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David W. Slayton, Executive Officer / Clerk of Court

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

FERNANDO LUNA OBCIANA,
individually and on behalf of all others
similarly situated,

Plaintiff,

vs.

JVCKENWOOD USA CORPORATION;
STAFFMARK INVESTMENT LLC; and
DOES 1 through 20, inclusive,

Defendants.

Case No. 22STCV13423

Assigned for all purposes to
Hon. Judge Eliane Lu
Dept. 9

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

Date: April 10, 2025
Time: 10:00 a.m.
Dept: 9

1 This matter came on for hearing on April 10, 2025, at 10:00 a.m., in Department 9 of the
2 above-captioned Court on the Motion for Final Approval of Class Action Settlement pursuant to
3 California Rule of Court 3.769, this Court's Order Granting Preliminary Approval, and the
4 Amended Class Action and PAGA Settlement Agreement and Class Notice ("Settlement
5 Agreement"), a copy of which was filed in conjunction with the Plaintiff's Motion for Final
6 Approval of Class Action Settlement.

7 Having received and considered the Settlement Agreement, the supporting papers filed by
8 the Parties, and the evidence and argument received by the Court in conjunction with the
9 unopposed Motion for Preliminary Approval of Class Action Settlement and the instant Motion
10 for Final Approval, the Court grants final approval of the Settlement and HEREBY ORDERS
11 AND MAKES THE FOLLOWING DETERMINATIONS:

- 12 1. The Gross Settlement Amount ("GSA") is **\$650,000**, non-reversionary;
13 The Net Settlement Amount ("Net") is the GSA minus the following:
14 ○ **\$216,666.66** (33%) for attorney fees (§3.2.2); **\$14,844.67** for litigation costs;
15 ○ **\$7,500** for a Service Payment to the Named Plaintiff Fernando Luna
16 Obciana;
17 ○ **\$15,000** for settlement administration costs (§3.2.3); and
18 ○ Payment of **\$22,500** (75% of \$30,000 PAGA penalty) to the LWDA and
19 **\$7,500** (25% of \$30,000 PAGA penalty) to the Aggrieved Employees.
20 (§3.2.5)

21 Employer's share of the payroll taxes on the taxable portion of the settlement
22 payments shall be paid separately from the GSA by Defendant.

23 Plaintiff releases Defendants from the claims described herein.

- 24 2. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to
25 each Class Member by first-class mail. These papers informed the Class of the terms of the
26 Settlement, their right to receive an Individual Settlement Payment, their right (a) to comment on
27 or object to the Settlement, (b) to request exclusion from the Settlement and pursue their own
28

remedies, and (c) of their right to appear in person or by counsel at the final approval hearing and to be heard regarding approval of the Settlement. Adequate periods of time were provided by each of these procedures. No member of the Class filed written objection to the proposed Settlement as part of this notice process, requested exclusion from the class settlement, or stated an intention to appear at the final approval hearing.

3. The Court finds and determines that this notice procedure afforded adequate protections to Class Members and provides the basis for the Court to make an informed decision regarding approval of the Settlement based on the responses of the Class. The Court finds and determines that the notice provided in this case was the best notice practicable, which satisfied the requirements of law and due process.

4. With respect to the Class and for purposes of approving this Settlement only, this Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Class, and there is a well-defined community of interest among members of the Class with respect to the subject matter of the Action; (c) the claims of Class Representative are typical of the claims of the members of the Class; (d) the Class Representative has fairly and adequately protected the interests of the members of the Class; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in their individual and representative capacities for the Class.

5. The Court has certified a Class, as that term is defined in and by the terms of the Settlement Agreement as all California non-exempt employees employed directly by Defendant JKUSA or employed by Defendant Staffmark Investment LLC and placed with Defendant JKUSA at any time during the Class Period. The Class Period means April 21, 2018 to October 27, 2023. The Court deems this definition sufficient for purposes of California Rule of Court 3.765(a).

6. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

1 7. The Court hereby confirms Plaintiff Fernando Luna Obciana as the Class
2 Representative in this Action.

3 8. The Court finds and determines that the terms set forth in the Settlement
4 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement
5 according to its terms, having found that the Settlement was reached as a result of informed and
6 non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds
7 that the Parties conducted extensive investigation and that their attorneys were able to reasonably
8 evaluate their respective positions. The Court also finds that the Settlement will enable the Parties
9 to avoid additional and potentially substantial litigation costs, as well as delay and risks if the
10 Parties were to continue to litigate the case. The Court has reviewed the monetary recovery
11 provided as part of the Settlement and recognizes the significant value accorded to the Class.

