

1 R. Rex Parris (SBN 96567)
Alexander R. Wheeler (SBN 239541)
2 Kitty K. Szeto (SBN 258136)
Ryan A. Crist (SBN 316653)
3 **PARRIS LAW FIRM**
43364 10th Street West
4 Lancaster, California 93534
Telephone (661) 949-2595
5 Facsimile (661) 949-7524

6 Attorneys for Plaintiff

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF KERN**
10

11 DANNY SWANSON, an individual, for
himself and all members of the putative
12 class,

13 Plaintiff,

14 v.

15
16 INTEGRITS CORPORATION, a
California Corporation; and DOES 1
17 through 100, inclusive,

18 Defendants.
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Case No. BCV-20-102354-TSC

[Assigned for All Purposes to the
Honorable Thomas S. Clark, Department
17]

CLASS ACTION

**[Proposed] FINAL ORDER APPROVING
SETTLEMENT AGREEMENT**

[Filed Concurrently with [Proposed]
Judgment]

Date: June 20, 2023
Time: 8:30 a.m.
Dept.: 17

FILED
KERN COUNTY

JUN 20 2023

BY _____ DEPUTY
ENDORSED

1 Plaintiff Danny Swanson's unopposed motion for an order granting final approval
2 of the proposed settlement of the above-captioned action came on for hearing before the
3 above-entitled court.

4 Having read the Settlement Agreement attached as Exhibit "1" to the Declaration
5 of Kitty K. Szeto and supporting documents, the unopposed motion for final approval, as
6 well as the points and authorities and declarations filed in support thereof, and the fact
7 that there were no objections to, or request for exclusions from, the Settlement
8 Agreement, the Court finds that: the proposed settlement appears fair, reasonable, and
9 adequate and hereby enters this Final Order Approving Settlement Agreement.

10 **IT IS THEREFORE ORDERED THAT:**

11 1. This Order incorporates by reference the parties' Settlement Agreement and
12 all defined terms herein shall have the same meaning as set forth in the Settlement
13 Agreement.

14 2. Settlement Class Members are all current and former individuals employed
15 by Defendant within the State of California at any time between October 7, 2016 and
16 May 28, 2022.

17 3. PAGA Employees are all current and former individuals employed by
18 Defendant within the State of California at any time between October 7, 2019 and May
19 28, 2022.

20 4. There were no objections to, or requests for exclusion from, any Settlement
21 Class Members or PAGA Employees from the Settlement Agreement.

22 5. The Settlement Agreement, the proposed Settlement described therein, and
23 the Gross Settlement Amount of **\$1,000,000.00** is approved as fair, reasonable, and
24 adequate.

25 6. The parties and the Settlement Administrator shall effectuate the terms of
26 the Settlement Agreement consistent with the deadlines set forth by this Order and in the
27 Settlement Agreement.

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1 7. Not later than five (5) calendar days after the Court grants final approval of
2 the Settlement, Defendant IntegrITS Corporation shall electronically wire the Gross
3 Settlement Amount of One Million Dollars (\$1,000,000.00) plus all employer taxes due
4 on wage payments to be made under this Settlement Agreement to ILYM Group, Inc.
5 (“Settlement Administrator”) pursuant to paragraph 25 of the Settlement Agreement.

6 8. The Court hereby approves Class Counsel’s request for attorneys’ fees in
7 the amount of \$350,000 and costs in the amount of \$13,137.72.

8 9. The Court hereby approves the Service Award request in the total amount
9 of \$10,000 to Plaintiff Danny Swanson.

10 10. The Court hereby approves the PAGA Allocation of \$100,000, of which
11 75% (\$75,000) shall be paid to the California Labor Workforce Development Agency
12 (“LWDA”) pursuant to California Labor Code section 2699.

13 11. The Court hereby approves settlement administration costs in the total
14 amount of \$6,500 to the Settlement Administrator.

15 12. No later than ten (10) calendar days after receipt of the Gross Settlement
16 Amount from Defendant, the Settlement Administrator will issue and send out the
17 Settlement Payment checks to the Settlement Class Members and the PAGA Settlement
18 Payments to the PAGA Employees. Settlement Class Payments and PAGA Settlement
19 Payments may be combined into one check. Settlement Payment checks shall remain
20 valid and negotiable for one hundred twenty (120) calendar days from the date of their
21 issuance. Settlement Payment checks will automatically be cancelled by the Settlement
22 Administrator if they are not cashed by the Settlement Class Member within that time,
23 and the Settlement Class Member’s relevant claims will remain released by the
24 Settlement Agreement. Settlement Payment checks which have expired will not be
25 reissued.

