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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUN 20 2023

BY 
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12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF SAN BERNARDINO

14
15 SHAWN LEE. and HECTOR RAMIREZ, on
16 behalf of themselves and all others similarly
situated.

17 *Plaintiff.*

18 vs.

19 COMAV TECHNICAL SERVICES, LLC, a
20 Delaware corporation; and DOES 1 through 10,
inclusive.

21 *Defendants.*

Case No.: CIVDS2021583

[Assigned to Hon. David Cohn]

CLASS ACTION

**[PROPOSED] JUDGMENT FOLLOWING
ORDER GRANTING FINAL APPROVAL
OF CLASS AND REPRESENTATIVE
ACTION SETTLEMENT**

Date: June 20, 2023
Time: 10:00 a.m.
Courtroom: S-26
Judge: Hon. David Cohn

Action Filed: October 6, 2020
Trial Date: Not Set

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

2 Plaintiff HECTOR RAMIREZ ("Plaintiff") and COMAV TECHNICAL SERVICES, LLC
3 ("Defendant") have reached terms of settlement for a putative class action and representative action.

4 Plaintiff filed a motion for final approval of a class action settlement of the claims asserted
5 against Defendant in this action. On or about June 20, 2023, the Court issued an Order granting
6 Plaintiff's motion for final approval of a proposed class and representative action settlement of the claims
7 asserted against Defendant in this action ("Final Approval Order"). The settlement is memorialized in the
8 CLASS ACTION AND PAGA SETTLEMENT AGREEMENT *see* Declaration of H. Scott Leviant in
9 Support of Plaintiff's Motion for Final Approval of Class and Representative Action Settlement
10 ["Leviant Decl."], at Exh. 1). The CLASS ACTION AND PAGA SETTLEMENT AGREEMENT is
11 referred to herein as the "Settlement."

12 The Court's Final Approval Order is incorporated herein in its entirety. The Court now enters
13 Judgment following the entry of the Final Approval Order. The Judgment set forth herein is intended to
14 be a final disposition of the Action in its entirety and is intended to be immediately appealable.

15
16 **JUDGMENT**

17 In accordance with and for the reasons stated in the Final Approval Order, Judgment shall be
18 entered whereby the Plaintiff, all Class Members, and all PAGA Employees shall take nothing from
19 Defendant, except as expressly set forth in the Final Approval Order and the Settlement.

20 The Class Members are:

21 All persons employed by COMAV in California and classified as non-exempt
22 who worked for COMAV during the Class Period (the "Class Period" is October 6,
23 2016, through December 31, 2021.) "Participating Class Members" are those Class
Members who do not submit timely exclusion requests to the Settlement Administrator.
(Settlement, ¶¶ 1.5, 1.12., 1.35.)

24 One Class Member timely requested exclusion from the Class. Steven Tarango, having submitted a
25 timely request for exclusion, is not a Participating Class Members. All other Class Members are
26 Participating Class Members and remain bound by the Final Approval Order and Judgment in the
27 Action.

28 The Court also defines the following "Aggrieved Employees" impacted by the proposed

1 settlement of PAGA claims:

2 All persons employed by COMAV in California and classified as non-exempt
3 who worked for COMAV during the PAGA Period (the "PAGA Period" is October 6,
4 2019, through December 31, 2021). (Settlement. ¶¶ 1.4, 1.31.)

5 No Class Members who worked during the PAGA Period have the right to exclude themselves from the
6 Settlement with respect to resolution of the PAGA Claims.

7 Once Defendant fully funds the Settlement by paying all amounts due under the Settlement, the
8 Class Representative, the Class and each Class Member who has not submitted a valid and timely request
9 for exclusion as to claims other than the PAGA claim, and each Aggrieved Employee, regardless of
10 whether they have requested exclusion from the Settlement of Class claims, will release claims as
11 follows:

12 All Participating Class Members, on behalf of themselves and their respective former
13 and present representatives, agents, attorneys, heirs, administrators, successors, and
14 assigns, release Released Parties from (i) all claims that were alleged, or reasonably
15 could have been alleged, based on the Class Period facts stated in the Operative
16 Complaint. Except as set forth in Section 5.3 of [the] Agreement, Participating Class
17 Members do not release any other claims, including claims for vested benefits,
18 wrongful termination, violation of the Fair Employment and Housing Act,
19 unemployment insurance, disability, social security, workers' compensation, or claims
20 based on facts occurring outside the Class Period.

21 All Non-Participating Class Members and Participating Class Members who are
22 Aggrieved Employees are deemed to release, on behalf of themselves and their
23 respective former and present representatives, agents, attorneys, heirs, administrators,
24 successors, and assigns, the Released Parties from all claims for PAGA penalties that
25 were alleged, or reasonably could have been alleged, based on the PAGA Period facts
26 stated in the Operative Complaint and the PAGA Notices attached [to the Agreement]
27 as Exhibit B.

28 "Released Parties" means: COMAV and each of its former and present directors,
officers, shareholders, supervisory employees, owners, members, attorneys, insurers,
predecessors, successors, assigns, subsidiaries, or affiliates.

The Second Amended Complaint is the Operative Complaint.

Distributions pursuant to the Settlement shall issue in the amounts authorized in the Final
Approval Order, according to the deadlines specified in the Settlement.

Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California
Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiff,
Class Members, and Defendant, for the purposes of:

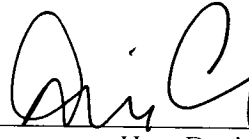
(a) supervising the implementation, enforcement, construction, and interpretation of the

1 Settlement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order,
2 and the Judgment; and
3 (b) supervising distribution of amounts paid under this Settlement.
4

5 **IT IS SO ORDERED.**

6
7 Dated: _____

ce/20/23



Hon. David Cohn
SAN BERNARDINO SUPERIOR COURT JUDGE

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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] JUDGMENT FOLLOWING ORDER GRANTING FINAL APPROVAL OF CLASS AND REPRESENTATIVE 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:

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Gregory Blueford
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Counsel for Defendant ComAV Technical
Services, LLC

Counsel for Plaintiff Hector Ramirez

☐ **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.

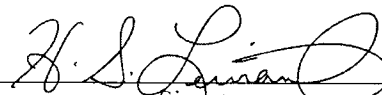
☐ **BY ELECTRONIC SERVICE:** Pursuant to the Court's Order directing Electronic Service, the above-named document(s) has (have) been electronically served on counsel of record by an approved electronic service provider. The transmission of these documents was reported complete and a copy of the service confirmation will be maintained, along with the original document(s) and proof of service in our office.

☐ **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 **May 17, 2023** at Los Angeles, California.

H. Scott Leviant
Type or Print Name


Signature