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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF ALAMEDA**

YUNY DULIA BONILLA MURILLO,
 individually, and on behalf of all others similarly
 situated,

Plaintiffs,

vs.

QUANTA COMPUTER USA, INC., a
 California corporation; TPS SOLUTIONS, INC.,
 a California Corporation; and DOES 1 through
 10, inclusive,

Defendants.

FILED
 Superior Court of California
 County of Alameda

10/08/2024

Clad Fluke, Executive Officer / Clerk of the Court
 By: *A. Tumorong* Deputy
 A. Tumorong

Case No.: 22CV005095

CLASS AND REPRESENTATIVE ACTION

[Assigned to Hon. Michael Markman, Dept. 23]

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

*[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, and (4) the
 Declaration of Cassandra Polites]*

FINAL APPROVAL HEARING:

Date: October 3, 2024

Time: 10:00 a.m.

Dept.: 23

Reserv. ID: A-05095-001

Action Filed: January 6, 2022

Trial Date: Not set

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

1 **~~PROPOSED~~ FINAL ORDER AND JUDGMENT**

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

3 On June 5, 2024, the Court entered an Order Granting Plaintiff's Motion for Preliminary
4 Approval of Class Action and PAGA Settlement, which granted conditional class certification and
5 approval of Class Notice, and set a Final Approval Hearing (the "Preliminary Approval Order"),
6 thereby preliminarily approving a settlement of the above-entitled action (the "Action") that was
7 reached between Plaintiff Yuny Dulia Bonilla Murillo ("Plaintiff") and Defendants Quanta
8 Computer USA, Inc. ("Defendant Quanta") and TPS Solutions, Inc. ("Defendant TPS" and together
9 with Defendant Quanta, "Defendants") (Defendants together with Plaintiff, the "Parties"), in
10 accordance with the Parties' Joint Stipulation of Amended Class Action Settlement (the
11 "Settlement"). The Settlement was attached as Exhibit 1 to the Supplemental Declaration of Kane
12 Moon in Support of Plaintiff's Motion for Preliminary Approval of Class and PAGA Action
13 Settlement that was filed on May 14, 2024. The Court now has before it a Proposed Final Order and
14 Judgment to finally approve the Settlement.

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

19 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

20 1. The Court, for purposes of this Final Order and Judgment, incorporates and adopts
21 all defined terms and provisions as set forth in the Settlement.

22 2. Plaintiff's Motion for Final Approval of Class and PAGA Action Settlement,
23 including a motion for payment of attorneys' fees and costs, a Service Payment to the Class
24 Representative, settlement administration costs, and the PAGA Allocation (collectively "Motion for
25 Final Approval"), and whether the Settlement should be finally approved as fair, reasonable, and
26 adequate as to Class Members, came before Department 23 of this Court, the Honorable Michael
27 Markman presiding, on October 3, 2024.

28 3. The Court finds that the Settlement appears to have been made and entered into in

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

12 4. The Court certifies, for settlement purposes only, the following Class (the “Settlement
13 Class”): Anyone who was employed by Defendant Quanta or placed with Defendant Quanta by
14 Defendant TPS in the State of California, as a non-exempt or hourly-paid employee at any time
15 during the Class Period. The “Class Period” means the period between January 6, 2018, through
16 September 27, 2023. Excluded from the Settlement Class are any Class Members who submitted a
17 valid and timely Request for Exclusion from the Settlement pursuant to the instructions provided in
18 the Class Notice.

19 5. Further, the Court certifies, for settlement purposes only, the following “PAGA
20 Employees”: Anyone who was employed by Defendant Quanta or placed with Defendant Quanta by
21 Defendant TPS in the State of California, as a non-exempt or hourly-paid employee at any time
22 during the PAGA Period. The “PAGA Period” means the period between January 6, 2021, through
23 September 27, 2023.

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

1 and is therefore bound by this Final Order and Judgment.

2 7. The deadline to request exclusion from or to submit written objections to the
3 Settlement was August 12, 2024. No Requests for Exclusion or written objections were received.
4 Notwithstanding the submission of a timely Request for Exclusion, Class Members are still bound
5 by the settlement and release of the Released PAGA Claims or remedies under the Judgment pursuant
6 to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests to be excluded from the Settlement do
7 not apply to the Released PAGA Claims.

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

15 9. A full opportunity has been afforded to Class Members to participate in the Final
16 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard
17 and/or had an opportunity to be heard. Class Members have had a full and fair opportunity to exclude
18 themselves from the Settlement or object to the Settlement. Accordingly, the Court determines that
19 all Class Members who did not request exclusion from the Settlement (“Settlement Class Members”)
20 are bound by this Final Order and Judgment.

