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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF SAN MATEO**

12 DAVID VERDUGO, on behalf of himself and
13 all others similarly situated,

14 Plaintiff,

15 v.

16 NVENT THERMAL, LLC., a Delaware
17 Corporation; and DOES 1-50, inclusive.

18 Defendants.

CASE NO.: 21-CIV-04370

Assigned to the Hon. Robert D. Foiles

**[PROPOSED] ORDER GRANTING
FINAL APPROVING OF CLASS
ACTION SETTLEMENT AND FINAL
JUDGEMENT**

HEARING INFO

Date: June 30, 2023
Time: 2:00 p.m.
Dept.: 21

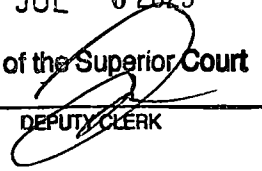
Complaint Filed: August 13, 2021
FAC Filed: April 4, 2022
SAC Filed: October 4, 2022

Preliminary Granted: February 17, 2023

FILED
SAN MATEO COUNTY

JUL 6 2023

Clerk of the Superior Court

Electronically By 
RECEIVED
6/6/2023

CLERK OF THE SUPERIOR COURT
SAN MATEO COUNTY

1 This matter having come for hearing on June 30, 2023, regarding the unopposed Motion for
2 Final Approval of Class Action Settlement on the terms set forth in the Class Action and PAGA
3 Settlement Agreement and Release of Claims (the “Settlement”). In conformity with California Rules
4 of Court, rule 3.769, with due and adequate notice having been given to Class Members (as defined
5 in the Settlement), and having considered the Settlement, all of the legal authorities and documents
6 submitted in support thereof, all papers filed and proceedings had herein, all oral and written
7 comments received regarding the Settlement, and having reviewed the record in this litigation, and
8 good cause appearing, the Court **GRANTS** final approval of the Settlement and orders and makes
9 the following findings and determinations and enters final judgment as follows:

10 1. All terms used in this order shall have the same meaning given as those terms are used
11 and/or defined in the parties’ Settlement Agreement and Plaintiff’s Motion for Order Granting Final
12 Approval of Class Action Settlement. A copy of the Settlement is attached to the Declaration of
13 Mehrdad Bokhour in Support of Plaintiff’s Motion for Preliminary Approval of Class Action
14 Settlement as **Exhibit 1** and is made a part of this order.

15 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
16 jurisdiction to approve this Settlement and all exhibits thereto.

17 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
18 Settlement and as follows: “*all persons who performed work in any non-exempt position for*
19 *Defendant in California at any time during the Class Period,*” which is the period from August 13,
20 2017 through September 30, 2022.

21 4. The Court deems this definition sufficient for the purpose of rule 3.765(a) of the
22 California Rules of Court, and solely for the purpose of effectuating the Settlement.

23 5. The Court finds that an ascertainable class of 762 class members exists and a well-
24 defined community of interest exists on the questions of law and fact involved because in the context
25 of the Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of
26 the Plaintiff is typical of claims of the Class Members; and (iii) in negotiating, entering into and
27 implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and
28 protected the interest of the Class Members.

1 6. The Court is satisfied that ILYM Group, Inc., which was appointed as the Settlement
2 Administrator, completed the distribution of Class Notice to the Class in a manner that comports with
3 California Rule of Court 3.766. The Class Notice informed 763 prospective Class Members of the
4 Settlement terms, their rights under the settlement and receive their settlement share, their rights to
5 submit a request for exclusion, their rights to comment on or object to the Settlement, and their rights
6 to appear at the Final Approval and Fairness Hearing and be heard regarding approval of the
7 Settlement. Sufficient period of time to respond and to act were provided by each of these procedures.
8 No Class Members filed written objection to the Settlement as part of this notice process, and no
9 Class Members filed a written statement of intention to appear at the Final Approval and Fairness
10 Hearing, and only one individual submitted a request for exclusion. This individual will not be bound
11 by the Settlement and will not receive any portion of the Net Settlement Amount.

12 7. The Court hereby approves the terms set forth in the Settlement Agreement and finds
13 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent, and
14 compliant with all applicable requirements of the California Code of Civil Procedure, the California
15 and United States Constitutions, including the Due Process clauses, the California Rules of Court,
16 and any other applicable law, and in the best interests of each of the Parties and Class Members.

17 8. The Court directs the Parties to effectuate the Settlement Agreement according to its
18 terms and declares the Settlement Agreement to be binding on all 762 Participating Class Members.

19 9. The Court finds that the Settlement Agreement has been reached as a result of
20 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have
21 conducted extensive investigation and research, and their attorneys were able to reasonably evaluate
22 their respective positions.

