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

ROCIO J. MAYA GONZZALEZ, individually, and
on behalf of all others similarly situated,

Plaintiff,

vs.

NATIONAL ENGINEERING AND
CONSULTING GROUP, INC, a California
corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: 21STCV40584

CLASS AND REPRESENTATIVE ACTION

Assigned for All Purposes to the Honorable
Kenneth R. Freeman, Department 14

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS AND
PAGA ACTION SETTLEMENT**

*[Filed with (1) Plaintiff's Notice of Motion
and Memorandum of Points and Authorities,
(2) the Declaration of Kane Moon, (3) the
Declaration of Plaintiff (4) the Declaration of
Lluvia Islas, and (5) [Proposed] Judgment]*

FINAL APPROVAL HEARING:

Date: December 10, 2024

Time: 11:00 a.m.

Dept.: 14

Action Filed: November 4, 2021

Trial Date: Not set

1 **[PROPOSED] FINAL APPROVAL ORDER**

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

3 On August 19, 2024, the Court entered an Order which granted Plaintiff's Motion for
4 Preliminary Approval of Class and PAGA Action Settlement, granted conditional class certification,
5 approved the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary
6 Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the
7 "Action") that was reached between Plaintiff Rocio J. Maya Gonzzalez ("Plaintiff") and Defendant
8 National Engineering and Consulting Group, Inc. ("Defendant") (together with Plaintiff, the
9 "Parties"), in accordance with the Parties' Amended Joint Stipulation and Settlement Agreement (the
10 "Settlement"). The Settlement was attached as **Exhibit 1** to the Supplemental Declaration of Kane
11 Moon in Support of Plaintiff's Motion for Preliminary Approval of Class and PAGA Action
12 Settlement that was filed on May 24, 2024.

13 The Court now has before it Plaintiff's Motion for Final Approval of Class and PAGA Action
14 Settlement, including a motion for payment of the Attorney Fee Award, Cost Award, Class
15 Representative Enhancement Payment, Administration Costs, and PAGA Payment, and whether the
16 Settlement should be finally approved as fair, reasonable, and adequate as to Class Members
17 (collectively "Motion for Final Approval"), as well as a [Proposed] Final Approval Order.

18 Due and adequate notice having been given to Class Members, and the Court having reviewed
19 the Settlement and duly considered Plaintiff's Motion for Final Approval, the supporting declarations
20 and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and
21 any oral argument, and good cause appearing,

22 **THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:**

23 1. The Court, for purposes of this Final Approval Order, refers to all terms and
24 definitions as set forth in the Settlement.

25 2. Plaintiff's Motion for Final Approval came before Department 14 of this Court, the
26 Honorable Kenneth R. Freeman presiding, on December 10, 2024.

27 3. The Court finds that the Settlement was made and entered into in good faith, the terms
28 of which are fair, reasonable, and adequate; was reached following meaningful discovery and

1 investigation conducted by Plaintiff and her counsel of record (“Class Counsel”); is the result of
2 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
3 meets the requirements for final approval. In so finding, the Court has considered all the evidence
4 presented, including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and
5 complexity of the claims presented; the likely duration of further litigation; the settlement amount
6 offered; the extent of investigation and discovery completed; and the experience and views of Class
7 Counsel. The Court has further considered the absence of any objections to and the single Request
8 for Exclusion from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff’s Motion for
9 Final Approval and **ORDERS** Judgment to be entered in accordance with the terms herein.

10 4. The Court certifies, for settlement purposes only, the following Class: Any and all
11 persons who are or were employed by Defendant in the position of “Staff Geologist” or “Technician”
12 in California during the Class Period (“November 4, 2017, through November 28, 2022”). Excluded
13 from the Class are all persons who properly and timely elect to opt out.

14 5. Notwithstanding the submission of a timely Request for Exclusion, Class Members
15 are still bound by the settlement and release of the PAGA claims alleged in the Action or remedies
16 under the Judgment pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests to be
17 excluded from the Settlement do not apply to the release of the PAGA claims.

18 6. The release of the PAGA claims shall bind the following Eligible Aggrieved
19 Employees: All individuals who are or were employed by Defendant in the position of “Staff
20 Geologist” or “Technician” in California from November 4, 2020, through November 28, 2022 (the
21 “PAGA Period”).

22 7. The Court finds that Plaintiff exhausted all administrative remedies required to bring
23 the PAGA claims asserted in this Action and is authorized to act as private attorney general with
24 respect to the PAGA claims being released under the Settlement. The Court further finds that
25 pursuant to California Labor Code section 2699(l)(2), the California Labor and Workforce
26 Development Agency (“LWDA”) has been given timely notice of the Settlement, has not objected,
27 and is therefore bound by this Final Approval Order.

