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VENTURA SUPERIOR COURT

07/23/24

John G. Yslas (SBN 187324)
jyslas@wilshirelawfirm.com
Jeffrey C. Bills (SBN 301629)
jbills@wilshirelawfirm.com
Aram Boyadjian (SBN 334009)
aboyadjian@wilshirelawfirm.com
Andrew Sandoval (SBN 346996)
andrew.sandoval@wilshirelawfirm.com

WILSHIRE LAW FIRM

3055 Wilshire Blvd., 12th Floor
Los Angeles, California 90010
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

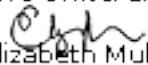
Attorneys for Plaintiff

VENTURA SUPERIOR COURT

FILED

08/01/2024

Brenda L. McCormick
Executive Officer and Clerk


Elizabeth Muller

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF VENTURA

JESSICA BRONSAL, individually, on behalf of
all others similarly situated, and on behalf of the
State of California and other aggrieved persons

Plaintiff,

v.

PTI TECHNOLOGIES, INC., a Delaware
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 56-2022-00570361-CU-OE-VTA

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to Hon. Henry
Walsh, Dept. 42]

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed with concurrently with Notice of
Motion and Motion, Memorandum of Points
and Authorities, Declaration of John G. Yslas,
Declaration of the Administrator, Proposed
Order, and Proof of Service]*

FINAL APPROVAL HEARING

Date: July 15, 2024
Time: 8:20 AM
Dept: 42

1 On July 15, 2024, this Court issued an Order Granting Preliminary Approval of Class
2 Action Settlement. Plaintiff Jessica Bronsal (“Plaintiff”) now seeks an order granting final
3 approval of the Amended Stipulation of Settlement (“Settlement”), attached to the Declaration
4 of John G. Yslas in Support of Plaintiff’s Motion for Final Approval of Class Action Settlement
5 as **Exhibit 1**.

6 Due and adequate notice having been given to the Class, and the Court having reviewed
7 and considered the Settlement, Plaintiff’s Notice of Motion and Motion for Final Approval of
8 Class Action Settlement, the supporting declarations and exhibits thereto, all papers filed and
9 proceedings had herein, and the absence of any written objections received regarding the
10 proposed settlement, and having reviewed the record in this action, and good cause appearing
11 therefor,

12 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
14 Settlement filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
16 Settlement Class Members, and Defendant PTI Technologies, Inc. (“Defendant”).

17 3. The Court finds on a preliminary basis that the Settlement Agreement appears to
18 be fair, adequate, and reasonable and therefore meets the requirements for final approval. The
19 Court grants final approval of the Settlement and the Settlement Class based upon the terms set
20 forth in the Settlement Agreement between Plaintiff and Defendants, attached to the Declaration
21 of John G. Yslas in Support of Plaintiff’s Motion for Final Approval of Class Action Settlement
22 as **Exhibit 1**

23 4. The Court finds that the Settlement appears to have been made and entered into in
24 good faith and hereby approves the settlement subject to the limitations on the requested fees and
25 enhancements as set forth below.

26 5. Plaintiff and all Settlement Class Members (“Participating Class Members”) shall
27 have, by operation of this Final Order and Judgment, fully, finally, and forever released,
28 relinquished, and discharged Defendant from all Released Claims as defined in the Settlement.

1 6. The Released Class Claims means all claims, demands, rights, liabilities and causes
2 of action against the Released Parties and any of them, for relief and penalties, that accrued during
3 the Class Period, and as a result of Class Members' employment by Defendant in California, that
4 arise under any state or local law or state administrative order that was pled based on the facts
5 alleged in the Operative Complaint, including claims of failure to pay for all hours worked
6 (including minimum, straight time, and overtime wages), failure to provide meal periods, failure
7 to authorize and permit rest periods, failure to timely pay final wages at termination, failure to
8 furnish accurate itemized wage statements, failure to indemnify employees for expenditures, and
9 all damages, interest, penalties, attorneys' fees, costs, and other amounts recoverable under said
10 causes of action under California law, to the extent permissible, including, but not limited to, the
11 California Labor Code and the applicable Wage Orders, including, without limitation, all related
12 claims for restitution and other equitable relief arising from California Business and Professions
13 Code §§ 17200, *et seq.*, interest on unpaid wages, unpaid wages, attorneys' fees or litigation costs,
14 and any other related claims and/or penalties.

