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12 Attorneys for Plaintiffs

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

14 **IN AND FOR THE COUNTY OF SAN FRANCISCO**

15 MATTHEW LUCCHESI, JULIO
16 CHAVEZ and DAVID CHANG,
17 individuals, on behalf of themselves, and on
18 behalf of all persons similarly situated,

19 Plaintiffs,

20 v.

21 KONE, INC., a Corporation; and Does 1
22 through 50, inclusive,

23 Defendants.

Case No.: **CGC-20-588225**

NOTICE OF ENTRY OF JUDGMENT

Hearing Date: September 7, 2022

Hearing Time: 9:30 a.m.

[Hearing scheduled by Order dated May 4, 2022]

Dept: 302

Judge: Hon. Richard B. Ulmer Jr.

Action Filed: November 16, 2020

Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR RESPECTIVE ATTORNEYS OF RECORD:**

2 YOU ARE HEREBY NOTIFIED THAT on September 7, 2022, the Court entered the
3 Order Granting Motion for Final Approval and entered the Judgment in the above entitled action.

4 A true and correct copy of the Order Granting Motion for Final Approval is attached hereto as
5 Exhibit #1. A true and correct copy of the Judgment is attached hereto as Exhibit #2.

6 Respectfully submitted,

7
8 Dated: July 14, 2022

**BLUMENTHAL NORDREHAUG BHOWMIK
DE BLOUW LLP**

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10 By: /s/ Kyle Nordrehaug
11 Kyle R. Nordrehaug
12 Attorneys for Plaintiffs
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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF SAN DIEGO

3 I, Kyle Nordrehaug, am employed in the County of San Diego, State of California. I am
4 over the age of 18 and not a party to the within action. My business address is 2255 Calle Clara, La
5 Jolla, California 92037.

6 On September 8, 2022, I served the document(s) described as:

7 **1. NOTICE OF ENTRY OF JUDGMENT**

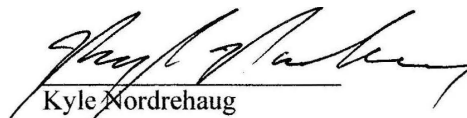
8 X (BY ELECTRONIC SERVICE): Pursuant to Court Order Authorizing Electronic Service, I
9 provided the document(s) listed above electronically on the File & ServeXpress Website to
10 the parties on the Service List maintained on the File & ServeXpress Website for this case.
File & ServeXpress is the on-line e-service provider designated in this case:

11 EDWIN M. BONISKE
boniske@higgslaw.com
12 KYLE NAGEOTTE
nageottek@higgslaw.com
13 HIGGS FLETCHER & MACK LLP
401 West "A" Street, Suite 2600
14 San Diego, CA 92101-7910
Attorneys for Defendant

15
16 X (ONLINE TO THE LWDA): I caused the above-described document to be delivered to the
17 Labor Workforce Development Agency via online process at the PAGA Filing website in
accordance with the procedure imposed by the LWDA.

18 X (State): I declare under penalty of perjury under the laws of the State of California that the
19 above is true and correct.

20 Executed on September 8, 2022, at La Jolla, California.

21 
22 Kyle Nordrehaug
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BLOUW LLP**

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Attorneys for Plaintiffs and the Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

MATTHEW LUCCHESI, JULIO CHAVEZ
and DAVID CHANG, individuals, on behalf
of themselves, and on behalf of all persons
similarly situated,

Plaintiff,

vs.

KONE, INC., a Corporation; and Does 1
through 50, inclusive,

Defendants.

Case No. CGC-20-588225

**~~PROPOSED~~ ORDER GRANTING
JOINT MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Judge: Hon. Richard B. Ulmer, Jr.

Dept.: 302

Hearing Date: September 7, 2022

Hearing Time: 9:30 a.m.

Complaint filed: November 16, 2020

Trial date: None set

FILED
San Francisco County Superior Court

SEP 07 2022

CLE: [Signature]
BY: [Signature] Deputy Clerk

1 On September 7, 2022, a hearing was held on the motion of Plaintiffs Matthew Lucchese,
2 Julio Chavez, and David Chang ("Plaintiffs") for final approval of their class settlement (the
3 "Settlement") with Defendant Kone, Inc. ("Kone" or "Defendant") and payments to the Labor
4 and Workforce Development Agency ("LWDA") and the Settlement Administrator.

