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FILED
Superior Court of California
County of Los Angeles

04/09/2025

David W. Stryker, Executive Officer / Clerk of Court

By: _____ A. He _____ Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

NIKOL LOCKETT, individually, and on behalf
of all others similarly situated,

Plaintiff,

vs.

OTO DEVELOPMENT, LLC; and DOES 1
through 10, inclusive,

Defendants.

Case No.: 22STCV17405

[Assigned to the Hon. Stuart M. Rice, Dept. 1]

CLASS AND REPRESENTATIVE ACTION

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

Date: April 9, 2025
Time: 10:30 a.m.
Courtroom: Dept. 1
Judge: Hon. Stuart M. Rice

Action Filed: May 26, 2022
Trial Date: Not Set

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

This matter came on for hearing on April 9, 2025, upon Plaintiff's Motion for Final Approval of the proposed settlement of this action on the terms set forth in the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE (the "Agreement"). (See Declaration of H. Scott Leviant in Support of Plaintiff's Motion for Final Approval of Class and Representative Action Settlement ["Leviant Decl."], at Exh. 1.)

After reviewing the Agreement, the Notice, and the record of this action, having heard the argument of Counsel for respective Parties, and good cause appearing, the Court Orders as follows:

1. To the extent defined in the Agreement, the terms in this Order shall have the meanings set forth therein.

2. The Court finds that the terms of the Agreement have been reached as a result of intensive, serious and non-collusive, arms-length negotiations. The Court further finds that Plaintiff and Defendant, collectively, the "Parties", have conducted thorough investigation and research, and the attorneys for the Parties are able to reasonably evaluate their respective positions. The Court also finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the action. The Court finds that the risks of further prosecution are substantial.

3. Under the terms of the Agreement, the revised Gross Settlement Amount and monetary terms, including all requested awards, are as follows:

GSA AND DEDUCTIONS	AMOUNT
Gross Settlement Amount ("GSA")	\$417,500.00 (employer-side taxes separate)
Settlement Administration (bid amount)	\$15,000.00
Requested Attorney's Fees (one-third of GSA)	\$139,166.67
Requested Costs (not to exceed)	\$24,000.00
PAGA Penalty Allocation	\$40,000
Requested Enhancement	\$7,500.00
Estimated Net Settlement Amount	\$191,833.33

1 The amounts awarded by the Court are set forth below.

2 4. The Parties' proposed settlement is granted final approval as it meets the criteria for final
3 settlement approval. In granting final approval of the class and representative action settlement, the
4 Court has considered the factors identified in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as
5 approved in *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV*
6 *Cases*, 135 Cal. App. 4th 706 (2006). The Court finds that the terms of the proposed class and
7 representative action settlement are fair, reasonable, and adequate, pursuant to California Code of Civil
8 Procedure § 382. The settlement falls within the range of possible approval as fair, adequate and
9 reasonable; appears to be the product of arm's-length and informed negotiations; and treats all Class
10 Members fairly. The Settlement Class meets the requirements for conditional certification for settlement
11 purposes only under Code of Civil Procedure § 382.

12 5. The Class Notice provided to the Settlement Class conforms with the requirements of
13 Code of Civil Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and
14 United States Constitutions, and any other applicable law, and constitutes the best notice practicable
15 under the circumstances, by providing individual notice to all Class Members who could be identified
16 through reasonable effort, and by providing due and adequate notice of the proceedings and of the
17 matters set forth therein to the other Class Members. The Class Notice fully satisfied the requirements of
18 due process.

19 6. The following persons are certified as Class Members solely for the purpose of entering
20 a settlement in this matter:

21 All current and former non-exempt employees who worked for Defendant in California
22 during the Class Period (the "Class Period" is the period from May 26, 2018, until
23 November 13, 2023) and did not sign arbitration agreements. (Settlement, ¶ 1.5, 1.12.)
24 "Participating Class Member" means a Class Member who does not submit a valid and
timely Request for Exclusion from the Class portion of the Settlement. (Settlement, ¶
1.34.)

25 All Class Members are Participating Class Members and are bound by the Final Approval Order and
26 Judgment in the Action.

27 7. Plaintiff NIKOL LOCKETT ("Plaintiff") is appointed as the Class Representative.
28

1 8. The Court finds Plaintiff's counsel are adequate, as they are experienced in wage and
2 hour class action litigation and have no conflicts of interest with absent Class Members, and that they
3 adequately represented the interests of absent class members in the Litigation. Kane Moon, H. Scott
4 Leviant, and Sandy Pham, of Moon Law Group, PC, are appointed Class Counsel.

5 9. All Class Members who worked at any time between May 26, 2018, until November
6 13, 2023, are "Aggrieved Employees" for purposes of distributing the **\$10,000.00** as Individual PAGA
7 Payments. Class Members cannot opt out of the release of the PAGA claims and will therefore receive
8 a share of the \$10,000.00, irrespective of whether they are Participating Class Members.

9 10. The Court appoints ILYM Group, Inc. to act as the Administrator, pursuant to the terms
10 set forth in the Agreement.

