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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] 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 Yvette M Palazuelos granted preliminary approval of the Class Action
7 and PAGA Settlement Agreement (“Agreement” or “Settlement”), attached to the concurrently-
8 filed Declaration of Kelsey M. Szamet 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
28 who timely and properly filed Request for Exclusion, as well as their heirs, executors and

administrators, successors and assigns.

5. There are zero (0) valid requests for exclusion.

6. There are no objectors to the Agreement.

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

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

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

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

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

11. The Aggrieved Employees are defined as:

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").

12. The "PAGA Period" is November 19, 2020 through January 24, 2023.

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

6 14. Pursuant to the Agreement, upon entry of this Final Order, Plaintiff and each Class
7 Member shall fully release and discharge the Release by Participating Class Members Who Are
8 Not PAGA Members pursuant to the following release and expressly waive and relinquish any and
9 all claims, rights or benefits that they may have under California Civil Code § 1542, which
10 provides:

11 “any and all claims, debts, liabilities, demands, obligations,
12 penalties, premium pay, guarantees, costs, expenses, attorney’s fees,
13 damages, actions or causes of action of whatever kind or nature,
14 whether known or unknown, contingent or accrued, and irrespective
15 of theory of recovery, that were or could have been brought based
16 on the facts or claims alleged in any version of the complaints filed
17 in the Action, the PAGA Notice or in any letters submitted to the
18 LWDA in connection with the Action, arising during the Class
19 Period. The released claims include, but are not limited to, claims
20 for failure to pay vacation pay, failure to provide meal periods,
21 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.)”

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

1 a pending complaint to include class allegations, or by seeking class certification in a pending
2 action) any lawsuit based on or relating to the Released Claims;

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

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

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

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

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

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

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

23 23. The Court approves the PAGA penalties in the amount of \$18,750.00. The Court
24 approves 75% of the PAGA penalties being allocated to the Labor and Workforce Development
25 Agency ("LWDA") in the amount of \$18,750.00. The Court further directs that the remaining
26 25% of the PAGA penalties, in the amount of \$6,250.00 shall be allocated to the Net Settlement
27 Amount for distribution to the Class Members.

28 24. If a Class Member does not cash his or her settlement check by the void date, the

1 uncashed funds shall be transmitted by the Administrator to the State of California Office of the
2 Controller in the name of the class member who did not cash his or her Individual Class Payment
3 check.

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

6 26. The Court hereby grants and authorizes the Parties, without further approval from
7 the Court, to agree to and to adopt such amendments, modifications and expansions of this
8 Stipulation and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii)
9 do not limit the rights of Class Members under the Stipulation.

10 27. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court
11 shall retain jurisdiction over the Action, the Parties, and the Class, as well as the administration
12 and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment.
13 Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction
14 over the Action, the Parties, and the Class, as well as the administration and enforcement of the
15 Settlement. Any disputes or controversies arising with respect to the interpretation,
16 consummation, enforcement, or implementation of the Settlement shall be presented by motion to
17 the Court; provided however, that nothing in this Part shall restrict the ability of the Parties to
18 exercise their rights to terminate the Settlement pursuant to the terms of the Agreement.

19 28. This Final Order shall constitute a final judgment.
20

21 **DATED:** _____

JUDGE OF THE SUPERIOR COURT

(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 September 24, 2024, I served all interested parties in this action the following documents described as: **[PROPOSED] 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:

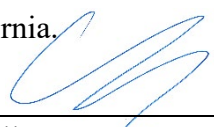
SEYFARTH SHAW LLP Andrew M. Paley apaley@seyfarth.com Jill A. Porcaro jporcaro@seyfarth.com Angelina Evans aevans@seyfarth.com 2029 Century Park East, Suite 3500 Los Angeles, CA 90067-3021	ABRAMSON LABOR GROUP William Zev Abramson wza@abramsonlabor.com 3580 Wilshire Blvd, Ste 1260 Los Angeles, CA 90010-2513
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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 September 24, 2024, at Encino, California.



Michelle Tanzer