA SANCHEZ on behalf of themselves and all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ADRIANA HUERTA and MARIA SANCHEZ
on behalf of themselves and all others similarly
situated

Plaintiffs,

vs.

PRO-TECH DESIGN & MANUFACTURING,
INC. a California corporation, and DOES 1
through 50, inclusive,

Defendants.

Case No. 19STCV36380
Assigned For All Purposes To:
Judge: Lawrence P. Riff
Dept.: 7

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

WHEREAS, this action is pending before this Court as a putative class and PAGA action
(the "Action"); and

WHEREAS, Plaintiffs, through an unopposed motion for preliminary approval, have
applied to this Court for an order finally approving the settlement of the Action in accordance

1 with the Class Action and PAGA Settlement Agreement (hereinafter “Settlement Agreement”),
2 and any exhibit annexed thereto, which sets forth the terms and conditions for a proposed
3 settlement and final resolution of the Action upon the terms and conditions set forth therein; and
4 the Court having read and considered the Settlement Agreement and the exhibit annexed thereto;

5 NOW, THEREFORE, IT IS HEREBY ORDERED:

6 1. This Order incorporates by reference the definitions in the final version of the
7 Settlement Agreement which has been filed with the Court and all terms defined therein shall
8 have the same meaning in this Order as set forth in the Settlement Agreement;

9 2. This Court has jurisdiction over the subject matter of this litigation and over the
10 Parties to this litigation, including all Class Members.

11 3. The Court hereby certifies the Class for settlement purposes only. For the
12 purposes of this settlement, the Class is defined as: all persons employed by Pro-Tech in
13 California and classified as non-exempt who worked for Pro-Tech during the Class Period. The
14 Class Period means the period from October 10, 2015 through September 12, 2022. (“Class
15 Members”).

16 4. The Court finds “Aggrieved Employee” means a person employed by Pro-Tech in
17 California and classified as non-exempt who worked for Pro-Tech during the PAGA Period. The
18 PAGA Period means the period from February 3, 2019 through September 12, 2022.

19 5. The Court finds the distribution of the Notice of Class and PAGA Action
20 Settlement (“Class Notice”) has been completed. The Class Notice constituted notice that was
21 reasonably calculated under the circumstances to apprise Class Members of the pendency of the
22 Action, the settlement and its terms, and their right to exclude themselves from or object to the
23 proposed Settlement and to appear at the Final Approval Hearing. The Class Notice was
24 reasonable and constituted due, adequate, and sufficient notice to all persons entitled to receive
25 notice and met all applicable requirements of due process, and any other applicable rules or law.
26 The Class Notice fully satisfies due process requirements. The Class Notice was sent via U.S.
27 Mail to all persons entitled to such notice and to all Class Members who could be identified
28

1 through reasonable effort. As executed, the Class Notice was the best notice practicable under
2 the circumstances.

3 6. The Court finds that the Labor & Workforce Development Agency (“LWDA”)
4 has been provided timely and adequate notice of the proceedings in this matter and has made no
5 objections to the proceedings or to the Settlement of this matter.

6 7. The Court finds that there have been no Requests for Exclusion, no Objections,
7 and no Disputes in this matter by the Class Members.

8 8. The Court hereby approves the terms set forth in the Settlement Agreement and
9 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs
10 the Parties to effectuate the Settlement Agreement according to its terms. The Court finds that
11 the Settlement Agreement has been reached as a result of informed and non-collusive arm’s-
12 length negotiations. The Court further finds that the Parties have conducted extensive
13 investigation and research, and their attorneys were able to reasonably evaluate their respective
14 positions. The Court also finds that settlement now will avoid additional and potentially
15 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the
16 case. The Court has reviewed the monetary recovery being provided as part of the Settlement and
17 recognizes the significant value accorded to Class Members.

18 9. The Settlement Agreement is not an admission by Defendants nor is this Order a
19 finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order,
20 the Settlement Agreement, nor any document referred to herein, nor any action taken to carry out
21 the Settlement Agreement, may be construed as, or may be used as, an admission of any fault,
22 wrongdoing, omission, concession, or liability whatsoever by or against Defendant.

23 10. The Defendant shall pay the Settlement Class Members pursuant to the procedure
24 described in the Settlement Agreement and Class Notice.

25 11. The Court hereby confirms Plaintiffs Adriana Huerta, Maria Sanchez and
26 Estephany Avalos as the Class Representatives and hereby approves the Class Representative
27 Enhancement Payment of \$7,500 *each* for their services to the Class. The Court finds that this
28 amount is fair and reasonable in light of Plaintiffs’ contribution to this litigation. The payment of

1 the Class Representative Enhancement Payment shall be made in accordance with the terms of
2 the Settlement.

3 12. The Court hereby confirms James Hawkins, Isandra Fernandez and Lance Dacre
4 of James Hawkins, APLC, and Joseph Lavi of Lavi & Ebrahimian as counsel for Plaintiffs and
5 the Class Members in this matter.

6 13. The Court hereby awards a Class Counsel Fees Payment of Three Hundred Nine
7 Thousand Six Hundred Thirty Six Dollars and Thirty Four Cents (\$309,636.34) and a Class
8 Counsel Litigation Expenses Payment of Twenty Five Thousand Dollars (\$25,000.) The Court
9 finds that the attorneys' fees and costs requested were reasonable in light of the relevant factors
10 under California law. The payment of fees and costs to Class Counsel shall be made in
11 accordance with the terms of the Settlement.

12 14. The Court grants final approval of the Maximum Settlement Amount payment of
13 Nine Hundred Twenty Eight Thousand Nine Hundred Eighteen Dollars and Thirty Three Cents
14 (\$928,918.3) in full satisfaction of all claims arising from this Action. The payments authorized
15 by this paragraph shall be made in accordance with the terms of the Settlement.

16 15. The Court further approves the payment to the Settlement Administrator,
17 Simpluris, Inc., in the amount of Eight thousand Nine Hundred Seventy-Seven Dollars (\$8,977)
18 to the Settlement Administrators for the fees and costs of administering as set forth in the
19 Settlement Agreement.

20 16. Defendant shall have no further liability for costs, expenses, interest, attorneys'
21 fees, or for any other charge, expense, or liability, except as provided in the
22 Settlement Agreement.

23 17. This "Judgment" is intended to be a final disposition of the above captioned
24 action in its entirety and is intended to be immediately appealable.

25 18. Pursuant to California Rule of Court 3.769(h), the Court shall have and retain
26 continuing jurisdiction over this action and the parties and Class Members, including after the
27 entry of this Order, to the fullest extent necessary to interpret, enforce and effectuate the terms
28 and intent of the Settlement Agreement and this Order.

1 19. The Court sets a Status Conference for Final Accounting of the settlement
2 administration on October, 13 2024 at 9:00 a.m.

3 20. Counsel shall submit a Final Accounting Report at least 10 days prior to the date
4 of the Status Conference for Final Accounting.

5
6
7
8 **IT IS SO ORDERED.**

9 **Dated:** _____

Hon. Lawrence P. Riff
Judge of the Los Angeles County Superior Court