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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

JOSE LUIS TOPETE PEREZ, as an individual
and on behalf of all others similarly situated,

Plaintiff,

v.

PRODUCTION RESOURCE GROUP LLC, a
Delaware limited liability company; and DOES 1
through 100, inclusive,

Defendants.

Case No. 20STCV38584

*[Assigned for all purposes to the Hon.
Maren Nelson – Dept. SSC-17]*

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: August 19, 2022
Time: 9:00 a.m.
Dept.: SSC-17

Complaint Filed: October 7, 2020
Trial Date: None Set

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PRODUCTION RESOURCE GROUP, L.L.C.

1 Plaintiff Jose Luis Topete Perez's ("Plaintiff") motion for Final Approval of Class and
2 PAGA Action Settlement in the above-referenced matter came on regularly for hearing on August
3 19, 2022, at the Superior Court of California for the County of Los Angeles, Spring Street
4 Courthouse, 312 North Spring Street, Los Angeles, California 90012, before the Honorable
5 Maren Nelson.

6 Plaintiff was represented by his counsel, Lidman Law, APC and the Haines Law Group,
7 APC. Defendant Production Resource Group, L.L.C. ("Defendant") was represented by its
8 counsel, DLA Piper LLP (US).

9 In support of his final approval motion, Plaintiff has submitted: a Notice of Motion and
10 Motion for Final Approval of Class and Private Attorneys General Act Settlement and Release,
11 Class Counsel Fees Award, Class Counsel Costs Award, and Plaintiff's Service Award; a
12 Memorandum of Points and Authorities, declaration of Class Counsel, declaration of the
13 representative for the Class, and declaration of the Settlement Administrator; and this Proposed
14 Order and Judgment.

15 The Court has: (1) reviewed and considered the terms and conditions of the proposed
16 Settlement; (2) reviewed and considered the results of the Notice of Settlement mailed to Class
17 Members in accordance with the Court's Order Granting Preliminary Approval of Class and
18 Private Attorneys General Act Settlement and Notice Procedures entered on March 25, 2022 (the
19 "Preliminary Approval Order"); (3) reviewed and considered the application for the Class
20 Counsel Fees Award, Class Counsel Costs Award, and Plaintiff's Service Award; (4) held a Final
21 Approval Hearing; (5) taken into account the presentations and other proceedings at the Final
22 Approval Hearing; and (6) considered the Settlement in the context of all prior proceedings had in
23 this Action.

24 Based thereon, the Court enters the following **FINDINGS** and **CONCLUSIONS**:

25 A. Capitalized terms used in this Order that are not otherwise defined herein shall
26 have the meaning assigned to them in the Settlement Agreement.

1 B. The Court has subject-matter jurisdiction over the Action and all acts within the
2 Action, and over all the Parties to the Action, including Plaintiff, the State of California, Class
3 Members, and PAGA Affected Employees.

4 C. The Class Claims asserted on behalf of Class Members conditionally certified in
5 the Preliminary Approval Order have been appropriately certified for settlement purposes. Class
6 Counsel and Plaintiff (as the Class representative) have fairly and adequately represented the
7 Class for purposes of negotiating and seeking approval of the Settlement.

8 D. Pursuant to the Preliminary Approval Order, the appointed Settlement
9 Administrator, Simpluris, Inc., mailed a Notice of Settlement to all Class Members by First Class
10 U.S. Mail. The Notice of Settlement fairly and adequately advised Class Members of the terms of
11 the proposed Settlement, of the preliminary approval of the proposed Settlement, of their right to
12 receive their shares of the Gross Settlement Amount, of the scope and effect of the releases
13 contained in the Settlement, of their rights and obligations relating to opting out of or objecting to
14 the Settlement, of the date of the Final Approval Hearing, and of their right to appear at the Final
15 Approval Hearing. Class Members had adequate time to consider this information and to use the
16 procedures identified in the Notice of Settlement. The Court finds and determines that this notice
17 procedure afforded adequate protections to Class Members and provides the basis for the Court to
18 make an informed decision regarding approval of the Settlement based on the responses of Class
19 Members. The Court finds and determines that the Notice of Settlement provided in the Action
20 was the best notice practicable, which satisfied the requirements of law and due process.

