

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

FEB - 3 2025

BY Jessica Garcez
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Jessica Garcez

POTTER HANDY LLP

Mark D. Potter (SBN 166317)
mark@potterhandy.com
James M. Treglio (SBN 228077)
jimt@potterhandy.com
100 Pine St., Ste 1250,
San Francisco, CA 94111
Tel: (858) 375-7385
Fax: (888) 422-5191

Attorneys for Plaintiff David Scott

Larry W. Lee (State Bar No. 228175)
Kristen M. Agnew (State Bar No. 247656)

DIVERSITY LAW GROUP, P.C.

515 S. Figueroa Street, Suite 1250
Los Angeles, CA 90071
(213) 488-6555
(213) 488-6554 facsimile
lwlee@diversitylaw.com
kagnew@diversitylaw.com

Attorneys for Plaintiffs Tamara Suvorova and
Andy Echeverria Palomo

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

TAMARA SUVOROVA, as an individual and
on behalf of all others similarly situated;
ANDY ECHEVERRIA PALOMO, as an
individual and on behalf of all others similarly
situated,

Plaintiffs,

vs.

VKS MURRIETA LIMITED PARTNERSHIP,
et al.,

Defendants.

CASE NO. CIVSB2203870

(Assigned for all purposes to the Hon. Joseph
T. Ortiz, Dept. S17)

CLASS ACTION

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND ATTORNEYS'
FEES AND COSTS**

Judge: Hon. Joseph T. Ortiz
Hearing Date: February 3, 2025
Time: 1:30 p.m.

Action Filed: February 17, 2022

1 On February 3, 2025, the Court held a hearing on Plaintiffs' Motion for Final Approval of
2 Class Action Settlement and Attorneys' Fees and Costs.

3 The Court has reviewed the Class Notice and related forms and the notice procedures that
4 the parties implemented in accordance with the Court's Order on Plaintiffs' motion for preliminary
5 approval of the class action settlement. The Court finds that Class Members have duly been given
6 notice of the Settlement, to participate in the settlement by doing nothing, exclude themselves from
7 the Settlement, and comment on or object to the Settlement or any of its terms. Having read and
8 considered the Settlement, the papers filed in support of Plaintiffs' unopposed motion, the Court
9 GRANTS final approval of the Settlement and ORDERS AND MAKES THE FOLLOWING
10 FINDINGS AND DETERMINATIONS:

11 1. All terms used in this Order Granting Final Approval of Class Action Settlement
12 and Attorney's Fees and Costs (the "Order") shall have the same meanings given as those terms
13 are used and/or defined in the parties' Settlement Agreement (the "Settlement" or "Agreement").

14 2. The Court is satisfied that CPT Group which functioned as the Settlement
15 Administrator, completed the distribution of Class Notice to the Class in a manner that comports
16 with California Rule of Court 3.766. The Class Notice informed 1,348 Class Members of the
17 Settlement terms, their rights to do nothing and receive their settlement share, their rights to submit
18 a request for exclusion, their rights to comment on or object to the Settlement, and their rights to
19 appear at the Final Approval Hearing, and be heard regarding approval of the Settlement. Adequate
20 periods of time to respond and to act were provided by each of these procedures. There are no
21 Class Members who request for exclusion. One Class Member filed written objection to the
22 Settlement as part of this notice process, and no Class Members filed a written statement of
23 intention to appear at the Final Approval Hearing.

24 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
25 Agreement and as follows:

26 ***a. all individuals who are or were employed by Defendant***
27 ***or its predecessor or merged entities in California at any time from***
28 ***December 13, 2018 to September 6, 2024 (collectively, the***
"Settlement Class" or "Class Member").

1 4. The Court deems this definition sufficient for the purpose of California Rule of
2 Court 3.765(a), and solely for the purpose of effectuating the Settlement.

3 5. The Court appoints Plaintiffs Tamara Suvorova, Andy Echeverria Palomo and
4 David Scott as Class Representatives.