12 9. The Court further finds and determines that the terms of the Settlement are fair,
13 reasonable and adequate to the Class and to each Participating Class Member and that the
14 Settlement is ordered finally approved, and that all terms and provisions of the Settlement should
15 be and hereby are ordered to be consummated.

16 10. The Court hereby approves the Gross Settlement Amount of \$650,000.

17 11. The Court finds and determines that the Individual Settlement Payments to be paid
18 to Participating Class Members as provided for by the Settlement are fair and reasonable. The
19 Court hereby gives final approval to and orders the payment of those amounts be made to the
20 Participating Class Members in accordance with the Settlement Agreement.

21 12. The Participating Class Members will be bound by the Settlement, including, but
22 not limited to, the Released Class Claims. Indeed, as of the date Defendants fully fund the Gross
23 Settlement Amount, and in consideration for their Individual Class Payments, each Participating
24 Class Member shall release Defendants and the Released Parties, and each of them, from the
25 Released Class Claims as set forth in the Settlement Agreement:

26 All Participating Class Members, on behalf of themselves and their respective
27 former and present representatives, agents, attorneys, heirs, administrators,
28 successors, and assigns, release Defendants and the Released Parties from all claims

1 rights, demands, liabilities, damages, penalties, rights, suits, debts, obligations, and
2 causes of action, whether known or unknown, that were alleged or that could have
3 been alleged based on the facts alleged in the Operative Complaint, which arose
4 during the Class Period, which includes but is not limited to the following claims
5 and/or causes of action against the Released Parties: unpaid wages, including
6 minimum wages, regular wages, overtime wages (including but not limited to the
7 calculation of the regular rate of pay), double time wages; failure to authorize and
8 permit rest periods (including but not limited to payment of rest period premiums),
9 failure to provide meal periods (including but not limited to payment of meal period
10 premiums), wage statement violations, untimely wages during employment and
11 wages due upon termination; unreimbursed business expenses (including, but not
12 limited to, use of personal devices); and all derivative claims; and California Labor
13 Code sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174,
14 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, the applicable
15 Industrial Welfare Commission Wage Orders, the Fair Labor Standards Act, and
16 the Business and Professions Code section 17200 as it relates to the underlying
17 Labor Code claims referenced above. All Participating Class Members will also
18 release all claims that could have been brought under the Fair Labor Standards Act,
19 including without limitation, claims under 29 U.S.C. sections 206, 207, and 216
20 that could have been asserted in this Action (collectively "Released Class Claims").
21 The Released Class Claims will be effective as to the Participating Class Members at the
22 time Defendants fund the Gross Settlement Amount.

13. Additionally, all Aggrieved Employees (as defined in the Settlement Agreement
as all California non-exempt employees employed directly by Defendant JKUSA or employed by
Defendant Staffmark Investment LLC and placed with Defendant JKUSA at any time during the
PAGA Period, which is April 21, 2021 through October 27, 2023), will also release the Released
PAGA Claims as set forth in the Settlement Agreement, and will be sent a portion of the PAGA
Penalties. Accordingly, as of the date Defendants fully fund the Gross Settlement Amount, and
in consideration for the PAGA Penalties, Defendant and Released Parties shall receive a release
from the State of California and all Aggrieved Employees for the Released PAGA Claims as set
forth in the Settlement Agreement:

All Aggrieved Employees are 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 any and all
claims for PAGA penalties that were alleged, or reasonably could have been
alleged, based on the PAGA Period facts stated in the Operative Complaint, and/or
the PAGA Notice (including the Notices sent on April 21, 2022 and July 26, 2022)
(including, but not limited to, Labor Code sections 201, 202, 203, 204, 210, 226,
226.3, 226.7, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1,
1198, 2800, and 2802 and all applicable Wage Orders as to the foregoing claims)

1 (“Released PAGA Claims”). Even if an Aggrieved Employee chooses to opt out
2 of the Settlement, they would still be bound by the Release of PAGA claims herein.

3 14. Pursuant to the Labor Code Private Attorneys General Act (“PAGA”), Plaintiff
4 has given notice of the Settlement. The Court finds and determines that the notice of Settlement
5 complied with the statutory requirements of PAGA.

6 15. The Court finds and determines that the resolution of the Released PAGA Claims
7 and the PAGA Penalties of \$30,000, which includes payment to the California Labor and
8 Workforce Development Agency of \$22,500.00 as its share of the settlement of civil penalties
9 and \$7,500 to the Aggrieved Employees in this case is fair, reasonable, and appropriate. The
10 Court hereby gives final approval to and orders that the payment of the PAGA Penalties amount
11 be paid in accordance with the Settlement Agreement.

