

FILED
SUPERIOR COURT
COUNTY OF LAKE

FEB 27 2025

BY Krista D. LeVier
Deputy Clerk

1 **LIDMAN LAW, APC**
2 Scott M. Lidman (SBN 199433)
3 slidman@lidmanlaw.com
4 Milan Moore (SBN 308095)
5 mmoore@lidmanlaw.com
6 2155 Campus Drive, Suite 150
7 El Segundo, California 90245
8 Tel: (424) 322-4772
9 Fax: (424) 322-4775

Attorneys for Plaintiff
WILLIAM COLEMAN

7 **HAINES LAW GROUP, APC**
8 Paul K. Haines (SBN 248226)
9 phaines@haineslawgroup.com
10 2155 Campus Drive, Suite 180
11 El Segundo, California 90245
12 Tel: (424) 292-2350
13 Fax: (424) 292-2355

Attorneys for Plaintiff
WILLIAM COLEMAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LAKE

15 WILLIAM COLEMAN, as an individual and
16 on behalf of all others similarly situated,
17 Plaintiff,

vs.

18 PROENERGY CRAFTS, INC., a Missouri
19 corporation; EVAPTECH, INC., a Maryland
20 corporation; and DOES 1 through 100,
21 inclusive,

Defendants.

Case No.: CV423136

[Assigned for all purposes to the Hon. Michael
S. Lunas, Dept. 1]

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE AWARD,
AND ATTORNEYS' FEES AND COSTS**

Date: February 24, 2025
Time: 9:00 a.m.
Dept.: 1

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE AWARD, AND ATTORNEYS' FEES AND COSTS**

1 This matter came on regularly for hearing before this Court on February 24, 2025, pursuant to
2 California Rule of Court 3.769 and this Court's September 26, 2024 Order Granting Preliminary
3 Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the parties'
4 Stipulation of Class Action and PAGA Settlement (herein "Settlement")¹ and the documents and
5 evidence presented in support thereof, and recognizing the disputed factual and legal issues involved in
6 this case, the risks of further prosecution and the substantial benefits to be received by the Settlement
7 Class pursuant to the Settlement, the Court hereby makes a final ruling that the proposed Settlement is
8 fair, reasonable, and adequate, and is the product of good faith, arm's-length negotiations between the
9 parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Final
10 Approval of Class Action Settlement and ORDERS as follows:

11 1. The conditional class certification contained in the Preliminary Approval Order is hereby
12 made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class defined
13 as:

14 All persons who worked for EvapTech through ProEnergy Crafts, Inc. and/or
15 American Professional Staffing Solutions, LLC as non-exempt, hourly paid
employees in California at any time during the Class Period.

16 2. For purposes of this Settlement Agreement, the "Class Period" shall be the period from
17 September 16, 2018 through September 26, 2024.

18 3. For purposes of this Settlement, Aggrieved Employees are all persons who worked for
19 EvapTech through ProEnergy Crafts, Inc. and/or American Professional Staffing Solutions, LLC as non-
20 exempt, hourly paid employees in California at any time during the PAGA Period. The PAGA Period
21 shall be the period from September 16, 2021 through September 26, 2024.

22 4. Plaintiff William Coleman is hereby confirmed as Class Representative, and Scott M.
23 Lidman and Milan Moore of Lidman Law, APC and Paul K. Haines of Haines Law Group, APC are
24 hereby confirmed as Class Counsel.

25 5. Notice was provided to the Settlement Class as set forth in the Settlement. The form and
26 manner of notice were approved by the Court on September 26, 2024, and the notice process has been

27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to
28 them in the Settlement.

1 completed in conformity with the Court's Order. The Court finds that said notice was the best notice
2 practicable under the circumstances. The Notice Packet (which consists of the Court Approved Notice
3 of Class Action Settlement and Hearing Date for Final Court Approval) provided due and adequate
4 notice of the proceedings and matters set forth therein, informed Settlement Class members of their
5 rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California
6 Rules of Court 3.769 and 3.766(d) and (e), and due process.

7 6. The Court finds that no Settlement Class member objected to the Settlement, no class
8 members have opted out of the Settlement, and that the 100% participation rate in the Settlement
9 supports final approval.

10 7. The Court hereby approves the settlement as set forth in the Settlement Agreement,
11 including the Gross Settlement Amount and the requested deductions from the Gross Settlement
12 Amount, as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
13 according to its terms.

14 8. For purposes of settlement only, the Court finds that (a) the members of the Settlement
15 Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are
16 questions of law or fact common to the Settlement Class, and there is a well-defined community of
17 interest among members of the Settlement Class with respect to the subject matter of the litigation; (c)
18 the claims of the Class Representative are typical of the claims of the members of the Settlement Class;
19 (d) the Class Representative has fairly and adequately protected the interests of the Settlement Class
20 members; (e) a class action is superior to other available methods for an efficient adjudication of this
21 controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative and the
22 Settlement Class.

