

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE

RAMON LOPEZ, on behalf of himself and all
others similarly situated,

Plaintiff,

vs.

NEXTGEN AIR CONDITIONING AND
HEATING, LLC, a California Limited
Liability Corporation; and DOES 1 through
100, inclusive,

Defendants.

CASE NO.: 30-2022-01295800-CU-OE-CXC

*Assigned for all purposes to Hon. Layne H.
Melzer, Dept. CX102*

**FIRST AMENDED [~~PROPOSED~~] ORDER
GRANTING PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND SETTLEMENT OF
PAGA CLAIM, ATTORNEYS' FEES,
COSTS, CLASS REPRESENTATIVE
SERVICE AWARD, AND ENTERING OF
FINAL JUDGMENT**

Date: April 10, 2025

Time: 2:00 p.m.

Location: Dept. CX102

Action Filed: December 8, 2022

This matter came on for hearing on April 10, 2025, at 2:00 p.m., in Department CX102 of the above-captioned Court for a Motion for Final Approval of Class Action Settlement and Settlement of PAGA Claim, Attorneys' Fees, Costs, Class Representative Service Award, and Entering of Final Judgment. Having received and considered the Second Amended Joint for Class Action and PAGA Settlement attached as exhibit 1 to the Declaration of John F. Litwin Register of Actions No. 77 and the Addendum to the Second Amended Joint Stipulation for Class Action and PAGA Settlement attached as Exhibit A to the Supplemental Declaration of Jeffrey A. Brand Register of Actions No. 87 (hereinafter the Second Amended Joint Stipulation and the Addendum are collectively referred to as "the Settlement"), the supporting papers filed by the Parties, and the evidence and argument received by the Court in conjunction with the Motion for Preliminary Approval of Class Action Settlement, and the instant Plaintiff's Unopposed Motion for Final

1 Approval of Class Action Settlement and Settlement of PAGA Claim, Attorneys' Fees, Costs, Class
2 Representative Service Award, and Entering of Final Judgment, the Court grants final approval of
3 the Settlement and **HEREBY ORDERS AND MAKES THE FOLLOWING**
4 **DETERMINATIONS:**

5 1. Pursuant to the Preliminary Approval Order, the Class Notice was mailed to all
6 members of the Class by first-class U.S. mail. The Notice informed the Class of the terms of the
7 Class Action and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement"), of their
8 right to receive their proportional Individual Settlement Payment, of their right to request exclusion
9 from the Class and the Settlement, of their right to comment upon or object to the Settlement and to
10 appear in person or by counsel at the final approval hearing and of the date set for the Final
11 Approval hearing. Adequate periods of time were provided by each of these procedures.

12 2. In response to the Notice, no member of the Class has requested exclusion from the
13 settlement, filed written objections to the Settlement, or stated an intention to appear at the final
14 approval hearing.

15 3. The Court finds and determines that this notice procedure afforded adequate
16 protections to Class Members and provides the basis for the Court to make an informed decision
17 regarding approval of the Settlement based on the Class Members' response. The Court finds and
18 determines that the Notice provided in the Action was the best notice practicable, which satisfied
19 the requirements of law and due process.

20 4. The Court further finds and determines that the Gross Settlement Amount of
21 \$1,413,822.00, and all other terms of the Settlement are fair, reasonable, and adequate to the Class
22 and to each Class Member, and each Aggrieved Employee under the Private Attorneys General Act
23 ("PAGA") and that the Settlement is ordered finally approved, and that all terms and provisions of
24 the Settlement Agreement should be and hereby are ordered to be consummated.

25 5. The Court has certified a Class, as that term is defined in and by the terms of the
26 Settlement, and the Court deems this definition sufficient for purposes of California Rule of Court,
27 Rule 3.765(a). For purposes of clarity, "Class" means Plaintiff and all current and former hourly
28 non-exempt employees who worked for Defendant and who do not opt out of the Settlement. For

1 purposes of clarity, “PAGA Group Member” means Plaintiff and all current and former hourly non-
2 exempt employees of Defendant who worked within California at any time during the period from
3 December 9, 2021, through March 8, 2024.

4 6. The Court hereby approves the terms set forth in the Settlement Agreement and finds
5 that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
6 effectuate the Settlement according to its terms. The Court finds that the Settlement was reached as
7 a result of informed and non-collusive arm’s-length negotiations facilitated by a neutral mediator.
8 The Court further finds that the Parties conducted extensive investigation, research, and discovery
9 and that their attorneys were able to reasonably evaluate their respective positions. The Court also
10 finds that Settlement will enable the Parties to avoid additional and potentially substantial litigation
11 costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has
12 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant
13 value accorded to the Class.

14 7. The Court hereby confirms Barkhordarian Law Firm as Class Counsel in this action.

15 8. The Court hereby confirms that Plaintiff Ramon Lopez as the Class Representative
16 in this action.

17 9. The Court finds and determines that the Individual Settlement Payments provided
18 for by the terms of the Settlement to be paid to the Class are fair and reasonable. The Court hereby
19 gives final approval to and orders the payment of those amounts be made to the Participating Class
20 Members of the Class in accordance with the terms of the Settlement.

21 10. The Court finds and determines that payment to the California Labor and Workforce
22 Development Agency of \$105,000.00 as its share of the \$140,000.00 settlement of PAGA Penalties
23 in this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
24 that the payment of PAGA Penalties be paid in accordance with the Settlement.

25 11. The Court finds and determines the Class Representative Award/General Release
26 Payments in the sum of \$10,000.00 to Plaintiff Ramon Lopez is fair and reasonable. The Court
27 hereby orders the Administrator to make this payment to the Plaintiff/Class Representative in
28 accordance with the terms of the Settlement Agreement.