15 7. The Released PAGA Claims means all claims for PAGA penalties that were alleged,
16 or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative
17 Complaint, and the PAGA Notice.

18 8. The Released Parties means means PTI and its affiliates, parents, (including, but not
19 limited to, ESCO Technologies Inc., a Missouri corporation) and each of their company-sponsored
20 employee benefit plans, and their respective successors and predecessors in interest, all of their
21 respective officers, directors, employees, administrators, fiduciaries, trustees and agents, and each
22 of their past, present and future officers, directors, shareholders, employees, agents, principals,
23 heirs, representatives, attorneys, accountants, auditors, consultants, insurers, and reinsurers.

24 9. As of the Effective Final Settlement Date, all members of the Settlement Class,
25 except those that make a valid and timely request to be excluded from the Settlement Class and
26 Settlement, waive, release, discharge, and promise never to assert in any forum or otherwise make
27 a claim against any of the Released Parties for any of the Released Claims arising during the
28 Settlement Period.

1 10. Legal Aid at Work is approved as the cy pres recipient for uncashed checks.

2 11. The Parties shall bear their own respective attorneys' fees and costs, except as
3 otherwise provided for in the Settlement and approved by the Court.

4 12. Solely for purposes of effectuating the settlement, the Court certified the
5 following Class: "[A]ll persons employed by PTI in California and classified as an hourly-paid
6 or non-exempt employee who worked for PTI during the Class Period."

7 13. The Settlement Period means the period from March 27, 2018 through October 1,
8 2023.

9 14. No Class Members have objected to the terms of the Settlement.

10 15. The Notice provided to the Class conforms with the requirements of California
11 Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
12 by providing individual notice to all Class Members who could be identified through reasonable
13 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
14 therein to the Class Members. The Notice fully satisfies the requirements of due process.

15 16. The Court finds the Settlement Amount, the Net Settlement Amount, and the
16 methodology used to calculate and pay each Participating Class Member's Net Settlement Payment
17 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement
18 Payments to the Participating Class Members in accordance with the terms of the Joint Stipulation.

19 17. Defendant shall pay a total of \$750,000 to resolve this litigation.

20 18. From the Settlement Amount, \$37,500 shall be paid to the California Labor and
21 Workforce Development Agency, representing 75% of the penalties awarded under the terms of
22 the Joint Stipulation and Amendment pursuant to the Labor Code Private Attorneys General Act
23 of 2004, California Labor Code sections 2698 *et seq.*

24 19. From the Settlement Amount, \$10,000 shall be paid to the named Plaintiff for her
25 service as a class representative and for her agreement to release claims.

26 20. From the Settlement Amount, \$8,750 shall be paid to the Settlement Administrator,
27 ILYM Group, Inc.

1 21. The Court hereby confirms John G. Yslas, Jeffrey C. Bils, Aram Boyadjian, and
2 Andrew Sandoval of Wilshire Law Firm, PLC as Class Counsel.

3 22. From the Settlement Amount, Class Counsel is awarded \$249,975 for their
4 reasonable attorneys' fees and \$12,500 for their reasonable costs incurred in the Action. The fees
5 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that
6 the fees are reasonable in light of the benefit provided to the Class.

7 23. Notice of entry of this Final Approval Order and Judgment shall be given to Class
8 Members by posting a copy of the Final Approval Order and the Judgment on ILYM's website for
9 a period of at least sixty (60) calendar days after the date of entry of this Final Approval Order and
10 Judgment.

11 24. Without affecting the finality of this Order in any way, this Court retains continuing
12 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with
13 respect to all Parties to this action, and their counsel of record.

14 25. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted
15 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

16 **IT IS SO ORDERED.**

17 DATE: **07/29/2024**



Hon. Henry Walsh
Ventura County Superior Court