

Kane Moon (SBN 249834)
kmoon@moonlawgroup.com
H. Scott Leviant (SBN 200834)
hsleviant@moonlawgroup.com
Mariam Ghazaryan (SBN 341119)
mghazaryan@moonlawgroup.com
Sandy Pham (SBN 352753)
spham@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa St., Suite 3100
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF YOLO – CIVIL DIVISION

JORDON NORRIS, VERONICA GARCIA, and
JAMIL JOHNSON, individually on behalf of
themselves, and on behalf of all others similarly
situated and aggrieved,

Plaintiffs,

vs.

SCHILLING ROBOTICS, LLC, a limited
liability company; FMC TECHNOLOGIES,
INC., a Delaware corporation; EQ TALENT
SOLUTIONS, LLC, a limited liability company;
ROBERT GLOVER, a natural person
(previously identified as DOE 1), and DOES 2
through 10, inclusive,

Defendants.

Case No.: CV2021-2251

*[Assigned for All Purposes to the Honorable
Samuel T. McAdam, Department 14]*

CLASS ACTION

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

Date: May 22, 2025
Time: 9:00 a.m.
Courtroom: Dept. 14
Judge: Hon. Samuel T. McAdam

Action Filed: December 29, 2021
Trial Date: Not Set

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

This matter came on for hearing on May 22, 2025, upon Plaintiffs’ Motion for Final Approval of the proposed settlement of this action on the terms set forth in the JOINT STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT AND RELEASE (the “Agreement”; the terms of the proposed settlement reflected in the Agreement are referred to as the “Settlement”). (*See* Declaration of H. Scott Leviant in Support of Plaintiffs’ Motion for Final Approval of Class and Representative Action Settlement [“Leviant Decl.”], at Exh. 1.)

After reviewing the Agreement, the Notice process, the record in this action, having heard the argument of Counsel for respective Parties, and good cause appearing, the Court Orders:

1. To the extent defined in the Agreement, the terms in this Order shall have the meanings set forth therein.

2. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive, arm’s-length negotiations. The Court further finds that Plaintiffs and Defendant (the “Parties”) have conducted thorough investigation and research, and the attorneys for the Parties are able to reasonably evaluate their respective positions. The Court also finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the action. The Court finds that the risks of further prosecution are substantial.

3. Under the terms of the Settlement, the Gross Settlement Amount and monetary terms, including all *requested* awards, are as follows:

GSA AND ESTIMATED DEDUCTIONS	AMOUNT
Gross Settlement Amount (“GSA”)	\$575,000.00 (employer-side taxes separate)
Settlement Administration (flat rate)	\$7,450.00
Requested Attorney’s Fees (33 and 1/3% of GSA)	\$191,666.00
Requested Attorney’s Costs (actual)	\$126,086.65
PAGA Penalty Allocation	\$40,000.00
Plaintiffs’ Requested Enhancement (total)	\$15,000.00
Estimated Net Settlement Amount	\$194,796.68

1 The amounts awarded by the Court are set forth below.

2 4. The Parties' Settlement is granted final approval as it meets the criteria for final
3 settlement approval. In granting final approval of the class and representative action settlement, the
4 Court has considered the factors identified in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as
5 approved in *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV*
6 *Cases*, 135 Cal. App. 4th 706 (2006). For purposes of the settlement and final approval of the settlement
7 of the Action, the Court finds that the terms of the proposed class and representative action Settlement
8 are fair, reasonable, and adequate, pursuant to California Code of Civil Procedure § 382. For this
9 purpose, the settlement falls within the range of possible approval as fair, adequate and reasonable;
10 appears to be the product of arm's-length and informed negotiations; and treats all Class Members fairly.
11 The Settlement Class meets the requirements for conditional certification for settlement purposes only
12 under Code of Civil Procedure § 382.

13 5. The Class Notice provided to the Settlement Class conforms with the requirements of
14 Code of Civil Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and
15 United States Constitutions, and any other applicable law, and constitutes the best notice practicable
16 under the circumstances, by providing individual notice to all Class Members who could be identified
17 through reasonable effort, and by providing due and adequate notice of the proceedings and of the
18 matters set forth therein to the other Class Members. The Class Notice fully satisfied the requirements
19 of Due Process.

