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

STEVEN DELCORSO, individually, and on
behalf of other members of the general public
similarly situated, and on behalf of other current
or former employees pursuant to the Private
Attorneys General Act of 2004 ("PAGA");

Plaintiff,

v.

WESTLAND TECHNOLOGIES, INC.,
a California corporation; and DOES 1
through 100, inclusive;

Defendants.

Case No.: CV-20-002807

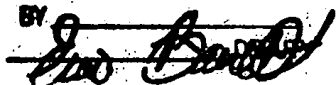
Honorable John R. Mayne
Department 21

CLASS ACTION

**ORDER OF FINAL
APPROVAL AND JUDGMENT**

Hearing Date: July 16, 2021
Hearing Time: 8:30 a.m.
Hearing Place: Dept. 21

Complaint Filed: June 26, 2021
FAC Filed: March 5, 2021
Trial: None Set

FILED
JUL 20 2021
CLERK OF THE SUPERIOR COURT
COUNTY OF STANISLAUS
BY 

1 The Court, having read the papers filed regarding Plaintiff Steven DelCorso's ("Plaintiff")
2 motion for final approval of a class action settlement and receiving the Attorney Fee Award, the Cost
3 Award, and the Class Representative Enhancement Payment, and after considering the papers
4 submitted in support of the motion, including the Joint Stipulation and Settlement Agreement
5 ("Settlement Agreement," "Settlement," or "Agreement"), hereby FINDS AND ORDERS as follows:

6 This is a putative class action. Plaintiff is former employee of Defendant Westland
7 Technologies, Inc ("Defendant"). The operative complaint in the Class Action asserts nine (9) causes
8 of action for wage and hour violations. Plaintiff has brought this Class Action on behalf of all hourly-
9 paid or non-exempt employees employed by Defendant within the State of California during the Class
10 Period ("Class"). The Class Period is time period from June 20, 2016, to March 31, 2021 ("Class
11 Period"). There are one hundred thirty one (131) Class Members who did not submit a valid and
12 timely request to exclude themselves from the class action Settlement ("Participating Class
13 Members").¹

14 On April 6, 2021, the Court preliminarily approved the proposed class action settlement.
15 Plaintiff now move for Final Approval of Settlement.

16 The terms used in this Order of Final Approval and Judgment shall have the same meaning as
17 defined in the Settlement Agreement except as may otherwise be ordered.

18 The following Class is certified for purposes of settlement only: all hourly-paid or non-exempt
19 employees employed by Defendant within the State of California during the time period from June 20,
20 2016, to March 31, 2021.

21 Generally, "questions whether a settlement was fair and reasonable, whether notice to the class
22 was adequate, whether certification of the class was proper, and whether the attorney fee award was
23 proper are matters addressed to the trial court's broad discretion." (*Wershba v. Apple Computer, Inc.*
24 (2001) 91 Cal.App.4th 224, 234-235, citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794.)

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28 ¹ There are one hundred thirty-two (132) Class Members, but one (1) Class Member submitted a valid request for
 exclusion, which brought the number down to 131.

1 In determining whether a class settlement is fair, adequate and reasonable, the
2 trial court should consider relevant factors, such as "the strength of plaintiffs'
3 case, the risk, expense, complexity and likely duration of further litigation, the
4 risk of maintaining class action status through trial, the amount offered in
5 settlement, the extent of discovery completed and the stage of the proceedings,
the experience and views of counsel, the presence of a governmental
participant, and the reaction of the class members to the proposed settlement.

6 (*Wershba v. Apple Computer, Inc.*, *supra*, 91 Cal.App.4th at pp. 244-245, citing *Dunk*, *supra*, 48
7 Cal.App.4th at p. 1801 and *Officers for Justice v. Civil Service Com'n, etc.* (9th Cir. 1982) 688 F.2d
8 615, 624.)

9 "The list of factors is not exclusive and the court is free to engage in a balancing and weighing
10 of factors depending on the circumstances of each case." (*Wershba v. Apple Computer, Inc.*, *supra*, 91
11 Cal.App.4th at p. 245.) The court must examine the "proposed settlement agreement to the extent
12 necessary to reach a reasoned judgment that the agreement is not the product of fraud or overreaching
13 by, or collusion between, the negotiating parties, and that the settlement, taken as a whole, is fair,
14 reasonable and adequate to all concerned." (*Ibid.*, quoting *Dunk*, *supra*, 48 Cal.App.4th at p. 1801 and
15 *Officers for Justice v. Civil Service Com'n, etc.*, *supra*, 688 F.2d at p. 625, internal quotation marks
16 omitted.)

