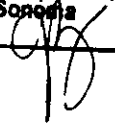


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FILED

FEB 20 2025

Clerk of the Superior Court of California
County of Sonoma
By  Deputy Clerk

14 Attorneys for Plaintiff CHRISTOPHER ATKINS,
15 on behalf of himself and others similarly situated

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
17 **FOR THE COUNTY OF SONOMA**

18 CHRISTOPER ATKINS, on behalf of himself
19 and others similarly situated,

20 Plaintiff,

21 vs.

22 LIFE WIRELESS HOLDINGS, LLC;
23 TELRITE CORPORATION dba LIFE
24 WIRELESS HOLDINGS, LLC; and DOES 1 to
25 100, inclusive,

26 Defendants.

Case No.: SCV-272032

CLASS ACTION

*[Assigned for all purposes to the Hon. Patrick
Broderick, Courtroom 16]*

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

Hearing Information:

Date: January 29, 2025

Time: 3:00 p.m.

Courtroom: 16

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

1 Plaintiff Christopher Atkins' ("Plaintiff") Motion for Final Approval of Class Action
2 Settlement and Motion for Award of Attorneys' Fees and Costs by and between Plaintiff and
3 Defendants Life Wireless Holdings, LLC, and Telrite Corporation dba Life Wireless Holdings, LLC
4 (collectively, "Defendants") came before this Court on January 29, 2025, at 3:00 p.m. in Courtroom
5 16 of Sonoma County Superior Court located at 3035 Cleveland Avenue, Suite 200, Santa Rosa, CA
6 95403. Having received and considered the Class Action and PAGA Settlement Agreement and Class
7 Notice, attached as **Exhibit 1** to the Declaration of Alexander J. Aroeste in Support of Plaintiff's
8 Motion for Final Approval of Class Action Settlement and Motion for Award of Attorneys' Fees and
9 Costs filed on January 6, 2025, (together, the "Settlement" or "Settlement Agreement"), Plaintiff's
10 Motion for Final Approval of Class Action Settlement and Motion for Award of Attorneys' Fees and
11 Costs, the supporting papers filed by the Parties, the declaration of Emilio Cofinco on behalf of CPT
12 Group, Inc., and the evidence and argument received by the Court in conjunction with the Motion for
13 Preliminary Approval of Class Action Settlement and Documents thereto, the Court grants final
14 approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
15 DETERMINATION:

16 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
17 including all members of the settlement class.

18 2. The Court finds that the Class (defined below) is properly certified as a class for
19 settlement purposes only:

20 All non-exempt, hourly employees who are or previously were employed
21 by Defendants and performed work in California during the Class Period.
22 The "Class Period" means the period from March 1, 2021, to December
23 31, 2023.

24 3. The Court appoints Plaintiff Christopher Atkins as Class Representative for settlement
25 purposes only.

26 4. The Court appoints Joseph Lavi, Esq. and Vincent C. Granberry, Esq. of Lavi &
27 Ebrahimian, LLP as Class Counsel for settlement purposes only.

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

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

13 7. The Settlement Agreement is not an admission by Defendants or by any other released
14 party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants
15 or any other released party. Neither this Order, the Settlement, nor any document referred to herein,
16 nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission
17 of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants or
18 any of the other released parties.

19 8. No Class Members have objected to the terms of the Settlement.

20 9. No Class Members have requested exclusion from the Settlement.

21 10. Within fourteen (14) days following the Effective Date, Defendant shall provide the
22 Gross Settlement Amount (with the escalator clause applied) of Two Hundred Eighty-Two Thousand
23 Seventy-Four Dollars and Thirty-Four Cents (\$282,074.34) and an amount sufficient to pay
24 employer's share of payroll taxes with respect to the wages portion of the Individual Class Payments
25 to the Settlement Administrator. Within fourteen (14) days after Defendant fully funds the Settlement,
26 the Settlement Administrator will pay (a) Individual Class Payments to Participating Class Members;
27 (b) Individual PAGA Payments to Aggrieved Employees; (c) Court-approved Class Counsel Fees
28

1 Payment and Class Counsel Litigation Expenses Payment to Class Counsel; (d) Court-approved
2 payment to the LWDA; (e) Court-approved Class Representative Service Payment to Plaintiff; and
3 (f) Court-approved Administration Expenses Payment to itself. The envelope transmitting a
4 settlement distribution to Class Members shall bear the notation "YOUR CLASS ACTION
5 SETTLEMENT CHECK IS ENCLOSED."

