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Attorneys for Plaintiff Peter Oun  
 and Proposed Class Counsel

**FILED**  
 Superior Court of California  
 County of Los Angeles

**JUN 28 2024**

David W. Slayton, Executive Officer/Clerk of Court  
 By: K. Caudill, Deputy

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

PETER OUN, on behalf of himself and all  
 "aggrieved employees" pursuant to Labor  
 Code § 2698 *et seq.*,

Plaintiffs,

v.

DUNCAN INDUSTRIES, INC., a  
 California corporation, and DOES 1  
 through 10, inclusive,

Defendants.

CASE NO: 23NWCV00280

*Assigned to the Hon. Lee W. Tsao, Department C*

**CLASS ACTION**

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

**Date: June 26, 2024**

**Time: 9:30 a.m.**

**Dept.: C**

*Complaint Filed: January 26, 2023*

Plaintiff's Motion for an Order Granting Final Approval of Class Action Settlement came before this Court on June 26, 2024. The above-captioned Action is a class action lawsuit brought by Plaintiff Peter Oun ("Plaintiff") against Defendant Duncan Industries, Inc. ("Defendant") (collectively, the "Parties").

Plaintiff's First Amended Complaint alleges, on behalf of a class of Defendant's current and former non-exempt employees employed in the period April 19, 2019 to August 31, 2023, that Defendant failed to pay all wages due, including overtime wages and improper calculation of

1 wages, in violation of Labor Code sections 226.7, 246, 510, 512, 1194, and 1194.2; failed to provide  
2 meal and rest periods or compensation in lieu thereof, in violation of Labor Code sections 226.7  
3 and 512, and IWC Wage Order 4-2001; failed to pay wages due timely upon separation of  
4 employment in violation of Labor Code sections 201 to 203; failed to comply with itemized wage  
5 statement provisions in violation of Labor Code section 226; for violations of Bus. & Prof. Code  
6 section 17200, and for penalties pursuant to Labor Code section 2699 for violations of Labor Code  
7 sections 201, 202, 203, 226, 226.3, 226.7, 246, 510, 512, 558, and 1194. Defendant denies any and  
8 all alleged wrongdoing and denies any liability to Plaintiff or to members of the Class and  
9 Aggrieved Employees. Defendant contends that that it has complied at all times with California  
10 law, including the California Labor Code, the Industrial Commission Wage Orders, and the  
11 California Business and Professions Code.

12 On March 13, 2024, this Court entered an Order Granting Preliminary Approval of  
13 Settlement, resulting in certification of the following provisional Settlement Class: all current and  
14 former employees of Defendant who were employed in California as a non-exempt employee  
15 during the Class Period of April 19, 2019 to August 31, 2023. The Aggrieved Employees are  
16 defined as all current and former employees of Defendant who were employed in California as a  
17 non-exempt employee during the PAGA Period of November 17, 2021 to August 31, 2023.

18 The Preliminary Approval Order further directed the Parties to provide Notice to the Class,  
19 which informed absent Class Members of: (a) the proposed Settlement, and the Settlement's key  
20 terms; (b) the date, time and location of the Final Approval Hearing; (c) the right of any Class  
21 Member to object to the proposed Settlement, and an explanation of the procedures to exercise that  
22 right; (d) the right of any Class Member to exclude themselves from the proposed Settlement, and  
23 an explanation of the procedures to exercise that right; and (e) an explanation of the procedures for  
24 Class Members to participate in the proposed settlement.

25 The Court, upon Notice having been given as required in the Preliminary Approval Order,  
26 and having considered the Settlement Agreement and Release of Claims (the "Settlement"), as well  
27 as all papers filed, hereby **ORDERS, ADJUDGES AND DECREES AS FOLLOWS:**  
28

1           1.       This Court has jurisdiction over the subject matter of the Action and over all Parties  
2 to the Action, including all members of the Settlement Class and all Aggrieved Employees.

3           2.       The Court finds that the Settlement Class is properly certified for settlement  
4 purposes only.

