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FILED
Superior Court of California
County of Los Angeles

05/21/2026

David W. Slayton, Executive Officer / Clerk of Court

By: E. Martinez Deputy

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

WILLIAM MORMAN, individually, and on
behalf of other members of the general public
similarly situated;

Plaintiff,

v.

CONTROLLED CONTAMINATION
SERVICES, LLC, a California limited liability
company; and DOES 1 through 100, inclusive;

Defendants.

Case No.: 22STCV04171
[Consolidated With Case No. 22TRCV00322]

Assigned for All Purposes to:
Honorable Timothy P. Dillon
Department 15

CLASS ACTION

**~~PROPOSED~~ AMENDED ORDER OF
FINAL APPROVAL AND JUDGMENT**

Hearing Date: May 12, 2026
Hearing Time: 10:00 a.m.
Hearing Place: Department 15

Complaint Filed: February 2, 2022
FAC Filed: May 20, 2024
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiffs William Morman, Xavier
2 Chora, and Tutuila Tuvalu’s (“Plaintiffs,” “Plaintiff Morman,” “Plaintiff Chora,” and “Plaintiff
3 Tuvalu”) Motion for Final Approval of Class Action Settlement, and considering papers
4 submitted in support, including the Class Action and PAGA Settlement Agreement (“Settlement
5 Agreement,” “Settlement,” or “Agreement”), **FINDS AND ORDERS:**

6 On July 9, 2024, Plaintiffs and Defendant Controlled Contamination Services, LLC
7 (“Defendant”) entered the Settlement Agreement.

8 On December 16, 2025, the Court entered an order preliminarily approving the settlement
9 of this lawsuit (“Preliminary Approval Order”), consistent with the Code of Civil Procedure
10 section 382 and Rule of Court 3.769, ordering notice to be sent to the Class Members, providing
11 the Class Members with an opportunity to object to the Settlement or exclude themselves from the
12 Class, and scheduling a Final Approval Hearing.

13 On May 12, 2026, the Court held a Final Approval Hearing.

14 1. Incorporation of Other Documents. This Amended Order of Final Approval
15 and Judgment (“Order and Judgment”) incorporates the Settlement Agreement. Unless otherwise
16 provided herein, all the capitalized terms in this Order and Judgment shall have the same meaning
17 as set forth in the Settlement Agreement.

18 2. Jurisdiction. Because adequate notice has been disseminated, and all the
19 Class Members have been given the opportunity to request exclusion from the Class, the Court
20 has personal jurisdiction over the claims of all the Class Members. The Court has subject matter
21 jurisdiction over this matter, including jurisdiction to approve the Settlement Agreement and grant
22 final certification of the Class.

23 3. Final Class Certification. The Court finds that the Class satisfies all
24 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due
25 process. Accordingly, the Court certifies the Class consisting of all persons currently or formerly
26 employed by Defendant as non-exempt, hourly-paid employees during the period from February
27 2, 2021 through February 15, 2024 (“Class,” “Class Members,” and “Class Period”). There are
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1,195 Class Members who did not submit valid and timely Requests for Exclusion (“Participating Class Members”).¹

4. Adequacy of Representation. Class Counsel fully and adequately represented the Class in entering and implementing the Settlement Agreement and satisfied the requirements of Code of Civil Procedure section 382.

5. Class Notice. The Court finds that the Notice of Proposed Settlement of Class Action and Hearing Date (“Class Notice”) and its distribution to the Class Members have been implemented pursuant to the Settlement Agreement and Preliminary Approval Order. The Court finds that the Class Notice:

- a. Constitutes notice reasonably calculated to apprise the Class Members of:
 - (i) the pendency of this lawsuit; (ii) material terms and provisions of the Settlement Agreement and their rights; (iii) their right to object to any aspect of the Settlement Agreement; (iv) their right to exclude themselves from the Settlement Agreement; (v) their right to receive settlement payments; (vi) their right to appear at the Final Approval Hearing; and (vii) the binding effect of the orders and judgment in this lawsuit on all the Participating Class Members;
- b. Constitutes notice that fully satisfied the requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due process;
- c. Constitutes the best practicable notice to the Class Members under the circumstances of this lawsuit; and
- d. Constitutes notice reasonable, adequate, and sufficient to Class Members.

