

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: 260286 NAME: Simon L. Yang FIRM NAME: DIVERSITY LAW GROUP STREET ADDRESS: 515 S. Figueroa Street, Suite 1250 CITY: Los Angeles STATE: CA ZIP CODE: 90071 TELEPHONE NO.: (213) 488-6555 FAX NO.: E-MAIL ADDRESS: sly@diversitylaw.com ATTORNEY FOR (name): Plaintiff Tara Joy	FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 751 W. Santa Ana Blvd. MAILING ADDRESS: CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME: Civil Complex Center	
PLAINTIFF/PETITIONER: Tara Joy DEFENDANT/RESPONDENT: Control Air Enterprises LLC OTHER:	CASE NUMBER: 30-2020-01155488-CU-OE-CXC
PROPOSED ORDER (COVER SHEET)	JUDICIAL OFFICER: Hon. Lon F. Hurwitz DEPT: CX103

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:
Plaintiff Tara Joy

2. Title of the proposed order:
[Proposed] Order Granting Motion for Final Approval of Class Action Settlement and Final Judgment

3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: Motion for Final Approval of Class Action Settlement
 - b. Date and time: August 25, 2023, at 1:30pm
 - c. Place: 751 West Santa Ana Boulevard, Santa Ana, California 92701

4. The proposed order was served on the other parties in the case.

Simon L. Yang

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:

Joy v. Control Air Enterprises

CASE NUMBER:

30-2020-01155488-CU-OE-CXC

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

515 S. Figueroa Street, Suite 1250, Los Angeles, CA 90071

b. My electronic service address is (*specify*): olympia@diversitylaw.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

Ann K. Smith and Sarkis A. Atoyan of Atkinson Andelson Loya Ruud & Romo on behalf of Defendants Control Air Enterprises LLC and Control Air Conditioning Corp.

b. To (*electronic service address of person served*): ASmith@aalrr.com; Sarkis.Atoyan@aalrr.com

c. On (*date*): August 3, 2023

☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: August 3, 2023

Olympia Pena

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

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Attorneys for Plaintiff and the Class

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

TARA JOY, as a private attorney general and as
an individual and on behalf of all others similarly
situated,

Plaintiffs,

vs.

CONTROL AIR ENTERPRISES LLC, a
Delaware limited liability company; CONTROL
AIR CONDITIONING CORP., a California
corporation; and DOES 1 through 50, inclusive,

Defendants.

Case No. 30-2020-01155488-CU-OE-CXC

[Hon. Lon F. Hurwitz, Department CX103]

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

Date: August 25, 2023
Time: 1:30 p.m.
Department: CX103

1 On or about August 3, 2023, Plaintiff, Tara Joy, filed a motion for an Order Granting Final
2 Approval of Class Action Settlement, and on August 25, 2023, a hearing was held on this matter.

3 The Court has considered the papers and evidence, including the Joint Stipulation of Class
4 Action and PAGA Settlement (the “Agreement”), the arguments of counsel, and all other matters
5 presented to the Court regarding final approval of the settlement, approval of requested allocations from
6 the settlement fund, and entry of final judgment.

7 **I. Recital**

8 On August 17, 2020, Plaintiff, Tara Joy, initiated this class and Labor Code Private Attorneys
9 General Act of 2004 (“PAGA”) action against Defendants Control Air Enterprises LLC and Control Air
10 Conditioning Corp. On behalf of a putative class of current and former employees of Defendants in the
11 State of California and as a proxy for the State, the Action pursues class action and PAGA claims for
12 Defendants’ alleged failures to (i) furnish Plaintiff and other employees with wage statements showing
13 the name and address of the legal entity that was their employer and (ii) pay Plaintiff and other
14 employees their accrued vacation or “PTO” when their employments were terminated. Defendants deny
15 the allegations.

16 **A. Class Members**

17 The Class is defined to include all members of the “Wage Statement Class” and “Vacation
18 Class”: (1) all non-union employees who were issued wage statements from May 29, 2019, through
19 August 9, 2020 (the “Wage Statement Class”); and (2) all employees whose employment with Control
20 Air Conditioning Corp. ended on May 31, 2019 (the “Vacation Class”). There are 355 individuals that
21 comprise the Class.

22 **B. Operation of the Settlement**

23 Pursuant to the Court’s May 3, 2023 Preliminary Approval Order, the Court conditionally
24 certified the Class and granted preliminary approval to the settlement. The Preliminary Approval Order
25 also approved of the proposed forms of notice to the Class. The Court entered the Preliminary Approval
26 Order after review and consideration of all of the pleadings filed in connection herewith, and the oral
27 presentations made by counsel at the hearing. In compliance with the Preliminary Approval Order, the
28

1 Notice of Class Action Settlement (“Class Notice”) was sent to all Class Members via first class mail.
2 The notice process was timely completed.

