

EDWIN AIWAZIAN (SBN 232943)
edwin@calljustice.com
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel.:(818) 265-1020/ Fax: (818) 265-1021

RYAN CHUMAN, SBN 300695
ryanc@protectionlawgroup.com
ARNEL O. TAN, SBN 272428
arnel@protectionlawgroup.com
JOSEPH MARSHALL, SBN 354066
joe@protectionlawgroup.com
CHRISTINE V. REYES, SBN 346719
christine@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
149 Sheldon Street
El Segundo, California 90245
Telephone: (424) 290-3095
Facsimile: (866) 264-7880

Attorneys for Plaintiff,
STEPHEN VILLANUEVA

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF ORANGE

STEPHEN VILLANUEVA, individually, and
on behalf of other members of the general
public similarly situated;

Plaintiff,

vs.

REDROCK TECHNOLOGIES, INC., an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants.

Case No. 30-2022-01263687-CU-OE-CXC

*Assigned for All Purposes to: Hon. Randall J.
Sherman, Dept. CX105*

**NOTICE OF ENTRY OF FINAL ORDER
AND JUDGMENT GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Complaint Filed: June 7, 2022

Trial Date: None Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on January 17, 2025, at 10:00 a.m., the Honorable
3 Randall J. Sherman, in Department CX105 of the above entitled Court, located at 751 West Santa
4 Ana Blvd in Santa Ana California 92701, executed the Final Order and Judgment granting
5 Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement.

6 Attached hereto as **Exhibit A** is a true and correct copy of the Final Order and Judgment
7 granting Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement which was
8 executed and filed on January 17, 2025.

9
10 Dated: January 21, 2025

PROTECTION LAW GROUP, LLP

11
12 By:



13 Ryan Chuman, Esq.
14 Arnel Tan, Esq.
15 Joseph Marshall, Esq.
16 Christine V. Reyes, Esq.
17 *Attorneys for Plaintiff*
18
19
20
21
22
23
24
25
26
27
28

Exhibit A

EDWIN AIWAZIAN (SBN 232943)
edwin@calljustice.com
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel.:(818) 265-1020/ Fax: (818) 265-1021

HEATHER DAVIS, SBN 239372
heather@protectionlawgroup.com
AMIR NAYEBDADASH, SBN 232204
amir@protectionlawgroup.com
D. LUKE CLAPP, SBN 306040
luke@protectionlawgroup.com
PROTECTION LAW GROUP, LLP
149 Sheldon Street
El Segundo, CA 90245
Tel.: (424) 290-3095 / Fax: (866) 264-7880

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

STEPHEN VILLANUEVA, individually, and
on behalf of other members of the general
public similarly situated;

Plaintiff,

vs.

REDROCK TECHNOLOGIES, INC., an
unknown business entity; and DOES 1
through 100, inclusive,

Defendants

Case No.: 30-2022-01263687-CU-OE-CXC

*Assigned for All Purposes to Hon. Randall J.
Sherman, Dept. CX105*

CLASS ACTION

**[PROPOSED] FINAL ORDER AND
JUDGMENT**

Date: January 17, 2025

Time: 10:00 a.m.

Dept: CX-105

Complaint Filed: June 7, 2022

Trial Date: Not set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Action (“Action”) having come before the Court for a hearing and
3 Final Order Approving Class Action and PAGA Settlement (“Final Order”), consistent with the
4 Court’s Preliminary Approval Order (“Preliminary Approval Order”), and as set forth in the Joint
5 Stipulation of Class Action and PAGA Settlement and Amendments thereto (“Agreement”), and
6 due and adequate notice having been given to all Class Members as required in the Order
7 Granting Plaintiff’s Motion for Preliminary Approval, and the Court having considered all
8 papers filed and proceedings had herein and otherwise being fully informed and good cause
9 appearing therefor, it is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

10 1. All terms used herein shall have the same meaning as defined in the Agreement.

