

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

JUN 20 2023

BY 
JESSICA MORALEZ, 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

Michael Nourmand, Esq. (SBN 198439)
James A. De Sario, Esq. (SBN 262552)
THE NOURMAND LAW FIRM, APC
8822 West Olympic Boulevard
Beverly Hills, California 90211
Telephone: (310) 553-3600
Facsimile: (310) 553-3603

Attorneys for Plaintiff Hector Ramirez

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

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

Plaintiff,

vs.

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

Defendants.

Case No.: CIVDS2021583

[Assigned to Hon. David Cohn]

CLASS ACTION

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION 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

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

2 This matter came on for hearing on June 20, 2023, upon the Motion for Final Approval of the
3 proposed settlement of this action on the terms set forth in the CLASS ACTION AND PAGA
4 SETTLEMENT AGREEMENT (the "Agreement") *see* Declaration of H. Scott Leviant In Support of
5 Plaintiff's Motion for Final Approval of Class and Representative Action Settlement ["Leviant Decl."],
6 at Exh. 1).

7 After reviewing the Agreement, the Notice process, having reviewed the entire record on this
8 action, having heard the argument of Counsel for respective Parties, and good cause appearing, the Court
9 Orders as follows:

10 1. To the extent defined in the Agreement, attached hereto as Exhibit 1 and incorporated
11 herein by reference, the terms in this Order shall have the meanings set forth therein.

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

18 3. The parties' Settlement is granted final approval as it meets the criteria for final
19 settlement approval. In granting final approval of the class action settlement the Court has considered
20 the factors identified in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba*
21 *v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th
22 706 (2006). The Court finds that the terms of the proposed class action Settlement are fair, reasonable,
23 and adequate, pursuant to California Code of Civil Procedure § 382. The settlement falls within the
24 range of possible approval as fair, adequate and reasonable, and appears to be the product of arm's-
25 length and informed negotiations and to treat all Class Members fairly. The Settlement Class meets the
26 requirements for conditional certification for settlement purposes only under Code of Civil Procedure
27 § 382.

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

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

10 All persons employed by COMAV in California and classified as non-exempt
11 who worked for COMAV during the Class Period (the "Class Period" is October 6,
12 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.)

13 6. The Court also defines the following "Aggrieved Employees" impacted by the
14 proposed settlement of PAGA claims:

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

17 7. Plaintiff HECTOR RAMIREZ is appointed as the Class Representative. The Court
18 finds Plaintiff's counsel are adequate, as they are experienced in wage and hour class action litigation
19 and have no conflicts of interest with absent Class Members, and that they adequately represented the
20 interests of absent class members in the Litigation. The Nourmand Law Firm, APC, and Moon &
21 Yang, APC, are appointed Class Counsel.

22 8. The Court appoints Phoenix Settlement Administrators to act as the Settlement
23 Administrator, pursuant to the terms set forth in the Agreement.

24 9. One Class Members timely requested exclusion from the Class. Steven Tarango,
25 having submitted a timely request for exclusion, is not a Participating Class Members. All other Class
26 Members are Participating Class Members and remain bound by the Final Approval Order and
27 Judgment in the Action. No Class Members who worked during the PAGA Period have the right to
28 exclude themselves from the Settlement with respect to resolution of the PAGA Claims.

10. Upon entry of this Final Approval Order and the Judgment, funding of the Settlement and compensation to the Class Members shall be implemented pursuant to the terms of the Settlement.

11. In addition to any recovery that Plaintiff may receive under the Settlement as a Participating Class Member, and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court hereby approves the payment of enhancement awards to Plaintiff HECTOR RAMIREZ in the amount of \$10,000.00.

12. The Court approves the payment of attorneys' fees to Class Counsel in the total amount of \$175,000.00 to Moon & Yang, APC, and The Nourmand Law Firm, APC, with each firm receiving \$87,500.00 of that amount. Litigation expenses are approved by the Court in the amount of \$20,119.22, with \$12,872.76 of that amount awarded to Moon & Yang, APC, and \$7,246.46 of that amount awarded to The Nourmand Law Firm, APC.

13. The Court approves and orders payment in the amount of \$18,750.00 to the Labor and Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys General Act of 2004 (Labor Code § 2698 *et seq.*). Further, \$6,250.00 shall be distributed to Aggrieved Employees as required under the Settlement.

14. The Court approves and orders payment in the amount of \$9,000.00 to Phoenix Settlement Administrators for performance of its services as the Settlement Administrator.

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

16. The Court sets a non-appearance case review regarding compliance with all fund distribution requirements under the Settlement for 6/20/24, 2024, at 5:30 in Dept. S-26 of the above-entitled Court. A Final Report, including any declaration from the Settlement Administrator regarding compliance, shall be filed with the Court no later than 5 days before, 2024.

17. Once Defendant fully funds the Settlement by paying all amounts due under the 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, and each Aggrieved

Employee, regardless of whether they have requested exclusion from the Settlement of Class claims, will release claims as follows:

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

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

"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.

18. The Parties are ordered to give notice of this final Order and Judgment to the LWDA, pursuant to Labor Code § 2699(1)(3).

19. The Court hereby directs the Parties to effectuate the terms of the Settlement as set forth in the Settlement Agreement.

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

IT IS SO ORDERED.

Dated: 6/20/23



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] 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:

Alden Parker
Gregory Blueford
FISHER & PHILLIPS LLP
621 Capitol Mall, Suite 1400
Sacramento, CA 95814
gblueford@fisherphillips.com
aparker@fisherphillips.com

Michael Nourmand,
James A. De Sario,
THE NOURMAND LAW FIRM, APC
8822 West Olympic Boulevard
Beverly Hills, California 90211
mnourmand@nourmandlawfirm.com
jdesario@nourmandlawfirm.com

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