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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ANN ESPINOZA and DIANA FONTANA,
individually, and on behalf of all others similarly
situated,

Plaintiffs,

v.

CICON ENGINEERING, INC., a corporation,
and DOES 1 through 10, inclusive,

Defendants.

Case No.: 21STCV39385

CLASS ACTION

*[Assigned for all purposes to Judge Maren
Nelson, Dept. 17]*

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

*[Filed concurrently with: Plaintiffs' Notice of
Motion and Motion for Final Approval of
Class Action Settlement, Memorandum of
Points and Authorities; Declaration of Justin F.
Marquez, Ann Espinoza, Diana Fontana, and
William Argueta (Settlement Administrator) in
Support of Motion.*

FINAL APPROVAL HEARING

Date: October 7, 2023

Time: 9:00 a.m.

Dept: 17

Complaint filed: October 26, 2021
SAC filed: November 1, 2022

1 The Court has before it Plaintiffs Ann Espinoza and Diana Fontana's ("Plaintiffs")
2 Motion for Final Approval of Class Action Settlement and after review and consideration of the
3 Parties' fully-executed Class Action and PAGA Settlement Agreement and Class Notice
4 (collectively, the "Settlement" or "Settlement Agreement") and the papers in support of the
5 Final Approval Motion, due and adequate notice having been given to the Class, and the Court
6 having reviewed and considered the Settlement, all papers filed, the record, proceedings in the
7 above-entitled action ("Litigation" or "Action"), and all oral and written comments received
8 regarding the Settlement, and good cause appearing therefor,

9 IT IS HEREBY ORDERED, ADJUDGED AND DECREED that:

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

12 2. The Settlement falls within the range of reasonableness of a settlement which
13 could ultimately be given final approval by this Court. The Court notes that Defendant has
14 agreed to create a common fund of \$750,000 to cover: (a) settlement payments to the class
15 members who do not validly opt out; (b) a \$30,000.00 payment for the settlement of claims for
16 penalties under the Private Attorneys General Act ("PAGA"), with 75% of which (\$22,500.00)
17 being paid to the State of California, Labor & Workforce Development Agency ("LWDA") and
18 25% (\$7,500.00) being paid to the Participating PAGA Members; (c) the Class Representative
19 service payment of up to \$10,000.00 for each Plaintiff; (d) Class Counsel's attorneys' fees, not
20 to exceed 33 1/3% of the Gross Settlement Amount (\$250,000.00), and \$18,707.64 in costs for
21 actual litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs
22 of \$10,250.00.

23 3. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the
24 Settlement Class Members, and Defendant Cicon Engineering, Inc. ("Defendant").

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

28 5. Plaintiffs and all Participating Class Members shall have, by operation of this

1 Final Order and Judgment, fully, finally, and forever released, relinquished, and discharged
2 Defendant and the Released Parties from all released claims as set forth in the Settlement.

3 6. Plaintiffs, the State of California, and all Participating PAGA Members shall
4 have, by operation of this Final Order and Judgment, fully, finally, and forever released,
5 relinquished, and discharged Defendant and the Released Parties from all released PAGA claims
6 as set forth in the Settlement.

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

9 8. Solely for purposes of effectuating the settlement, the Court finally certified the
10 following Class: "all persons employed by Cicon Engineering, Inc. in California and classified
11 as an hourly-paid, non-exempt employee during the Class Period."

12 9. The Class Period "means the period that starts on May 1, 2017 and shall end on
13 on November 7, 2022."

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

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

21 12. The Court finds the Settlement Amount, the Net Settlement Amount and the
22 methodology used to calculate and pay the Net Settlement Payments to each Participating Class
23 Member are fair and reasonable and authorizes the Settlement Administrator to pay the Net
24 Settlement Payments to the Participating Class Members in accordance with the terms of the
25 Stipulation.

26 13. The Court approves the Settlement and finds that it is fair, reasonable, and
27 adequate, and worthy of final approval.

28 14. The Court also finds the PAGA Settlement is fair and reasonable, and that

1 Plaintiffs provided notice of the proposed Settlement to the Labor and Workforce Development
2 Agency (LWDA) and will fully and adequately comply with the notice requirements of
3 California Labor Code section 2699(1). The Court hereby approves the PAGA Settlement.

4 15. Defendant shall pay the total of \$750,000.00 to resolve this litigation. Defendant
5 shall deposit this amount and employer taxes into an account established by the Settlement
6 Administrator. Thereafter, compensation to the Participating Class Members shall be disbursed
7 pursuant to the terms of the Settlement.

8 a. From the Settlement Amount, \$ 22,500.00 shall be paid to the California Labor
9 and Workforce Development Agency, representing 75% of the penalties awarded
10 under the terms of the Settlement Agreement pursuant to the Labor Code Private
11 Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* The
12 remaining \$7,500.00, representing 25% of the total amount allocated for PAGA
13 penalties, shall be paid to the PAGA Employees.

14 b. From the Settlement Amount, \$10,000.00 shall be paid to each named Plaintiff,
15 Ann Espinoza and Diana Fontana, for their service as class representatives and for
16 his agreement to release claims.

17 c. From the Settlement Amount, \$10,250.00 shall be paid to the Settlement
18 Administrator, CPT Group, Inc.

19 16. The Court hereby confirms Justin F. Marquez, Christina M. Le, and Arsiné
20 Grigoryan of Wilshire Law Firm, PLC as Class Counsel.

21 17. From the Settlement Amount, Class Counsel is awarded \$250,000.00 for their
22 reasonable attorneys' fees and \$ 18,707.64 for their reasonable costs incurred in the Action. The
23 fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court
24 finds that the fees are reasonable in light of the benefit provided to the Class.

25 18. Notice of entry of this Final Approval Order and Judgment shall be given to Class
26 Members by posting a copy of the Final Approval Order and Judgment on CPT Group, Inc.'s
27 website for a period of at least sixty (60) calendar days after the date of entry of this Final
28 Approval Order and Judgment.

1 19. Without affecting the finality of this Final Judgment in any way, this Court retains
2 continuing jurisdiction over the implementation, interpretation, and enforcement of the
3 Settlement with respect to all Parties to this action, and their counsel of record.

4 20. Plaintiffs' Motion for Final Approval of Class Action Settlement is hereby
5 granted and the Court directs that judgment shall be entered in accordance with the terms of this
6 Order.

7 **IT IS SO ORDERED.**

8
9
10 DATE:

Hon. Maren Nelson
Los Angeles County Superior Court

PROOF OF SERVICE

Espinoza, et al. v. Cicon Engineering, Inc., et al.
21STCV39385

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Sandy S. Sespene, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is ssespene@wilshirelawfirm.com.

On **September 7, 2023**, I served the foregoing **[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Eric C. Schwettmann, Esq. (SBN 188784)
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Matthew B. Golper, Esq. (SBN 275979)
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Olga G. Pena, Esq. (SBN 307927)
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Telephone: (818) 508-3700
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Attorneys for Defendant, Cicon Engineering, Inc.

(X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE**.

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on September 7, 2023, at Los Angeles, California.



Sandy S. Sespene