20 6. The following persons are certified as Class Members solely for the purpose of entering
21 a settlement in this matter:

22 All individuals employed by Schilling Robotics, LLC in non-exempt positions in
23 California, and all individuals employed by EQ Talent Solutions, LLC who were
24 assigned to work at Schilling Robotics, LLC's California locations, at any time during
25 the Class Period. (the "Class Period" is the period from December 29, 2017, to August
26 27, 2024). "Participating Class Member" means a Class Member who does not submit a
27 valid and timely Request for Exclusion from the Class portion of the Settlement.
28 (Agreement, ¶¶ 1.d, 1.f, 1.w.)

26 One Class Member timely requested exclusion from the Class. All other Class Members are Participating
27 Class Members and are bound by the Final Approval Order and Judgment in the Action.

1 7. For settlement purposes, only, Plaintiffs Veronica Garcia and Jamil Johnson are
2 appointed as the Class Representatives.

3 8. The Court finds for purposes of this Settlement, only, that Plaintiffs' counsel are
4 adequate, as they are experienced in wage and hour class action litigation, have no apparent conflicts of
5 interest with absent Class Members, and adequately represented the interests of absent Class Members
6 in the Action. Kane Moon, H. Scott Leviant, Mariam Ghazaryan, and Sandy Pham, of Moon Law
7 Group, PC, are appointed Class Counsel for purposes of the Settlement.

8 9. All Class Members who worked at any time between December 29, 2020, and August
9 27, 2024, are PAGA Members (the "aggrieved employees" as that term is used in the Private Attorneys
10 General Act of 2004, Labor Code § 2698, ["PAGA"]) for purposes of distributing the \$10,000.00 as
11 PAGA Member Payments. Class Members cannot opt out of the release of the PAGA claims and will
12 receive a share of the \$10,000.00, irrespective of whether they are Participating Class Members.

13 10. The Court appoints ILYM Group, Inc., to act as the Settlement Administrator, pursuant to
14 the terms set forth in the Agreement.

15 11. Upon entry of this Final Approval Order and the Judgment, funding of the Settlement and
16 compensation to the Participating Class Members and PAGA Members shall be implemented pursuant to
17 the terms of the Settlement and this Final Approval Order.

18 12. In addition to any recovery that Plaintiffs may receive under the Settlement as Class
19 and/or PAGA Members, and in recognition of the Plaintiffs' efforts on behalf of the Class, the Court
20 approves the payment of Class Representative Enhancement Payments to Plaintiffs Veronica Garcia and
21 Jamil Johnson in the amount of \$7,500.00 to each Plaintiff.

22 13. The Court approves the payment of attorneys' fees to Class Counsel in the total amount
23 of \$191,666.00. Litigation expenses in the amount of \$126,086.65 to Class Counsel are approved.

24 14. The Court approves and orders payment in the amount of \$7,450.00 to ILYM Group,
25 Inc., for performance of its services as the Settlement Administrator.

26 15. Upon completion of administration of the Settlement, Class Counsel shall cause to be
27 filed a declaration stating that all amounts payable under the Settlement have been paid and that the
28 terms of the Settlement have been completed.

1 16. The Court sets a non-appearance case review regarding compliance with all fund
2 distribution requirements under the Settlement for _____, at _____, in
3 Dept. 14 of the above-entitled Court. A Final Report, including any declaration from the Settlement
4 Administrator regarding compliance, shall be filed with the Court no later than
5 _____.

6 17. The Court approves and orders payment in the amount of **\$30,000.00** to the Labor and
7 Workforce Development Agency in compromise of claims under PAGA.