23 10. The Court also finds that the Settlement now will avoid additional and potentially
24 substantial litigation costs, as well as delay and risks of the Parties were to continue to litigate the
25 case. Additionally, after considering the monetary recovery provided as part of the Settlement in
26 light of the challenges posed by continued litigation, and Court concludes that Class Counsel secured
27 significant relief for Class Members.

28

1 11. The Settlement Agreement is not an admission by Defendant, nor is this order a
2 finding of the validity of any allegations or of any wrongdoing by Defendant.

3 12. The Court appoints Plaintiff David Verdugo as Class Representative and finds him to
4 be adequate.

5 13. The Court appoints Joshua Falakassa of Falakassa Law, P.C. and Mehrdad Bokhour
6 of Bokhour Law Group, P.C. as Class Counsel and finds each of them to be adequate, experienced,
7 and well-versed in class action litigation.

8 14. The terms of the Settlement Agreement, including the Gross Settlement Amount of
9 \$3,250,000.00 and the individual settlement shares, are fair, adequate, and reasonable to the Class
10 and to each Class Member, and the Courts grants final approval of the Settlement set forth in the
11 Settlement Agreement, subject to this order.

12 15. The Court approves the following allocations, which fall within the ranges stipulated
13 by and through the Settlement Agreement:

14 A. The Court awards \$11,000.00 to ILYM Group, Inc., the Settlement
15 Administrator, and finds this amount to be fair and reasonable. The Court grants final approval
16 of it and orders the Parties to make the payment to the Settlement Administrator in accordance
17 with the Agreement.

18 B. The Court awards \$1,083,333.33 to Class Counsel as attorneys' fees and finds
19 this amount to be fair and reasonable in light of the benefit obtained for the Class. The Court
20 grants final approval of, awards, and orders the Class Counsel fees payment to be made in
21 accordance with the Settlement Agreement.

22 C. The Court awards \$14,494.55 in litigation costs, an amount which the Court
23 finds to be reflective of the reasonable costs incurred. The Court grants final approval of and
24 orders the Class Counsel litigation expenses payment in this amount to be made in accordance
25 with the Settlement Agreement.

26 D. The Court awards \$10,000.00 to the class representative as payment requested
27 by Plaintiff and finds this amount to be fair and reasonable. The Court grants final approval
28 of and orders the class representative payment to be made in accordance with the Settlement

1 Agreement.

2 E. The Court approves the \$50,000.00 allocation for penalties under the Labor
3 Code Private Attorneys General Act of 2004, and orders 75% thereof (i.e., \$37,500.00) to be
4 paid to the California Labor and Workforce Development Agency in accordance with the
5 terms of the Settlement Agreement and the remainder to the Class.

6 16. The Court orders the Parties to comply with and carry out all terms and provisions of
7 the Settlement, to the extent that the terms thereunder do not contradict with this Order, in which case
8 the provisions of this order shall take precedence and supersede the Settlement.

9 17. Nothing in the Settlement or this order purports to extinguish or waive Defendant's
10 rights to continue to oppose the merits of the claims in this Action or class treatment of these claims
11 in this case if the Settlement fails to become final or effective, or in any other case without limitation.

12 18. All 762 Participating Class Members shall be bound by the Settlement and this order,
13 including the release of claims as set forth in the Settlement Agreement.

14 19. The Parties shall bear their own respective attorneys' fees and costs except as
15 otherwise provided in this order and the Settlement Agreement.

16 20. All checks mailed to the Class Members must be cashed within one hundred and eighty
17 (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then the
18 Settlement Administrator shall submit such funds to the State of California's Unclaimed Property
19 Fund in the name of the Class Member. The Court finds that this meets the requirements of the Code
20 of Civil Procedure section 384.

21 21. Within 10 days of this order, the Settlement Administrator shall give notice of
22 judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by
23 posting a copy of this order and final judgment on its website.

24 22. The Court retains continuing jurisdiction over the Action and the Settlement, including
25 jurisdiction pursuant to rule 3.769(h) of the California Rules of Court, solely for purposes of
26 (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and
27 (c) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

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1 23. Plaintiff shall file with the Court a report regarding the status of distribution within
2 one hundred and twenty (120) days after all funds have been distributed.

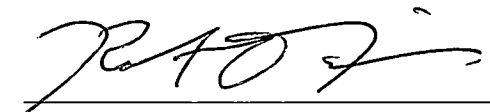
3 24. This final judgment is intended to be a final disposition of the above-captioned action
4 in its entirety and is intended to be immediately appealable. This final judgment resolves and
5 extinguishes all claims released by the Settlement Agreement against Defendant and the Released
6 Parties as set forth in the Agreement.

7 25. The Court hereby sets a hearing date of 3/29/2024 at 2⁰⁰pm/am for a
8 hearing on the final accounting and distribution of the settlement. *in a Dept. TBD*

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10 **IT IS SO ORDERED.**

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12 DATED: 6/30, 2023



HONORABLE ROBERT D. FOILES

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