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Attorneys for Plaintiffs, the Putative Class, and the Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

JENNIFER MACHADO and NADIA
SCURRY, individually and as the State of
California's designated proxies pursuant to the
Private Attorneys General Act (PAGA) on
behalf of the State of California and other
aggrieved employees,

Plaintiffs,

v.

KLAP6 TECHNOLOGIES LLC, a Texas
limited liability company; IEM
INTERNATIONAL, INC., a Delaware
corporation; and DOES 6 through 50,

Defendants.

Case Nos. 37-2023-00020925-CU-OE-CTL
(Consolidated with Case o. 37-2023-
00022638)

[Assigned for all purposes to the Hon.
Katherine A. Bacal, Dept. C-63]

**[PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
ATTORNEYS' FEES AND COSTS**

Date: November 7, 2025

Time: 1:30 p.m.

Dept: C-63

1 This Court preliminarily approved the Parties' Settlement Agreement in its Order
2 Granting Motion for Preliminary Approval of Class Action Settlement, filed on July 25, 2025
3 ("Preliminary Approval Order").

4 The Motion for Final Approval of Class Action Settlement ("Motion") came before this
5 Court on November 7, 2025, at 1:30 p.m., in Department C-63 of the above-entitled court,
6 located at the San Diego Superior Court, 330 West Broadway, San Diego, California 92101.
7 Plaintiffs Jennifer Machado and Nadia Scurry ("Plaintiffs") appeared through their attorneys of
8 record. Defendants appeared through their attorneys of record. (Plaintiffs and Defendants are
9 collectively referred to herein as the "Parties")

10 The Court, having considered the Class Action and PAGA Settlement Agreement
11 (hereafter, "Settlement Agreement"), attached as Exhibit 1 to the Declaration of Aaron Bartz in
12 Support of Plaintiffs' Motion for Final Approval of Class Action Settlement and having
13 considered the Motion for Final Approval of Class Action Settlement ("Motion"), and having
14 considered the respective points and authorities and declarations submitted by the Parties in
15 support of the Motion; and good cause appearing, HEREBY ORDERS, DECREES AND
16 ADJUDGES as follows:

17 1. This Judgment Granting Final Approval of Class Action and Representative
18 PAGA Action Settlement incorporates by reference the definitions set forth in the Settlement
19 Agreement, and all terms used herein shall have the same meanings as set forth in the
20 Settlement Agreement.

21 2. The Court hereby approves the terms set forth in the Settlement Agreement and
22 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, and in
23 the best interests of the Class, and directs the Parties to effectuate the Settlement Agreement
24 according to its terms. The Court has jurisdiction over the subject matter of this proceeding
25 and over all Parties to this proceeding, including Class Members.

1 3. This Court certifies a Class under California Code of Civil Procedure section
2 382 for purposes of settlement only based on the reasons set forth in this Order, and defined as
3 follows:

4 All current and former non-exempt employees who worked for
5 Defendants in California at any time between and including May 16,
6 2019 and July 25, 2025.

7 4. All Participating Class Members shall release the Released Parties pursuant to
8 the terms of the Settlement Agreement. Plaintiffs also release the Released Parties pursuant to
9 the terms of the Settlement Agreement.

10 5. The distribution of the Notice of Class Action Settlement (“Class Notice”) to
11 the Class as set forth in the Settlement Agreement has been completed in conformity with the
12 Preliminary Approval Order. The Class Notice provided adequate notice of the proceedings
13 and about the case, including the proposed settlement terms as set forth in the Settlement
14 Agreement. The Class Notice fully satisfied due process requirements. The Class Notice was
15 sent via U.S. Mail to all persons entitled to such notice and to all Class Members who could
16 be identified through reasonable effort. As executed, the Class Notice was the best notice
17 practicable under the circumstances. Class Members were afforded the opportunity to exclude
18 themselves or object to the settlement. No Class Member objected to the settlement, and no
19 class member opted out of the settlement.

20 6. The Court finds that the Settlement Agreement has been reached as a result of
21 informed and non-collusive arms-length negotiations. Consummation of the settlement in
22 accordance with the terms and provisions of the Settlement Agreement is therefore approved.