23 9. The Court finds that given the absence of objections to the Settlement, and objections
24 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

25 10. The Court orders that Defendants deposit the Gross Settlement Amount of \$380,000.00
26 with Phoenix Settlement Administrator, the Settlement Administrator, as provided for in the Settlement.
27 Specifically, Defendants shall fund the Gross Settlement Amount and the corresponding amounts
28

1 necessary to pay the payroll taxes on the Wage Portion of the Individual Class Payments as determined
2 by the Administrator within 30 calendar days of the Effective Date. "Effective Date" means the date by
3 when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final
4 Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the
5 following occurrences: (a) if no Participating Class Members object to the Settlement, the day the Court
6 enters Judgment; (b) if one or more Participating Class Members object to the Settlement, the day after
7 the deadline for filing a notice of appeal from the Judgment; or, (c) if a timely appeal from the Judgment
8 is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

9 11. Any funds payable to Settlement Class members whose checks were not cashed within
10 180 days after mailing will escheat to the California Secretary of State- Unclaimed Property Fund under
11 the unclaimed property laws in the name of the Settlement Class member. Any uncashed funds from the
12 PAGA Amount shall be handled in the same manner.

13 12. The Court finds that the settlement payments, as provided for in the Settlement, are fair,
14 reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments
15 in conformity with the terms of the Settlement.

16 13. The Court finds that an incentive payment in the amount of \$7,500.00 for Plaintiff
17 William Coleman is appropriate for his risks undertaken and service to the Settlement Class. The Court
18 finds that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make
19 this payment from the Gross Settlement Amount and in conformity with the terms of the Settlement.

20 14. The Court finds that attorneys' fees in the amount of \$126,666.66 and litigation costs of
21 \$22,907.79 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement
22 Administrator distribute these payments to Class Counsel from the Gross Settlement Amount and in
23 conformity with the terms of the Settlement.

24 15. The Court orders that the Settlement Administrator shall be paid \$10,000.00 from the
25 Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and
26 finds that sum appropriate.

1 16. The Court finds that the \$20,000 allocated to PAGA penalties and the payments to the
2 California Labor & Workforce Development Agency ("LWDA") in the amount of \$15,000.00 (75%)
3 and to the Aggrieved Employees in the amount of \$5,000.00 (25%) for their respective shares of the
4 settlement of Plaintiff's representative action under the California Labor Code Private Attorneys General
5 Act ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
6 these payment to the LWDA and Aggrieved Employees from the Gross Settlement Amount and in
7 conformity with the terms of the Settlement.

8 17. For purposes of calculating applicable taxes and withholdings, each class Settlement
9 Award shall be allocated as follows: 20% as wages; and 80% as penalties and interest. Each payment to
10 Aggrieved Employees shall be allocated as 100% penalties.

11 18. The Court finds and determines that upon satisfaction of all obligations under the
12 Settlement and this Order, all Settlement Class Members and Aggrieved Employees, will be bound by
13 the Settlement, will have released the Released Class Claims and Released PAGA Claims as set forth in
14 the Settlement, and will be permanently barred from prosecuting against Defendants for any of the
15 Released Class Claims and Released PAGA Claims pursuant to the Settlement.

16 19. The Settlement is not an admission by Defendants nor is this Order a finding of the
17 validity of any allegations or of any wrongdoing by Defendants. Neither this Order, the Settlement, nor
18 any document referred to herein, nor any action taken to carry out the Settlement, shall be construed or
19 deemed an admission of liability, culpability, or wrongdoing on the part of Defendants.

20 20. The Court will retain jurisdiction to enforce the Settlement, this Final Approval Order,
21 and the Judgment entered in connection with the Settlement.

22 21. The Settlement Administrator shall file a declaration regarding the disbursement of
23 Settlement funds on or before November 28, 2025.

24 **IT IS SO ORDERED.**

25
26 Dated: 2-27, 2025


Honorable Michael S. Lunas
Judge of the Superior Court

PROOF OF SERVICE

I am a citizen of the United States and a resident of the County of Lake. I am over the age of 18 years and not a party to, or interested in, the within entitled action. My business address is 255 North Forbes Street, Lakeport, CA 95453.

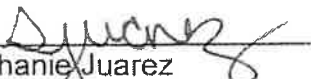
On *March 5, 2025*, I served a true and correct copy of the attached document by placing such envelope(s) with postage thereon fully prepaid in the designated area for outgoing mail in accordance with this office's practice, whereby the mail is deposited in a U.S. mailbox in the city of Lakeport, California 95453.

Tiara Gose-Hardy
2155 Campus Drive, Suite 150
El Segundo, CA 90245
Counsel for Plaintiffs

David G. Litman
5260 North Palm Avenue, Suite 400
Fresno, CA 93704
Counsel for Defendant-Coleman

Nicole Roysdon
402 Broadway, Suite 1600
San Diego, CA 92101
Counsel for Defendant-Proenergy

DATED: March 5, 2025


Stephanie Juarez
Confidential Judicial Assistant