5 The parties have submitted their Settlement, which this Court preliminarily approved by
6 its May 4, 2022 order ("Preliminary Approval Order"). In accordance with the Preliminary
7 Approval Order, Class Members have been given notice of the terms of the Settlement and the
8 opportunity to comment on or object to it or to exclude themselves from its provisions.

9 Having received and considered the Settlement, the supporting papers filed by the parties,
10 and the evidence and argument received by the Court at the hearing before it entered the
11 Preliminary Approval Order and the final approval hearing on September 7, 2022, the Court
12 grants final approval of the Settlement, and HEREBY ORDERS and MAKES
13 DETERMINATIONS as follows:

14 1. The certification of the following Class is confirmed for the purpose of entering a
15 settlement in this matter:

16 All individuals who are or previously were employed by Defendant in
17 California who were classified as non-exempt employees during the Class
Period (November 16, 2016 through February 28, 2022).

18 2. The Settlement Administrator received one (1) request for exclusion from Jorge
19 W. Contreras.

20 3. The Court confirms the appointment of Plaintiffs as Class Representatives, and
21 Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik of Blumenthal Nordrehaug
22 Bhowmik De Blouw LLP and Samuel A. Wong, Kashif Haque, and Jessica L. Campbell as
23 Class Counsel.

24 4. Pursuant to the Preliminary Approval Order, a Notice of Proposed Class Action
25 Settlement ("Class Notice") was sent to each Class Member by first-class mail. These papers
26 informed Class Members of the terms of the Settlement, their right to receive a Individual
27 Settlement Payment, their right to comment on or object to the Settlement or to opt out of the
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1 Settlement and pursue their own remedies, and their right to appear in person or by counsel at the
2 final approval hearing and be heard regarding approval of the Settlement. Adequate periods of
3 time were provided by each of these procedures. No Class Members objected to the Settlement
4 as part of this notice process or stated an intent to appear at the final approval hearing.

5 5. The Court finds and determines that this notice procedure afforded adequate
6 protections to Class Members and provides the basis for the Court to make an informed decision
7 regarding approval of the Settlement based on the responses of Class Members. The Court finds
8 and determines that the notice provided in this case was the best notice practicable, which
9 satisfied the requirements of law and due process.

10 6. For the reasons stated in the Preliminary Approval Order, the Court finds and
11 determines that the proposed Class meets all of the legal requirements for class certification, and
12 it is hereby ordered that the Class is finally approved and certified as a class for purposes of the
13 Settlement.

14 7. The Court further finds and determines that the terms of the Settlement are fair,
15 reasonable, and adequate to the Class and to each Class Member. The Class Members who have
16 not opted out will be bound by the Settlement, except that PAGA Group Members (as defined in
17 the Settlement, all non-exempt employees who were employed by Defendant in California
18 during the time period November 16, 2019 to October 20, 2021 (the "PAGA Period") will
19 release the PAGA claims released in the Settlement, and will receive a portion of the amount set
20 aside as PAGA penalties, regardless of whether they opt out of the Settlement. The Settlement is
21 ordered finally approved, and that all terms and provisions of the Settlement should be and
22 hereby are ordered to be consummated.

23 8. The Court finds and determines that the Individual Settlement Amounts to be paid
24 to the Class Members, as provided for by the Settlement, are fair and reasonable. The Court
25 hereby grants final approval to and orders the payment of those amounts to be made to the Class
26 Members out of the Net Settlement Amount in accordance with the Settlement.

1 9. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab.
2 Code §§ 2699(1)(2), (1)(4), the LWDA has been given notice of the Settlement. Pursuant to
3 PAGA, on the date the parties filed the motion seeking approval of the Settlement with the
4 Court, Plaintiffs submitted to the LWDA a notice of the Settlement enclosing a copy of the
5 Agreement. The Court finds and determines that the notice of the Settlement complied with the
6 statutory requirements of PAGA.

