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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

JIE XU, individually and on behalf of all
persons similarly situated

Plaintiffs,

vs.

HT MULTINATIONAL, INC., a California
Corporation; CHTC (USA), INC., a
California Corporation; HT INDUSTRIES,
INC., a Corporation, and Does 1 through 50,
Inclusive,

Defendants.

Case No. CIVDS2015679

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT**

Hearing Date: December 12, 2022

Hearing Time: 10:00 a.m.

Judge: Hon. David Cohn

Dept: S-26

1 This matter came on for hearing on December 12, 2022 at 10:00 a.m., in front of the Hon.
2 David Cohn, presiding, Plaintiff's unopposed Motion for Order Granting Final Approval of Class
3 Action and PAGA Settlement and Entering Judgment pursuant to California Rule of Court 3.769, with
4 Jean-Claude Lapuyade, Esq. of the JCL Law Firm and Shani O. Zakay, Esq. of Zakay Law Group,
5 APC appearing as counsel for plaintiff JIE XU, and Lizbeth Ochoa of Fisher Phillips, LLP appearing
6 for Defendants HT MULTINATIONAL, INC. dba HT INDUSTRIES, INC. and CHTC (USA), INC.
7 (hereinafter "Defendants").

8 The Court, having received and carefully considering the Stipulation of Settlement of Class and
9 PAGA Action Claims and Release of Claims ("Settlement Agreement"), the supporting papers filed by
10 the Parties, the evidence and argument received by the Court in conjunction with the unopposed
11 Motion for Preliminary Approval of Class and PAGA Action Settlement heard on July 15, 2022, the
12 instant Motion for Order Granting Final Approval of Class and PAGA Action Settlement, the Court
13 grants final approval of the Settlement and HEREBY ORDERS THE FOLLOWING:

14 1. All capitalized terms used herein shall have the same meaning as defined in the
15 Settlement Agreement which was attached to the Declaration of Jean-Claude Lapuyade, Esq. as
16 Exhibit "A".

17 2. Pursuant to the Order Granting Preliminary Approval, the Proposed Notice of Class
18 Action Settlement was sent to each Settlement Class Member by first-class mail. These papers
19 informed the Settlement Class Members of the terms of the Settlement, and of (a) their right to receive
20 an Individual Settlement Shares, (b) their right to comment on or object to the Settlement, (c) their
21 right to request exclusion from the Settlement and pursue their own remedies, and (d) their right to
22 appear in person or by counsel at the final approval hearing and to be heard regarding approval of the
23 Settlement. Adequate periods of time were provided by each of these procedures.

24 3. Following the conclusion of the Notice Period, the Settlement Administrator reports that
25 it received *zero written objections* to the Settlement and *zero written Requests for Excluision* from the
26 Settlement.

27 4. The Court finds and determines that this notice procedure afforded adequate protections
28 to the Settlement Class Members and provides the basis for the Court to make an informed decision

1 regarding approval of the Settlement based on the responses of the Settlement Class. The Court finds
2 and determines that the notice provided in this case was the best notice practicable, which satisfied the
3 requirements of law and due process.

4 5. With respect to the Settlement Class Members and for purposes of approving this
5 Settlement only, this Court finds and concludes that: (a) the members of the Settlement Class are
6 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of
7 law or fact common to the Settlement Class Members, and there is a well-defined community of
8 interest among the Settlement Class Members with respect to the subject matter of the Action; (c) the
9 claims of Class Representative JIE XU are typical of the claims of the Settlement Class Members; (d)
10 the Class Representative has fairly and adequately protected the interests of the Settlement Class
11 Members; (e) a class action is superior to other available methods for an efficient adjudication of this
12 controversy; and (f) the counsel of record for the Class Representative, i.e., Jean-Claude Lapuyade,
13 Esq. of the JCL LAW FIRM, APC and Shani O. Zakay, Esq. of ZAKAY LAW GROUP, APC
14 (hereinafter “Class Counsel”), are qualified to serve as counsel for the Class Representative and the
15 Settlement Class Members in their individual and representative capacity for the Settlement Class
16 Members.

17 6. The Court has certified the following Class, as defined in and by the terms of the
18 Settlement Agreement as follows:

19 (a) The “Class” is “All of Defendants’ current and former employees,
20 classified at some point within the Class Period as exempt but not paid
21 two times the minimum wage, employed in California during the Class
22 Period.”; and

23 (b) The “Class Period” means the period from April 6, 2016 through April
24 23, 2022.

25 7. The Court deems the definition of the Class sufficient for purposes of California Rule of
26 Court 3.765(a).