6. Enforcement of the Settlement. Nothing in this Order and Judgment shall preclude any action to enforce the terms and provisions of the Settlement.

7. Binding Effect. The terms and provisions of the Agreement and this Order and Judgment are binding on Plaintiffs, Participating Class Members, and Aggrieved Employees.

¹ The Administrator mailed Class Notices to 1,197 Class Members and received two (2) requests for exclusion. As a result, there are 1,195 Participating Class Members.

1 8. Final Settlement Approval. The terms and provisions of the Settlement
2 Agreement have been entered into in good faith, resulting from arm's-length negotiations by
3 experienced counsel who have carried out and meaningfully investigated the disputed claims. The
4 Settlement Agreement and all its terms and provisions are fully and finally approved as fair,
5 reasonable, adequate, and in the best interests of the Parties. The Parties shall implement the
6 Settlement Agreement according to its terms and provisions.

7 9. Release by the Participating Class Members. Effective on the date when
8 Defendant fully funds the Gross Settlement Amount and funds all employer payroll taxes owed
9 on the Wage Portion of the Individual Class Payments, all the Participating Class Members, on
10 behalf of themselves and their former and present representatives, agents, attorneys, heirs,
11 administrators, successors, and assigns, release the Released Parties from the Released Class
12 Claims.

13 a. Release by the Aggrieved Employee. Effective on the date when Defendant
14 fully funds the Gross Settlement Amount and funds all employer payroll
15 taxes owed on the Wage Portion of the Individual Class Payments, all the
16 Aggrieved Employees are deemed to release, on behalf of themselves and
17 their former and present representatives, agents, attorneys, heirs,
18 administrators, successors, and assigns, the Released Parties from the
19 Released PAGA Claims.

20 b. Release by Plaintiffs. Effective on the date when Defendant fully funds the
21 Gross Settlement Amount and funds all employer payroll taxes owed on the
22 Wage Portion of the Individual Class Payments, Plaintiffs and their former
23 and present spouses, representatives, agents, attorneys, heirs,
24 administrators, successors, and assigns generally release and discharge the
25 Released Parties from the Plaintiffs' Release. Furthermore, Plaintiffs
26 expressly waive and relinquish the provisions, rights, and benefits, if any,
27 of section 1542 of the Civil Code.

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c. Released Parties. The Released Parties include Defendant and any of its past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, and affiliates, as well as each of their past, present and future officers, directors, employees, partners, members, shareholders and agents, attorneys, insurers, reinsurers, and any individual or entity which could be jointly liable with Defendant.

10. Gross Settlement Amount. The Court approves the payment of the Gross Settlement Amount of \$1,000,000 to be paid by Defendant.

11. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. The Court finds the Class Counsel Fees Payment of ^{333,333.33}~~\$350,000~~ (35% of the Gross Settlement Amount) to be paid to Class Counsel to be reasonable and appropriate. The Court finds the Class Counsel Litigation Expenses Payment for the reimbursement of litigation costs of \$28,027.02 to be paid to Class Counsel to be reasonable and appropriate. Such attorneys' fees and costs are to be paid pursuant to the terms and provisions of the Settlement Agreement. Defendant shall not be required to pay for any other attorneys' fees and costs incurred by Class Counsel or any other counsel representing Plaintiffs or Class Members. Defendant shall also not be required to pay for any other attorneys' fees and costs incurred by Plaintiffs or Class Members in connection with or related to this matter.

a. The courts have an independent right and responsibility to review the Class Counsel Fees Payments and to only award so much as determined to be reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) The Class Counsel Fees Payment is also supported by the percentage fee method. (*Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the results achieved, financial risk undertaken, difficulty of this matter, skills required, percentage fees awarded in other cases, and contingent fees charged in the private marketplace, the Court approves the Class Counsel Fees Payment of ^{333,333.33}~~\$350,000~~.

b. The Court has reviewed the Declaration of Douglas Han regarding the litigation costs expended in prosecuting this matter. Pursuant to the Agreement, Class Counsel may seek reimbursement of litigation costs of up to \$30,000. The Court approves the Class Counsel Litigation Expenses Payment of \$28,027.02.

