

AUG 08 2022

By  Deputy

Kane Moon (SBN 249834)
kane.moon@moonyanglaw.com
H. Scott Leviant (SBN 200834)
scott.leviant@moonyanglaw.com
Mariam Ghazaryan (SBN 341119)
mariam.ghazaryan@moonyanglaw.com
MOON & YANG, APC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff FRANCISCO RODRIGUEZ

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

FRANCISCO RODRIGUEZ, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

PROGRESS LIGHTING, INC., a Delaware
corporation; HUBBEL INCORPORATED, a
Connecticut corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No.: CIVDS2023894

[Assigned for All Purposes to The Honorable
David Cohn, Dept. S26]

CLASS ACTION

~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT

Date: August 8, 2022
Time: 10:00 a.m.
Courtroom: S26
Judge: David Cohn

Action Filed: October 19, 2020
Trial Date: Not Set
Date: January 28, 2022

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiff FRANCISCO RODRIGUEZ ("Plaintiff") and Defendants PROGRESS LIGHTING,
3 INC. and HUBBEL INCORPORATED ("Defendants") have reached terms of settlement for a putative
4 class action.

5 Plaintiffs have filed a motion for final approval of a class action settlement of the claims asserted
6 against Defendants in this action, memorialized in the JOINT STIPULATION OF CLASS ACTION
7 SETTLEMENT (*see* Declaration of H. Scott Leviant In Support of Plaintiff's Motion for Final Approval
8 of Class Action Settlement ["Leviant Decl."], at Exh. 1). The JOINT STIPULATION OF CLASS
9 ACTION SETTLEMENT is referred to herein as the "Agreement" or "Settlement."

10 After reviewing the Agreement, the Notice process, and other related documents, and having
11 heard the argument of Counsel for respective parties, **IT IS HEREBY ORDERED AS FOLLOWS:**

12 1. The Court finds that the terms of the proposed class action Settlement are fair,
13 reasonable, and adequate, pursuant to California Code of Civil Procedure § 382. In granting final
14 approval of the class action settlement the Court has considered the factors identified in *Dunk v. Ford*
15 *Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba v. Apple Computer, Inc.*, 91 Cal.
16 App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706 (2006).

17 2. The Court finds that the Settlement has been reached as a result of intensive, serious and
18 non-collusive arms-length negotiations. The Court further finds that the parties have conducted
19 thorough investigation and research, and the attorneys for the parties are able to reasonably evaluate
20 their respective positions. The Court also finds that settlement at this time will avoid additional
21 substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution
22 of the action. The Court finds that the risks of further prosecution are substantial.

23 3. The parties' Settlement is granted final approval. The Court has considered all relevant
24 factors for determining the fairness of the settlement, and has concluded that all such factors weigh in
25 favor of granting final approval. In particular, the Court finds that the settlement was reached following
26 meaningful discovery and investigation conducted by Class Counsel; that the settlement is the result of
27 serious, informed, adversarial, and arm's-length negotiations between the Parties; and that the terms of
28 the settlement are in all respects fair, adequate, and reasonable. The Settlement Class meets the

1 requirements for conditional certification for settlement purposes only under Code of Civil Procedure
2 § 382.

3 4. The Class Notice provided to the Settlement Class complied with the requirements of
4 Code of Civil Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and
5 United States Constitutions, and any other applicable law, and constituted the best notice practicable
6 under the circumstances, by providing individual notice to all Settlement Class Members who could be
7 identified through reasonable effort, and by providing due and adequate notice of the proceedings and
8 of the matters set forth therein to the other Settlement Class Members. The Class Notice fully satisfied
9 the requirements of due process.

10 5. The following persons are certified as Class Members solely for the purpose of entering
11 a settlement in this matter:

12 All individuals employed by Defendants in California and classified as “non-
13 exempt” at any time during the Class Period (the “Class Period” is October 19, 2016
14 through February 28, 2022.) “Settlement Class Members” are those Class Members
15 who do not submit timely exclusion requests to the Settlement Administrator.

16 (Settlement, ¶¶ 3-4.)

