

David W. Slayton, Executive Officer / Clerk of Court

By: R. Arraiga Deputy

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

JOSE L. SANDOVAL VILLAFANA, on) Case No.: 21STCV17085
behalf of himself and all other)
similarly situated and)
aggrieved,)

Plaintiffs,)

vs.)

SATCO, INC., a California)
corporation; and DOES 1 through)
100, inclusive,)

Defendants.)
_____)

JUDGMENT

The Court finds as follows:

A. The Court granted preliminary approval of the
Settlement Agreement and certified a provisional settlement
class on August 15, 2023.

1 B. The Court granted final approval of the Settlement
2 Agreement on January 24, 2024, certified the settlement class
3 with no opt-outs, and found that the Settlement Agreement was
4 fair, adequate and reasonable.

5 C. The Court defined the following:

6 "Class": all individuals who worked for Defendant as non-
7 exempt, hourly-paid employees in California at any time during
8 the Class Period. (§1.5)

9 "Class Period": November 10, 2018 through July 3, 2022.
10 (¶1.12)

11 "Aggrieved Employee": an individual who worked for
12 Defendant as a non-exempt, hourly-paid employee in California at
13 any time during the PAGA Period. (§1.4)

14 "PAGA Period": May 5, 2020 through July 3, 2022. (§1.31)

15 "Participating Class Member": a Class Member who does not
16 submit a valid and timely Request for Exclusion from the
17 Settlement. (§1.35)

18 IT IS ORDERED, ADJUDGED AND DECREED:

19 1. Plaintiffs Jose L. Sandoval Villafana, on behalf of
20 himself and all other similarly situated and aggrieved, shall
21 take from Defendant Satco, Inc., as set forth in the Parties'
22 Settlement Agreement and the Court's Approval Order entered
23 January 24, 2024.
24
25

1 2. Defendant must pay Plaintiffs the Gross Settlement
2 Amount (GSA) of \$1,200,000. The Net Settlement Amount ("Net")
3 is the GSA minus the following:

4 a. \$400,000 for attorney fees to Class Counsel,
5 Bibiyan Law Group, P.C.

6 b. \$15,474.32 for attorney costs to Class Counsel.

7 c. \$5,000 for a service award to the class
8 representative, Jose L. Sandoval Villafana.

9 d. \$10,000 for settlement administration costs to
10 Phoenix Settlement Administrators.

11 e. \$22,500 (75% of \$30,000 PAGA penalty) to the
12 LWDA.
13

14 The employer's share of payroll taxes will be paid
15 separately by Defendant in addition to the GSA. (§14.)

16 3. Effective on the date when Defendant fully funds the
17 entire Gross Settlement Amount and funds all employer payroll
18 taxes owed on the Wage Portion of the Individual Class Payments,
19 Plaintiff, Class Members, and Class Counsel will release claims
20 against all Released Parties as follows: (§5)

21 Release by Participating Class Members: All Participating
22 Class Members, on behalf of themselves and their respective
23 former and present representatives, agents, attorneys, heirs,
24 administrators, successors, and assigns, release Released
25 Parties from (i) all claims that were alleged, or reasonably

1 could have been alleged, based on the Class Period facts stated
2 in the Operative Complaint including, e.g., any and all claims
3 involving: (1) any alleged failure to pay overtime wages; (2)
4 any alleged failure to pay minimum wages; (3) any alleged
5 failure to provide compliant meal periods, or compensation in
6 lieu thereof; (4) any alleged failure to provide compliant rest
7 periods, or compensation in lieu thereof (5) any alleged failure
8 to pay wages due upon termination or resignation; (6) any
9 alleged failure to provide compliant wage statements; (7) any
10 alleged failure to timely pay wages; (8) any alleged failure to
11 pay wages for vested paid vacation time or other vested paid
12 time off; (9) any alleged failure to maintain accurate and/or
13 complete pay records; and (10) any alleged unlawful, unfair, or
14 fraudulent business acts or practices under California Business
15 & Professions Code section 17200, et seq. arising out of the
16 Labor Code and Industrial Welfare Commission ("IWC") Wage Order
17 violations referenced in the Operative Complaint. Except as set
18 forth in Section 5.3 of this Agreement, Participating Class
19 Members do not release any other claims, including claims for
20 vested benefits, wrongful termination, violation of the Fair
21 Employment and Housing Act, unemployment insurance, disability,
22 social security, worker compensation, or claims based on facts
23 occurring outside the Class Period. (§5.2)
24
25

1 Release by Aggrieved Employees: All Aggrieved Employees are
2 deemed to release, on behalf of themselves and their respective
3 former and present representatives, agents, attorneys, heirs,
4 administrators, successors, and assigns, the Released Parties
5 from all claims for PAGA penalties that were alleged, or
6 reasonably could have been alleged, based on the PAGA Period
7 facts stated in the Operative Complaint and the PAGA Notice,
8 including, e.g., any and all claims for PAGA penalties pursuant
9 to Labor Code sections 210, 226.3, 558, 1174.5, 1197.1, and 2699
10 in connection with alleged violations of Labor Code sections 96,
11 98.6, 200, 201, 202, 203, 204, 204b, 210, 221, 223, 226, 226.3,
12 226.7, 227.3, 232, 232.5, 246, et seq., 404, 432, 510, 512, 558,
13 1102.5, 1174, 1174.5, 1194, 1197, 1197.1, 1197.5, 1198.5, 1199,
14 2699, 2802, and 2810.5, as well as related IWC Wage Order
15 provisions. (§5.3)

17 "PAGA Notice" means Plaintiff's May 5, 2021 letter to
18 Defendant and the LWDA providing notice pursuant to Labor Code
19 section 2699.3, subd.(a). (§1.33)

20 "Released Parties" means: Defendant and each of its former,
21 present and future owners, parents, and subsidiaries, and all of
22 their current former, and future officers, directors, members,
23 managers, employees, consultants, partners, shareholders, joint
24 venturers, agents, predecessors, successors, assigns,
25

1 accountants, insurers, reinsurers, and/or legal representatives.
2 (§1.41)

3 Named Plaintiff Jose L. Sandoval Villafana also provides a
4 general release and CC § 1542 waiver. (§5.1)

5 4. All uncashed settlement checks, plus interest, must be
6 delivered to the California State Controller's Unclaimed
7 Property Division in the name of the Class Member/Aggrieved
8 Employee who did not cash his or her check.
9

10 5. Pursuant to California Rules of Court, Rule 3.769(h),
11 the Court retains jurisdiction over the parties with respect to
12 enforcement of this Judgment under California Code of Civil
13 Procedure Section 664.6.

14 CLERK TO GIVE NOTICE.

15 DATED: January 24, 2024



Yvette M. Palazuelos

YVETTE M. PALAZUELOS
JUDGE OF THE SUPERIOR COURT
Yvette M. Palazuelos / Judge