5           3.       The Notice provided to the Settlement Class conforms with the requirements of  
6 California Code of Civil Procedure section 382, California Civil Code section 1781, California  
7 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other  
8 applicable law, and constitutes the best notice practicable under the circumstances, by providing  
9 individual notice to all Class Members who could be identified through reasonable effort, and by  
10 providing due and adequate notice of the proceedings and of the matters set forth therein to the  
11 Class Members. The notice fully satisfied the requirements of due process.

12           4.       The Court finds the settlement was entered into in good faith, that the Settlement is  
13 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable  
14 requirements for final approval of this class action settlement under California law, including the  
15 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule  
16 3.769.

17           5.       The Court approves the Gross Settlement Amount of Three Hundred Thousand  
18 Dollars (\$300,000) which shall be paid by Defendant to the Settlement Administrator in two  
19 tranches as follows:

20                   (a) One Hundred Fifty Thousand Dollars (\$150,000) by not later than thirty (30)  
21 days after the Effective Date; and

22                   (b) One Hundred Fifty Thousand Dollars (\$150,000 by not later than 180 days after  
23 the Effective Date.

24           All sums awarded and to be paid under the Settlement Agreement shall be paid from the  
25 Gross Settlement Amount, except for employer payroll taxes due on payments made to the Class  
26 Members.

27           6.       Zero (0) Class Members have objected to the terms of the Settlement.  
28

1           7.       Zero (0) Class Members have requested exclusion from the Settlement.

2           8.       Upon entry of this Order, compensation to the Class Members and all Aggrieved  
3 Employees shall be effected pursuant to the terms of the Settlement.

4           9.       In addition to any recovery that Plaintiff may receive from the Net Settlement  
5 Proceeds, and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court  
6 hereby approves the payment of an Incentive Award and General Release Payment to the Class  
7 Representative Peter Oun in the gross amount of Ten Thousand Dollars (\$10,000). This shall be  
8 paid from the Gross Settlement Amount.

9           10.      The Court approves the payment of attorneys' fees to Class Counsel in the sum of  
10 One Hundred Five Thousand Dollars (\$105,000) and the reimbursement of litigation expenses in  
11 the sum of Twelve Thousand Eight Hundred Thirty-Five Dollars and Fifty-Five Cents  
12 (\$12,835.55). This shall be paid from the Gross Settlement Amount.

13           11.      The Court approves and orders payment in the amount of Five Thousand Nine  
14 Hundred Fifty Dollars (\$5,950) to Phoenix Class Action Administration Solutions for performance  
15 of its settlement administration services. This shall be paid from the Gross Settlement Amount.

16           12.      The Court approves and orders payment in the amount of Fifteen Thousand Dollars  
17 (\$15,000) to the California Labor and Workforce Development Agency for its 75% share of PAGA  
18 penalties, and Five Thousand Dollars (\$5,000) to the Aggrieved Employees as part of the Net  
19 Settlement Proceeds. This shall be paid from the Gross Settlement Amount.

20           13.      Upon the entry of this Order and Judgment, Plaintiff and all Class Members who are  
21 not excluded from the class settlement shall be bound by the releases of claims as set forth in the  
22 Settlement. Plaintiff and all Aggrieved Employees shall be bound by the release of PAGA claims  
23 as set forth in the Settlement.

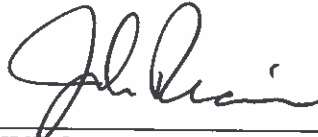
24           14.      This "Judgment" is intended to be a final disposition of the above captioned action  
25 in its entirety, and is intended to be immediately appealable.

26           15.      This Court shall retain jurisdiction with respect to all matters related to the  
27 administration and consummation of the Settlement, and any and all claims asserted in, arising out  
28

1 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to  
2 the settlement and the determination of all controversies relating thereto.

3 **IT IS SO ORDERED.**

4  
5 Dated: 6/28/24



JUDGE OF THE SUPERIOR COURT

JUDGE JULIAN C. RECANA