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Superior Court of California
County of Los Angeles
10/28/2024

David W. Slayton, Executive Officer / Clerk of Court
By: R. Arraiga Deputy

KINGSLEY SZAMET & LY
ERIC B. KINGSLEY, Esq. (SBN 185123)
eric@kingsleylawyers.com
KELSEY M. SZAMET, Esq. (SBN 260264)
kelsey@kingsleylawyers.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Telephone: (818) 990-8300
Fax: (818) 990-2903

ABRAMSON LABOR GROUP
WILLIAM ZEV ABRAMSON, Esq. (SBN 289387)
Wza@abramsonlabor.com
11846 Ventura Blvd., Suite 100
Studio City, CA 91604
Tel: (213) 493-6300, Fax (213) 382-4083

Attorneys for Plaintiff and the Proposed Class

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

NICK VASQUEZ, an individual, on behalf of
himself and others similarly situated,

PLAINTIFF,

v.

TURBINE ENGINE COMPONENTS
TECHNOLOGIES CORPORATION; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 21STCV42670

[Case Assigned for All Purposes to Hon. Elaine
Lu in Dept. 9]

**[PROPOSED] AMENDED ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
ENTERING JUDGMENT**

Date: October 23, 2024
Time: 10:00 A.M.
Dept.: 9

Trial Date: None Set
Complaint Filed: November 19,

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

2 The above captioned Action is a class action lawsuit brought by Plaintiff NICK VASQUEZ
3 (“Class Representative” or “Plaintiff”) against Defendant TURBINE ENGINE COMPONENTS
4 TECHNOLOGIES CORPORATION (“Defendant”). The Motion for Final Approval of Class
5 Action Settlement came before this Court, on October 23, 2024.

6 **WHEREAS**, Judge Elaine Lu granted preliminary approval of the Class Action and PAGA
7 Settlement Agreement (“Agreement” or “Settlement”), attached to the Declaration of Kelsey M.
8 Szamet in Support of Plaintiff’s Motion for Final Approval as Exhibit “1”, on April 30, 2024.

9 **WHEREAS**, Plaintiff NICK VASQUEZ has applied to the Court for an order granting
10 final approval of the Agreement.

11 **WHEREAS**, the Agreement sets forth the terms and conditions for the proposed
12 Agreement and for entry of an Order of Final Approval and entry of final judgment thereon. The
13 Court having read and considered Plaintiff’s Motion for Final Approval of Class Action
14 Settlement; Motion for Approval of Attorneys’ Fees and Costs; the Declarations of Kelsey M.
15 Szamet, NICK VASQUEZ; William Zev Abramson, and Jodey Lawrence of Phoenix Class Action
16 Administration Solutions; and the supporting documents annexed thereto, now finds:

17 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

18 1. The Court has personal jurisdiction over all Class Members and that the Court has
19 subject matter jurisdiction to approve the Agreement;

20 2. The terms of the Agreement are fair, just, reasonable, and adequate, consistent and
21 in compliance with California Code of Civil Procedure, the California and United States
22 Constitutions (including the due process clauses), the California Rules of Court and any other
23 applicable law, and in the best interest of each of the Parties and the Class Members and is hereby
24 finally approved in all respects.

25 3. The Parties are hereby directed to perform the terms of the Settlement as described
26 in the Agreement according to its terms and provisions.

27 4. The Agreement is binding on Plaintiff and all other Class Members, except those
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1 who timely and properly filed Request for Exclusion, as well as their heirs, executors and
2 administrators, successors and assigns. There are zero (0) valid requests for exclusion.

3 5. There are no objectors to the Agreement.

4 6. It is ordered that the Class is certified for settlement purposes only.

5 7. The Court finds that an ascertainable class exists and a well-defined community of
6 interest exists in the questions of law and fact involved because in the context of the Agreement:
7 (i) there are questions of law and fact common to the Class Members which, as to the Agreement
8 and all related matters, predominate over any individual questions; (ii) the Claims of Plaintiff are
9 typical of the Claims of the Class Members; and (iii) in negotiating, entering into and implementing
10 the Agreement, Plaintiff and Plaintiff's Attorneys have fairly and adequately represented and
11 protected the interest of the Class Members.

