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

MY LE PHAM, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

PLASMA RUGGEDIZED SOLUTIONS, INC.,
a Delaware corporation; and DOES 1 through
100,

Defendants.

Case No. 30-2019-01086573-CU-OE-CXC

*[Assigned for All Purposes to Hon. Peter Wilson,
Dept. CX102]*

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

Date: December 3, 2020
Time: 2:00 p.m.
Dept.: CX 102

Complaint Filed: July 30, 2019
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on December 3, 2020, pursuant to
2 California Rule of Court 3.769 and this Court's August 3, 2020 Order Granting Preliminary Approval
3 of Class Action Settlement ("Preliminary Approval Order"). Having considered the parties' Stipulation
4 of Settlement ("Settlement")¹ and the documents and evidence presented in support thereof, and
5 recognizing the sharply disputed factual and legal issues involved in this case, the risks of further
6 prosecution and the substantial benefits to be received by the Class pursuant to the Settlement, the Court
7 hereby makes a final ruling that the proposed Settlement is fair, reasonable, and adequate, and is the
8 product of good faith, arm's-length negotiations between the parties. Good cause appearing therefor,
9 the Court hereby GRANTS Plaintiff's Motion for Final Approval of Class Action Settlement and
10 ORDERS as follows:

11 1. The conditional class certification contained in the Preliminary Approval Order is hereby
12 made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class
13 consisting of:

14 All current and former non-exempt employees who worked for Defendant.
15 Plasma Ruggedized Solutions, Inc. in California from July 30, 2015 through
June 30, 2020.

16 2. Plaintiff My Le Pham is hereby confirmed as Class Representative, and Scott M. Lidman,
17 Elizabeth Nguyen and Milan Moore of Lidman Law, APC, and Paul Haines of Haines Law Group, APC
18 are hereby confirmed as Class Counsel.

19 3. Notice was provided to the Settlement Class as set forth in the Settlement. The form and
20 manner of notice were approved by the Court on August 3, 2020, and the notice process has been
21 completed in conformity with the Court's Order. The Court finds that said notice was the best notice
22 practicable under the circumstances. The Class Notice provided due and adequate notice of the
23 proceedings and matters set forth therein, informed Settlement Class members of their rights, and fully
24 satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court
25 3.769, and due process.

26
27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned
28 to them in the Settlement.

1 4. The Court finds that no Settlement Class member objected to the Settlement, zero (0)
2 Class Members have opted out of the Settlement, zero (0) notices were undeliverable, and that the 100%
3 participation rate in the Settlement supports final approval.

4 5. The Court hereby approves the settlement as set forth in the Settlement Agreement as
5 fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement according
6 to its terms.

7 6. For purposes of settlement only, the Court finds that (a) the members of the Settlement
8 Class are ascertainable and so numerous that joinder of all members individually is impracticable; (b)
9 there are questions of law or fact common to the Settlement Class, and there is a well-defined community
10 of interest among members of the Settlement Class with respect to the subject matter of the litigation;
11 (c) the claims of the Class Representative are typical of the claims of the members of the Settlement
12 Class; (d) the Class Representative has fairly and adequately protected the interests of the Settlement
13 Class members; (e) a class action is superior to other available methods for an efficient adjudication of
14 this controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative and
15 the Settlement Class.

16 7. The Court finds that given the absence of objections to the Settlement, and objections
17 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

18 8. The Court orders that Defendant deposit the Gross Settlement Amount of Three Hundred
19 Ninety-Five Thousand Dollars and Zero Cents (\$395,000.00) with Phoenix Settlement Administrators
20 (“Phoenix”), the Settlement Administrator, within 30 days of entry of this Judgment, as provided for in
21 Section 4(C) of the Settlement.

22 9. Any Settlement funds that remain uncashed after 180 calendar days after they are mailed
23 shall be delivered to the California State Controller’s Office – Unclaimed Property Fund in the name of
24 the Settlement Class member.

25 10. The Court finds that the settlement payments, as provided for in the Settlement, are fair,
26 reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments
27 in conformity with the terms of the Settlement.
28

1 11. The Court finds that a service award in the amount of \$5,000.00 for Plaintiff My Le Pham
2 is appropriate for her risks undertaken and service to the Settlement Class. The Court finds that this
3 award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment
4 in conformity with the terms of the Settlement.

5 12. The Court finds that attorneys' fees in the amount of \$131,666.66, and litigation costs of
6 \$22,718.53 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement
7 Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

8 13. The Court orders that the Settlement Administrator shall be paid \$10,000.00 from the
9 Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and
10 finds that sum appropriate.