12. Class Representative Service Payments. The Court finds the Class Representative Service Payments of \$⁷⁵⁰⁰~~10,000~~ to be paid to Plaintiff Morman and Plaintiff Chora each and \$6,000 to Plaintiff Tuvalu (totaling \$^{21,000}~~26,000~~) to be reasonable and appropriate. The Class Representative Service Payments are to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

a. The rationale for making enhancement payments is that the class representatives should be compensated for the expense and risk incurred in conferring a benefit on the Class. The criteria that the courts consider include: (i) risks to the class representatives in commencing the lawsuit; (ii) notoriety and personal difficulties encountered; (iii) amount of time and effort spent by class representatives; (iv) litigation duration; and (v) personal benefit (or lack thereof) enjoyed by the class representatives.

b. The Court has reviewed Plaintiffs' declarations outlining Plaintiffs' involvement in this lawsuit. Given the risks inherent in serving as the class representative, duration of this lawsuit, work performed, and benefits created for the Class Members, the Court approves the Class Representative Service Payments of \$⁷⁵⁰⁰~~10,000~~ to Plaintiff Morman and Plaintiff Chora each and \$6,000 to Plaintiff Tuvalu (totaling \$^{21,000}~~26,000~~).

13. Administration Expenses Payment. The Court finds the Administration Expenses Payment of \$14,950 to be paid to the Administrator to be reasonable and appropriate. The Administration Expenses Payment is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

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1 a. The Court has reviewed the Declaration of Amanda Howard from ILYM
2 Group, Inc., the Administrator. The Court finds that the notice provided to
3 the Class Members constitutes the best practicable notice to the Class
4 Members and satisfied due process. The Court also finds that the
5 Administrator adequately administered the Settlement. The Court approves
6 the Administration Expenses Payment of \$14,950.

7 14. PAGA Penalties. The Court finds the PAGA Penalties of \$100,000,
8 seventy-five percent (75%) of which (\$75,000) will be paid to the California Labor and
9 Workforce Development Agency and twenty-five percent (25%) of which (\$25,000) will be
10 distributed to the Aggrieved Employees, on a pro rata basis, to be reasonable and appropriate. The
11 PAGA Penalties are to be paid pursuant to the terms and provisions set forth in the Settlement
12 Agreement.

13 15. Fairness of the Settlement Agreement. As noted in the Preliminary
14 Approval Order, the Settlement Agreement is entitled a presumption of fairness. In the moving
15 papers, Plaintiffs contend that the Settlement Agreement was the product of arm's-length
16 negotiations following litigation, discovery, and exchange of documentation. The negotiations
17 were facilitated with the aid of David Phillips, an experienced and well-respected mediator.

18 a. There are no objections and only two (2) requests for exclusion,
19 demonstrating the fairness of the Settlement Agreement. The two (2) Class
20 Members who requested exclusion are Harold Phillips and Trevor
21 Sutherland. These two (2) individuals who requested exclusion are
22 excluded from any impact of the judgment of this lawsuit.

23 b. The fairness of the Settlement Agreement is demonstrated by the gross
24 *average* Individual Class Payment being approximately \$402.53, and the
25 gross *highest* Individual Class Payment being about \$2,244.66.

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1 16. Funding of the Gross Settlement Amount. Defendant shall fund the Gross
2 Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of the
3 Individual Class Payments by transmitting the funds to the Administrator no later than thirty (30)
4 calendar days from the Effective Date. Within fourteen (14) calendar days after Defendant fully
5 funds the Gross Settlement Amount, the Administrator will mail checks to the appropriate entities
6 and persons.

7 17. Uncashed Checks. The Participating Class Members and Aggrieved
8 Employees must cash their settlement check within one hundred eighty (180) calendar days after
9 the settlement checks are mailed. The uncashed settlement checks will be canceled and
10 transmitted to the California State Controller's Office to be held as "Unclaimed Property" in the
11 name of the Participating Class Member and Aggrieved Employee.