21 E. The Court finds that the notice of the Settlement Agreement to the California
22 Labor and Workforce Development Agency ("LWDA") was sufficient and valid pursuant to
23 California Labor Code section 2699(I). The LWDA has not filed any document related to this
24 Action with the Court.

25 F. In response to the Notice of Settlement, no Class Members objected to the
26 Settlement and three Class Members requested exclusion from the Settlement.

27 G. The Settlement is in all respects fair, reasonable, adequate, and proper, and in the
28 best interest of the Class. In reaching this conclusion, the Court considered a number of factors,

1 including: (1) the strength of Plaintiff's claims; (2) the risk, expense, complexity, and likely
2 duration of further litigation; (3) the amount offered in settlement; (4) the extent of discovery
3 completed and the stage of the proceedings; (5) the experience and views of Class Counsel and
4 Defense Counsel; and (6) the reaction of the Class Members to the proposed Settlement. The
5 Court finds that the Settlement offers significant monetary recovery to all Participating Class
6 Members, and finds that such recovery is fair, reasonable, and adequate when balanced against
7 further litigation related to liability and damages issues. The Court further finds that counsel for
8 the Parties engaged in sufficient investigation and research such that Class Counsel and Defense
9 Counsel were able to reasonably evaluate their respective positions at the time of settlement. The
10 Court finds that the Settlement will avoid substantial additional costs by all Parties, as well as
11 avoid the risks and delay inherent to further prosecution of the Action. The Court further finds
12 that the Settlement has been reached as the result of serious and non-collusive arms-length
13 negotiations. The Court further finds that the relief provided for under PAGA is genuine,
14 meaningful, and consistent with PAGA's underlying purpose of benefitting the public. Thus, the
15 Court approves the Settlement set forth in the Settlement Agreement and finds that the Settlement
16 is, in all respects, fair, reasonable, and adequate. Accordingly, the Court directs the Parties to
17 effectuate the Settlement according to its terms.

18 H. Participating Class Members (as certified below) shall be subject to all of the
19 provisions of the Settlement, the Settlement Agreement, this Final Approval Order and Judgment
20 to be entered by the Clerk of the Court, as set forth herein, including with respect to the Released
21 Class Claims.

22 On the basis of the foregoing findings and conclusions, as well as the submissions and
23 proceedings referred to above, **NOW THEREFORE, IT IS HEREBY ORDERED,**
24 **ADJUDGED, and DECREED:**

25 1. The Settlement Agreement is hereby approved as fair, reasonable, adequate, and in
26 the best interests of the Class Members, and the requirements of due process and California Code
27 of Civil Procedure section 382 have been satisfied. The Parties are ordered and directed to
28 effectuate the Settlement according to its terms.

1 2. The Court, having found that each of the elements of California Code of Civil
2 Procedure section 382 are satisfied, certifies the following Class regarding the Class Claims: All
3 Class Members, as that term is defined by the Settlement Agreement, who did not exclude
4 themselves from the Settlement. (The Settlement Agreement defines “Class Members” as all
5 current and former employees of Defendant who were employed by Defendant in the State of
6 California at any time during the Class Period, *i.e.*, from April 6, 2019 through and including
7 August 20, 2020, and who received a wage statement that identified the employer as “PRG”
8 and/or anything other than “Production Resource Group, L.L.C.”.

9 3. For purposes of this Final Approval Order and Judgment and this Settlement only,
10 the Court hereby confirms the appointment of Simpluris, Inc. as the Settlement Administrator to
11 administer the Settlement as more specifically set forth in the Settlement Agreement, and further
12 finally approves Settlement Administration Costs, as fair and reasonable, of Nine Thousand Four
13 Hundred Dollars and Zero Cents (\$9,400.00).