12 8. The Court finds that the Notice and notice methodology implemented pursuant to
13 this Agreement (i) constituted the best practicable notice; (ii) constituted notice that was
14 reasonably calculated, under the circumstances, to apprise Class Members of the pendency of the
15 Action, their right to object to or exclude themselves from the proposed Agreement and their right
16 to appear at the Final Settlement Hearing; (iii) were reasonable and constituted due, adequate and
17 sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements
18 of the California Code of Civil Procedure, the California and United States Constitution (including
19 the Due Process Clause), the California Rules of Court and any other applicable law.

20 9. The Class is hereby made final. The Class is defined as:

21 [A]ll current and former non-exempt employees of Defendant in the
22 State of California including all temporary employees supplied to
23 Defendant by any staffing agency at any time between November
24 19, 2017 through January 24, 2023. ("Class").

24 10. The "Class Period" is November 19, 2017 through January 24, 2023.

25 11. There are an estimated 219 Class Members who collectively worked 20,964
26 Workweeks.

27 12. The PAGA Members are defined as:

28 All current and former non-exempt employees of Defendant in the
State of California, including all temporary employees supplied to

Defendant by any staffing agency at any time between November 19, 2020, through the end of the Class Period.” (“Aggrieved Employees” or “PAGA Members”).

13. The “PAGA Period” is November 19, 2020 through January 24, 2023.

14. The Agreement is not an admission by Defendant, nor is this Final Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final Order, the Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.

15. Pursuant to the Agreement, upon entry of this Final Order, Plaintiff and each Class Member, and Class Counsel shall fully release and discharge Claims against the Released Parties (as defined in the Agreement) as follows:

- a. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, shall release and discharge Released Parties from all claims, transactions, or occurrences that occurred at any time prior to Plaintiff’s execution of this Agreement , including, but not limited to: (a) all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney’s fees, damages, actions, causes of action of whatever kind, known or unknown, contingent or accrued, and irrespective of the theory of recovery, that were, or could have been brought based on the facts or claims alleged in any version of the complaints filed in the action, the PAGA Notice or any letter submitted to the LWDA in connection with the Action, arising during the Class Period. The released claims included, but are not limited to, claims for failure to pay vacation pay, failure to provide meal periods, failure to authorize and permit rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to pay or properly compensate meal or rest break premiums, failure to furnish accurate wage statements, failure to pay final wages upon separation of employment, claims related to pay wages based on failure to properly calculate the regular rate of pay,

claims derivative and/or related to these claims, liquidated damages, conversion of wages, claims for penalties for violation of the California Labor Code Private Attorneys General Act (“PAGA”), and claims under the UCL (Business and Professions Code Section 17200 et seq.). (“Plaintiff’s Release.”) Plaintiff’s Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of them.

b. For purposes of Plaintiff’s Release, Plaintiff shall expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.”

c. Participating Class Members Who Are Not PAGA Members on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, shall release Released Parties (as defined in the Agreement) from any and all claims, debts, liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney’s fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, and irrespective of theory of recovery, that were or could have been brought based on the facts or claims alleged in the operative complaint filed in the Action, the PAGA Notice or in any letters

submitted to the LWDA in connection with the Action, arising during the Class Period. The released claims include, but are not limited to, claims for failure to pay vacation pay, failure to provide meal periods, failure to authorize and permit rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to pay or properly compensate meal or rest break premiums, failure to furnish accurate wage statements, failure to pay final wages upon separation of employment, claims related to pay wages based on failure to properly calculate the regular rate of pay, claims derivative to these claims, liquidated damages, conversion of wages, claims for penalties for violation of the California Labor Code Private Attorneys General Act (“PAGA”), and claims under the UCL (Business and Professions Code Section 17200 et seq.).

- d. The State of California, through the Plaintiff in his role as private attorney general, and all Non-Participating Class Members who are PAGA Members shall be deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged during the PAGA Period, based on the facts stated in the Operative Complaint, the PAGA Notices, or ascertained in the course of the Action, irrespective of the theory of recovery, including, but not limited to, claims for failure to pay vacation pay, failure to provide meal periods, failure to authorize and permit rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest periods, failure to pay or properly compensate meal or rest break premiums, failure to furnish accurate wage statements, failure to pay final wages upon separation of employment, claims related to pay wages based on failure to properly calculate the regular rate of pay, claims derivative and/or related to these claims, liquidated damages, conversion of wages, claims for penalties for violation of the PAGA, and claims under the UCL (Business and

Professions Code Section 17200 et seq.)