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1 13. Funds from uncashed or abandoned Settlement Class Payment checks or
2 PAGA Settlement Checks, based on a 120-day void date, shall be transmitted by the
3 Settlement Administrator to the *cy pres* recipient, Legal Aid at Work, within five (5)
4 calendar days of the 120-day void date.

5 14. A declaration from the Settlement Administrator attesting to completion of
6 all payment obligations pursuant to the Settlement Agreement and this Order shall be
7 filed with the Court by Class Counsel within five (5) calendar days of confirmation of
8 submission of the *cy pres* funds, if any, to Legal Aid at Work.

9 15. A Status Conference and Compliance Hearing is hereby set on **December**
10 **15, 2023 at 8:30 a.m.** before the Honorable Thomas S. Clark in **Department 17** of the
11 above-entitled court located at **1415 Truxtun Avenue, Bakersfield, California 93301.**

12 16. The Settlement Administrator shall give notice of this Order to Class
13 Members pursuant to California Rules of Court, Rule 3.771(b) by posting it on its
14 website.

15 17. The Court retains jurisdiction over the parties to enforce the Settlement
16 Agreement pursuant to Code of Civil Procedure section 664.6 and California Rules of
17 Court, Rule 3.769(h).

18 **IT IS SO ORDERED.**

19 DATE: 6-20-23



Honorable Thomas S. Clark
Kern County Superior Court

FILED
KERN COUNTY

JUN 20 2023

BY _____ DEPUTY

ENDORSED

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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

DANNY SWANSON, an individual, for
himself and all members of the putative
class,

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INTEGRITS CORPORATION, a
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through 100, inclusive,

Defendants.

Case No. BCV-20-102354-TSC

[Assigned for All Purposes to the
Honorable Thomas S. Clark, Department
17]

CLASS ACTION

[PROPOSED] JUDGMENT

[Filed Concurrently with [Proposed]
Final Order Approving Settlement
Agreement]

Date: June 20, 2023

Time: 8:30 a.m.

Dept.: 17

1 Plaintiff Danny Swanson's unopposed motion for an order granting final approval
2 of the proposed settlement of the above-captioned action came on for hearing before the
3 above-entitled court.

4 Having read the Settlement Agreement attached as Exhibit "1" to the Declaration
5 of Kitty K. Szeto and supporting documents, the unopposed motion for final approval, as
6 well as the points and authorities and declarations filed in support thereof, and the fact
7 that there were no objections to, or request for exclusions from, the Settlement
8 Agreement, the Court finds that: the proposed settlement appears fair, reasonable, and
9 adequate and the Court has entered the Final Approval Order Approving Settlement
10 Agreement filed concurrently herewith.

11 **IT IS THEREFORE ORDERED THAT:**

12 1. Pursuant to California Rules of Court, Rule 3.769(h), the Court hereby
13 makes and enters Judgment following final approval of the Settlement Agreement.

14 2. Settlement Class Members are all current and former individuals employed
15 by Defendant within the State of California at any time between October 7, 2016 and
16 May 28, 2022.

17 3. PAGA Employees are all current and former individuals employed by
18 Defendant within the State of California at any time between October 7, 2019 and May
19 28, 2022.

20 4. There were no objections to, or requests for exclusion from, any Settlement
21 Class Members or PAGA Employees from the Settlement Agreement.

22 5. The Settlement Administrator shall give notice of this Judgment to
23 Settlement Class Members and PAGA Employees pursuant to California Rules of Court,
24 Rule 3.771(b) by posting it on its website.

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26 ////

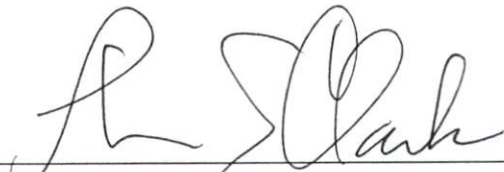
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1 6. The Court retains jurisdiction over the parties to enforce the Settlement
2 Agreement pursuant to Code of Civil Procedure section 664.6 and California Rules of
3 Court, Rule 3.769(h).

4 **IT IS SO ORDERED.**

5 DATE: 6-20-23



Honorable Thomas S. Clark
Kern County Superior Court