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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

STEVEN CASAS, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

FREEDOM SOLAR SERVICES, a California
corporation dba FREEDOM FOREVER; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 21STCV20233

Assigned for all purposes to:
Hon. William F. Highberger

CLASS ACTION

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

Date: December 14, 2022
Time: 11:00 a.m.
Courtroom: Dept. SSC-10
Judge: Hon. William F. Highberger

Action Filed: May 28, 2021
Trial Date: Not Set

FILED
Superior Court of California
County of Los Angeles

12/14/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: R. Aspiras Deputy

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

2 Plaintiff STEVEN CASAS (“Plaintiff”) and Defendant FREEDOM SOLAR SERVICES
3 (“Defendant”) (Plaintiff and Defendant are the “Parties”) have reached terms of settlement for a putative
4 class and representative action. Preliminary approval was granted on June 16, 2022.

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

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

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

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

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

1 the settlement are in all respects fair, adequate, and reasonable. The Class meets the requirements for
2 conditional certification for settlement purposes only under Code of Civil Procedure § 382.

3 4. The Class Notice provided to the Class complied with the requirements of Code of Civil
4 Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and United States
5 Constitutions, and any other applicable law, and constituted the best notice practicable under the
6 circumstances, by providing individual notice to all Class Members who could be identified through
7 reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set
8 forth therein to the other Settlement Class Members. The Class Notice fully satisfied the requirements
9 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 non-exempt employees of Defendant who worked in California during the
13 Class Period (the “Class Period” is May 28, 2017 through June 16, 2022). “Settlement
14 Class Members” are those Class Members who do not submit timely exclusion requests
15 to the Settlement Administrator. (Settlement, ¶¶ 3-4.)

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

18 All Class Members that worked at any time during the PAGA Period (May 28,
19 2020 through June 16, 2022).
(Settlement, ¶¶ 10-11.)

20 7. Plaintiff STEVEN CASAS is appointed as the Class Representative. The Court finds
21 Plaintiff’s counsel are adequate, as they are experienced in wage and hour class action litigation and
22 have no conflicts of interest with absent Class Members, and that they adequately represented the
23 interests of absent class members in the Litigation. Kane Moon, H. Scott Leviant, and Mariam
24 Ghazaryan of Moon & Yang, APC, are appointed Class Counsel.

25 8. The Court appoints ILYM Group, Inc., to act as the Settlement Administrator, pursuant
26 to the terms set forth in the Agreement.

27 9. All other Class Members are Settlement Class Members, bound by the Final Approval
28 Order and Judgment in the Action.

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

4 11. In addition to any recovery that Plaintiff may receive under the Settlement as a
5 Settlement Class Member, and in recognition of the Plaintiff's general release of individual claims and
6 his efforts on behalf of the Settlement Class, the Court hereby approves the payment of an enhancement
7 awards to Plaintiff STEVEN CASAS in the amount of **\$7,500.00** / _____.

8 12. The Court approves the payment of attorneys' fees to Class Counsel in the amount of
9 **\$166,500.00** / _____ to Moon & Yang, APC. Litigation expenses are approved by
10 the Court in the amount of **\$15,840.66** / _____ to Moon & Yang, APC.

11 13. The Court approves and orders payment in the amount of **\$10,907.50** to ILYM Group,
12 Inc. for its services as the Settlement Administrator.

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

16 15. The Court sets a non-appearance case review regarding compliance with all fund
17 distribution requirements under the Settlement for _____ Nov. 20, 2023, at 9 a.m.,
18 in Dept. SSC-10 of the above-entitled Court. A Final Report, including any declaration from the
19 Settlement Administrator regarding compliance, shall be filed with the Court no later than
20 Nov. 13, 2023.

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

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

28 Upon the final approval by the Court of this Settlement and Defendant's payment of all

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

5 (a) Identity of Released Parties. The released parties are Defendant and its past or
6 present direct and/or indirect parent companies, subsidiaries, affiliates, divisions,
7 predecessors, successors, and/or assigns and the current or former officers, directors,
8 managers, employees, agents, representatives, attorneys, insurers, partners, investors,
9 shareholders, members, administrators of each such entity, in their personal, individual,
10 official, and/or corporate capacities (collectively "Releasees").

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

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

24 1) all known and unknown claims, losses, damages, liquidated damages, penalties,
25 interest, liabilities, causes of action, civil complaints, arbitration demands or suits which
26 arise from the facts asserted in the Action, including, without limited to the foregoing,
27 all claims under the California Labor Code as alleged in the Action and applicable
28 Wage Orders, including violations 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 by Plaintiff and each of the Settlement Class Members, on behalf of
themselves and each of their heirs, representatives, successors, assigns and attorneys,
which shall be fully, finally and forever released, relinquished and discharged
("Released Claims");

2) as to any Class Member who cashes their Settlement Payment, the signing and
negotiation of that check shall serve as the Class Member's consent to join the action
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,

3) (d) Claims Released by the Class, Including PAGA Employees. All PAGA
Employees employed during the Released PAGA Claims Period (whether requesting
exclusion from the Settlement or not) will release the Released PAGA Claims
["Released PAGA Claims" means all claims that have been pled or could have been
pled, based upon the factual allegations and issues set forth in the Notice to the LWDA
and alleged in the Complaint, including civil penalties under PAGA, fees, and all other
claims and allegations made or which could have been made in the Action based on the
facts and allegations pled in Plaintiff's Notice to the LWDA and the Complaint.
Plaintiff's Notice to the LWDA is attached to the Settlement as Exhibit "B."].

(e) The Parties recognize that the Settlement Payments to be paid to Class Members reflect the settlement of a dispute over claimed wages, interest, penalties, and all other alleged damages.

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

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

IT IS SO ORDERED.

Dated: 12/14/2022



Hon. William F. Highberger
LOS ANGELES COUNTY 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:

POLSINELLI
JORDAN C. LEE
JOSE ABARCA
2049 Century Park East, Suite 2900
Los Angeles, CA 90067
Telephone: 617.824.5150
Facsimile: 617.830.8490
jcllee@polsinelli.com
jabarca@polsinelli.com

Attorneys for Defendant

[✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service CASEANYWHERE. I did not receive an error message.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **November 10, 2022** at Los Angeles, California.

H. Scott Leviant
Type or Print Name



Signature