14 4. For purposes of this Final Approval Order and Judgment and this Settlement only,
15 the Court hereby confirms the appointment of Plaintiff Jose Luis Topete Perez as the Class
16 representative for the Class Members. Further, the Court finally approves the Service Award, as
17 fair and reasonable, to Plaintiff in the amount of Five Thousand Dollars and Zero Cents
18 (\$5,000.00). The Court hereby orders the Settlement Administrator to distribute the Service
19 Award to Plaintiff in accordance with this Order and the provisions of the Settlement.

20 5. For purposes of this Final Approval Order and Judgment and this Settlement only,
21 the Court hereby confirms the appointment of Scott M. Lidman, Elizabeth Nguyen, and Milan
22 Moore of Lidman Law, APC, and Paul K. Haines of the Haines Law Group, APC, as Class
23 Counsel for the Class Members. Further, the Court finally approves the payment of the Class
24 Counsel Fees Award in the amount of Sixty-Six Thousand Six Hundred Sixty-Six Dollars and
25 Sixty-Six Cents (\$66,666.66) as fair and reasonable. The Class Counsel Fees Award shall be
26 allocated to Class Counsel as follows: Twenty-Six Thousand Six Hundred Sixty-Six Dollars and
27 Sixty-Six Cents (\$26,666.66) to Lidman Law, APC and Forty Thousand Dollars and Zero Cents
28 (\$40,000.00) to Haines Law Group, APC. Class Counsel’s receipt of the Class Counsel Fees

1 Award shall fully satisfy all fees incurred by Class Counsel that represented Plaintiff, Class
2 Members, and PAGA Affected Employees in the Action. No other attorneys or law firms shall be
3 entitled to any award of attorneys' fees from Defendant in any way connected with the Action.
4 The Court hereby orders the Settlement Administrator to distribute the Class Counsel Fees Award
5 in accordance with the provisions of this Order and the Settlement Agreement.

6 6. For purposes of this Final Approval Order and Judgment and this Settlement only,
7 the Court finally approves the payment of the Class Counsel Costs Award in the amount of Seven
8 Thousand Sixty-Eight Dollars and Eighty-Seven Cents (\$7,068.87) as fair and reasonable. The
9 Class Counsel Costs Award shall be allocated to Class Counsel as follows: Seven Thousand
10 Sixty-Eight Dollars and Eighty-Seven Cents (\$7,068.87) to Haines Law Group, APC. Class
11 Counsel's receipt of the Class Counsel Costs Award shall fully satisfy all litigation costs incurred
12 by Class Counsel that represented Plaintiff, Class Members, and PAGA Affected Employees in
13 the Action. No other attorneys or law firms shall be entitled to any award of costs from Defendant
14 in any way connected with the Action. The Court hereby orders the Settlement Administrator to
15 distribute the Class Counsel Costs Award in accordance with the provisions of this Order and the
16 Settlement Agreement.

17 7. For purposes of this Final Approval Order and Judgment and this Settlement only,
18 the Court hereby approves the PAGA Distribution Amount in the amount of Twenty Thousand
19 Dollars and Zero Cents (\$20,000.00) as fair and reasonable. Pursuant to the terms of the
20 Settlement Agreement, seventy-five percent (75%) of the PAGA Distribution Amount (*i.e.*,
21 \$15,000.00) shall be distributed to the LWDA and twenty-five percent (25%) of the PAGA
22 Distribution Amount (*i.e.*, \$5,000.00) shall be distributed to the PAGA Affected Employees.
23 Payment of the PAGA Distribution Amount shall resolve all claims for civil penalties under
24 PAGA for the PAGA Claims alleged in the Action. The Court hereby orders the Settlement
25 Administrator to distribute the PAGA LWDA Payment to the LWDA and to distribute the PAGA
26 Affected Employee Payments to the PAGA Affected Employees in accordance with the
27 provisions of this Order and the Settlement Agreement.