23 7. The Settlement Agreement is not an admission by Defendants, nor is this Order
24 a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this
25 Order, the Settlement Agreement, or any document referred to herein, or any action taken to
26 carry out the Settlement Agreement, shall be construed or deemed to be an admission of
27 liability, culpability, negligence, or wrongdoing on the part of Defendant.

28 9. The Gross Settlement Amount is \$220,000. The Gross Settlement Amount shall

1 represent the total consideration to be paid by Defendants in connection with this settlement,
2 except that Defendant shall also pay the employer's share of payroll taxes pursuant to the
3 Settlement Agreement. Defendants shall have no further liability for costs, expenses, interest,
4 taxes, attorneys' fees, or for any other charge, expense, or liability, except as provided in the
5 Settlement Agreement.

6 10. The Court hereby confirms that named Plaintiffs Jennifer Machado and Nadia
7 Scurry are approved as Class Representatives, and awards Class Representative Service
8 Payment to each Plaintiff in the amount of \$7,500, totaling \$15,000. The payment of the Class
9 Representative Service Payments shall be made in accordance with the terms of the Settlement
10 Agreement.

11 11. The Court hereby approves the following as Class Counsel: Bartz Law Group
12 APC, United Employees Law Group PC, and Thomas D. Rutledge. The Court further awards
13 Class Counsel the amount of \$73,333 in attorneys' fees. Class Counsel shall also be awarded
14 costs in the amount of \$12,206. The attorneys' fees and costs authorized by this paragraph shall
15 be paid in accordance with the terms of the Settlement Agreement.

16 12. The Court further approves the payment of \$6,950 to Phoenix Class Action
17 Administration Solutions for the fees and costs of administering the settlement as set forth in
18 the Settlement Agreement. The payment authorized by this paragraph shall be paid in
19 accordance with the terms of the Settlement Agreement.

20 13. The Administrator shall calculate and mail the checks to those Class Members
21 who have not opted out and cause to be paid attorneys' fees, taxes, costs, and enhancements
22 as approved by the Court and in accordance with the installment terms as provided by the
23 Settlement Agreement. If any of the installment checks remain uncashed by the expiration of
24 the 180-day period after the check was issued, the Administrator shall send those funds to the
25 California State Controller Unclaimed Property Fund, to be held in the class member's name
26 until claimed.

14. The Court hereby grants approval of the portion of the Settlement Agreement resolving Plaintiffs' PAGA Claims, including the settlement and release of the PAGA Claims from February 16, 2022 through July 25, 2025, as defined in the Settlement Agreement, and the payment of Five Thousand Dollars (\$5,000) from the Gross Settlement Amount to resolve the PAGA claims ("PAGA Penalties"), of which Three Thousand Seven Hundred Fifty Dollars (\$3,750) (75% of the PAGA Penalties) will be distributed to the Labor Workforce and Development Agency (LWDA), with the remaining portion – One Thousand Two Hundred Fifty Dollars (\$1,250) (25% of the PAGA Penalties) – going to Aggrieved Employees. Aggrieved Employees shall be paid their portion of the One Thousand Two Hundred Fifty Dollars (\$1,250) on a pro rata basis, based on their proportionate Workweeks worked as non-exempt employees for Defendant in California from February 16, 2022 through July 25, 2025. The payment to each Aggrieved Employee shall be made in the form of a check to be mailed to each of them pursuant to the Settlement Agreement. The payment to the LWDA shall be made in the form of a check to be mailed to the LWDA pursuant to the Settlement Agreement. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and as further set forth in the Settlement Agreement, all Aggrieved Employees, including Non-Participating Class Members who are Aggrieved Employees, are deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties from the claims for civil penalties for the violations of the California Private Attorneys General Act of 2004 that were alleged, or could have been alleged, based on the facts alleged in the Operative Complaint and/or the PAGA Notice during the PAGA Period.

15. The Parties agree that the Court shall have continuing jurisdiction over the construction, interpretation, implementation and enforcement of the Settlement Agreement according to its terms, and over the administration and distribution of the settlement proceeds, pursuant to California Rule of Court 3.769(h).

16. Upon completion of administration of the settlement, the Administrator will provide written certification of such completion to the Court and counsel for the Parties.

17. A Final Accounting is set for _____, at _____ in Department C-63 of the above-referenced Court, and five court days prior to the hearing, the parties shall file and serve a compliance report.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: _____

Hon. Katherine A. Bacal
Judge of the Superior Court