17 The burden is on the proponent of the settlement to show that it is fair and
18 reasonable. However "a presumption of fairness exists where: (1) the
19 settlement is reached through arm's-length bargaining; (2) investigation and
20 discovery are sufficient to allow counsel and the court to act intelligently; (3)
counsel is experienced in similar litigation; and (4) the percentage of objectors
is small."

21 (*Wershba v. Apple Computer, Inc.*, *supra*, 91 Cal.App.4th at p. 245, citing *Dunk*, *supra*, 48
22 Cal.App.4th at p. 1802.)

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1 Although [t]here is usually an initial presumption of fairness when a proposed
2 class settlement ... was negotiated at arm's length by counsel for the class, ...
3 it is clear that the court should not give rubber-stamp approval. Rather, to
4 protect the interests of absent class members, the court must independently and
5 objectively analyze the evidence and circumstances before it in order to
6 determine whether the settlement is in the best interests of those whose claims
7 will be extinguished. To make this determination, the factual record before the
8 ... court must be sufficiently developed... The proposed settlement cannot be
9 judged without reference to the strength of plaintiffs' claims. The most
10 important factor is the strength of the case for plaintiffs on the merits, balanced
11 against the amount offered in settlement. The court must stop short of the
12 detailed and thorough investigation that it would undertake if it were actually
13 trying the case, but nonetheless it must eschew any rubber stamp approval in
14 favor of an independent evaluation.

15 (*Kullar, supra*, 168 Cal.App.4th at p. 130, internal citations and quotation marks omitted.)

16 Defendant will pay \$222,365, which includes: (1) the Administration Costs of an amount not to
17 exceed \$5,500; (2) the Private Attorney General Act ("PAGA") Payment of the amount of \$10,000,
18 seventy-five percent (75%) of which (\$7,500) shall be paid to the California Labor and Workforce
19 Development Agency ("LWDA") and twenty-five percent (25%) of which (\$2,500) shall be
20 distributed to the aggrieved employees eligible to recover the PAGA Payment that consist of all
21 hourly-paid or non-exempt employees who worked for Defendant within the State of California during
22 the period between January 29, 2020, through March 31, 2021 ("Eligible Aggrieved Employees,"
23 "PAGA Period," and "Individual PAGA Payment"), on a pro rata basis; (3) the Class Representative
24 Enhancement Payment of \$10,000 to Plaintiff; (4) the Attorney Fee Award of \$77,827.75, which is
25 thirty-five percent (35%) of the Gross Settlement Amount, (5) the Cost Award of \$17,198.26; (6)
26 Individual Settlement Shares payable to all Participating Class Members; and (7) the credit of \$51,709
27 already paid to certain Class Members as part of the *Pick Up Stix* settlement campaign under the terms
28 of the Settlement Agreement. Class Members are not required to submit a claim form to receive their
Individual Settlement Shares pursuant to the Agreement. Instead, Participating Class Members will
receive an Individual Settlement Share automatically, without the return of a claim form. Also,
Eligible Aggrieved Employees are not required to submit a claim form to receive their Individual
PAGA Payment. There is no reversion. Funding of the Class Settlement will be as follows:

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1 No later than twenty-one (21) calendar days after the Effective Final Settlement Date,
2 Defendant shall deposit \$170,656 needed to pay the entire Gross Settlement Amount by wiring the
3 funds to the Settlement Administrator. Within fourteen (14) calendar days after the deadline to Fund
4 the Settlement, the Settlement Administrator shall calculate and disburse all payments due under the
5 Settlement Agreement, including all Individual Settlement Shares, Individual PAGA Payments, the
6 Attorney Fee Award, the Cost Award, the Class Representative Enhancement Payment, the PAGA
7 Payment, and the Administration Costs. The Settlement Administrator will forward a check for
8 seventy-five percent (75%) of the PAGA Payment to the LWDA for settlement of the PAGA claim.

9 As noted in the Preliminary Approval Order, the Proposed Settlement is entitled to a
10 presumption of fairness. In their moving papers, Plaintiff contend that the proposed Settlement was the
11 product of arms-length negotiations following extensive litigation and following extensive discovery
12 and exchange of documentation relating to the claims made by Plaintiff. Moreover, the negotiations
13 were facilitated with the assistance of a skilled and experienced mediator, Paul Grossman, an
14 experienced and well-respected class action mediator.

15 With respect to the benefit to the Class Members, Plaintiff's moving papers indicate that the
16 average Individual Settlement Share will be approximately \$382.67 under the proposed allocation,
17 which is based on the number of weeks individual Class Members worked.