1 12. The Court finds and determines that the payment to be paid to the Settlement
2 Administrator, CPT Group, Inc. in the sum of \$12,000.00 for its fee and expenses incurred is fair
3 and reasonable. The Court hereby orders the Administrator to make this payment to itself in
4 accordance with the terms of the Settlement Agreement.

5 13. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument
6 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
7 \$424,146.60; to Barkhordarian Law Firm. The Court finds such amounts to be fair and reasonable.
8 The Court hereby orders the Settlement Administrator to make this payment in accordance with the
9 terms of the Settlement Agreement.

10 14. Pursuant to the terms of the Settlement, and the authorities, evidence, and argument
11 submitted by Class Counsel, the Court hereby awards Class Counsel litigation costs of \$12,055.69
12 to Barkhordarian Law Firm.

13 15. Neither Defendant nor any related persons or entities shall have any further liability
14 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as
15 provided for by the Settlement Agreement. The Court hereby orders the Settlement Administrator
16 to make these payments in accordance with the terms of the Settlement Agreement.

17 16. The Court finds and determines that the releases contained in the Settlement
18 Agreement as to Released Class Claims as to Defendant and Released Parties are appropriate and
19 shall bind all Class Members who did not timely opt out of the Settlement. For purposes of clarity,
20 the Released Class Claims is as follows: All Participating Class Members, on behalf of themselves
21 and their respective former and present representatives, agents, attorneys, heirs, administrators,
22 successors, and assigns, release the Released Parties from (i) all claims that were alleged, or
23 reasonably could have been alleged, based on the factual allegations and primary rights stated in the
24 Operative Complaint and any amendments thereto, including all claims for: 1) failure to pay all
25 minimum wages; 2) failure to pay all overtime wages (including failure to pay at the regular rate of
26 pay); 3) failure to provide accurate, itemized wage statements; 4) failure to provide meal periods; 5)
27 failure to provide rest breaks; 6) waiting time penalties; 7) failure to maintain records; 8) failure to
28 reimburse business expenses; 9) unfair business practice; and 10) violation of Labor Code sections

1 2698-26 99 (“Private Attorney’s General Act).

2 17. The Court further finds and determines that the releases contained in the Settlement
3 Agreement as to Released PAGA Claims as to Defendant and Released Parties are appropriate and
4 shall bind all Aggrieved Employees. There shall be no right to opt out of participation in the PAGA
5 settlement. For purposes of clarity, the Released PAGA Claims is as follows: All Aggrieved
6 Employees, the State of California, and the LWDA are deemed to release, on behalf of themselves
7 and their respective former and present representatives, agents, attorneys, heirs, administrators,
8 successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or
9 reasonably could have been alleged based on the factual allegations and primary rights stated in the
10 Operative Complaint and the PAGA Notices and any amendments thereto, including all claims for: 1)
11 failure to pay all minimum wages; 2) failure to pay all overtime wages (including failure to pay at
12 the regular rate of pay); 3) failure to provide accurate, itemized wage statements; 4) failure to
13 provide meal periods; 5) failure to provide rest breaks; 6) waiting time penalties; 7) failure to
14 maintain records; 8) failure to reimburse business expenses; 9) unfair business practice; and 10)
15 violation of Labor Code sections 2698-26 99 (“Private Attorney’s General Act).

16 18. Nothing in this Order shall preclude any action to enforce the Parties’ obligations
17 pursuant to the Settlement Agreement or pursuant to this Order, including the requirement that
18 Defendant make payments to Participating Class Members in accordance with the Settlement
19 Agreement.

20 19. The Court finds and determines that nothing in the Settlement Agreement, this
21 Order, or the Judgment Neither the Agreement nor this Settlement is an admission by Defendant,
22 nor is this Order and Judgment a finding, of the validity of any claims in the Action or of any
23 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
24 (other than for settlement purposes). Neither this Order and Judgment, the Settlement Agreement,
25 nor any document referred to herein, nor any action taken to carry out the Settlement Agreement is,
26 may be construed as, or may be used as an admission by or against Defendant of any fault,
27 wrongdoing or liability. The entering into or carrying out of the Settlement Agreement, and any
28 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be

evidence of, an admission or concession with regard to the denials or defenses by Defendant. Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the Released Class Claims and/or Released PAGA Claims.

20. The Court hereby enters final judgment in this case in accordance with the terms of the Settlement Agreement, Preliminary Approval Order, and this Order.

21. The Parties shall bear their own costs and attorneys' fees except as otherwise provided for by the Settlement Agreement and this Court's Order Granting Final Approval.

22. Without affecting the finality of this Order in any way, the Court retains jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of this order and the Settlement pursuant to California Code of Civil Procedure § 664.6 and California Rule of Court 3.769(h).

23. A Final Accounting Hearing is set for December 18, 2025, at 2:00 p.m. in Department CX102 of the Orange County Superior Court.

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JUDGMENT

This document shall constitute a judgment for purposes of California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Order, judgment shall be entered within the meaning and for purposes of Code of Civil Procedure sections 577, 904.1(a), and Rules

1 3.769 and 8.104 of the California Rules of Court whereby named Plaintiffs/Class Representatives,
2 all Class Members, and all Aggrieved Employees, the State of California, and the LWDA shall take
3 nothing from Defendant except as expressly set forth in the Settlement Agreement, in conjunction
4 with Plaintiff's Unopposed Motion for Final Approval of the Class Action Settlement. The Court
5 pursuant to California Rule of Court 3.769(h) shall retain jurisdiction over the parties to enforce the
6 terms of the judgment.

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9 **IT IS SO ORDERED.**

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12 DATED: 4/14/25

13 The Honorable Layne H. Melzer
14 Judge of the Superior Court

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