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FILED
 Superior Court of California
 County of Los Angeles
03/14/2023
 David W. Slayton, Executive Officer / Clerk of Court
 By: A. Morales Deputy

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 COUNTY OF LOS ANGELES

12 ALEJANDRO MALDONADO, individually,
 and on behalf of all others similarly situated,

13 *Plaintiff,*

14 vs.

15 TECHMER PM, INC. a California
 16 corporation; and DOES 1 through 10,
 inclusive,

17 *Defendants.*

Case No.: 20STCV21918

[Hon. Lawrence Riff – Dept. SSC-7]

CLASS ACTION

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

Date: March 13, 2023
 Time: 10:00 a.m.
 Courtroom: Dept. SSC-7
 Judge: Hon. Lawrence Riff

Action Filed: June 8, 2020
 Trial Date: Not Set

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

2 Plaintiff ALEJANDRO MALDONADO (“Plaintiff”) and Defendants TECHMER PM, INC.
3 AND TECHMER PM, LLC (“Defendants”) have reached terms of settlement for a putative class and
4 representative action.

5 This matter came on for hearing on March 13, 2023, upon the Motion for Final Approval of the
6 proposed settlement (“Settlement”) of this action on the terms set forth in the AMENDED JOINT
7 STIPULATION OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT (*see* Declaration of
8 H. Scott Leviant In Support of Plaintiff’s Motion for Final Approval of Class and Representative Action
9 Settlement [“Leviant Decl.”], at Exh. 3). The AMENDED JOINT STIPULATION OF CLASS AND
10 REPRESENTATIVE ACTION SETTLEMENT is referred to herein as the “Agreement” or
11 “Settlement.”

12 After reviewing the Agreement, the Notice process, and other related documents, and having
13 heard the argument of Counsel for respective parties, **IT IS HEREBY ORDERED AS FOLLOWS:**

14 1. To the extent defined in the Agreement, the terms in this Order shall have the meanings
15 set forth therein.

16 2. The Court finds that the Settlement has been reached as a result of intensive, serious and
17 non-collusive arms-length negotiations. The Court further finds that the parties have conducted
18 thorough investigation and research, and the attorneys for the parties are able to reasonably evaluate
19 their respective positions. The Court also finds that settlement at this time will avoid additional
20 substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution
21 of the action. The Court finds that the risks of further prosecution are substantial.

22 3. The parties’ Settlement is granted final approval as it meets the criteria for final
23 settlement approval. In granting final approval of the class action settlement the Court has considered
24 the factors identified in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba*
25 *v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th
26 706 (2006). The Court finds that the terms of the proposed class action Settlement are fair, reasonable,
27 and adequate, pursuant to California Code of Civil Procedure § 382. The settlement falls within the
28 range of possible approval as fair, adequate and reasonable, and appears to be the product of arm’s-

length and informed negotiations and to treat all Class Members fairly. The Settlement Class meets the requirements for conditional certification for settlement purposes only under Code of Civil Procedure § 382.

4. The Class Notice provided to the Settlement Class conforms with the requirements of Code of Civil Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The Class Notice fully satisfied the requirements of due process.

5. The following persons are certified as Class Members solely for the purpose of entering a settlement in this matter:

All individuals employed by Defendants in California and classified as “non-exempt” at any time during the Class Period (the “Class Period” is June 8, 2016 through June 30, 2022). (Settlement, ¶¶ 3-4.)

6. The Court also defines the following “PAGA Employees” impacted by the proposed settlement of PAGA claims:

All Class Members that worked at any time during the PAGA Period (the “PAGA Period” is July 23, 2019 through June 30, 2022). (Settlement, ¶¶ 10-11.)

7. Plaintiff ALEJANDRO MALDONADO is appointed as the Class Representative. The Court finds Plaintiff’s counsel are adequate, as they are experienced in wage and hour class action litigation and have no conflicts of interest with absent Settlement Class Members, and that they adequately represented the interests of absent class members in the Litigation. Kane Moon, H. Scott Leviant, and Mariam Ghazaryan of Moon & Yang, APC, are appointed Class Counsel.

8. The Court appoints ILYM Group, Inc. to act as the Settlement Administrator, pursuant to the terms set forth in the Agreement.

9. No Class Members timely requested exclusion from the Class. All Class Members remain bound by the Final Approval Order and Judgment in the Action. No Class Members who

1 worked during the PAGA Period have the right to exclude themselves from the Settlement with respect
2 to resolution of the PAGA Claims.

3 10. Upon entry of this Final Approval Order and the Judgment, funding of the Settlement
4 and compensation to the Class Members shall be implemented pursuant to the terms of the Settlement.

5 11. In addition to any recovery that Plaintiff may receive under the Settlement as a Class
6 Member, and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court hereby
7 approves the payment of an enhancement award to Plaintiff ALEJANDRO MALDONADO in the
8 amount of ~~\$7,500~~ ^{\$5,000.00}.

9 12. The Court approves the payment of attorneys' fees to Class Counsel in the amount of
10 \$95,645.84 to Moon & Yang, APC. Litigation expenses are approved by the Court in the amount of
11 \$15,000.00, based upon the cap on expenses set forth in the Agreement and documented expenses in
12 excess of \$15,000.00.