1 8. For purposes of this Final Approval Order and Judgment and this Settlement only,
2 the Court hereby approves the Class Member Payments in the amount of Ninety-One Thousand
3 Eight Hundred Sixty-Four Dollars and Forty-Seven Cents (\$91,864.47) as fair, reasonable, and
4 adequate. The Court hereby orders the Settlement Administrator to distribute the Class Member
5 Payments to Participating Class Members in accordance with the provisions of this Order and the
6 Settlement Agreement.

7 9. As of Defendant’s funding of the Gross Settlement Amount, Plaintiff – on behalf
8 of himself, the State of California, and all PAGA Affected Employees – shall be deemed to have
9 released Defendant Production Resource Group, L.L.C. and its subsidiaries, affiliates, and/or
10 parent companies, employee benefit plans sponsored or maintained by any of the foregoing, their
11 attorneys, and their respective successors and predecessors in interest; all of their respective
12 officers, directors, managers, employees, administrators, fiduciaries, trustees, beneficiaries, and
13 agents; and each of their past, present, and future officers, directors, shareholders, managers,
14 employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers,
15 and reinsurers (“Released Parties”)¹ from any and all claims, rights, demands, liabilities, and
16 causes of action of every nature and description, whether known or unknown, for civil penalties
17 that arose during the PAGA Period and were actually asserted or that could have been asserted in
18 the Complaint filed by the Plaintiff in the Action on October 7, 2020 (hereinafter, the “operative
19 Complaint”) and Plaintiff’s July 16, 2020 letter to the California Labor and Workforce
20 Development Agency (“LWDA”) on behalf of himself, the State of California, and/or PAGA
21 Affected Employees based on the facts alleged in and/or in support of Plaintiff’s second cause of
22 action alleging a PAGA claim for alleged violation of California Labor Code sections 226.7 and
23 516 and the applicable Industrial Welfare Commission (“IWC”) Wage Order, including but not
24 limited to claims for: (a) civil penalties pursuant to PAGA for failure to provide rest periods or
25 compensation in lieu thereof in violation of California Labor Code sections 226.7 and 516 and the
26

27 ¹ Notwithstanding the foregoing, the Released Parties do not include any individual who is a
28 Class Member.

1 applicable IWC Wage Order; (b) declaratory relief to determine whether the rest period practices
2 alleged in the operative Complaint and Plaintiff's July 16, 2020 letter to the LWDA are unlawful;
3 (c) injunctive relief to halt any rest period practices alleged in the operative Complaint and
4 Plaintiff's July 16, 2020 letter to the LWDA to be unlawful; (d) attorneys' fees and costs incurred
5 to prosecute the operative Complaint and Plaintiff's July 16, 2020 letter to the LWDA on behalf
6 of the State of California and PAGA Affected Employees, including but not limited to fees
7 incurred for the services of Class Counsel or any other counsel; and (e) any other derivative
8 remedies, penalties, and interest available under the law based on the facts alleged in the Action
9 with respect to Plaintiff's rest period allegations, including but not limited to California Labor
10 Code sections 204, 210, 226.7, 516, 558, and 1174 and the applicable IWC Wage Order. "PAGA
11 Claims" also includes all claims that Plaintiff, the State of California, and/or PAGA Affected
12 Employees may have against the Released Parties relating to: (a) the payment, taxation, and
13 allocation of attorneys' fees and costs to Class Counsel pursuant to this Settlement Agreement;
14 (b) the payment, taxation, and allocation of Plaintiff's Service Award pursuant to this Settlement
15 Agreement; and (c) the payment, taxation, and allocation of payments to PAGA Affected
16 Employees ("PAGA Claims"). All PAGA Claims are released for the PAGA Period, which is
17 defined as July 16, 2019 through and including April 1, 2021. Plaintiff, the State of California,
18 and PAGA Affected Employees may discover facts in addition to or different from those they
19 now know or believe to be true with respect to the subject matter of the Released PAGA Claims,
20 but upon Defendant's funding of the Gross Settlement Amount, shall be deemed to have, and by
21 operation of the Final Approval Order and Judgment shall have, fully, finally, and forever settled
22 and released any and all of the PAGA Claims. Plaintiff, the State of California, and all PAGA
23 Affected Employees, as of Defendant's funding of the Gross Settlement Amount, are hereby
24 forever barred and enjoined from prosecuting the PAGA Claims against the Released Parties.