5 6. The court appoints James M. Treglio of Potter Handy LLP as adequate class
6 counsel.

7 7. The terms of the Agreement, including the Gross settlement amount of
8 \$2,775,000.00 and the individual Settlement Shares, are fair, adequate, and reasonable to the Class
9 and to each Class Member, and the Courts grants final approval of the Settlement set forth in the
10 Agreement. The Court orders the Parties to comply with and carry out all terms and provisions of
11 the Settlement, to the extent that the terms thereunder do not contradict or conflict with this Order,
12 in which case the provisions of this Order shall take precedence and supersede the Settlement.
13 Defendants shall pay out the Gross Settlement Amount as follows:

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15	1. Deadline for Defendant to deposit \$2,775,000.00 with Settlement Administrator	Within 60 days after the Final Effective Date
16	2. Deadline for Settlement Administrator to distribute Settlement Awards, Enhancement Award, and Class Counsel's Fees and Expenses (if Settlement is Effective)	Within 15 days from receipt of the Final Payment

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20 8. The \$14,500.00 designated for payment to CPT Group, the Settlement
21 Administrator, is fair and reasonable. The Court grants final approval of, and orders the Parties to
22 make the payment to the Settlement Administrator in accordance with the Agreement.

23 9. The \$925,000 amount requested by Plaintiff and Class Counsel for the Class
24 Counsel's attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. The
25 Court grants final approval of, awards, and orders the Class Counsel Fees Payment to be made in
26 accordance with the Agreement.

27 10. The \$23,266.67 amount requested by Plaintiffs and Class Counsel for the Class
28 Counsel's reimbursement of expenses is fair and reasonable. The Court grants final approval of,

and orders the Class Counsel Litigation Expenses Payment to be made in accordance with the Agreement.

11. The \$30,000.00 requested by Plaintiffs for the Class Representative Payment is fair and reasonable. The Court grants final approval of, and orders the Class Representative Payment to be made in accordance with the Agreement.

12. The Court approves of the \$100,000.00 allocation assigned for claims under the Private Attorney General Act (PAGA), and orders 75% thereof (i.e., \$75,000.00) to be paid to the California Labor and Workforce Development Agency (LWDA) in accordance with the terms of the Settlement Agreement.

13. Nothing in the Settlement or this Order purports to extinguish or waive Defendants' rights to continue to oppose the merits of the claims in this Action or class treatment of these claims in this case if the Settlement fails to become Final or effective, or in any other case without limitation. The Settlement is not an admission by Defendants, nor is this Order or the subsequent Judgment that Plaintiffs have asked the Court to enter based on this Order a finding of the validity of any allegations against Defendants in the Court proceeding or any wrongdoing by Defendants. Neither the Settlement nor this Order or the subsequent Court Judgment is a finding that certification of the Class is proper for any purpose or proceeding other than for settlement purposes.

14. All Class Members shall be bound by the Settlement and this Order, including the release of claims in favor of Defendants and the other Released Parties as set forth in the Agreement, and are permanently barred from prosecuting against Defendants and the other Released Parties any and all of Class Members' Released Claims as defined in the Agreement.

15. Class Representatives Tamara Suvorova, Andy Echeverria Palomo and David Scott are bound to the general release of claims against Defendants and the other Released Parties as set forth in the Agreement, and is permanently barred from prosecuting against Defendants and the other Released Parties any and all of Plaintiffs' Released Claims as defined in the Agreement.

16. The Parties shall bear their own respective attorneys' fees and costs except as otherwise provided in the Settlement Agreement.

17. Pursuant to California Rule of Court 3.769(h), the Court retains jurisdiction solely for purposes of enforcing the Settlement Agreement, addressing settlement administration matters, and addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

18. The Court hereby sets a hearing date of 11/17/2025 at 8:30 pm/am for a hearing on the final accounting and distribution of the settlement funds.

IT IS SO ORDERED.

DATED: Feb. 3, 2025


Hon. Joseph T. Ortiz
Judge of San Bernardino County Superior Court