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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ELIA PAREDES ACOSTA, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

SMG/LONG BEACH CONVENTION AND
ENTERTAINMENT CENTER, a business
entity form unknown; ASM GLOBAL
FRESNO, LLC, a Delaware limited liability
company; and DOES 1 through 100,

Defendants.

CASE NO. 21STCV27103

*[Assigned for all purposes to the Hon. Theresa
M. Traber, Dept. I]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT, ATTORNEYS'
FEES AND COSTS, AND CLASS
REPRESENTATIVE SERVICE
PAYMENT**

Date: October 15, 2025
Time: 10:30 a.m.
Dept.: SSC-1

Action Filed: July 23, 2021
Trial Date: None Set

1 **[PROPOSED] JUDGMENT AND ORDER**

2 Plaintiff Elia Paredes Acosta's ("Plaintiff") Motion of for Final Approval of Class Action
3 Settlement, Attorneys' Fees and Costs, and Class Representative Service Payment came on
4 regularly for hearing before this Court on October 15, 2025, at 10:30 a.m., pursuant to California
5 Rule of Court 3.769 and this Court's Order granting Preliminary Approval of Class Action
6 Settlement ("Preliminary Approval Order"). Having considered the parties' Class Action and
7 PAGA Settlement Agreement and Class Notice ("Settlement" or "Settlement Agreement"),
8 Plaintiff's Motion for Final Approval of Class Action Settlement, and all other documents and
9 evidence presented in support thereof, and recognizing the sharply disputed factual and legal
10 issues involved in this case, the risks of further prosecution, and the benefits to be received by the
11 participating Settlement Class members pursuant to the Settlement, the Court hereby makes a
12 final ruling that the proposed Settlement is fair, reasonable, and adequate, and is the product of
13 good faith, arms'-length negotiations between the parties. Good cause appearing therefore, the
14 Court hereby GRANTS Plaintiff's Motion for Final Approval of Class Action Settlement and
15 HEREBY ORDERS THE FOLLOWING:

16 1. Final judgment is hereby entered in conformity with the Settlement and this Final
17 Approval Order.

18 2. The conditional class certification contained in the Preliminary Approval Order is
19 hereby made final, and the Court thus certifies, for purposes of the Settlement, the following
20 Settlement Class:

21 All current and former non-exempt employees of Defendant SMG ("Defendant")
22 in California who worked at any time between January 26, 2017, and June 30,
23 2024 (the "Class Period"), at the Long Beach Convention and Entertainment
Center.

24 3. Plaintiff Elia Paredes Acosta is hereby confirmed as the Class Representative.
25 Fletcher W. Schmidt, Paul K. Haines, Andrew J. Rowbotham, and Susan J. Perez of Haines Law
26 Group, APC, are hereby confirmed as Class Counsel.

27 4. Notice was provided to the Settlement Class members as set forth in the Settlement
28 Agreement, which was preliminarily approved by the Court on April 29, 2025, and the notice
process has been completed in conformity with the Settlement and this Court's orders. The Court

1 finds that said notice constituted reasonable notice under the circumstances. The notice provided
2 due and adequate notice of the proceedings and matters set forth therein, informed Settlement
3 Class members of their rights, and fully satisfied the requirements of California Code of Civil
4 Procedure § 382, California Rules of Court 3.766 and 3.769, due process, the California and
5 United States Constitutions, and other applicable law.

6 5. The Court finds that no Settlement Class members opted out from the Settlement,
7 resulting in a 100% participation rate. The Court determines that this response supports final
8 approval.

9 6. The Court hereby approves the Settlement as set forth in the Settlement Agreement
10 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
11 according to its terms.

12 7. For purposes of settlement only, the Court finds that: (a) the members of the
13 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
14 (b) there are questions of law or fact common to the Settlement Class members, and there is a
15 well-defined community of interest among Settlement Class members with respect to the subject
16 matter of the litigation; (c) the claims of the Class Representative are typical of the claims of the
17 Settlement Class members; (d) the Class Representative has fairly and adequately protected the
18 interests of the Settlement Class members; (e) a class action is superior to other available methods
19 for an efficient adjudication of this controversy; and (f) Class Counsel is qualified to serve as
20 counsel for the Class Representative and the Settlement Class members.

21 8. The Court finds that given the absence of objections, and objections being a
22 prerequisite to appeal, this Order shall be considered final as of the Effective Date, as that term is
23 defined in the Settlement Agreement.

24 9. As of the date that this Judgment becomes final, all participating Settlement Class
25 members, who have not opted out will release and discharge Defendant, its past and present
26 officers, directors, shareholders, managers, exempt employees, agents, principals, heirs,
27 representatives, accountants, auditors, consultants, and its respective successors and predecessors
28 in interest, subsidiaries, affiliates parents and attorneys (collectively, the “Released Parties”),

1 from all claims, demands, rights, liabilities and causes of action that were pled in the operative
2 complaint in *Elia Paredes Acosta vs. Defendant SMG/Long Beach Convention and Entertainment*
3 *Center*, Case No. 21STCV27103 initiated on July 23, 2021, in Los Angeles Superior Court (the
4 “Action”), or which could have been alleged based on the factual allegations therein, that arose
5 during the Class Period. The time period covered by this release will mirror the Class Period and
6 will become effective upon the date that Defendant deposits the entire Gross Settlement Amount
7 with the Settlement Administrator. Participating Class Members, excluding Plaintiff Elia Paredes
8 Acosta, do not release any other claims, including claims for vested benefits, wrongful
9 termination, violation of the Fair Employment and Housing Act, unemployment insurance,
10 disability, social security, workers’ compensation, or claims based on facts occurring outside the
11 Class Period.