11 2. The term “Class” and “Class Members” shall mean the following: “All current
12 and former hourly-paid, non-exempt employees of Redrock Technologies, Inc. who were
13 employed by Redrock Technologies, Inc. in the State of California at any time from June 7,
14 2018, through March 15, 2023, who did not execute a severance agreement.” The term
15 “Participating Class Member” includes all Class Members who did not submit a timely and valid
16 Request for Exclusion as provided in the Settlement.

17 3. The term “PAGA Member” shall mean “All current and former hourly-paid, non-
18 exempt employees of Redrock Technologies, Inc. who were employed by Redrock Technologies,
19 Inc. in the State of California at any time from June 7, 2021, through March 15, 2023.”

20 4. This Court has jurisdiction over the subject matter of this Action and over all
21 Parties to this Action, including all Class Members.

22 5. Distribution of the Notice was directed to the Class Members as set forth in the
23 Agreement and the other matters set forth therein have been completed in conformity with the
24 Preliminary Approval Order, including individual notice to all Class Members who could be
25 identified through reasonable effort, and the best notice practicable under the circumstances. The
26 Notice provided due and adequate notice of the proceedings and of the matters set forth therein,
27 including the proposed Settlement set forth in the Agreement, to all persons entitled to such
28 Notice, and the Notice fully satisfied the requirements of due process. All Class Members, all

Released Class Claims, and all Released PAGA Claims are covered by and included within the Settlement and this Final Order.

6. The Court hereby finds the Settlement was entered into in good faith pursuant to and within the meaning of California Code of Civil Procedure section 877.6. The Court further finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

7. The Court further finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the standards and applicable requirements for final approval of this class action settlement under California law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

8. The Court finds that the Settlement has been reached as a result of intensive, serious and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted extensive investigation and research, and counsel 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 has reviewed the benefits that are being granted as part of the Settlement and recognizes the significant value to the Class Members. The Court also finds that the Class is properly certified as a class for settlement purposes only.

9. Upon the complete funding of the Gross Settlement Amount Plaintiff and all Participating Class Members, shall release and discharge the Released Parties from the Released Class Claims that arose during the Class Period as set forth in the Agreement.

10. Upon the funding of the Gross Settlement Amount, Plaintiff, all PAGA Members, the LWDA, and the State of California shall be deemed to have released and discharged the Released Parties from the Released PAGA Claims, that arose during the PAGA Period, as set

1 forth in the Agreement.

2 11. Additionally, upon the funding of the Gross Settlement Amount, Plaintiff—on
3 behalf of himself only—shall also generally release and discharge the Released Parties from any
4 and all claims, demands, obligations, causes of action, rights, or liabilities of any kind which
5 have been or could have been asserted against the Released Parties arising out of or relating to
6 their employment by Defendant or termination thereof, including but not limited to claims for
7 wages, restitution, penalties, retaliation, defamation, discrimination, harassment or wrongful
8 termination of employment. This release specifically includes any and all claims, demands,
9 obligations and/or causes of action for damages, restitution, penalties, interest, and attorneys’
10 fees and costs (except provided by the Settlement Agreement) relating to or in any way
11 connected with the matters referred to herein, whether or not known or suspected to exist, and
12 whether or not specifically or particularly described herein. This general release includes all
13 employment-related and non-employment related claims, whether known or unknown, arising
14 during the Class Period. Specifically, Plaintiff waives all rights and benefits afforded by
15 California Civil Code Section 1542, which provides:

16 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
17 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
18 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
19 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
20 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
21 DEBTOR OR RELEASED PARTY

22 This release specifically excludes claims for unemployment insurance, disability, social
23 security, and workers compensation (with the exception of claims arising pursuant to California
24 Labor Code Section 132(a) and 4553)

25 12. No Class Member requested to be excluded from the settlement. Accordingly, all
26 Class Members are bound by this final order and Judgment. The last date to timely submit a
27 request for exclusion was August 6, 2024.