12 16. The Court finds and determines that the fees and expenses in administering the
13 Settlement incurred by ILYM Group Inc. (“Administrator”) in the amount of \$15,000.00, are fair
14 and reasonable. The Court hereby gives final approval to and orders that the payment of that
15 amount in accordance with the Settlement.

16 17. The Court finds and determines the Class Representative Service Payment of up
17 to \$7,500.00 for Plaintiff is fair and reasonable. In consideration of Plaintiff’s Class
18 Representative Service Payment, and effective on the date when Defendants fully fund the entire
19 Gross Settlement Amount, and other terms and conditions of the Settlement, Plaintiff fully, finally
20 and forever releases Defendant and Released Parties from the claims set forth in the Settlement
21 Agreement, including Plaintiff’s waiver of California Civil Code section 1542:

22 As a material inducement to Defendants to enter into this Agreement, once
23 Defendants pay the Gross Settlement Amount, Plaintiff and his respective former
24 and present spouses, representatives, agents, attorneys, heirs, administrators,
25 successors, and assigns generally, release and discharge Released Parties, to the
26 fullest extent permitted by law, from the following as of the date of the execution
27 of this Agreement: any and all claims, demands, rights, liabilities and causes of
28 action of every nature and description whatsoever, known or unknown, asserted or
that might have been asserted, whether in tort, contract, or for violation of any state
or federal statute, rule or regulation arising out of, relating to, or in connection with
Plaintiff’s relationship with any Released Party, including but not limited to his
employment, joint employment and/or placement as a temporary employee or
staffing agency employee with any Defendant or any act or omission by or on the

1 part of any of the Released Parties committed or omitted prior to the execution
2 thereof, including, without limitation, any claims for wages, damages, restitution,
3 unreimbursed expenses, equitable relief, civil and statutory penalties, liquidated
4 damages, and/or punitive damages; Title VII of the Civil Rights Act of 1964, as
5 amended; the Civil Rights Act of 1991; 42 U.S.C. § 1981, as amended; age
6 discrimination claims under the Age Discrimination in employment Act and the
7 Older Workers Benefit Protection Act; the Fair Labor Standards Act, as amended;
8 the Equal Pay Act; the Americans With Disabilities Act; Sections 503 and 504 of
9 the Rehabilitation Act of 1973; the Family and Medical Leave Act; the Civil Rights
10 Act of 1966; the Consolidated Omnibus Budget Reconciliation Act; the Employee
11 Retirement Income Security Act; the California Unfair Competition Law (Cal. Bus.
12 & Prof. Code § 17200 et seq.); the California Family Rights Act; the California
13 Labor Code and IWC Wage Orders; the California Fair Employment and Housing
14 Act; California's Whistleblower Protection Act; any state, civil, or statutory laws,
15 including any and all human rights laws and laws against discrimination; any other
16 federal, state, or local statutes, codes, or ordinances; any common law, contract law,
17 or tort law cause of action; Title II of the Genetic Information Non-Disclosure Act;
18 the California Labor Code; the Wage Order issued by the California Industrial
19 Welfare Commission; California Business and Professions Code section 17200 et
20 seq.; any class or representative claims aside from those raised in Los Angeles
21 Superior Court Case No. 22STCV13423, as well as any claims for assault, battery,
sexual battery, wrongful termination, constructive discharge, retaliation, intentional
and/or negligent infliction of emotional distress, discrimination, harassment, hostile
working conditions, hostile work environment harassment, retaliation,
whistleblower activities, and defamation, even if not specifically alleged in the
Operative Complaint or the PAGA Notice. ("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, or workers' compensation benefits. 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. The Parties
declare and represent that they intend this Agreement to be complete and not subject
to any claim of mistake, and that the releases herein express full and complete
releases, and that they intend that the releases herein shall be final and complete.

22 For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the
23 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
24 which reads: A general release does not extend to claims that the creditor or
25 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.

26 The Court hereby orders the Administrator to make this payment to the Plaintiff/Class
27 Representative in accordance with the terms of the Settlement Agreement.

1 18. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
2 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
3 \$216,666.66 and litigation costs of \$14,844.67. The Court finds such amounts to be fair and
4 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
5 accordance with the terms of the Settlement Agreement.

6 19. Nothing in this order shall preclude any action to enforce the Parties' obligations
7 under the Settlement or under this order, including the requirement that Defendants make payment
8 to the Participating Class Members in accordance with the Settlement.