17 6. The Court also defines the following “PAGA Employees” impacted by the proposed
18 settlement of PAGA claims:

19 All Class Members that worked at any time during the PAGA Period (the
20 “PAGA Period” is October 19, 2019 through February 28, 2022.) All PAGA
21 Employees are “aggrieved employees” as defined pursuant to PAGA.

22 (Settlement, ¶¶ 10-11.)

23 7. Plaintiff FRANCISCO RODRIGUEZ is appointed the Class Representative. The Court
24 finds that Class Counsel, Moon & Yang, APC, are adequate, as they are experienced in wage and hour
25 class action litigation and have no conflicts of interest with absent Class Members, and that they
26 adequately represented the interests of absent class members in the Litigation. Moon & Yang, APC is
27 appointed Class Counsel.

28 8. No Settlement Class Members timely requested exclusion from the Class. All Class
Members are Settlement Class Members, bound by the Final Approval Order and Judgment in the
Action.

1 9. Upon entry of this Final Approval Order and the subsequent Judgment, funding of the
2 Settlement and compensation to the Settlement Class Members shall be implemented pursuant to the
3 terms of the Settlement.

4 10. In addition to any recovery that Plaintiff may receive under the Settlement as Settlement
5 Class Members, and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court
6 hereby approves the payment of an enhancement award to Plaintiff FRANCISCO RODRIGUEZ in the
7 amount of **\$7,500.00**.

8 11. The Court approves the payment of attorneys' fees to Class Counsel in the amount of
9 **\$139,048.93**, (which is one third of the adjusted Gross Settlement Amount of **\$417,146.80**). Because
10 actual costs exceed the capped amount of \$20,000, litigation expenses are approved by the Court and
11 awarded to Moon & Yang, APC in the amount of **\$20,000**.

12 12. The Court approves and orders payment in the amount of **\$5,990** to ILYM Group, Inc.
13 for its services as the Settlement Administrator, as set forth in the Notice to the Class.

14 13. Upon completion of administration of the Settlement, the Parties shall file a declaration
15 stating that all amounts payable under the Settlement have been paid and that the terms of the
16 Settlement have been completed.

17 14. The Court sets a ~~non-appearance~~ case review regarding compliance with all fund
18 distribution requirements under the Settlement for 8/8, 2023, at 9:00,
19 in Dept. S26 of the above-entitled Court. A Final Report, including any declaration from the
20 Settlement Administrator regarding compliance, shall be filed with the Court no later than
21 before the hearing, 2023.

22 15. The Court approves and orders payment in the amount of **\$45,000.00** to the Labor and
23 Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys
24 General Act of 2004 (Labor Code § 2698 *et seq.*).

25 16. Once Defendants fully fund the Settlement by paying all amounts due under the
26 Settlement, Plaintiff and Settlement Class Members, shall have, by operation of this Final Approval
27 Order and the separate Judgment, fully, finally and forever released, relinquished, and discharged
28 Defendants from the Released Claims, described in the Settlement and as follows:

1 Upon the final approval by the Court of this Settlement and Defendants' payment of all
2 sums due pursuant to this Settlement, and except as to such rights or claims as may be
3 created by this Settlement, the Class Representative, the Class and each Class Member
who has not submitted a valid and timely request for exclusion as to claims other than
the PAGA claim, will release claims as follows:

4 (a) Identity of Released Parties. The released parties are Defendants, and each of
5 its/their former and present direct and/or indirect owners, dba's, affiliates, parents,
6 subsidiaries, brother and sister corporations, divisions, related companies, successors
7 and predecessors, and current and former employees, attorneys, officers, directors,
shareholders, owners, trustees, attorneys, fiduciaries, beneficiaries, subrogees,
executors, partners, privies, agents, servants, insurers, representatives, administrators,
employee benefit plans, and assigns of said entities (collectively "Releasees").