16. Plaintiff and all Class Members who have not been timely and properly excluded from the Class, and any person acting on their behalf, are permanently barred and enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as class members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Class Members into a separate class for purposes of pursuing as a purported class action (including by seeking to amend a pending complaint to include class allegations, or by seeking class certification in a pending action) any lawsuit based on or relating to the Released Claims;

17. The Agreement provides that the Gross Settlement Amount is six hundred fifty thousand dollars and zero cents (\$650,000.00). The Net Settlement Amount shall be determined according to the terms of the Agreement.

18. Defendant shall have no further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for in the Agreement.

19. The Court orders the calculations and the payments to be made and administered in accordance with the terms of the Agreement.

20. The Court hereby finds that Plaintiff and Class Counsel adequately represented the Class for purposes of entering into and implementing the settlement. The Court hereby confirms Kingsley Szamet & Ly and William Zev Abramson as Class Counsel in the Action.

21. The Court hereby finds the unopposed application of Class Counsel for a costs and attorneys' fees award provided for under the proposed Agreement to be fair and reasonable in light of all the circumstances and is hereby granted. Of the Gross Settlement Amount, \$216,666.67 shall be paid for attorney fees and \$21,336.80 shall be paid for litigation costs.

22. The unopposed application of Class Counsel for an enhancement payment to Plaintiff is hereby granted. Of the Gross Settlement Amount, a \$5,000.00 Class Representative Service Payment shall be allocated to Class Representative NICK VASQUEZ.

23. The unopposed application of Class Counsel for claims administration fees to Phoenix Class Action Administration Solutions is hereby granted. Of the Gross Settlement Amount, \$8,000.00 shall be paid for settlement administration fees.

24. The Court approves the PAGA penalties in the amount of \$25,000.00. The Court approves 75% of the PAGA penalties being allocated to the Labor and Workforce Development Agency ("LWDA") in the amount of \$18,750.00. The Court further directs that the remaining 25% of the PAGA penalties, in the amount of \$6,250.00 shall be allocated to the Net Settlement Amount for distribution to the ^{Aggrieved Employees} ~~Class Members~~.

25. By December 23, 2024, Class Counsel must give notice to the Class Members pursuant to California Rules of Court, rule 3.771(b) and to the LWDA.

26. If a Class Member does not cash his or her Individual Class Payment settlement check or an PAGA Member not cash his or her Individual PAGA Payment settlement check by the void date, the uncashed funds shall be transmitted by the Administrator to the State of California Office of the Controller in the name of the Class Member and/or PAGA Member who did not cash his or her Individual Class Payment and/or Individual PAGA Payment check.

~~27. The Court hereby grants and authorizes the Parties, without further approval from the Court, to agree to and to adopt such amendments, modifications and expansions of this Order that are consistent with the Final Judgment; and do not limit the rights of Class Members under the Agreement.~~

28. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, and without affecting the finality of the final judgment, the Court shall retain continuing jurisdiction over the Action, the Parties, and the Class, as well as the administration and enforcement of the Settlement. Any disputes or controversies arising with respect to the interpretation, consummation, enforcement, or implementation of the Settlement shall be presented by motion to the Court; provided however, that nothing in this Part shall restrict the ability of the Parties to exercise their rights to terminate the Settlement pursuant to the terms of the Agreement.

29. This Order shall constitute a final judgment.

1 30. The above-entitled Court hereby sets a Non-Appearence Case Review hearing for
2 January 30, 2026, 8:30 a.m., in Department 9. Class Counsel must file a Final Report re:
3 Distribution of the settlement funds by January 23, 2026.

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5 **DATED:** 10/28/2024



JUDGE OF THE SUPERIOR COURT
Elaine Lu

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On October 25, 2024, I served all interested parties in this action the following documents described as: **[PROPOSED] AMENDED ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND ENTERING JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

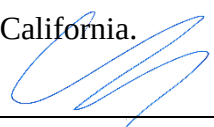
SEYFARTH SHAW LLP Andrew M. Paley apaley@seyfarth.com Jill A. Porcaro jporcaro@seyfarth.com Angelina Evans aevans@seyfarth.com 2029 Century Park East, Suite 3500 Los Angeles, CA 90067-3021	ABRAMSON LABOR GROUP William Zev Abramson wza@abramsonlabor.com 3580 Wilshire Blvd, Ste 1260 Los Angeles, CA 90010-2513
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[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] (BY ELECTRONIC MAIL THROUGH CASE ANYWHERE): On interested parties set forth on the attached service list.

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 25, 2024, at Woodland Hills, California.



Michelle Tanzer

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