

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

MAYRA OSORIO and TROY BLANTON, on
behalf of themselves and all others similarly
situated;

Plaintiff,

v.

ISC ENGINEERING, LLC, a Delaware Limited
Liability Company; MUSTARD SEED
TECHNOLOGIES, INC., a California
Company,

Defendants.

CASE NO.: 30-2021-01188961-CU-OE-CXC

*Assigned to Hon. Melissa R. McCormick,
Department CX105*

**ORDER AND JUDGMENT OF FINAL
CLASS ACTION AND PAGA
SETTLEMENT APPROVAL**

1 The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set
2 forth in the Class Action and PAGA Settlement Agreement and its Addendum (together,
3 “Settlement Agreement”) came for a hearing in Department CX105 of the above-entitled court
4 on August 14, 2025.

5 Having considered the Final Approval Motion, the Settlement Agreement, the
6 Declarations, the supplemental filings, and all other materials properly before the Court, the
7 Court finds that the Settlement Agreement was entered by all parties in good faith, and good
8 cause appearing,

9 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

10 1. The Court, for purposes of this Order and Judgment, refers to all defined terms
11 (*i.e.*, terms with initial capitalization) as set forth in the Settlement Agreement.

12 2. The Court has jurisdiction over the subject matter over this Action, the Class
13 Representatives, the Class Members, and Defendants.

14 3. For purposes of effectuating this Order and Judgment, the Court, for settlement
15 purposes only, finds that the proposed Class is ascertainable and that there is a sufficiently
16 defined community of interest among the Class Members in questions of law and fact. The
17 Court, therefore, certifies the following Class, for settlement purposes only:

18 “all current and former individuals who are or previously were employed by
19 Defendants in California who were classified as non-exempt hourly employees
20 under California law during the Class Period (*i.e.*, March 15, 2017, through May
21 31, 2023).”

22 4. For purposes of effectuating this Order and Judgment, the Court, for settlement
23 purposes only, finds that the “Aggrieved Employees” are all persons who are or were previously
24 employed by Defendants in California classified as non-exempt employees at any time from
25 September 25, 2019 through May 31, 2023.

26 5. With respect to the Class, and for purposes of approving the Settlement
27 Agreement only, this Court finds and concludes as follows: (a) the Class Members are
28 ascertainable and so numerous that joinder of all members is impracticable; (b) there are

1 questions of law or fact common to the Class Members, and there is a well-defined community
2 of interest among the Class Members with respect to the subject matter of the Action; (c) the
3 claims of the Class Representatives are typical of the claims of the Class Members; (d) the Class
4 Representatives have fairly and adequately protected the interests of the Class Members; (e) a
5 class action is superior to other available methods for an efficient adjudication of this
6 controversy; and (f) the counsel of record for the Class Representatives (*i.e.*, Class Counsel) are
7 qualified to serve as counsel for the Plaintiffs in their individual and representative capacities
8 and for the Settlement Class.

9 6. The Court finds that the distribution of the Class Notice, as provided for in the
10 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable
11 under the circumstances to all Class Members and met the requirements of California law and
12 due process under the California and United States Constitution. Based on evidence and other
13 material submitted, the actual notice to the class was adequate.

14 7. There were no objections, requests for exclusions or disputes to the Settlement.

15 8. The Court approves the Settlement, as set forth in the Settlement Agreement as
16 fair, just, reasonable, and adequate. The Parties and the Settlement Administrator are ordered to
17 perform in accordance with the terms of the Settlement Agreement.

18 9. The Gross Settlement Amount is \$850,000. From this amount, the court awards
19 Class Counsel \$283,333.33 in attorneys' fees; awards Class Counsel \$13,773.73 in litigation
20 costs; awards each Class Representative \$7,500 in an enhancement payment (total of \$15,000);
21 awards \$7,500 in settlement administration expenses to ILYM Group, Inc.; and allocates
22 \$18,750 to the LWDA for PAGA penalties and \$6,250 to the Aggrieved Employees.

23 10. The Settlement Administrator is ordered to calculate the Participating Class
24 Member's Individual Class Payments and the Aggrieved Employees' Individual PAGA
25 Payments and issue all payments in accordance with the Settlement Agreement.

26 11. The following dates shall govern for purposes of implementing this Order and
27 Judgment:
28

Date Final Order is entered and no longer appealable	The Effective Date occurs.
Within fourteen (14) calendar days after the Effective Date	Defendants shall issue payment to the Settlement Administrator.
Within fourteen (14) calendar days after receipt of the final payment to the Settlement Administrator.	Settlement Administrator to issue all Individual Class Payments to the Participating Class Members, Individual PAGA Payments to the Aggrieved Employees, payment to Class Counsel for the Class Counsel Fee Payment and Litigation Expenses, the Service Payments to the Class Representatives, the payment to the LWDA for PAGA Penalties, and pay itself the Administrator Expenses Payment.
180 days after payments are issued	Deadline for Class Members to cash checks.
9 court days before the final accounting hearing.	Class Counsel shall file a declaration from the Settlement Administrator detailing the disbursements made, including the amount of any uncashed checks and the status of forwarding unclaimed funds to the State Controller
Date: June 25, 2026 Time: 9:00 a.m. Dept.: CX 105	Final Accounting Hearing

12. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representatives, the Class Members, and Defendants for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Order and Judgment. The Court retains jurisdiction over the Parties, Action, and the Settlement pursuant to Civil Procedure Code section 664.6 for purposes of (i) enforcing the Settlement Agreement and/or this Order and Judgment, (ii) addressing Settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

1 13. The Court hereby enters final judgment in accordance with the terms of the
2 Settlement Agreement, the July 10, 2024 Order Granting Preliminary Approval of Class Action
3 and PAGA Settlement, and this Order.

4
5 **IT IS SO ORDERED, AJUDGED AND DECREED.**

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8 Dated: August 15, 2025



JUDGE MELISSA R. McCORMICK