7 10. The Court finds and determines that the resolution of the Released PAGA Claims
8 and the PAGA Settlement Amount in the amount of \$75,000 in this case is fair, reasonable, and
9 appropriate. The Court hereby gives final approval to the resolution of the PAGA claim and
10 orders that the payment of the PAGA Settlement Amount be paid out of the Gross Settlement
11 Amount and allocated in accordance with the Agreement.

12 11. The Court finds and determines that the fees and expenses of ILYM Group in
13 administering the settlement, in the amount of \$12,500, are fair and reasonable. The Court
14 hereby grants final approval to and orders that the payment of approximately that amount be paid
15 out of the Gross Settlement Amount in accordance with the Settlement.

16 12. In addition to any recovery that Plaintiffs may receive from the Net Settlement
17 Amount and PAGA Settlement Amount, and in recognition of the Plaintiffs' efforts on behalf of
18 the Class, the Court hereby approves the payment of an incentive award to Plaintiffs in the
19 amount of \$10,000 each. This shall be paid from the Gross Settlement Amount.

20 13. Pursuant to the authorities and argument presented to the Court, the Court
21 approves the payment of attorneys' fees to Class Counsel in the sum of \$1,033,333, plus costs
22 and expenses in the amount of \$24,087.82. This shall be paid from the Gross Settlement
23 Amount.

24 14. The parties are hereby ordered to comply with the terms of the Settlement.

25 15. Without affecting the finality of this order in any way, pursuant to California
26 Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
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1 interpretation, administration, implementation, effectuation, and enforcement of this order and
2 the Settlement.

3 **IT IS SO ORDERED.**

4 Dated: 9/7, 2022

5 *lu*
6 The Honorable Richard B. Ulmer, Jr.
7 Judge of the Superior Court
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22 Attorneys for Plaintiffs and the Class

23 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

24 **COUNTY OF SAN FRANCISCO**

25 MATTHEW LUCCHESI, JULIO CHAVEZ
26 and DAVID CHANG, individuals, on behalf
27 of themselves, and on behalf of all persons
28 similarly situated,

Plaintiff,

vs.

KONE, INC., a Corporation; and Does 1
through 50, inclusive,

Defendants.

Case No. **CGC-20-588225**

[PROPOSED] FINAL JUDGMENT

Judge: Hon. Richard B. Ulmer, Jr.

Dept.: 302

Hearing Date: September 7, 2022

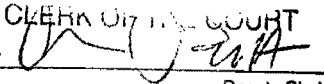
Hearing Time: 9:30 a.m.

Complaint filed: November 16, 2020

Trial date: None set

FILED
San Francisco County Superior Court

SEP 07 2022

CLERK OF THE COURT
BY: 
Deputy Clerk

1 The parties having settled this action and the Court having entered an Order Granting
2 Final Approval of Settlement and good cause appearing therefor,

3 IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:

4 1. Except as set forth in the Settlement Agreement with Defendant Kone, Inc.
5 ("Kone" or "Defendant") and the Order Granting Final Approval of Settlement, Plaintiffs
6 Matthew Lucchese, Julio Chavez, and David Chang ("Plaintiffs"), and all members of the Class,
7 shall take nothing by their complaint in this Action.

8 2. Without affecting the finality of this judgment in any way, pursuant to California
9 Code of Civil Procedure section 664.6 the Court retains jurisdiction of all matters relating to the
10 interpretation, administration, implementation, effectuation, and enforcement of this order and
11 the Settlement.

12 3. Upon completion of administration of the settlement, the Settlement
13 Administrator will provide written certification of such completion to the Court and counsel for
14 the parties. The Court sets a compliance hearing date of _____, at
15 _____ a.m. / p.m., and the written certification of the Settlement Administrator shall be
16 filed no later than fourteen (14) days before this hearing.

