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James Walker

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

TYRONE JOHNSON, TERRENCE
KENNEDY, individually, and on behalf
of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General
Act;

Plaintiff,

v.

PARSEC, INC. D/B/A OHIO PARSEC,
INC., an Ohio corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No.: 2:22-cv-06930-AH-MAR

Honorable Anne Hwang
Courtroom 7D

CLASS ACTION

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

Date: November 12, 2025
Time: 1:30 p.m.
Courtroom: 7D

Complaint Filed: August 5, 2022
FAC Filed: November 15, 2024
Trial Date: None Set

1 This matter has come before the Honorable Anne Hwang, Courtroom 7D of
2 the United States District Court for the Central District of California, at the Western
3 Division, 350 W 1st Street, Suite 4311, Los Angeles, California 90012, on Plaintiffs
4 Tyrone Johnson's, Terrence Kennedy's, and James Walker's ("Plaintiffs") Motion
5 for Final Approval of Class Action Settlement ("Motion for Final Approval").

6 On June 9, 2025, the Court entered the Order Granting Renewed Motion for
7 Preliminary Approval of Class Action Settlement and Approval of PAGA Settlement
8 (Docket No. 64) ("Preliminary Approval Order"), and thereby preliminarily
9 approved the settlement of the above-entitled action ("Action") in accordance with
10 the Class Action and PAGA Settlement Agreement ("Settlement", "Agreement", or
11 "Settlement Agreement"), entered into by and between Plaintiffs and Defendant
12 Parsec, Inc. d/b/a Ohio Parsec, Inc. ("Defendant"), which, together with the exhibits
13 annexed thereto, set forth the terms and conditions for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties'
15 papers and oral argument, and good cause appearing,

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

18 1. All terms used herein shall have the same meaning as defined in the
19 Settlement Agreement and the Preliminary Approval Order.

20 2. This Court has jurisdiction over the claims of the Class Members and
21 Aggrieved Employees asserted in this proceeding and over all parties to the Action.

22 3. The Court finds that the applicable requirements of California Code of
23 Civil Procedure section 382 and California Rule of Court 3.769, *et seq.* have been
24 satisfied with respect to the Class and the Settlement. The Court hereby makes final
25 its earlier provisional certification of the Class for settlement purposes, as set forth
26 in the Preliminary Approval Order. The Class is hereby defined to include:

27 All current and former hourly-paid or non-exempt employees who
28 worked for Defendant within the State of California at any time from

1 August 8, 2018 through September 27, 2023 (“Class” or “Class
2 Members”).

3 4. The aggrieved employees for purposes of the PAGA Settlement are
4 hereby defined to consist of the following individuals:

5 All current and former hourly-paid or non-exempt employees who
6 worked for Defendant within the State of California at any time from
7 June 1, 2021 through September 27, 2023 (“Aggrieved Employees”).

8 5. The Court Approved Notice of Class Action Settlement and Hearing
9 Date for Final Court Approval (“Class Notice”) that was provided to the Class
10 Members, fully and accurately informed the Class Members and Aggrieved
11 Employees of all material elements of the Settlement and of their opportunity to
12 participate in, object to or comment thereon, or to seek exclusion from, the
13 Settlement; was the best notice practicable under the circumstances; was valid, due,
14 and sufficient notice to all Class Members and Aggrieved Employees; and complied
15 fully with the laws of the State of California, the United States Constitution, due
16 process and other applicable law. The Class Notice fairly and adequately described
17 the Settlement and provided the Class Members and Aggrieved Employees with
18 adequate instructions and a variety of means to obtain additional information.

19 6. Pursuant to California law, the Court hereby grants final approval of
20 the Settlement and finds that it is reasonable and adequate, and in the best interests
21 of the Class as a whole. More specifically, the Court finds that the Settlement was
22 reached following meaningful discovery and investigation conducted by Lawyers
23 *for* Justice, PC (“Class Counsel”); that the Settlement is the result of serious,
24 informed, adversarial, and arms-length negotiations between the parties; and that the
25 terms of the Settlement are in all respects fair, adequate, and reasonable. In so
26 finding, the Court has considered all of the evidence presented, including evidence
27 regarding the strength of Plaintiff’s claims; the risk, expense, and complexity of the
28 claims presented; the likely duration of further litigation; the amount offered in the
Settlement; the extent of investigation and discovery completed; and the experience

1 and views of Class Counsel. The Court has further considered the absence of
2 objections to and requests for exclusion from the Settlement submitted by Class
3 Members. Accordingly, the Court hereby directs that the Settlement be affected in
4 accordance with the Settlement Agreement and the following terms and conditions.