13 13. The Court approves and orders payment in the amount of \$8,990.00 to ILYM Group,
14 Inc. for performance of its services as the Settlement Administrator, as set forth in the Notice to the
15 Class.

16 14. Upon completion of administration of the Settlement, the Parties shall file a declaration
17 stating that all amounts payable under the Settlement have been paid and that the terms of the
18 Settlement have been completed.

19 15. The Court sets a non-appearance case review regarding compliance with all fund
20 distribution requirements under the Settlement for 1/12/24, 2023, at 9:00 a.m.,
21 in Dept. 7 of the above-entitled Court. A Final Report, including any declaration from the Settlement
22 Administrator regarding compliance, shall be filed with the Court no later than five court days in advance,
23 2023.

24 16. The Court approves and orders payment in the amount of \$30,000.00 to the Labor and
25 Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys
26 General Act of 2004 (Labor Code § 2698 *et seq.*). Further, \$10,000.00 shall be distributed to PAGA
27 Employees as required under the Settlement.

28 17. Once Defendant fully funds the Settlement by paying all amounts due under the

Settlement, Plaintiff and the Class Members, shall have, by operation of this Final Approval Order and the separate Judgment, fully, finally and forever released, relinquished, and discharged Defendant from the Released Class Claims described in the Settlement as follows:

Identity of Released Parties. The released parties are Defendants, and each of its/their former and present direct and/or indirect owners, present and former direct and indirect parent entities, dba's, affiliates, parent companies, subsidiaries, brother and sister corporations, divisions, related, associated, and/or affiliated companies, successors and predecessors, and current and former employees, attorneys, officers, directors, shareholders, owners, trustees, attorneys, fiduciaries, beneficiaries, subrogees, executors, partners, privies, agents, servants, insurers, representatives, administrators, employee benefit plans, and assigns of said entities, and any individual or entity which could be liable for any of the Released Claims, and Defendants' counsel of record in the Action (collectively "Releasees").

Date Release Becomes Effective. The Released Claims will be released upon the later of (1) the Settlement's Effective Date, or (2) the satisfaction of Defendants' obligation to provide to the Settlement Administrator a sum in the amount required to satisfy all required payments and distributions pursuant to this Settlement and the Order and Judgment of final approval. Class Members will not release the Released Claims or Released PAGA Claims until both the Effective Date of the Settlement has occurred, and Defendants have paid all amounts owing under the Settlement.

Each and every Class Member, on behalf of himself or herself and his or her heirs and assigns, unless he or she has submitted a timely and valid Request for Exclusion (which will not effectuate an opt-out from the release of Released PAGA Claims), hereby releases Releasees from the following claims for the entire Class Period:

all known and unknown claims, losses, damages, liquidated damages, penalties, interest, liabilities, causes of action, civil complaints, arbitration demands or suits which arise from the facts asserted in the Complaint (defined above at Paragraph 1), including, without limitation, the foregoing: all claims under the California Labor Code as alleged in the Complaint, including violations for meal periods, rest breaks, unpaid overtime and minimum wages, timely payment of wages, wage statements, waiting time penalties, unreimbursed business expenses, and associated violations of California Unfair Competition Law (Cal. Bus. & Prof. Code §§ 17200, et seq.), requests for injunctive relief, liquidated damages, and civil penalties, interest, attorneys' fees, including attorneys' fees under California Code of Civil Procedure section 1021.5, costs, and all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in Plaintiff's Complaint ("Released Claims"); and,

in addition, as to all Class Members employed during the Released PAGA Claims Period, whether requesting exclusion from the Settlement or not, the Released PAGA Claims ("Released PAGA Claims" means all claims that have been pled or could have been pled, based upon the factual allegations and issues set forth in the Notice to the LWDA and alleged in the Complaint, including civil penalties under PAGA, fees, and all other claims and allegations made or which could have been made in the Action based on the facts and allegations pled in Plaintiff's Notice to the LWDA and the Complaint.).

18. The Parties are ordered to give notice of this final Order and Judgment to the LWDA,

1 pursuant to Labor Code § 2699(1)(3).

2 19. The Court hereby directs the Parties to effectuate the terms of the Settlement as set forth in
3 the Settlement Agreement.

4 20. The Court retains jurisdiction to consider all further applications arising out of or in
5 connection with the settlement.

6
7 **IT IS SO ORDERED.**

8
9 Dated: 03/14/2023



A handwritten signature in black ink, appearing to read "Lawrence P. Riff".

Lawrence P. Riff / Judge

Hon. Lawrence Riff
LOS ANGELES COUNTY SUPERIOR COURT JUDGE

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Vincent Chen, Esq.
(vincent.chen@jacksonlewis.com)
Peter Woo, Esq.
(peter.woo@jacksonlewis.com)
200 Spectrum Center Drive, Suite 500
Irvine, CA 92618
Fax: (949) 885-1380

Attorneys for Defendant

☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service CASEANYWHERE. I did not receive an error message.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed **February 15, 2023**, at Los Angeles, California.

H. Scott Leviant
Type or Print Name



Signature