27 8. The Court hereby confirms Jean-Claude Lapuyade, Esq., of the JCL LAW FIRM, APC
28 (“JCL”) and Shani O. Zakay, Esq. of ZAKAY LAW GROUP, APLC (“ZLG”) as Class Counsel in this

1 Action.

2 9. The Court hereby confirms plaintiff Jie Xu as the Class Representative in this Action.

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

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

16 12. The Court further finds and determines that Class Counsel satisfied California Labor
17 Code § 2699(1)(2) by giving the LWDA notice of the proposed Settlement of claims arising under the
18 Private Attorney General Act ("PAGA") on June 21, 2022 and again on November 15, 2022.

19 13. The Court orders Class Counsel to comply with California Labor Code § 2699(1)(3)
20 by providing the LWDA a copy of this order within ten (10) calendar days of the Court's entry of this
21 Order.

22 14. The Court finds and determines that the Individual Settlement Shares to be paid to
23 participating Class Members as provided for by the Settlement are fair and reasonable. The Court
24 hereby gives final approval to and orders the payment of those amounts be made to the participating
25 Settlement Class Members in accordance with the Settlement Agreement.

26 15. The Court finds and determines that payment to the California Labor and Workforce
27 Development Agency, the PAGA Payment, of \$5,000.00, as its share of the settlement of civil
28 penalties in this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and

orders that the payment of that amount be paid in accordance with the Settlement Agreement.

16. The Court finds and determines that the fees and expenses in administering the Settlement incurred by ILYM, Inc., in the amount of \$5,000.00, are fair and reasonable. The Court hereby gives final approval to and orders that the payment of that amount in accordance with the Settlement.

17. The Court finds and determines the Class Representative Service Award in the sum of \$10,000 to the Class Representative is fair and reasonable. The Court hereby orders the Administrator to make this payment to the Class Representative in accordance with the terms of the Settlement Agreement.

18. Pursuant to the terms of the Settlement, and the authorities, evidence and arguments submitted by Class Counsel, the Court hereby awards Class Counsel Attorneys' Fees and Costs in the total sum of \$65,000.00. The Attorneys' Fees and Costs are comprised of two components. First, \$50,000.00 in attorneys' fees which represents thirty-three and one-third percent (33.3%) one-third of the Gross Settlement Fund. Second, an amount up to \$15,000.00 for actually incurred litigation costs as evidenced by Class Counsels' billing records. The Court finds such amounts to be fair and reasonable. The Court hereby orders the Settlement Administrator to make these payments in accordance with the terms of the Settlement Agreement.

19. The Court further orders that the attorneys' fee portion of the awarded Attorneys' Fees and Costs be allocated among Class Counsel in the following percentages:

- a. 50% to JCL; and
- b. 50% to ZLG.

20. The Court further orders that the costs portion of the awarded Attorneys' Fees and Costs be allocated as follows: \$_____ to JCL and \$_____ to ZLG.

21. Without affecting the finality of this order or the entry of judgment in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement.

22. Neither Defendants nor any related persons or entities shall have any further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as

provided for by the Settlement Agreement.

23. Neither the making of the Settlement Agreement nor the entry into the Settlement Agreement constitutes an admission by Defendants, nor is this Order a finding of the validity of any claims in the Action or of any other wrongdoing. Further, the Settlement Agreement is not a concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement be construed as an admission or concession by or against Defendants or any related person or entity.

24. Nothing in this order shall preclude any action to enforce the Parties' obligations under the Settlement or under this order, including the requirement that Defendants make payments to the participating Settlement Class Members in accordance with the Settlement, and including use of the Settlement, Judgment, or Order as a bar or affirmative defense, in whole or in part, to any future or other claims.

25. Upon completion of administration of the Settlement, the Settlement Administrator will provide written certification of such completion to the Court and counsel for the Parties which shall be filed with the Court five (5) court days before the non-appearance compliance hearing set for _____, 2023 at _____ a.m., in Dept. S-26.

26. The Court hereby enters final judgment in accordance with the terms of the Settlement Agreement, the Order Granting Preliminary Approval of Class and PAGA Action Settlement granted on July 15, 2022, and this order.

27. The Parties will bear their own costs and attorneys' fees except as otherwise provided by this Court's Order awarding Class Counsels' Attorneys' Fees and Costs.

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28. Accordingly, the motions for Final Approval of Class and PAGA Action Settlement and, Class Counsels' Attorneys' Fees and Costs, and Class Representative Service Award are GRANTED and the corresponding Judgment filed with the motion shall be ENTERED.

IT IS SO ORDERED.

Date: _____, 2022

JUDGE OF THE SUPERIOR COURT