11 14. The Court finds that the payment to the California Labor & Workforce Development
12 Agency ("LWDA") in the amount of \$7,500.00 for its share of the settlement of Plaintiff's representative
13 action under the California Labor Code Private Attorneys General Act ("PAGA") is fair, reasonable,
14 and adequate, and orders the Claims Administrator to distribute this payment to the LWDA in
15 conformity with the terms of the Settlement.

16 15. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for the
17 portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately, and in
18 addition to, the Gross Settlement Amount.

19 16. The Court finds and determines that upon satisfaction of all obligations under the
20 Settlement and this Order, all Settlement Class members will be bound by the Settlement, will have
21 released the Released Claims as set forth in the Settlement, and will be permanently barred from
22 prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

23 17. The Settlement is not an admission by Defendant Plasma Ruggedized Solutions, Inc. nor
24 is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant Plasma
25 Ruggedized Solutions, Inc. Neither this Order, the Settlement, nor any document referred to herein, nor
26 any action taken to carry out the Settlement, shall be construed or deemed an admission of liability,
27 culpability, or wrongdoing on the part of Defendant Plasma Ruggedized Solutions, Inc.

1 18. As of the date of this Judgment, all Settlement Class members shall be deemed to have
2 fully released and discharged Defendant, and all of its past and present officers, directors, shareholders,
3 lenders, unit holders, managers, employees, agents, principals, heirs, representatives, accountants,
4 auditors, consultants, and each of their respective successors, assignees, assignors, and predecessors in
5 interest, subsidiaries, affiliates, parents and attorneys (collectively the “Released Parties”) from all
6 claims, demands, rights, liabilities and causes of action that were pled in any of the Complaints in the
7 Action, or which could have been pled in any of the Complaints in the Action, on behalf of the Settlement
8 Class only based on the factual allegations therein, that arose during the Class Period with respect to the
9 subject matters of the Complaints, including, without limitation, for the following claims: (a) failure to
10 pay all minimum wages owed; (b) failure to pay all overtime wages owed; (c) failure to provide meal
11 periods, or pay premium pay for non-compliant meal periods; (d) failure to authorize and permit rest
12 periods, or pay premium pay for non-complaint rest periods; (e) failure to provide accurate, itemized
13 wage statements; (f) all claims for unfair business practices that could have been premised on or derive
14 from the facts, claims, causes of action or legal theories described above; and (g) a claim under
15 California Labor Code Private Attorneys General Act of 2004 (“PAGA”) that could have been premised
16 on or derive from the facts, claims, causes of action or legal theories described above (collectively, the
17 “Released Claims”).

18 19. The period of the Release shall extend to the limits of the Class Period.

19 20. The releases identified herein shall be null and void should the Settlement not be fully
20 funded. The release will be effective on the date the Settlement is fully funded by Defendant paying the
21 Gross Settlement Amount in trust to a Qualified Settlement Fund established by the Settlement
22 Administrator.

23 21. Pursuant to the terms of the Settlement, the release identified herein does not apply to
24 Plaintiff’s individual claims asserted in the lawsuit entitled *My Le Pham v. Plasma Ruggedized*
25 *Solutions, Inc.* currently pending in Orange County Superior Court, bearing Case No. 30-2019-
26 01114579-CU-WT-CJC, filed on or about November 26, 2019. This Agreement in no way affects
27 Plaintiff’s individual claims asserted in in the lawsuit entitled *My Le Pham v. Plasma Ruggedized*
28

1 *Solutions, Inc.* currently pending in Orange County Superior Court, bearing Case No. 30-2019-
2 01114579-CU-WT-CJC, filed on or about November 26, 2019.

3 22. This document shall constitute a final judgment pursuant to California Rule of Court
4 3.769(h) which provides, “If the court approves the settlement agreement after the final approval
5 hearing, the court must make and enter judgment. The judgment must include a provision for the
6 retention of the court’s jurisdiction over the parties to enforce the terms of the judgment. The court may
7 not enter an order dismissing the action at the same time as, or after, entry of judgment.” Pursuant to
8 section 664.6 of the California Code of Civil Procedure, the Court will retain jurisdiction to enforce the
9 Settlement, the Final Approval Order, and this Judgment.

10 23. The Settlement Administrator shall file a declaration regarding the disbursement of
11 Settlement funds on or before July 23, 2021 and the compliance hearing shall be set for **July 30, 2021**
12 at **9:00 a.m.**

13 **IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.**

14
15 Dated: _____, 2020

Honorable Peter Wilson
Judge of the Superior Court