12 10. As of the date that this Judgment becomes final, all Aggrieved Employees, defined
13 as all current and former non-exempt employees of Defendant in California who worked at any
14 time between July 23, 2020 and June 30, 2024 (the “PAGA Period”), at the Long Beach
15 Convention and Entertainment Center, will release and discharge the Released Parties from all
16 Private Attorneys General Act, Labor Code §§ 2698. *et seq.* (“PAGA”) claims that are based on
17 the Labor Code violations pled in the operative complaint in the Action or Plaintiff’s letter to the
18 California Labor and Workforce Development Agency (“LWDA”) dated July 23, 2021, or which
19 could have been pled in the operative complaint in the Action based on the factual allegations
20 therein, that arose during the PAGA Period. Aggrieved Employees will not release any underlying
21 wage and hour claims under this paragraph, only PAGA claims. Aggrieved Employees will not
22 be provided with the opportunity to opt out of this PAGA Release. The time period covered by
23 this release will mirror the PAGA Period and will become effective upon the date that Defendant
24 deposits the entire Gross Settlement Amount with the Settlement Administrator.

25 11. The Court orders Defendant to deposit the entire Gross Settlement Amount of
26 \$215,000.00 with Apex Class Action Administration (the “Settlement Administrator”) within 30
27 calendar days of the signing and entering of this Judgement and Order, as provided for in the
28 Settlement.

1 12. The Court finds that the Individual Settlement Payments, as defined and provided
2 for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator
3 to distribute the Individual Settlement Payments in conformity with the terms of the Settlement.

4 13. The Court finds that the payment to the LWDA in the amount of \$11,250.00 for
5 its 75% share of the civil penalties allocated under the PAGA is fair, reasonable and adequate,
6 and orders the Settlement Administrator to distribute this payment to the LWDA in conformity
7 with the terms of the Settlement.

8 14. The Court finds that the Class Representative Service Payment in the amount of
9 \$10,000.00 to the named Plaintiff is appropriate in recognition of the risks undertaken by Plaintiff;
10 for the amount of time and effort spent by Plaintiff as the Class Representative; for the service
11 Plaintiff provided to the Settlement Class members; for Plaintiff's general release of claims
12 provided as part of the Settlement Agreement; and for serving the interests of the Settlement Class
13 members. The Court finds that this amount is fair, reasonable, and adequate, and orders that the
14 Settlement Administrator make this payment in conformity with the terms of the Settlement.

15 15. The Court finds that attorneys' fees in the amount of \$71,666.67 for Class Counsel
16 are fair, reasonable, and adequate in light of the common fund provided for the benefit of the
17 Settlement Class members, and orders that the Settlement Administrator distribute these payments
18 to Class Counsel in conformity with the terms of the Settlement. The Court finds that the time
19 devoted to the matter by Class Counsel was reasonably necessary in the investigation and
20 prosecution of this action and that the fees are appropriately awarded in light of the benefit
21 provided to the Settlement Class members by Class Counsel's efforts.

22 16. The Court finds that reimbursement of actual litigation costs of \$32,770.78 for
23 Class Counsel are fair, reasonable, and adequate, and orders that the Settlement Administrator
24 distribute these payments to Class Counsel in conformity with the terms of the Settlement.

25 17. The Court orders that the Settlement Administrator shall be paid \$8,990.00 from
26 the Gross Settlement Amount for all of its work done and to be done until the completion of this
27 matter, and finds that sum appropriate.

1 18. Any funds from Individual Settlement Payments remaining uncashed after the
2 180-day check-cashing deadline shall be distributed to the *cy pres*, Legal Aid Foundation of Los
3 Angeles, LAFLA, in accordance with the terms of the Settlement.

4 19. Pursuant to California Rule of Court 3.771(b), the Court orders the Settlement
5 Administrator to post notice of this Judgment and Order on its website for the Settlement Class
6 members and Aggrieved Employees for a period of sixty (60) calendar days.

7 20. Pursuant to California Code of Civil Procedure § 664.6 and Rule 3.769(h) of the
8 California Rules of Court, the Court will retain jurisdiction over this action and the parties until
9 final performance of the Settlement Agreement.

10 21. This document shall constitute a final judgment pursuant to California Rule of
11 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
12 approval hearing, the court must make and enter judgment. The judgment must include a
13 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
14 judgment. The court may not enter an order dismissing the action at the same time as, or after,
15 entry of judgment.” The Court will retain jurisdiction to enforce the Settlement, the Final
16 Approval Order, and this Judgment, pursuant to California Rule of Court 3.769(h) and California
17 Code of Civil Procedure § 664.6.

18 22. Plaintiff will submit to the Court a final report in the form of a declaration from
19 the Settlement Administrator on or before July 15, 2026, setting forth the total amount that was
20 paid to participating Settlement Class members, the number and amount of any uncashed checks,
21 and the date by which the uncashed funds will be remitted to the State Controller. The Court will
22 hold a final accounting hearing on August 14, 2026, at 8:30 a.m. or _____ at
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_____ a.m./p.m., to review the report and determine if any further reports or hearings are necessary.

IT IS SO ORDERED.

Dated: _____, 2025

Honorable Theresa M. Traber
Judge of the Superior Court