12 18. Non-Appeal Case Review. The Court sets a non-appearance case
13 review on April 23, 2027 at 4:00 p.m. in Department 15. A compliance status report shall be filed
14 by April 21, 2027. Pursuant to Code of Civil Procedure section 384, the compliance status report
15 shall specify the total amount paid to the Participating Class Members and total residual of
16 unclaimed settlement funds that will be paid to the entity identified as the recipient of such funds
17 in the Settlement Agreement.

18 19. Modification of the Agreement. The Agreement may be amended or
19 modified only by a written instrument signed by the Parties and their counsel or their
20 representatives/successors-in-interest. Such amendments or modifications shall be consistent with
21 this Order and Judgment and cannot limit the rights of the Participating Class Members.

22 20. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
23 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
24 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
25 and for any other necessary purpose. This includes, without limitation:

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- 1 a. Entering such additional orders as may be necessary or appropriate to
2 protect and/or effectuate this Order and Judgment approving the Settlement
3 Agreement, to enjoin Plaintiffs from initiating or pursuing related
4 proceedings, and to ensure the fair and orderly administration of the
5 Settlement Agreement;
- 6 b. Enforcing the terms and provisions of the Settlement Agreement and
7 resolving any disputes, claims, or causes of action in this lawsuit that, in
8 whole or in part, are related to or arise out of the Settlement Agreement or
9 this Order and Judgment; and
- 10 c. Entering any other necessary or appropriate orders to protect and effectuate
11 this Court's retention of continuing jurisdiction.

12 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
13 Class Counsel Litigation Expenses Payment, and Class Representative Service Payments is
14 GRANTED. The Administrator is directed to carry out the terms of the Agreement forthwith.

15 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE
16 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT
17 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND
18 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
19 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE
20 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

21 IT IS SO ORDERED.

22
23 DATED: 05/21/2026



24 A handwritten signature in black ink, appearing to read "Timothy P. Dillon".

25 HONORABLE TIMOTHY P. DILLON
26 SUPERIOR COURT JUDGE

27 Timothy Patrick Dillon / Judge
28

PROOF OF SERVICE
1013A(3) CCP

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 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, CA 91103.

On May 13, 2026, I served the foregoing document described as

[PROPOSED] AMENDED ORDER OF FINAL APPROVAL AND JUDGMENT

on interested parties in this action by submitting a true and correct copy thereof via case anywhere to the following:

Bradley E. Schwan (bschwan@littler.com)

James E. Payer (JPayer@littler.com)

Legal Staff:

(laispuro@littler.com)

(SMcNeely@littler.com)

LITTLER MENDELSON P.C.

633 West 5th Street 63rd Floor

Los Angeles, CA 90071

Attorney(s) for Defendant Controlled Contamination Services, LLC

[X] BY ELECTRONIC SERVICE

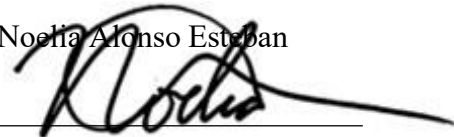
Pursuant to the Court's Order or an agreement between the Parties regarding Electronic Service, I caused the documents described above to be E-Served through Caseanywhere.com by electronically mailing a true and correct copy to the individual(s) listed above, at the time indicated by Caseanywhere.com

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 13, 2026, at Pasadena, California.

Noelia Alonso Esteban



PROOF OF SERVICE

**PROOF OF SERVICE
1013A(3) CCP**

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 and not a party to the within action. My business address is 751 N. Fair Oaks Ave., Ste. 101 Pasadena, CA 91103, and my electronic service address is nalonsoesteban@justicelawcorp.com.

On June 4, 2026, I served the foregoing document described as

AMENDED ORDER OF FINAL APPROVAL AND JUDGEMENT

for the following case: **Chora adv. Controlled Contamination Services, LLC
(Consolidated with Lead Case: Morman, et al. adv. Controlled
Contamination Services, LLC)**
LWDA/Court Case No.: **LWDA Case No.: CM-865848-22
Court Case No.: 22STCV04171 (Consolidated with Lead Case
No.: 22TRCV00322)
Los Angeles County Superior Court**

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on June 4, 2026, at Pasadena, California.


Noelia Alonso Esteban