6 11. In the event that an Individual Class Payment and/or Individual PAGA Payment check
7 is returned to the Settlement Administrator as undeliverable and the Settlement Administrator is
8 unable to locate a valid mailing address, if the Participating Class Member whose check was returned
9 is a current employee of Defendant, the Settlement Administrator and Defendant shall arrange to have
10 the check delivered to the Participating Class Member at their place of employment.

11 12. In addition to any recovery that Plaintiff may receive under the Settlement, and in
12 recognition of the Plaintiff's efforts on behalf of the settlement class, the Court hereby approves the
13 payment from the Gross Settlement Amount of a Class Representative Service Payment to Plaintiff
14 in the amount of Nine Thousand Five Hundred Dollars and Zero Cents (\$9,500.00).

15 13. The Court approves the payment from the Gross Settlement Amount of attorneys' fees
16 to Class Counsel in the sum of 33.33% of the gross amount, amounting to Ninety-Four Thousand
17 Twenty-Four Dollars and Seventy-Eight Cents (\$94,024.78), as well as the reimbursement of
18 litigation expenses in the sum of Fifteen Thousand Dollars and Zero Cents (\$15,000.00). Both are
19 reasonable amounts. The reasonableness of the fee award is determined based on a reasonable
20 percentage of the common fund obtained for the class. The court also has considered the lodestar
21 amount. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the
22 actual benefit obtained for the class.

23 14. The Court approves and orders payment from the Gross Settlement Amount in the
24 amount of Ten Thousand Dollars and Zero Cents (\$10,000.00) to CPT Group, Inc. for performance
25 of settlement administration services.

26 15. Participating Class Members will have one hundred eighty (180) calendar days from
27 the date of issuance of the check to cash or otherwise deposit their check. For any check not cashed
28

1 after 180 calendar days, the Settlement Administrator shall cancel the check and remit the funds to
2 the California State Controller's Office for Unclaimed Property. The Settlement Administrator shall
3 inform the Parties regarding the status of any uncashed checks at the conclusion of the 180-calendar
4 day check cashing period, including the amount at issue.

5 16. **Release by Participating Class Members:** As of the Effective Date and the full
6 funding of the Gross Settlement Amount and all employer payroll taxes owed on the wage portion of
7 the Individual Class Payments by Defendants to the Settlement Administrator, all Participating Class
8 Members, on behalf of themselves and their respective former and present representatives, agents,
9 attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that
10 were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the
11 Operative Complaint and ascertained in the course of the Action. Participating Class Members do not
12 release any other claims, including claims for vested benefits, wrongful termination, violation of the
13 Fair Employment and Housing Act, unemployment insurance, disability, social security, workers'
14 compensation, or claims based on facts occurring outside the Class Period.

15 17. **Release by Aggrieved Employees:** As of the Effective Date and the full funding of
16 the Gross Settlement Amount and all employer payroll taxes owed on the wage portion of the
17 payments by Defendants to the Settlement Administrator, all Non-Participating Class Members who
18 are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former
19 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
20 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
21 alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice
22 and ascertained in the course of the Action.

23 18. This Court shall retain jurisdiction with respect to all matters related to the
24 administration and consummation of the settlement, and any and all claims, asserted in, arising out
25 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the
26 settlement and the determination of all controversies relating thereto.

1 19. The Settlement Administrator shall file a final report by AUGUST 1, 2025
2 indicating the disbursements were made pursuant to the settlement.

3 CASE MANAGEMENT CONFERENCE
4 20. A ~~Non Appearance Case Review~~ regarding distribution of the settlement funds is set
for SEPTEMBER 2, 2025 at 3:00 ~~a.m.~~ p.m. in Courtroom 16 of the above-captioned Court.

5 **IT IS SO ORDERED.**

6 Dated: 2/28/2025



Hon. Patrick Broderick
Judge of the Superior Court

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8
9 * see tentative rulings 3 court
10 days prior for appearance
11 status; parties required to
12 file case management
13 statements 15 court days
14 prior with an update to
15 the court. CRC 3.725(a)
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