8 (b) Date Release Becomes Effective. The Released Claims will be released upon the
9 later of (1) the Settlement's Effective Date, or (2) the satisfaction of Defendants'
10 obligation to provide to the Settlement Administrator a sum in the amount required to
11 satisfy all required payments and distributions pursuant to this Settlement and the Order
and Judgment of final approval. Class Members will not release the Released Claims or
Released PAGA Claims until both the Effective Date of the Settlement has occurred,
and Defendants have paid all amounts owing under the Settlement.

12 (c) Claims Released by Settlement Class Members. Each and every Class Member, on
13 behalf of himself or herself and his or her heirs and assigns, unless he or she has
14 submitted a timely and valid Request for Exclusion (which will not effectuate an opt-
out from the release of Released PAGA Claims), hereby releases Releasees from the
following claims for the entire Class Period:

15 1) all known and unknown claims, losses, damages, liquidated damages, penalties,
16 interest, liabilities, causes of action, civil complaints, arbitration demands or suits which
17 arise from the facts asserted in the Action, including, without limited to the foregoing,
18 all claims under the California Labor Code as alleged in the Action, including violations
19 for meal periods, rest breaks, unpaid overtime and minimum wages, timely payment of
wages, wage statements, waiting time penalties, penalties under the Private Attorneys
General Act sections 2698, et seq., and violations of California Unfair Competition Law
(Cal. Bus. & Prof. Code §§ 17200, et seq.) or other remuneration whether sought under
statute, tort, contract or as an unfair business practice ("Released Claims");

20 2) as to any Class Member who cashes their Settlement Payment, the signing and
21 negotiation of that check shall serve as the Class Member's consent to join the action
22 for purposes of releasing claims arising under the Fair Labor Standards Act that are
related to the claims stated in the Action, implicitly or explicitly; and,

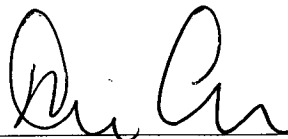
23 3) in addition, as to all Class Members employed during the Released PAGA Claims
24 Period, whether requesting exclusion from the Settlement or not, the Released PAGA
Claims (see Paragraph 14 [of the Settlement]).

25 17. In accordance with California Rule of Court 3.771(b), Plaintiff is ordered to give notice of
26 this final Order and Judgment to all Settlement Class Members by posting the Order and Judgment for 90
27 days on the Settlement Administrator's website and to the LWDA, pursuant to Labor Code § 2699(1)(3).
28

1 18. The Court retains jurisdiction to consider all further applications arising out of or in
2 connection with the settlement.

3
4 **IT IS SO ORDERED.**

5
6 Dated: 8/8/23



Hon. David Cohn
SAN BERNARDINO COUNTY SUPERIOR COURT
JUDGE

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action by sending [] the original [or] [✓] a true copy thereof [✓] to interested parties as follows [or] [] as stated on the attached service list:

Michael D. Thomas
JACKSON LEWIS P.C.
725 South Figueroa Street, Suite 2500
Los Angeles, California 90017
(213) 689-0404 - Office
(213) 689- 0430 - Fax
Michael.Thomas@jacksonlewis.com

Counsel for Defendants

[] **BY MAIL (ENCLOSED IN A SEALED ENVELOPE):** I deposited the envelope(s) for mailing in the ordinary course of business at Los Angeles, California. I am "readily familiar" with this firm's practice of collection and processing correspondence for mailing. Under that practice, sealed envelopes are deposited with the U.S. Postal Service that same day in the ordinary course of business with postage thereon fully prepaid at Los Angeles, California.

[✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known e-mail address or e-mail of record in this action.

[] **BY PERSONAL SERVICE:** I delivered the document, enclosed in a sealed envelope, by hand to the offices of the addressee(s) named herein.

[] **BY OVERNIGHT DELIVERY:** I am "readily familiar" with this firm's practice of collection and processing correspondence for overnight delivery. Under that practice, overnight packages are enclosed in a sealed envelope with a packing slip attached thereto fully prepaid. The packages are picked up by the carrier at our offices or delivered by our office to a designated collection site.

I declare under penalty of perjury under the laws of the State of California and the United States that the foregoing is true and correct. Executed this **July 15, 2022** at Los Angeles, California.

H. Scott Leviant
Type or Print Name


Signature