9 20. The Settlement Agreement and this Settlement are not an admission by
10 Defendants, nor is this Final Approval Order and Judgment a finding, of the validity of any claims
11 in the Action or of any wrongdoing by Defendant or that this Action is appropriate for class or
12 representative treatment (other than for settlement purposes). Neither this Final Approval Order
13 and Judgment, the Settlement Agreement, nor any document referred to herein, nor any action
14 taken to carry out the Settlement is, may be construed as, or may be used as an admission by or
15 against Defendants of any fault, wrongdoing or liability whatsoever. This Final Approval Order,
16 the Judgment and the Settlement Agreement shall not be used to argue in this Action or any other
17 matter that Defendants have waived any defense they may have to a class and/or representative
18 action. The entering into or carrying out of the Settlement, and any negotiations or proceedings
19 related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission
20 or concession with regard to the denials or defenses by Defendants. Notwithstanding these
21 restrictions, Defendants may file in the Action or in any other proceeding, this Final Approval
22 Order and Judgment, the Settlement, or any other papers and records on file in the Action as
23 evidence of the settlement to support a defense of res judicata, collateral estoppel, release, or other
24 theory of claim or issue preclusion or similar defense as to any of the claims released in the
25 Settlement by Plaintiff, Class Members or the Aggrieved Employees.

26 21. The Court hereby enters judgment. This Judgment is intended to be a final
27 disposition in its entirety of the above captioned action, including, but not limited to pursuant to
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1 California Rule of Court 3.769(h). Without affecting the finality of this judgment in any way, the
2 Court retains jurisdiction of all matters relating to the interpretation, administration,
3 implementation, effectuation, and enforcement of the Settlement pursuant to C.C.P. § 664.6.

4 22. Other than as set forth herein, neither Defendants nor any of the Released Parties
5 (Defendants and all of their past, present and future parent companies, subsidiaries, affiliates,
6 divisions, and agents, including Staffmark Investment LLC, Staffmark Group, LLC, CBS
7 Personnel Services, LLC, Advantage Technical Resourcing, Inc. and all of their respective
8 employees, principals, managing agents, members, attorneys, officers, directors, board members,
9 investors, partners, legal representatives, accountants, insurers, trustees, administrators, real or
10 alleged alter egos, real or alleged joint employers, predecessors, successors, transferees, assigns
11 and insurers and JKUSA, JVCKENWOOD Corporation, EF Johnson Technologies, Inc., E.F.
12 Johnson Company and all of their past, present and future parent companies, subsidiaries,
13 affiliates, divisions, and agents and all of their respective employees, principals, managing agents,
14 members, attorneys, officers, directors, board members, investors, partners, legal representatives,
15 accountants, insurers, trustees, administrators, real or alleged alter egos, real or alleged joint
16 employers, predecessors, successors, transferees, assigns, and insurers) shall have any further
17 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense or liability,
18 except as provided by the Settlement Agreement. Further, except as set forth herein and the
19 Settlement Agreement, Plaintiff, Class Members and Aggrieved employees shall take nothing
20 further from this Action.

21 23. The Parties will bear their own costs and attorneys' fees except as otherwise
22 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation
23 costs.

24 24. By no later than **June 10, 2025**, Class Counsel must give notice to the class members
25 pursuant to California Rules of Court, Rule 3.771(b) (which may be effected by posting on the
26 Administrator's website if consistent with the parties' Class Action Settlement) and to the LWDA, if
27 applicable, pursuant to Labor Code §2699 (1)(3).

2026

25. By no later than **August 10, 2025**, Class Counsel must file a Final Report Re:
Distribution of the Settlement Funds. The Court sets a Non-Appearance Case Review Hearing
Re: Distribution of Settlement Funds for **August 17, 2026**, at 8:30 a.m., Department 9.

DATED: 04/28/2025



Honorable Eliane Lu
JUDGE OF THE SUPERIOR COURT

CERTIFICATE OF SERVICE

I, the undersigned, am employed in the County of Orange, State of California. I am over the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

On April 15, 2025, I served the foregoing document entitled:

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

on all the appearing and/or interested parties in this action by delivering ☐
the original ☒ a true copy thereof on the party(ies) addressed below as follows:

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☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid at Irvine, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postage cancellation date or postage meter date is more than one day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed. R. Civ. Proc.* 5(a); *Fed. R. Civ. Proc.* 5(c).)

☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business practice of Aegis Law Firm PC for collection and processing correspondence for overnight delivery, and I caused such document(s) described herein to be deposited for delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal Code Civ. Proc.* § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via electronic transmission via Case Anywhere on the date below. (*Cal. Code Civ. Proc.* § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.* 5(b)(2)(A).)

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

3 Executed on April 15, 2025, at Irvine, California.

4 *Laila Shams*

5 Laila Shams
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