18 Participating Class Members and Eligible Aggrieved Employees must cash or deposit their
19 Individual Settlement Share and Individual PAGA Payment checks within one hundred eighty (180)
20 calendar days after the checks are mailed to them. If any checks are not redeemed or deposited within
21 ninety (90) calendar days after mailing, the Settlement Administrator will send a reminder postcard. If
22 any checks remain uncashed or not deposited by the expiration of the 90-day period after mailing the
23 reminder notice, the Settlement Administrator will, within two hundred (200) calendar days after the
24 checks are mailed, pay the amount of the Individual Settlement Share or Individual PAGA Payment
25 (as applicable) to the California State Controller's Unclaimed Property Division in accordance with
26 California Unclaimed Property Law so that the Participating Class Member and/or Eligible Aggrieved
27 Employee will have his or her Individual Settlement Share and/or Individual PAGA Payment available
28 to him or her per the applicable claim procedure to request that money from the State of California.

1 The Plaintiff has explained the risks and costs associated with continuing with the litigation
2 and the benefits conferred upon Class Members in the form of immediate compensation. Plaintiff has
3 satisfactorily assessed the maximum value of the claims and of the reasonableness of the discount
4 accepted in the settlement considering these risks. Finally, the Declaration of the Settlement
5 Administrator, Norman Alcantara, states that the Notice of Class Action Settlement ("Class Notices")
6 and the Election Not To Participate or Opt-out Form ("Exclusion Form") (collectively, known as the
7 "Notice Packet") were mailed to one hundred thirty-two (132) Class Members, there was only one (1)
8 valid request for exclusion from the Settlement, and there were no objections to the Settlement. This is
9 further proof of the fairness of the Settlement. The Declaration of Class Counsel provides sufficient
10 information about counsel's experience in litigating class action lawsuits.

11 The Court also has an independent right and responsibility to review the requested attorneys'
12 fees and only award so much as it determines reasonable. (*See Garabedian v. Los Angeles Cellular*
13 *Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) The amount of attorney's fees requested by
14 Class Counsel in the sum of \$77,827.75 is thirty-five percent (35%) of the common fund created for
15 the benefit of the Class Members and are supported by use of the percentage-fee method. (*See Laffitte*
16 *v. Robert Half International, Inc.* (2016) 1 Cal. 5th 480, 504.) According to the Declaration of
17 Douglas Han, Class Counsel collectively expended 299.8 hours with a total lodestar figure of
18 \$196,600. Even under the lodestar cross-check, the requested fee is below the lodestar. Considering
19 the contingent nature of the representation and the ongoing monitoring of the settlement
20 administration, the requested hourly rates and the fee is justified. The Court finds that the fee request
21 is reasonable, and it is therefore approved.

22 The Court has also reviewed Class Counsel's declarations regarding the costs expended in the
23 prosecution of this litigation. Under the terms of the settlement, Plaintiff may seek reimbursement of
24 up to \$20,000 in litigation costs. The Court finds that Plaintiff has expended \$17,198.26 in litigation
25 costs, and that such costs were reasonable. Therefore, the Court approves the payment of \$17,198.26
26 in costs from the settlement fund for the reimbursement of Class Counsel's litigation costs.

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1 The rationale for making Class Representative Enhancement Payment is that the Class
2 Representative should be compensated for the expense or risk he has incurred in conferring a benefit
3 on other members of the class. Such an enhancement payment is appropriate if it is necessary to
4 induce an individual to participate in the suit. Criteria courts may consider in determining whether to
5 make an enhancement payment include: 1) the risk to the class representative in commencing suit,
6 both financial and otherwise; 2) the notoriety and personal difficulties encountered by the class
7 representative; 3) the amount of time and effort spent by the class representative; 4) the duration of the
8 litigation; and 5) the personal benefit (or lack thereof) enjoyed by the class representative as a result of
9 the litigation.

10 The Court has reviewed the Declaration of Plaintiff, which outlines ^{his} ~~her~~ involvement in the
11 lawsuit. Given the risks inherent in service as the Class Representative, the duration of the case and
12 time involved, and the benefits created for the Class, the Court approves a Class Representative
13 Enhancement Payment in the amount of \$10,000 for Plaintiff.

14 The Court has reviewed the Declaration of Norman Alcantara, the Case Manager for
15 Simpluris, the Court-approved Settlement Administrator. The Court finds that notice was provided to
16 the Class pursuant to the preliminary approval order, and that notice was sufficient and that it satisfies
17 due process. Simpluris has discharged its duties to provide notice to the Class and approves a payment
18 of \$5,500 for its services in administering this settlement, including the mailing of settlement awards
19 according to the terms of the Settlement Agreement.