25 10. As of Defendant's funding of the Gross Settlement Amount, Plaintiff and each of
26 the Participating Class Members shall be deemed to have released the Released Parties from any
27 and all claims, rights, demands, liabilities, and causes of action of every nature and description,
28 whether known or unknown, for wages, benefits, and related penalties that arose during the Class

1 Period and were actually asserted or that could have been asserted in the operative Complaint by
2 the Plaintiff on behalf of himself and/or the Class Members based on the facts alleged in and/or in
3 support of Plaintiff's first cause of action alleging a class claim for alleged violation of California
4 Labor Code section 226, including but not limited to claims for: (a) statutory penalties, civil
5 penalties, and damages for failure to timely provide accurate, itemized wage statements in
6 violation of California Labor Code section 226; (b) declaratory relief to determine whether the
7 wage statement practices alleged in the operative Complaint are unlawful; (c) injunctive relief to
8 halt any wage statement practices alleged in the operative Complaint to be unlawful;
9 (d) restitution and an order requiring Defendant to restore and disgorge funds to each Class
10 Member acquired by means of any act or practice relating to wage statements alleged in the
11 operative Complaint to be unlawful; (e) attorneys' fees and costs incurred to prosecute the Action
12 on behalf of Class Members, including but not limited to fees incurred for the services of Class
13 Counsel or any other counsel; and (f) any other derivative remedies, penalties, and interest
14 available under the law based on the facts alleged in the Action with respect to Plaintiff's wage
15 statement allegations, including but not limited to California Labor Code section 226 and the
16 applicable IWC Wage Order. "Class Claims" also includes all claims that Plaintiff and/or Class
17 Members may have against the Released Parties relating to: (a) the payment, taxation, and
18 allocation of attorneys' fees and costs to Class Counsel pursuant to this Settlement Agreement;
19 (b) the payment, taxation, and allocation of Plaintiff's Service Award pursuant to this Settlement
20 Agreement; and (c) the payment, taxation, and allocation of payments to Class Members ("Class
21 Claims"). All Class Claims are released for the Class Period, which is defined as April 6, 2019
22 through and including August 20, 2020. Plaintiff and Participating Class Members may discover
23 facts in addition to or different from those they now know or believe to be true with respect to the
24 subject matter of the Released Class Claims, but upon Defendant's funding of the Gross
25 Settlement Amount, shall be deemed to have, and by operation of the Final Approval Order and
26 Judgment shall have, fully, finally, and forever settled and released any and all of the Class
27 Claims. All Participating Class Members, as of Defendant's funding of the Gross Settlement
28

1 Amount, are hereby forever barred and enjoined from prosecuting the Released Class Claims
2 against the Released Parties.

3 11. The terms of the Settlement Agreement, and this Final Approval Order and
4 Judgment, are binding on Plaintiff, the State of California, Participating Class Members, and the
5 PAGA Affected Employees, as well as their heirs, executors, administrators, successors, and
6 assigns, and those terms shall have *res judicata* and other preclusive effect in all pending and
7 future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons, to
8 the extent those claims, lawsuits or other proceedings fall within the scope of Class
9 Claims and/or PAGA Claims as set forth in the Settlement Agreement.