11 11. Upon entry of this Final Approval Order and the Judgment, funding of the Settlement and
12 compensation to the Class Members shall be implemented pursuant to the terms of the Agreement and
13 this Final Approval Order.¹

14 12. In addition to any recovery that Plaintiff may receive under the Settlement as a Class
15 Member, and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court hereby
16 approves the payment of a Class Representative Enhancement Payment to Plaintiff in the amount of
17 **\$7,500.00**.

18 13. The Court approves the payment of attorneys' fees to Class Counsel in the total amount
19 of **\$139,166.67**. Litigation expenses in the amount of **\$24,000.00** to Class Counsel are approved by the
20 Court.

21 14. The Court approves and orders payment in the amount of **\$15,000.00** to ILYM Group,
22 Inc., for performance of its services as the Administrator.

23 15. Upon completion of administration of the Settlement, the Parties shall file a declaration
24 stating that all amounts payable under the Settlement have been paid and that the terms of the Settlement
25 have been completed.

26
27
28 ¹ As defined in the Agreement, "Settlement" means the disposition of the Action effected by the Agreement and the Judgment entered following Final Approval.

1 16. The Court sets a non-appearance case review regarding compliance with all fund
2 distribution requirements under the Settlement for April 9, 2026, at 4:00 p.m., in
3 Dept. 1 of the above-entitled Court. A Final Report, including any declaration from the Administrator
4 regarding compliance, shall be filed with the Court no later than April 2, 2026.

5 17. The Court approves and orders payment in the amount of \$30,000.00 to the Labor and
6 Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys
7 General Act of 2004 (Labor Code § 2698 *et seq.*).

8 18. Once Defendant OTO DEVELOPMENT, LLC (“Defendant”) fully funds the Settlement
9 by paying all amounts due under the Agreement and this Order, the Class Representative and each
10 Putative Class Member will release Class claims as follows:

11 All Participating Class Members, on behalf of themselves and their respective former and
12 present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
13 release Released Parties from (i) all claims that were pled in the operative complaint, or
14 which were asserted in the litigation, or which could have been pled in any of the
complaints in the Action or PAGA notice submitted by Plaintiff with the Labor
Workforce Development Agency based on the factual allegations therein, that arose
during the Class Period, including:

- 15 a. Failure to Pay Minimum Wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197];
16 b. Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198];
17 c. Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7, 512];
18 d. Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7];
19 e. Failure to Indemnify Necessary Business Expenses [Cal. Lab. Code §§ 2800, 2802];
20 f. Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201- 203];
21 g. Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226];
22 h. Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, *et seq.*]; and

23 Except as set forth in Section 5.3 of [the] Agreement, Participating Class Members do
24 not release any other claims, including claims for vested benefits, wrongful termination,
25 violation of the Fair Employment and Housing Act, unemployment insurance,
disability, social security, workers’ compensation, or claims based on facts occurring
outside the Class Period.

26 19. Once Defendant fully funds the Settlement by paying all amounts due under the
27 Agreement and this Order, the Aggrieved Employees will release PAGA claims as follows:

28 All Class Members, including Plaintiff, who are Aggrieved Employees are deemed to

1 release, on behalf of themselves and their respective former and present representatives,
2 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from
3 all claims for PAGA penalties that were alleged, or reasonably could have been alleged,
4 based on the PAGA Period facts stated in the PAGA notice submitted by Plaintiff with
the Labor Workforce Development Agency, and in the Operative Complaint, or which
could have been pled in any of the complaints in the Action or PAGA notice based on
the factual allegations therein, including:

5 a. Failure to pay for all hours worked, including any claims for failure to pay minimum
6 wages due to alleged rounding policies, “off-the-clock” hours, alleged failure to pay split
shift premiums;

7 b. Failure to pay overtime, including but not limited to alleged failure to incorporate all
8 remuneration when calculating the correct overtime rate of pay;

9 c. Failure to provide legally compliant meal periods;

10 d. Failure to authorize and permit legally compliant rest periods;

11 e. Failure to maintain accurate and complete records;

12 f. Failure to reimburse and indemnify employees for business expenses;

13 g. Failure to pay all vacation wages at termination;

14 h. Failure to pay all wages owed at termination;

15 i. Failure to provide accurate itemized wage statements;

16 j. Failure to pay all earned wages two times per month; and

17 k. Violations of California Labor Code sections 232, 246, 6310, 6311, 6400, 6401, 6402,
18 6403, 6404.

19 20. The Parties are ordered to give notice of this final Order and Judgment to the LWDA,
pursuant to Labor Code § 2699(l)(3).

20 21. The Court hereby directs the Parties to effectuate the terms of the Settlement as set forth
21 in the Agreement.

22 22. The Court retains jurisdiction to consider all further applications arising out of or in
23 connection with the Settlement.

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23. Pursuant to California Rules of Court, Rule 3.771(b), the Administrator shall give notice to the Class of the entry of this Order, and any final judgment entered in this Action, by posting it on its website.

IT IS SO ORDERED.



A handwritten signature in black ink, appearing to read "Stuart M. Rice".

Dated: 04/09/2025

Stuart M. Rice / Judge

Hon. Stuart M. Rice
LOS ANGELES SUPERIOR COURT JUDGE