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5 Attorneys for Plaintiff,
RAYSHAWN GRAY, on behalf of
6 himself and all others similarly situated

FILED
Superior Court of California
County of Los Angeles
09/22/2022
Sherri R. Carter, Executive Officer / Clerk of Court
By: A. Morales Deputy

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE**
10

11 RAYSHAWN GRAY, on behalf of himself)
and all others similarly situated,)
12)
13 Plaintiffs,)
14 v.)
15 TRI TEK ELECTRONICS, INC., a California)
corporation; and DOES 1 through 100,)
16 Inclusive)
17 Defendants.)

CASE NO.: 20STCV25083
[Assigned for all purposes to the Hon.
Lawrence P. Riff - Dept. "7"]
~~PROPOSED~~ **ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT,
APPLICATION FOR ATTORNEYS'
FEES AND COSTS, AND
ENHANCEMENT AWARD**
DATE: September 15, 2022
TIME: 11:00 a.m.
DEPT.: 7

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21 This matter having come before the Court on September 15, 2022 for final fairness hearing
22 pursuant to the Order of this Court on June 3, 2022 granting preliminary approval ("Preliminary
23 Approval Order") of the class settlement upon the terms set forth in the Joint Stipulation for Class
24 Action Settlement and the Amendment to Joint Stipulation for Class Action Settlement
25 ("Settlement Agreement") submitted in support of Motion for Preliminary Approval of Class
26 Settlement; and due and adequate notice having been given to the Class Members as required in
27 Preliminary Approval Order and the Court having considered all papers filed and proceedings had
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herein and otherwise being fully informed and good cause appearing therefor, it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Motion for Final Approval of Class Action Settlement, Enhancement Award and Reasonable Attorneys' Fees and Costs is hereby granted in its entirety.

2. All terms used herein shall have the same meaning as defined in the Settlement Agreement.

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

4. Distribution of the Notice of Class Action Settlement ("Class Notice") directed to the Class Members as set forth in the Settlement Agreement and the other matters set forth herein have been completed in conformity with the Preliminary Approval Order, including individual notice to all Class Members who could be identified through reasonable effort, and was the best notice practicable under the circumstances. This Class Notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed class settlement set forth in the Settlement Agreement, to all persons entitled to such Class Notice, and the Class Notice fully satisfied the requirement of due process.

5. No Class Member opted-out of the settlement. No Class Member objected to the settlement.

6. The Court further finds that the settlement is fair, reasonable and adequate and that plaintiffs have satisfied the standards and applicable requirements for final approval of class action settlement under California law, including the provisions of California Code of Civil Procedure §382 and Federal Rules of Civil Procedure 23, approved for use by the California state courts in Vasquez v. Superior Court (1971) 4 Cal.3d 800, 821.

1 7. This Court hereby approves the class settlement set forth in the Settlement
2 Agreement and finds that the settlement is, in all respects, fair, adequate and reasonable and
3 directs the parties to effectuate the settlement according to its terms. The Court finds that the
4 settlement has been reached as a result of intensive, serious and non-collusive arms length
5 negotiations. The Court further finds that the parties have conducted extensive and costly
6 investigation and research and counsel for the parties are able to reasonably evaluate their
7 respective positions. The Court also finds that settlement at this time will avoid additional
8 substantial costs, as well as avoid the delay and risks that would be presented by the further
9 prosecution of the action. The Court has noted the significant benefits to the Class Members
10 under the settlement. The Court also finds that the class is properly certified as a class for
11 settlement purposes only.

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13 8. For settlement purposes only, the Court certifies the following class: All current
14 and former hourly non-exempt employees of Defendant employed in California during the period
15 of July 1, 2016 through June 28, 2021.

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17 9. PAGA Group Members shall be defined as: All current and former hourly non-
18 exempt employees of Defendants within California at any time during the period from July 1,
19 2020 through June 28, 2021.

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21 10. Upon Defendant fully funding the Gross Settlement Amount and employer's share
22 of payroll taxes, all Class Members, except those that have submitted a valid and timely request to
23 be excluded from the Settlement Agreement, do and will be deemed to have fully, finally and
24 forever released, settled, compromised, relinquished and discharged Defendant and Defendant's
25 former and present parents, subsidiaries and affiliated companies and entities and their current,
26 former and future owners, officers, directors, members, managers, employees, consultants,
27 partners, affiliates, subsidiaries, shareholders, attorneys, insurers, joint venturers and agents, any
28 successors, assigns, or legal representatives and any individual or entity who or which could be

1 jointly liable with Defendant and all persons or entities acting by, through, under or in concert
2 with any of them (“Released Parties”) of and from any and all California wage and hour claims,
3 penalties, interest, and causes of action, arising from or related to the claims pled in Plaintiff’s
4 operative complaint (“Complaint”) or that could have been pled in the Complaint based on the
5 factual allegations pled in the Complaint, including claims for allegedly unpaid minimum and
6 overtime wages, failure to provide compliant meal breaks, inaccurate wage statements, failure to
7 pay all wages owed upon termination under the California Labor Code, or applicable wage
8 order(s), unfair competition claims under the California Business & Professions Code §17200, et
9 seq. based on the Labor Code violations alleged in the Complaint, and any penalties, restitution,
10 disgorgement, interest or attorneys’ fees that occurred during the period of July 1, 2016 through
11 June 28, 2021.