8 18. As of the Effective Date, Plaintiffs and all Participating Class Members (on behalf of
9 each of them and each of their heirs, executors, administrators, and assigns) shall irrevocably and
10 unconditionally fully release and forever discharge the Released Parties¹ from any and all Released
11 Claims that accrued during the Class Period. The “Released Claims” are:

12 any and all claims, debts, rights, demands, obligations or liabilities of every nature and
13 description, for damages, premiums, penalties, liquidated damages, punitive damages,
14 interest, attorneys’ fees, litigation costs, restitution, or equitable relief against the
15 Released Parties, arising during the Class Period and alleged in the operative
16 Complaint, or which could have been alleged based on the facts pled in the operative
17 Complaint, including without limitation claims relating to: (i) the alleged failure to pay
18 for all hours worked, (ii) the alleged failure to pay minimum wages, (iii) the alleged
19 failure to correctly pay overtime wages, (iv) the alleged failure to correctly calculate the
20 regular rate of pay and pay wages that are derived from the regular rate of pay, (v) the
21 alleged failure to provide meal periods or pay meal period premiums at the regular rate
22 of pay, (vi) the alleged failure to provide rest periods or pay rest period premiums at the
23 regular rate of pay, (vii) the alleged failure to provide complete and accurate wage
24 statements, (viii) the alleged failure to timely pay wages during employment, (ix) the
25 alleged failure timely pay all wages owed to employees who quit or are terminated, (x)
26 the alleged failure to reimburse for business expenses, (xi) the alleged failure to
27 maintain accurate time and payroll records, and (xii) claims for interest and any other
28 claims and penalties premised on the aforementioned allegations. “Released Claims”
includes all types of relief available for the above-referenced claims, including any
claims for damages, restitution, losses, premiums, penalties, fines, lines, attorneys’ fees,
costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated
damages, whether under federal law, California law or any state or local law or
common law, including, without limitations, as violations of the California Labor Code,
the Wage Orders, applicable regulations, and any and all claims under the Fair Labor

¹ “Released Parties” means Schilling Robotics, LLC and its past, present, and future parents, subsidiaries, sister companies, members and divisions, including but not limited to FMC Technologies, Inc., as well as staffing agencies utilized during the Class Period, specifically EQ Talent Solutions, LLC, and their respective past, present, and future officers, directors, employees, partners, shareholders, owners, agents, insurers, legal representatives, attorneys and all of their successors (including persons or entities who may acquire them in the future), assigns, representatives, heirs, executors, and administrators and all other persons acting by, through, under or in concert with them that could be liable for the Released Claims.

Standards Act.

19. As of the Effective Date, the State of California, Plaintiffs and all PAGA Members (on behalf of each of them and each of their heirs, executors, administrators, and assigns) shall irrevocably and unconditionally fully release and forever discharge the Released Parties from any and all Released PAGA Claims that accrued during the PAGA Period as set forth herein. The “Released PAGA Claims” are:

all PAGA claims against the Released Parties arising during the PAGA Period and alleged in Plaintiffs’ letters and amended letters to the LWDA filed on behalf of any named Plaintiffs in this action, including Plaintiff Jordon Norris, Jamil Johnson, or Veronica Garcia, or which could have been alleged based on the facts pled in Plaintiffs’ letters or amended letters to the LWDA, including without limitation PAGA claims relating to: (i) the alleged failure to pay for all hours worked, (ii) the alleged failure to pay minimum wages, (iii) the alleged failure to correctly pay overtime wages, (iv) the alleged failure to correctly calculate the regular rate of pay and pay wages that are derived from the regular rate of pay, (v) the alleged failure to provide meal periods or pay meal period premiums at the regular rate of pay, (vi) the alleged failure to provide rest periods or pay rest period premiums at the regular rate of pay, (vii) the alleged failure to provide complete and accurate wage statements, (viii) the alleged failure to timely pay wages during employment, (ix) the alleged failure timely pay all wages owed to employees who quit or are terminated, (x) the alleged failure to reimburse for business expenses, (xi) the alleged failure to maintain accurate time and payroll records, and (xii) any other PAGA claims premised on the aforementioned allegations.

20. The Parties are ordered to give notice of this final Order and Judgment to the LWDA, pursuant to Labor Code § 2699(1)(3).

21. The Court hereby directs the Parties to effectuate the terms of the Settlement as set forth in the Settlement Agreement.

22. The Court retains jurisdiction to consider all further applications arising out of or in connection with the Settlement.

23. Pursuant to California Rules of Court, Rule 3.771(b), the Settlement Administrator shall give notice to the Class of the entry of this Order, and any final judgment entered in this Action, by posting it on its website.

IT IS SO ORDERED.

Dated: _____

Hon. Samuel T. McAdam
YOLO COUNTY SUPERIOR COURT JUDGE