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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

RICARDO RAMIREZ, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

VICTORY DESIGN, INC. DBA
DESIGNING MANUFACTURING
INSTALLATION, an unknown business
entity; and DOES 1 through 100, inclusive;

Defendants.

Case No.: CIVDS2019970
[Consolidated with Case No.
CIVSB2100178]

Honorable Joseph T. Ortiz
Department S-17

CLASS ACTION

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

Date: April 1, 2025
Time: 1:30 p.m.
Department: S17

Class Action Filed: September 21, 2020
PAGA Action Filed: January 8, 2021
Trial Date: None Set

1 This matter has come before the Honorable Joseph T. Ortiz in Department S-17 of the
2 above-entitled Court, located at 247 West Third Street, San Bernardino, California 92415, on
3 Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and
4 Litigation Costs, and Enhancement Payment ("Motion for Final Approval"). Lawyers *for* Justice,
5 PC appeared on behalf of Plaintiff Ricardo Ramirez ("Plaintiff"), and Kring & Associates, APC
6 appeared on behalf of Defendant Victory Design Inc., dba Designing Manufacturing Installation
7 ("Defendant").

8 On October 18, 2024, the Court entered the Order Granting Preliminary Approval of Class
9 Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving
10 the settlement of the above-entitled action ("Action") in accordance with the Joint Stipulation of
11 Class Action and PAGA Settlement ("Settlement," "Agreement," or "Settlement Agreement"),
12 which, together with the exhibits annexed thereto set forth the terms and conditions for settlement
13 of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties' papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

17 1. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms used, but not defined herein, shall have the same meanings as in the
19 Settlement Agreement.

20 2. This Court has jurisdiction over the claims of the Class Members asserted in this
21 proceeding and over all parties to the Action.

22 3. The Court finds that the applicable requirements of California Code of Civil
23 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
24 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
25 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
26 hereby defined to include:

27 All current and former hourly-paid or non-exempt employees of Defendant
28 within the State of California employees at any time during the period from
September 21, 2016 through January 15, 2023 ("Class" or "Class

Members”).

4. The Court Approved Notice of Class Action Settlement (“Class Notice”) that was provided to the Class Members, fully and accurately informed the Class Members of all material elements of the Settlement and of their opportunity to participate in the Settlement, object to or comment on the Class Settlement, or to seek exclusion from the Class Settlement; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the State of California, the United States Constitution, due process and other applicable law. The Class Notice fairly and adequately described the Settlement and provided the Class Members with adequate instructions and a variety of means to obtain additional information.

5. Pursuant to California law, the Court hereby grants final approval of the Settlement and finds that it is reasonable and adequate, and in the best interests of the Class as a whole. More specifically, the Court finds that the Settlement was reached following meaningful discovery and investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”); that the Settlement is the result of serious, informed, adversarial, and arms-length negotiations between the parties; and that the terms of the Settlement are in all respects fair, adequate, and reasonable. In so finding, the Court has considered all of the evidence presented, including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the amount offered in the Settlement; the extent of investigation and discovery completed; and the experience and views of Class Counsel. The Court has further considered the absence of objections to or requests for exclusion from the Class Settlement submitted by Class Members. Accordingly, the Court hereby directs that the Settlement be affected in accordance with the Settlement Agreement and the following terms and conditions.

6. A full opportunity has been afforded to the Class Members to participate in the Final Approval Hearing, and all Class Members and other persons wishing to be heard have been heard. The Court also finds Class Members also have had a full and fair opportunity to exclude themselves from the Class Settlement. Accordingly, the Court determines that all Class Members who have not submitted a timely and valid Request for Exclusion from the Class Settlement

1 (“Settlement Class Members”), are bound by the Class Settlement and by this order and judgment
2 (“Final Approval Order”), and the State of California and all current and former hourly-paid or
3 non-exempt employees of Defendant within the State of California employed at any time during
4 the period from September 17, 2019 through January 13, 2023 (“PAGA Members”) are bound by
5 the PAGA Settlement and this Final Approval Order.

6 7. The Court finds that payment of Administration Costs in the amount of \$15,000.00
7 is appropriate for the services performed and costs incurred and to be incurred for the notice and
8 settlement administration process. It is hereby ordered that the Settlement Administrator,
9 Simpluris, Inc., shall issue payment to itself in the amount of \$15,000.00, in accordance with the
10 terms and methodology set forth in the Agreement.