17 4. The Court finds that in consideration for their awarded Individual Settlement
18 Payments, upon the date the Defendant transfers the Gross Settlement Amount, all Class
19 Members (other than those Class Members who timely and validly requested to be excluded
20 from the Settlement) shall release Defendant and the Released Parties from all claims that were
21 actually asserted or which could have been asserted in the Action based on the factual allegations
22 contained in the operative complaints which occurred during the Class Period, including without
23 limitation claims for: (1) unfair competition in violation of Cal. Bus. & Prof. Code §§ 17200, et
24 seq. predicated on the violations alleged in the Action; (2) failure to pay minimum wages in
25 violation of Cal. Lab. Code §§ 1194, 1197, & 1197.1; (3) failure to pay overtime wages in
26 violation of Cal. Lab. Code §§ 510, et seq.; (4) failure to provide required meal periods in
27 violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable IWC Wage Order; (5) failure to
28 provide required rest periods in violation of Cal. Lab. Code §§ 226.7 & 512 and the applicable

1 IWC Wage Order; (6) failure to provide accurate itemized wage statements in violation of Cal.
2 Lab. Code § 226; (7) failure to provide wages when due violation of Cal. Lab. Code §§ 201, 202,
3 and 203; (8) failure to reimburse business expenses in violation of Cal. Lab. Code § 2802; and
4 (9) failure to pay all wages due upon separation of employment (collectively, the “Released
5 Claims”). The term “Released Claims” also includes the Named Plaintiffs’ claims that
6 Defendant is liable for the attorneys’ fees incurred to prosecute this Action on behalf of
7 themselves and the Class Members, including fees incurred for the services of Class Counsel,
8 and any claim that Defendant is liable for any other remedies, civil penalties, statutory penalties,
9 or interest under California law based on the facts alleged in the operative complaint. The term
10 “Released Claims” also includes all claims that the Class Members may have against the
11 Released Parties relating to: (a) the payment, taxation and allocation of attorneys’ fees and costs
12 to Class Counsel pursuant to this Settlement Agreement; (b) the payment, taxation, and
13 allocation of the Named Plaintiffs’ Service Awards; and (c) the payment, taxation, and allocation
14 of penalties for settlement of the PAGA claim. Claims for vested benefits, wrongful termination,
15 unemployment insurance, disability benefits, social security benefits, workers’ compensation
16 benefits, and class claims outside of the Class Period are expressly excluded.

17 5. The Court finds that in consideration for their awarded portion of the PAGA
18 Settlement Amount, upon the date of funding the Gross Settlement Amount, the Released Parties
19 shall be entitled to a release from the State of California from all PAGA claims for civil penalties
20 under California Labor Code Sections 2698, et seq. arising within the PAGA Period, predicated
21 on the California Labor Code violations that are asserted in the LWDA Notice for violations of
22 Labor Code sections §§ 201, 202, 203, 204, 210, 226(a), 226.7, 351, 510, 512, 558(a)(1)-(2),
23 1194, 1197, 1197.1, 1198, 2802, California Code of Regulations, Title 8, Section 11040,
24 Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 1 1070(14), Violation of
25 Applicable Industrial Welfare Commission Wage Order(s) (“Released PAGA Claims”);
26 regardless of whether PAGA Group Members opt out of the Class Settlement. The Released
27 PAGA Claims do not include claims for wrongful termination, discrimination, unemployment
28 insurance, disability and worker’s compensation, and claims for PAGA penalties arising outside

1 of the PAGA Period. The Released PAGA Claims are extinguished and may not be brought by a
2 successor, spouse, heir, agent or other person entity. The Released PAGA Claims do not include
3 any claims that cannot be released as a matter of law. The period of the Released PAGA Claims
4 shall extend through the last date within the PAGA Period..

5 6. The Parties shall bear his, her, its or their own respective attorneys' fees and costs
6 except as otherwise provided in the Settlement, the Order Granting Final Approval of
7 Settlement, and this Judgment.

8 7. The Court enters final judgment in the Action in accordance with the Settlement
9 and this Order, subject to the Court's retention of continuing jurisdiction over the Action and the
10 Settlement, including jurisdiction pursuant to California Rule of Court 3.769(h), solely for
11 purposes of (a) enforcing the Agreement, (b) addressing settlement administration matters, and
12 (c) addressing such post-Judgment matters as may be appropriate under court rules or applicable
13 law.

14 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY.**

15 Dated: 9/7/22, 2022

16 Ch
17 The Honorable Richard B. Ulmer, Jr.
18 Judge of the Superior Court
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