28 8. The deadline to submit a Request for Exclusion or to submit written objections to the

1 Settlement for Class Members was August 23, 2024.

2 9. One Request for Exclusion was received from Armen Aghakiant. Accordingly, this
3 individual is excluded from the Class and 51 Class Members remain in the Class and are bound by
4 this Final Approval Order and the accompanying Judgment.

5 10. The Court finds that a full opportunity has been afforded to Class Members to object
6 to the Settlement and participate in the Final Approval Hearing. All Class Members had an
7 opportunity to object to the Settlement. No written objections were received, and no Class Members
8 appeared at the Final Approval Hearing to present any objections.

9 11. The Notice of Class Action Settlement (the “Class Notice”), which was attached as
10 Exhibit A to the Settlement and provided to the Class pursuant to the plan for distribution described
11 under the Settlement, conformed with the requirements of rules 3.766 and 3.769 of the California
12 Rules of Court, and constituted the best notice practicable under the circumstances, by providing
13 individual and adequate notice of the proceedings and of the matters set forth therein to Class
14 Members. The Class Notice fully satisfied the requirements of due process and provided the Class
15 Members with adequate instructions and a variety of means to obtain additional information.

16 12. Upon the final approval by the Court of this Settlement and Defendant’s payment
17 of all sums due pursuant to this Settlement, and except as to such rights or claims as may be created
18 by this Settlement, the Class Representatives, the Class and each Class Member who has not
19 submitted a valid and timely request for exclusion as to claims other than the PAGA claim, and
20 each Eligible Aggrieved Employee, regardless of whether they have requested exclusion from the
21 Settlement of Class claims, will release claims as follows:

22 a. **Released Claims.**

- 23 1) Release by Plaintiff and Participating Class Members: Upon Effective
24 Final Settlement Date the claims that Plaintiff and the other Participating
25 Class Members are releasing in exchange for the consideration provided
26 for by this Agreement are all known and unknown claims, rights,
27 demands, damages, liabilities and causes of action, in law or in equity,
28 arising at any time during the Class Period alleged in the Complaint, or

1 that could have been alleged based on the facts pleaded, including but
2 not limited to California Labor Code §§ 201-203, 204, 226, 226.3, 226.7,
3 510, 512, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 2802, and the related
4 applicable IWC Wage Orders. Released Claims include, but are not
5 necessarily limited to, claims based on theories of misclassification as
6 exempt from overtime, “off-the- clock” work, or automatically deducted
7 meal periods; meal and rest breaks; failure to maintain accurate
8 employment records; wage statement violations; separation pay
9 violations; failure to reimburse business expenses; and unfair business
10 practices.

11 2) Release by Class Members Who Are Aggrieved Employees and
12 Plaintiff: All Class Members who are Aggrieved Employees and
13 Plaintiff are deemed to release, on behalf of themselves and their
14 respective former and present representatives, agents, attorneys, heirs,
15 administrators, successors, and assigns, the Released Parties from all
16 claims for PAGA penalties during the PAGA Period that were alleged,
17 or reasonably could have been alleged, based on the facts stated in the
18 Operative Complaint and the PAGA Notice.

19 b. **Released Parties.** Defendant and each of their current and former owners,
20 operators, officers, members, directors, shareholders, partners, affiliated
21 companies, parent companies, subsidiary companies, holding companies,
22 predecessors, successors, insurers, assigns, trustees, principals, DBAs,
23 franchisors, franchisees, payroll service providers, legal representatives,
24 accountants, employees, independent contractors, lessors, and agents.

25 13. The Parties shall bear their own respective attorneys’ fees and costs, except as
26 otherwise provided for in the Settlement and approved by the Court.

27 14. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and
28 the methodology used to calculate Individual Settlement Shares to Participating Class Members and

individual shares of the PAGA Payment to Eligible Aggrieved Employees, respectively, are fair and reasonable. Thus, the Court authorizes the Settlement Administrator to calculate and pay individual settlement shares in accordance with the terms of the Settlement.

15. Defendant is ordered to fully fund the Total Consideration (**\$100,000.00**), and also fund the amounts necessary to fully pay its employer's share of payroll taxes, by transmitting the funds to the Settlement Administrator no later than seventy-five (75) calendar days after the Effective Date.