20 As of the Effective Final Settlement Date, in exchange for the consideration set forth in the
21 Agreement, Plaintiff and the Participating Class Members will release Defendant and its past or
22 present officers, directors, shareholders, employees, agents, principals, heirs, representatives,
23 accountants, auditors, consultants, insurers and reinsurers, and their respective successors and
24 predecessors in interest, subsidiaries, affiliates, parents, attorneys, and any entities that may be
25 considered joint employers ("Released Parties") from all causes of action and factual or legal theories
26 that were alleged in the Complaint or reasonably could have been alleged based on the facts and legal
27 theories contained in the operative Complaint, including all of the following causes of action: (a)
28 Violation of California Labor Code sections 510 and 1198 (Unpaid Overtime); (b) Violation of

California Labor Code sections 226.7 and 512(a) (Unpaid Meal Period Premiums); (c) Violation of California Labor Code section 226.7 (Unpaid Rest Period Premiums); (d) Violation of California Labor Code sections 1194 and 1197 (Unpaid Minimum Wages); (e) Violation of California Labor Code sections 201 and 202 (Final Wages Not Timely Paid); (f) Violation of California Labor Code section 226(a) (Non-Compliant Wage Statements); (g) Violation of California Labor Code sections 2800 and 2802 (Unreimbursed Business Expenses); (h) Violations of California Business & Professions Code section 17200, *et seq.* and (i) civil penalties under PAGA (Labor Code § 2698, *et seq.*) ("Released Claims").

The Agreement will be binding upon, and inure to the benefit of, the successors and assigns of the Parties, as previously defined.

Defendant makes no admission of liability or wrongdoing by virtue of entering into the Agreement. Additionally, Defendant reserves the right to contest any issues relating to class certification and liability if the Settlement is not approved. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, has any liability to anyone under the claims asserted in the Class and PAGA Claim, or that but for the Settlement, a Class should be certified in the Class Action or that the PAGA Claim could proceed on a representative basis. The Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in the Agreement is intended or will be construed as an admission by Defendant of liability or wrongdoing. The Settlement and Plaintiff's and Defendant's willingness to settle the Class and PAGA Claim will have no bearing on, and will not be admissible in connection with, any litigation, administrative proceeding, or other special proceeding (other than solely in connection with the Settlement).

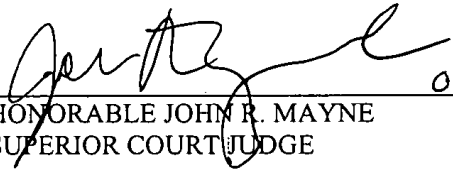
For the reasons set forth above, the Motion for Final Approval of Class Action Settlement, the Attorney Fee Award, the Cost Award, and Class Representative Enhancement Payment is GRANTED. The Settlement Administrator is directed to carry out the terms of the Settlement Agreement forthwith.

The Court sets a final accounting and compliance date for June 30, 2022 at 10:30 a.m. in Department 21. No later than five (5) court days before the final accounting and compliance date Plaintiff shall file a declaration regarding compliance.

1 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF THE
2 SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT 3.769, THE
3 COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER
4 AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
5 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE THIS
6 ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

7 IT IS SO ORDERED.

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10 DATED: 7/14/11


11 HONORABLE JOHN R. MAYNE
12 SUPERIOR COURT JUDGE
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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, California 91103.

On June 30, 2021, I served the foregoing document described as

[PROPOSED] ORDER OF FINAL APPROVAL AND JUDGMENT

on interested parties in this action by placing a true and correct copy thereof enclosed in a sealed envelope addressed as follows:

Karl N. Haws
MUNDELL, ODLUM & HAWS, LLP
650 East Hospitality Lane, Suite 470
San Bernardino, California 92408-3595

Attorney(s) for Defendant Westland Technologies, Inc.

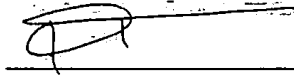
[X] BY GOLDEN STATE OVERNIGHT (GSO)

I placed such documents in a Golden State Overnight (GSO) mailer addressed to the party or parties listed above with delivery fees fully pre-paid for next-business-day Golden State Overnight (GSO) delivery, and caused it to be delivered to a Golden State Overnight (GSO) drop-off box before 8:00 p.m. on the stated date.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 30, 2021, at Pasadena, California.



Allana Rivera

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is fgonzalez@justicelawcorp.com

On December 12, 2025, I served the foregoing document described as

ORDER GRANTING FINAL APPROVAL AND JUDGMENT

for the following case: **Steven Delcorso v. Westland Technologies, Inc.**
LWDA/Court Case No.: **LWDA Case No.: LWDA-CM-820205-21**
Court Case No.: CV-20-002807
Stanislaus Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on December 12, 2025, at Pasadena, California.


Flor Gonzalez