5 7. A full opportunity has been afforded to the Class Members and
6 Aggrieved Employees to participate in the Final Approval Hearing, and all Class
7 Members and Aggrieved Employees and other persons wishing to be heard have
8 been heard. The Class Members also have had a full and fair opportunity to exclude
9 themselves from the Settlement. Accordingly, the Court determines that all Class
10 Members who did not timely and validly opt out of the Settlement (“Participating
11 Class Member”) are bound by the Settlement and by this order and judgment (“Final
12 Approval Order and Judgment”).

13 8. The Court finds that the Class Representative Service Payments sought
14 are fair and reasonable for the work performed by Plaintiffs on behalf of the Class.
15 It is hereby ordered that the Administrator issue payments in the amounts of
16 \$15,000.00 to Plaintiff Tyrone Johnson, \$12,500.00 to Plaintiff Terrence Kennedy,
17 and \$7,500.00 to Plaintiff James Walker for their Class Representative Service
18 Payments, according to the terms and methodology set forth in the Settlement
19 Agreement.

20 9. The Court finds that the Administrator Expenses Payment in the
21 amount of \$18,000.00 is appropriate for the services performed and costs incurred
22 and to be incurred for the notice and settlement administration process. It is hereby
23 ordered that the Administrator, Phoenix Settlement Administrators, shall issue
24 payment to itself in the amount of \$18,000.00, in accordance with the terms and
25 methodology set forth in the Settlement Agreement.

26 10. The Court finds that the Class Counsel Fees Payment in the amount of
27 \$1,566,634.30 and the Class Counsel Litigation Expenses in the amount of
28 \$39,063.57 fall within the range of reasonableness, and the results justify the award

sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate and are hereby approved. It is hereby ordered that the Administrator issue payment in the amounts of \$1,566,634.30 and \$39,063.57 in accordance with the terms set forth in the Settlement Agreement.

11. The Court hereby enters Judgment by which Participating Class Members shall be conclusively determined, upon the Effective Date and Defendant's full funding of the Gross Settlement Amount, to have given a release of the Released Parties of and from any and all Released Claims, as set forth in the Settlement Agreement and Notice.

12. Following Final Approval of the Settlement by the Court, Defendant will send a one-time transfer of the Gross Settlement Amount to the Settlement Administrator, which will be deposited into a Qualified Settlement Account to be established by the Settlement Administrator. Defendant will send a check in the amount of the Gross Settlement Amount and the employer's share of payroll taxes within thirty (30) calendar days of the Effective Date.

13. Within fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Settlement Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments, according to the methodology and terms set forth in the Settlement Agreement.

14. Funds represented by Individual Settlement Payment checks returned as undeliverable and Individual Settlement Payment checks remaining un-cashed for more than one hundred and eighty (180) calendar days after issuance will be cancelled and the funds associated with the un-cashed checks will be tendered to the California State Controller's Unclaimed Property Fund in the name of the Class Member.

1 15. After entry of this Final Approval Order and Judgment, pursuant to
2 California Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to
3 construe, interpret, implement, and enforce the Settlement Agreement and this Final
4 Approval Order and Judgment, to hear and resolve any contested challenge to a
5 claim for settlement benefits, and to supervise and adjudicate any dispute arising
6 from or in connection with the distribution of settlement benefits.

7 16. Notice of entry of this Order Granting Final Approval of Class Action
8 Settlement and Judgment shall be given to the Participating Class Members and
9 Aggrieved Employees by posting a copy of the Order Granting Final Approval of
10 Class Action Settlement and Judgment on Settlement Administrator's website for a
11 period of at least sixty (60) calendar days after the date of entry of this Order
12 Granting Final Approval of Class Action Settlement and Judgment. Individualized
13 notice is not required.

14 Dated: _____

Honorable Anne Hwang
Judge of the United States District Court