21 10. Release by the Class and PAGA Employees. Upon the final approval by the Court of
22 this Settlement and Defendants’ payment of all sums due pursuant to this Settlement, and except as
23 to such rights or claims as may be created by this Settlement, the Class Representative, the Class and
24 each Class Member who has not submitted a valid and timely request for exclusion as to claims other
25 than the PAGA claim, and each PAGA Employee, regardless of whether they have requested
26 exclusion from the Settlement of Class claims, will release claims as follows:

- 27 a. Identity of Released Parties. The released parties are Defendants, and each of their
28 former and present direct and/or indirect owners, dba’s, affiliates, parents,

1 subsidiaries, brother and sister corporations, divisions, related companies,
2 successors and predecessors, and current and former employees, attorneys,
3 officers, directors, shareholders, owners, trustees, attorneys, fiduciaries,
4 beneficiaries, subrogees, executors, partners, privies, agents, servants, insurers,
5 representatives, administrators, employee benefit plans, and assigns of said
6 entities (collectively “Releasees”).

- 7 b. Claims Released by Settlement Class Members. Each and every Class Member,
8 on behalf of himself or herself and his or her heirs and assigns, unless he or she
9 has submitted a timely and valid Request for Exclusion (which will not effectuate
10 an opt-out from the release of Released PAGA Claims), hereby releases Releasees
11 from the following claims for the entire Class Period: any and all claims stated in
12 the Action, or that could have been stated based on the facts alleged in the Action,
13 including but not limited to all state wage and hour claims (including all claims
14 under the California Labor Code) for unpaid wages, minimum wage, overtime,
15 off-the-clock work, meal periods, rest periods, meal period premiums, rest break
16 premiums, unreimbursed business expenses, wage statement violations, interest,
17 penalties, and attorneys’ fees, waiting time penalties, withholding from wages
18 and the related provisions of the Labor Code including but limited to Labor Code
19 §§ 201-204, 210, 216, 218.6, 226, 226.3 , 226.7, 510, 512, 512.5, 558, 1194,
20 1194.2, 1198, 2802 derivative claims under California Business & Professions
21 Code §§ 17200 et seq., and all claims under the governing Wage Order, and FLSA
22 (“Released Claims”). The Released Claims will be released upon the later of (1)
23 the Settlement’s Effective Date, or (2) the satisfaction of Defendants’ obligation
24 to provide to the Settlement Administrator a sum in the amount required to satisfy
25 all required payments and distributions pursuant to this Settlement and the order
26 and judgment of final approval. Class Members will not release the Released
27 Claims until both the Effective Date of the Settlement has occurred, and
28 Defendants have paid all amounts owing under the Settlement.

1 c. Claims Released by the Class, Including PAGA Employees. All Class Members,
2 including all PAGA Employees, release the Released PAGA Claims, regardless
3 of whether they have requested exclusion from the Settlement as to Class
4 Released claims. “Released PAGA Claims” means all claims for penalties and
5 any other available relief pursuant to PAGA based on the facts and/or claims
6 asserted in, or the facts and/or claims that could have been asserted in, Plaintiff’s
7 PAGA Notice, and only to claims arising during the PAGA Period.

8 11. Plaintiff’s Released Claims. Plaintiff has agreed to release all claims, whether known
9 or unknown, under federal law or state law against the Releasees, to the extent permitted by law,
10 through the Class Period (“Plaintiff’s Released Claims”). Plaintiff understands that this release
11 includes unknown claims and that she is, as a result, waiving all rights and benefits afforded by
12 Section 1542 of the California Civil Code, which provides: A general release does not extend to
13 claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the
14 time of executing the release and that, if known by him or her, would have materially affected his or
15 her settlement with the debtor or released party. Specifically excluded from Plaintiff’s Released
16 Claims are any claims for workers’ compensation benefits.

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

19 13. The Court finds that the Gross Settlement Amount (“GSA”), the Net Settlement
20 Amount, and the methodology used to calculate individual Settlement Class Payments and individual
21 PAGA Settlement Payments to Settlement Class Members and PAGA Employees, respectively, are
22 fair and reasonable. The Court thus authorizes the Settlement Administrator to pay settlement
23 allocations in accordance with the terms of the Settlement.

24 14. Defendant Quanta shall fund 77.8% of the GSA (\$2,050,458.03), plus any employer
25 payroll taxes associated with Class Members who it directly hired, and Defendant TPS shall fund
26 22.2% of the GSA (\$585,092.14), plus any employer payroll taxes associated with Class Members
27 who it directly hired and placed at Defendant Quanta, by transmitting the funds to the Settlement
28 Administrator no later than 14 days after the Effective Date. The Settlement Administrator shall

1 cause the Settlement Payments to be mailed to the Class Members within 14 calendar days of receipt
2 of the funding.