12
13 11. PAGA Group Members released any and all claims for civil penalties under PAGA
14 [Cal. Lab. Code §§2699, et seq.] based on the labor code violations alleged in the operative
15 complaint and Plaintiff’s notice sent to the LWDA, including all attorneys’ fees and costs related
16 thereto, regardless of whether PAGA Group Members opt out from the Settlement Agreement,
17 during the period of July 1, 2020 through June 28, 2021.

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19 12. Nothing contained in this Settlement Agreement shall be construed or deemed an
20 admission of liability, culpability, negligence, or wrongdoing on the part of Defendants. Each of
21 the parties has entered into this Settlement Agreement with the intention to avoid further disputes
22 and litigation, and the attendant inconvenience and expense. This Settlement Agreement shall be
23 inadmissible in evidence in any action or proceeding, except an action or proceeding to approve,
24 interpret, or enforce its terms.

25
26 13. The Settlement Agreement provides for the “Gross Settlement Amount” in the
27 amount of \$385,000. From the Gross Settlement Amount individual settlement payments to Class
28 Members, Court approved attorneys’ fees and costs, the claims administrative costs, the class

1 representative enhancement fee, and payment to the LWDA for PAGA penalties in the amount of
2 \$7,500 shall be deducted. Defendant shall fund the employer's share of payroll taxes in addition
3 to the Gross Settlement Amount. The payment of the settlement funds by Defendant and payment
4 of individual settlement checks to Class Members will be made as set forth in the Settlement
5 Agreement.

6
7 14. The Court hereby awards Class Counsel attorneys' fees in the total amount of
8 \$128,333.33 which is approximately 33.33% of the Gross Settlement Amount and to be deducted
9 therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of
10 \$10,146.67 to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be
11 paid by the Claims Administrator from the Gross Settlement Amount as set forth in the Settlement
12 Agreement.

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14 15. The Court hereby approves an enhancement fee to Plaintiff in the amount of
15 \$7,500. Payment for the enhancement fee will be paid by the Claims Administrator from the
16 Gross Settlement Amount as set forth in the Settlement Agreement.

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18 16. The Court hereby approves the claims administrator's fees and cost in the amount
19 of \$4,500. The claims administrator, Simpluris, Inc., shall be paid the cost of administration of
20 the settlement from the Gross Settlement Amount.

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22 17. Except as expressly provided herein, the parties each shall bear all of their own fees
23 and costs in connection with this matter.

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25 18. The Court approves the named Plaintiff as class representative.

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27 19. The Court approves Michael Nourmand, Esq. and James A. De Sario, Esq. of The
28 Nourmand Law Firm, APC as class counsel.

1 20. The Court approves Simpluris, Inc. as the claims administrator.

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3 21. Upon completion of administration of the settlement, the claims administrator shall
4 execute a declaration with a final reporting with respect to the final distribution and payment of
5 the individual settlement payments to participating Class Members. The declaration regarding
6 distribution from the claims administrator must be filed with the Court by **April 17, 2023**. A non-
7 appearance case review regarding the status of the declaration from the claims administrator is set
8 for **April 24, 2023**, at 9:00 a.m., in Department 7 of the above-entitled Court.

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10 22. The Court finds that class settlement on the terms set forth in the Settlement
11 Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of
12 the released claims against Defendant.

13
14 23. The Court finds the class settlement on the terms set forth in the Settlement
15 Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of
16 the released claims against Defendant. Without affecting the finality of the Judgment in any way,
17 this Court hereby retains continuing jurisdiction over the interpretation, implementation and
18 enforcement of the settlement and all orders and judgments entered in connection therewith.

19 **IT IS SO ORDERED.**

20 DATED: 09/22/2022
21 _____



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

Lawrence P. Riff / Judge

HONORABLE LAWRENCE P. RIFF
LOS ANGELES COUNTY SUPERIOR COURT

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the County of Los Angeles, State of California. I am over the age of 18 and
4 not a party to the within entitled action; my business address is 8822 West Olympic Boulevard,
Beverly Hills, California 90211.

5 On September 21, 2022, I served the following document(s) described as:

6 **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION**
7 **SETTLEMENT, APPLICATION FOR ATTORNEYS' FEES AND COSTS, AND**
ENHANCEMENT AWARD

8 on the interested parties in this action addressed as follows:

9 Brian E. Kogle, Esq.
10 Michael R. Fostakowsky, Esq.
Ransom D. Boynton, Esq.
11 GREENSPOON MARDER LLP
1875 Century Park East, Suite 1900
12 Los Angeles, California 90067

13 BY NOTICE OF ELECTRONIC FILING THROUGH CASE ANYWHERE: I caused a
14 true and correct copy of the above listed document(s) to be served by electronic transmission to
the parties and/or counsel who are registered above and set forth in said service list.

15 I declare under penalty of perjury under the laws of the State of California that the above is
16 true and correct and that this Proof of Service was executed on September 21, 2022, at Beverly
17 Hills, California.

18
19 /s/ Alejandra Beltran
20 Alejandra Beltran
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