10 12. In consideration for the promises and payments set forth in the Settlement
11 Agreement, to which Plaintiff is otherwise not entitled, Plaintiff agreed to completely,
12 irrevocably, unconditionally, and generally release the Released Parties from any and all charges,
13 complaints, claims, causes of action, debts, sums of money, controversies, agreements, promises,
14 damages, and liabilities of any kind or nature whatsoever, both at law and equity, known or
15 unknown, suspected or unsuspected, arising from conduct occurring on or before the date of
16 Plaintiff's execution of the Settlement Agreement, related to the Plaintiff's employment with
17 Defendant and/or the Action, including but not limited to any rights or claims arising under the
18 California Constitution; the California Labor Code; the California Business & Professions Code;
19 the California Code of Regulations; the California Fair Employment and Housing Act; the Fair
20 Labor Standards Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities
21 Act; federal and state family leave statutes; and any and all other federal, state, and local laws,
22 statutes, executive orders, regulations, and common law, including contract, employment, and tort
23 law. This Complete and General Release includes a 1542 Waiver, as defined in the Settlement
24 Agreement. Plaintiff may discover facts in addition to or different from those he now knows or
25 believes to be true with respect to the subject matter of the Complete and General Release, but
26 upon Defendant's funding of the Gross Settlement Amount, shall be deemed to have, and by
27 operation of the Final Approval Order and Judgment shall have, fully, finally, and forever settled
28 and released any and all of the claims covered by the Complete and General Release as of the

1 date of Plaintiff's execution of the Settlement Agreement. Plaintiff agrees and understands that
2 Defendant and Plaintiff have had a bona fide dispute regarding, inter alia, wages owed.

3 13. Neither this Final Approval Order and Judgment, the Settlement Agreement, nor
4 any document referred to herein, nor any action taken to carry out the Settlement Agreement is,
5 may be construed as, or may be used as an admission by or against Defendant or any of the other
6 Released Parties of any fault, wrongdoing, or liability whatsoever. Nor is this Final Approval
7 Order and Judgment a finding of the validity of any of the Class Claims of PAGA Claims in the
8 Action or of any wrongdoing by Defendant or any of the other Released Parties. The entering into
9 or carrying out of the Settlement Agreement, and any negotiations or proceedings related thereto,
10 shall not in any event be construed as, or deemed to be evidence of, an admission or concession
11 with regard to the denials or defenses by Defendant or any of the other Released Parties and shall
12 not be offered in evidence against Defendant or any of the Released Parties in any action or
13 proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other
14 than to enforce the provisions of this Final Approval Order and Judgment, the Settlement
15 Agreement, or any related agreement or release. Notwithstanding these restrictions, any of the
16 Released Parties may file in the Action or in any other proceeding this Final Approval Order and
17 Judgment, the Settlement Agreement, or any other papers and records on file in the Action as
18 evidence of the Settlement and to support a defense of *res judicata*, collateral estoppel, release,
19 waiver, or other theory of claim preclusion, issue preclusion, or similar defense.

20 14. In the event that the Settlement does not become final and effective in accordance
21 with the terms of the Settlement Agreement, then this Final Approval and Judgment and all orders
22 entered in connection herewith, including any order of certification and appointment of a class
23 representative or Class Counsel, shall be rendered null and void and be vacated. Moreover, any
24 funds tendered by Defendant shall be returned and/or retained by Defendant consistent with the
25 terms of the Settlement.

26 15. Without in any way affecting the finality of this Final Approval Order and
27 Judgment, this Court hereby retains continuing jurisdiction as to all matters relating to the
28 interpretation, implementation, and enforcement of the terms of the Settlement.

1 16. After administration of the Settlement has been completed in accordance with the
2 Settlement Agreement, including the expiration of the 150-day check cashing deadline, the
3 Settlement Administrator shall file a report with this Court certifying compliance with the terms
4 of the Settlement.

5 17. The Settlement Administrator shall file a declaration regarding the disbursement of
6 Settlement funds on or before August 23, 2024.

7 18. A compliance hearing is set for August 30, 2024 at 9:00 a.m.

8 19. This document shall constitute a final judgment pursuant to California Rule of
9 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
10 approval hearing, the court must make and enter judgment. The judgment must include a
11 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
12 judgment. The court may not enter an order dismissing the action at the same time as, or after,
13 entry of judgment.”

14 **IT IS SO ORDERED.**

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16 DATED: _____, 2022

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18 _____
19 Hon. Judge Maren Nelson
20 Judge of the California Superior Court
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