3 15. A total amount of \$200,000.00 shall be allocated as the PAGA Allocation from the
4 GSA for resolution of claims under the Private Attorneys General Act of 2004 (“PAGA”) and
5 distributed as follows: 25% (\$50,000.00) to PAGA Employees and 75% (\$150,000.00) to the LWDA.
6 Class Members’ Released PAGA Claims are hereby extinguished.

7 16. The Court confirms the appointment of Plaintiff as the Class Representative, for
8 settlement purposes only. In addition to any recovery that Plaintiff is eligible to receive as a Class
9 Member, the Court approves and orders a service payment to Plaintiff in the amount of \$10,000.00
10 from the GSA for her role and service as the Class Representative, for the risks and work attendant
11 to that role, and for her general release of claims, both known and unknown, and waiver of section
12 1542 rights.

13 17. The Court confirms the appointment of Kane Moon, Allen Feghali, and Charlotte
14 Mikat-Stevens of Moon Law Group, PC as Class Counsel, for settlement purposes only. The Court
15 approves and orders the payments to Class Counsel from the GSA in the amounts of \$878,516.72,
16 for reasonable attorneys’ fees, and \$14,256.93, for reimbursement of actual litigation costs. The
17 Court finds that these amounts are reasonable considering the benefits provided to the Class. The
18 Administrator shall retain 10% of the attorneys’ fees in an interest-bearing account, pending the
19 submission and approval of a final compliance status report after completion of the distribution
20 process.

21 18. The Court confirms the appointment of ILYM Group, Inc. as the Settlement
22 Administrator, who has fulfilled its initial notice and reporting duties. The Court approves and orders
23 the payment to the Administrator in the amount of \$20,000.00 from the GSA for its services and
24 costs of administration.

25 19. The Court confirms the designation of the California State Bar’s “Justice Gap Fund”
26 as the appropriate *cy pres* beneficiary of any uncashed settlement checks, pursuant to California Code
27 of Civil Procedure section 384. Following the expiration of the 180-day check-cashing deadline, the
28 Settlement Administrator shall transmit the funds represented by such uncashed settlement checks to

1 the California State Bar's "Justice Gap Fund".

2 20. In accordance with California Rule of Court 3.771(b), notice of this Final Order and
3 Judgment will be given to the Settlement Class by the Settlement Administrator, who will post a
4 copy of this Order of Final Approval and Judgment on a website maintained by the Settlement
5 Administrator, the address of which was provided to Class Members in the Class Notice, for a
6 period of at least ninety (90) calendar days after entry.

7 21. This Final Order and Judgment is intended to be a final disposition of the Action in
8 its entirety and is intended to be immediately appealable.

9 22. The obligations set forth in the Settlement are deemed part of this Final Order and
10 Judgment, and the Parties are ordered to carry out the Settlement according to its terms and
11 provisions.

12 23. In accordance with California Rule of Court 3.769(h), following entry of this Final
13 Order and Judgment, and without affecting the finality thereof, the Court will have continuing
14 jurisdiction over the terms and conditions of the Settlement until all payments and obligations
15 contemplated by the Settlement have been fully carried out.

16 24. The Settlement is finally approved but is not an admission by Defendants of the
17 validity of any claims in this Action, or of any wrongdoing by Defendants or of any violation of
18 law. Neither the Settlement nor any related document shall be offered or received in evidence in
19 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
20 necessary to consummate or enforce the Settlement.

June 12

21 25. The Court sets a Compliance Hearing re: Distribution on _____, 2025¹
22 at _____ ~~a.m./p.m.~~ in Department 23. Class Counsel are ordered to file a final report and
23 declaration by the Administrator regarding settlement distribution no later than five court days
24 prior to the Compliance Hearing (with a courtesy copy delivered directly to the Department 23
25 clerk). No appearance is required at the Compliance Hearing if the Settlement Administrator's
26 _____

27 ¹ Plaintiff's Counsel propose the Compliance Hearing be set after August 4, 2025, to a date
28 and time that the Court is available, to account for any objections made by or on behalf of Class
Members at the final approval hearing. Alternatively, if no objections are presented at the hearing,
Plaintiff's Counsel propose the Compliance Hearing be set sooner, beginning on June 2, 2025.

1 declaration filed prior to the hearing reports that all the distributions under the Settlement are
2 complete.

3 **IT IS SO ORDERED AND ADJUDGED.**

4 DATE: 10/08/2024


The Honorable Michael Markman
Judge of the Superior Court, Alameda County
Michael Markman / Judge