11 8. The Court finds that the Enhancement Payment sought is fair and reasonable for
12 the work performed by Plaintiff on behalf of the Class. It is hereby ordered that the Settlement
13 Administrator issue payment in the amount of \$7,500.00 to Plaintiff Ricardo Ramirez for his
14 Enhancement Payment, according to the terms and methodology set forth in the Agreement.

15 9. The Court finds that allocation of \$120,000.00 toward penalties under the
16 California Private Attorneys General Act of 2004 (“PAGA Penalties”), is fair, reasonable, and
17 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
18 Penalties as follows: the amount of \$90,000.00 to the California Labor and Workforce
19 Development Agency (“LWDA Payment”), and the amount of \$30,000.00 to be distributed to the
20 PAGA Members (“Employee PAGA Amount”), in accordance with the terms and methodology
21 set forth in the Agreement.

22 10. The Court finds that the requested Attorneys’ Fees in the amount of \$266,666.67 to
23 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
24 sought. The requested attorneys’ fees to Class Counsel are fair, reasonable, and appropriate, and
25 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
26 amount of \$266,666.67 to Class Counsel for attorneys’ fees, in accordance with the terms and
27 methodology set forth in the Agreement.

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1 11. The Court finds that the requested Litigation Costs of \$17,441.69 to Class Counsel
2 is reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue
3 payment in the amount of \$17,441.69 to Class Counsel for reimbursement of litigation costs and
4 expenses, in accordance with the terms and methodology set forth in the Agreement.

5 12. The Court hereby orders that upon the Effective Date, Plaintiff and all Settlement
6 Class Members shall be conclusively determined to have given a release of any and all Released
7 Class Claims against the Released Parties, in accordance with the terms set forth in the Settlement
8 Agreement.

9 13. The Court hereby orders that upon the Effective Date, Plaintiff, the State of
10 California, and all PAGA Members shall be conclusively determined to have given a release of
11 any and all Released PAGA Claims against the Released Parties, in accordance with the terms set
12 forth in the Settlement Agreement.

13 14. It is hereby ordered that Defendant shall deposit the Total Settlement Amount into
14 an account established by the Settlement Administrator within 60 calendar days after the Effective
15 Date, in accordance with the terms and methodology set forth in the Settlement Agreement.

16 15. It is hereby ordered that the Settlement Administrator shall distribute (a) Individual
17 Settlement Payments to the Settlement Class Members; (b) Individual PAGA Payments to PAGA
18 Members; (c) LWDA Payment to the LWDA; (d) Enhancement Payment to Plaintiff; (e)
19 Attorneys' Fees and Litigation Costs to Class Counsel; and (f) Administration Costs to the
20 Settlement Administrator within 10 calendar days after Defendant funds the Total Settlement
21 Amount.

22 16. It is hereby ordered that any checks issued to Class Members or PAGA Members
23 shall remain valid and negotiable for 180 calendar days from the date of their issuance, and
24 thereafter the checks will be cancelled. The funds remaining and associated with cancelled
25 Individual Settlement Payment and/or Individual PAGA Payment checks will be paid to the Legal
26 Aid Association of California, a non-profit organization or foundation consistent with Code of
27 Civil Procedure Section 384, subd. (b). All Settlement Class Members and PAGA Members shall
28 be bound by the terms and conditions of this Settlement Agreement regardless of whether or not

1 they cash or otherwise negotiate their Individual Settlement Payment check and/or Individual
2 PAGA Payment check.

3 17. After entry of this Final Approval Order, pursuant to California Rules of Court,
4 Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and enforce the
5 Settlement Agreement and this Final Approval Order, to hear and resolve any contested challenge
6 to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in
7 connection with the distribution of settlement benefits.

8 18. Notice of entry of this Final Approval Order shall be given to the Settlement Class
9 Members and PAGA Members by posting a copy of the Final Approval Order on the Settlement
10 Administrator's website for a period of at least 60 calendar days after the date of entry of this Final
11 Approval Order. Individualized notice is not required.

12 19. A Final Compliance Hearing is set for _____ at _____
13 a.m./p.m. in Department S17. Class Counsel shall submit a final accounting report regarding the
14 status of the settlement administration at least 5 court days prior to the Final Compliance Hearing.

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16 Dated: _____

17 _____
18 Honorable Joseph T. Ortiz
19 Judge of the Superior Court
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