16. Within seven (7) calendar days after the funding of the Total Consideration, the Settlement Administrator shall calculate and pay all payments due under the Settlement, including all Individual Settlement Shares, the Attorney Fee Award, the Cost Award, the Class Representative Enhancement Payment, the PAGA Payment, and the Administration Costs. The Settlement Administrator will also forward a check for the PAGA Payment to the LWDA for settlement of the PAGA claim

17. A total amount of \$5,000.00 shall be allocated as the "PAGA Payment," payable from the Total Consideration, for resolution of the PAGA claim and distributed as follows: 75% (**\$3,750.00**) to the LWDA and 25% (**\$1,250.00**) to Eligible Aggrieved Employees.

18. The Court finds Plaintiff has adequately represented the Class and therefore confirms the appointment of Plaintiff as the Class Representative, for settlement purposes only. In addition to any recovery that Plaintiff is eligible to receive as a Participating Class Member and Eligible Aggrieved Employee, the Court approves and orders a service payment to Plaintiff in the amount of **\$5,000.00** (the "Class Representative Enhancement Payment"), payable from the Total Consideration, for her role and service as the Class Representative, for the risks and work attendant to that role, and for her general release of claims and waiver of section 1542 rights.

19. The Court confirms the appointment of Kane Moon and Lilit Ter-Astvatsatryan of Moon Law Group, PC, as Class Counsel, for settlement purposes only, as they are experienced in wage and hour class action litigation, have no apparent conflicts of interest with Plaintiff, other Class Members, or the Settlement Administrator, and have adequately represented Class interests. The Court approves and orders the payments to Class Counsel, payable from the Total Consideration, of

1 **\$33,333.33** for reasonable attorneys' fees ("Attorney Fee Award"), and of **\$12,537.12**, for
2 reimbursement of out-of-pocket costs ("Cost Award"). The Court finds that these amounts are
3 reasonable considering the benefits provided to the Class.

4 20. The Court confirms the appointment of Phoenix Class Action Administration
5 Solutions as the Settlement Administrator, who has fulfilled its initial notice and reporting duties.
6 The Court approves and orders the payment to the Settlement Administrator of **\$3,000.00**
7 ("Administration Costs"), payable from the Total Consideration, for settlement administration.

8 21. The Court confirms the Net Settlement Amount of **\$41,129.55**, which is the Total
9 Consideration less the following: \$33,333.33 for the Attorney Fee Award, \$12,537.12 for the Cost
10 Award, \$5,000.00 for the Class Representative Enhancement Payment, \$5,000.00 for the PAGA
11 Payment to the LWDA and Eligible Aggrieved Employees, and \$3,000.00 for the Administration
12 Costs.

13 22. Pursuant to California Code of Civil Procedure section 384, following the expiration
14 of the 180-day check-cashing deadline, should there be any uncashed checks, the Settlement
15 Administrator shall transmit those amounts to the California Controller's Unclaimed Property Fund
16 in the name of each Participating Class Member and/or Eligible Aggrieved Employee who failed to
17 cash their settlement check prior to the void date.

18 23. In accordance with California Rule of Court 3.771(b), notice of the concurrently
19 filed Judgment will be given to the Class by the Settlement Administrator, who will post an
20 electronic copy on its website for no less than ninety (90) calendar days following entry thereof.

21 24. This Final Approval Order and the concurrently filed Judgment are intended to be a
22 final disposition of the Action in its entirety and are intended to be immediately appealable.

23 25. The obligations set forth in the Settlement are deemed part of this Final Approval
24 Order and the concurrently filed Judgment, and the Parties and Settlement Administrator are ordered
25 to carry out the Settlement according to its terms and provisions.

26 26. Following entry of the concurrently filed Judgment, and without affecting the finality
27 thereof, pursuant to California Code of Civil Procedure section 664.6, the Court shall have
28 continuing jurisdiction over the Action for purposes of: (1) enforcing the Settlement; (2) addressing

1 settlement administration matters; and (3) addressing such post-Judgment matters as may be
2 appropriate under Court rules and applicable law.

3 27. The Settlement is finally approved but is not an admission by Defendant of the
4 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of
5 law. Neither the Settlement nor any related document shall be offered or received in evidence in
6 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
7 necessary to consummate or enforce the Settlement.

8 28. The Court sets a (Non-Appearance) Compliance Hearing re: Distribution on
9 **September 30, 2025 at ____: ____ a.m./p.m. in Department 14.** Class Counsel are ordered to file a
10 final report and declaration by the Settlement Administrator regarding settlement distribution no
11 later than five (5) court days prior to the Compliance Hearing. No appearance will be required at
12 the Compliance Hearing if the Settlement Administrator's declaration reports that all the
13 distributions under the Agreement are complete.

14 **IT IS SO ORDERED.**

15 DATE: _____

16 _____
17 THE HON. KENNETH R. FREEMAN
18 Judge of the Superior Court, Los Angeles County
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