3 **II. Finding**

4 This Court finds that the Agreement appears to be the product of serious, informed, non-
5 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment
6 to any individuals. The Court further finds that the Agreement is fair, adequate, and reasonable and that
7 Plaintiff has satisfied the standards for final approval of a class action settlement under California law.
8 Under the provisions of California Code of Civil Procedure section 382 and Rule 23 of the Federal
9 Rules of Civil Procedure, as approved for use in *Vasquez v. Superior Court*, 4 Cal. 3d 800, 821 (1971),
10 the trial court has discretion to certify a class where:

11 [Q]uestions of law or fact common to the members of the class predominate over any questions
12 affecting only individual members, and that a class action is superior to the available methods for
the fair and efficient adjudication of the controversy

13 FED. R. CIV. PROC. 23.

14 Certification of a settlement class is the appropriate judicial device under these circumstances.

15 **III. Order**

16 Good cause appearing **IT IS HEREBY ORDERED AND ADJUDICATED** as follows:

17 1. For purposes of this Order, the Court adopts all defined terms as set forth in the
18 Agreement.

19 2. The Court has jurisdiction over the subject matter of the litigation, the Class
20 Representative, Settlement Class Members, and Defendants.

21 3. The Court finds that the dissemination of the Class Notice to the Class Members by the
22 appointed Settlement Administrator, Phoenix Settlement Administrators, constituted the best notice
23 practicable under the circumstances to all Class Members, and fully met the requirements of California
24 law and due process under the State and Federal Constitutions.

25 4. The Court approves the settlement of the above-captioned action, as set forth in the
26 Agreement, as fair, adequate, and reasonable to the Parties and Class Members. The Parties are directed
27 to perform in accordance with the terms set forth in the Agreement.
28

1 5. Except as otherwise provided in the Agreement, the Parties are to bear their own costs
2 and attorneys' fees.

3 6. The Court hereby certifies the following Class of all members of the "Wage Statement
4 Class" and "Vacation Class": (1) all non-union employees who were issued wage statements from May
5 29, 2019, through August 9, 2020 (the "Wage Statement Class"); and (2) all employees whose
6 employment with Control Air Conditioning Corp. ended on May 31, 2019 (the "Vacation Class").

7 7. With respect to the Class and for purposes of approving the settlement only and for no
8 other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable and so
9 numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to
10 the Class, and there is a well-defined community of interest among members of the Class with respect to
11 the subject matter of the non-exempt claims in the Action; (c) the claims of Class Representative are
12 typical of the claims of the members of the Class; (d) the Class Representative has fairly and adequately
13 protected the interests of the members of the Class; (e) a class action is superior to other available
14 methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class
15 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in his individual and
16 representative capacities and for the Class.

17 8. Defendants shall deposit the Gross Settlement Amount of \$750,000.00 with the
18 Administrator, pursuant to the terms of the Agreement.

19 9. From the Gross Settlement Amount, the Administrator shall pay:

- 20 • to Class Counsel attorneys' fees in the amount of \$250,000.00 and reimbursement of
21 costs in the amount of \$7,402.29;
- 22 • to Class Representative Tara Joy for her unique services to the Class, and as
23 consideration for the execution of a general release, the amount of \$10,000.00;
- 24 • to the California Labor and Workforce Development Agency the amount of
25 \$15,000.00 for its 75% share of PAGA Penalties; and
- 26 • to Phoenix Settlement Administrators the amount of \$9,500.00 for its fees and costs
27 in administering the settlement.

1 10. The Court finds that these amounts are fair and reasonable. The Administrator is directed
2 to make such payments in accordance with the terms of the Agreement.

3 11. The Court approves the Individual Settlement Payment and PAGA payment amounts,
4 which shall be distributed by the Administrator pursuant to the terms of the Agreement, after allocation
5 of the amounts set forth in Paragraph 9.

6 12. The Court hereby orders the parties to implement the terms of the Agreement, including
7 distributing the funds from any uncashed settlement checks to the State Unclaimed Property Fund in the
8 name of the recipient.

9 13. A compliance hearing is set for [July 26, 2024], at 1:30 p.m. in Department CX103 of
10 this Court. At least 10 days prior to the compliance hearing, Plaintiff shall file a declaration from the
11 Administrator establishing the status of distribution of settlement funds.

12 14. All Class Members shall be bound by the releases provided in the Agreement. The Class
13 Representative shall be bound by the additional general release provided in the Agreement.

14 **IV. Judgment**

15 The Court hereby enters final judgment in this case in accordance with the terms of the
16 Settlement, Preliminary Approval Order, and this Order. Pursuant to Rule 3.769(h) of the California
17 Rules of Court, and without affecting the finality of the Settlement or Judgment entered, this Court shall
18 retain exclusive and continuing jurisdiction over the action and the Parties, including all Settlement
19 Class Members, for purposes of enforcing this Judgment.

20 Pursuant to Code of Civil Procedure section 668.5, judgment shall be entered as of the filing of
21 this judgment. This judgment makes no finding of any violation of the Labor Code, liability, or other
22 wrongdoing. None of the settlement or any of its terms, the order approving the settlement, or this
23 judgment are an admission of any liability or finding of any violation of the Labor Code.

24 **IT IS SO ORDERED AND ADJUDGED.**

25 DATED: _____, 2023

THE HONORABLE LON F. HURWITZ