28 13. The Court hereby finds that there were no written objections to the Settlement.
The last day to submit a written objection to the settlement was August 6, 2024. The Court also
notes there were no objections made at the hearing on Final Approval of the Settlement.

1 14. The Court finds the settlement payments provided for under the Agreement to be
2 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement
3 and amendments thereto the Court orders Defendant to fund the Gross Settlement Amount of
4 \$1,070,125.00 within 14 days of the Effective Date to provide payments for the Class/PAGA
5 Members individual settlement payments, class representative incentive payment for Plaintiff,
6 Class Counsel's attorney fees and costs, the Settlement Administrator's fees and expenses, and
7 penalties to the California Labor and Workforce Development Agency pursuant to Labor Code
8 Section 2698 et seq. The calculations and the payments shall be made administered in
9 accordance with the terms of the Agreement.

10 15. Pursuant to the terms of the Agreement and amendments thereto, and the
11 authorities, evidence and argument submitted by Class Counsel, the Court hereby awards Class
12 Counsel attorneys' fees in the total amount of \$356,708.33 (1/3 of the Gross Settlement Amount)
13 and litigation costs in the total amount of \$13,129.12 ~~\$13,129.62~~ from the Gross Settlement
14 Amount as final payment for and complete satisfaction of any and all attorneys' fees and costs
15 incurred by and/or owed to Class Counsel and any other person or entity related to the Action to
16 be divided as follows pursuant to the written fee sharing agreement that shall split all attorneys'
17 fees approved by the Court with 55% for Protection Law Group and 45% to Lawyers for Justice,
18 P.C.

19 a. The Court orders payment of attorney's fees in the amount of \$196,189.58 (55%)
20 to Protection Law Group, LLP and \$160,518.75 (45%) to Lawyers *for* Justice,
21 P.C.

22 b. The Court orders payment of litigation costs in the amount of \$11,433.16
23 ~~\$11,433.66~~ to Protection Law Group, LLP and \$1,695.96 to Lawyers *for* Justice,
24 P.C.

25 c. The Court further orders that the award of attorneys' fees and costs set forth in
26 this Paragraph shall be administered pursuant to the terms of the Agreement.
27
28

1 16. The Court hereby approves and orders a Class Representative Enhancement
2 Payment of \$7,500.00 to Plaintiff Stephen Villanueva from the Gross Settlement Amount as set
3 forth in the Agreement.

4 17. The Court approves and orders the payment in the amount of \$56,250.00 (75% of
5 \$75,000.00) from the Gross Settlement Amount to the California Labor Workforce Development
6 Agency for penalties arising under the Private Attorneys General Act of 2004 (PAGA). The
7 remaining \$18,750.00 (25% of \$75,000.00) shall be distributed to the PAGA Members as set
8 forth in the Agreement.

9 18. The Court also hereby approves and orders payment from the Gross Settlement
10 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
11 Phoenix Settlement Administrators in the amount of \$9,500.00 as set forth in the Agreement.

12 19. The Court hereby approves and orders payment of individual settlement payments
13 from the Net Settlement Amount to the Participating Class Members as set forth in the
14 Agreement.

15 20. The Court also hereby approves and orders that any checks distributed from the
16 Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar
17 days after being issued shall be void. All uncashed settlement checks shall be transferred to the
18 California State Controller's Office and held in trust for such Class Members pursuant to
19 California Unclaimed Property Law, Civil Code Section 1500 et seq.

20 21. Provided the Settlement becomes effective under the terms of the Agreement, the
21 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
22 payments, attorneys' fees and costs, and enhancement payments is as set forth in the Agreement.

23 22. Neither the Settlement nor any of the terms set forth in the Agreement is an
24 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of
25 the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other
26 Released Parties. Neither this Final Order, the Agreement, nor any document referred to herein,
27 nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an
28 admission by or against Defendant, or any of the other Released Parties, of any fault,

wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any 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, or any of the other Released Parties, and shall not be offered in evidence in any action or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final Order, the Agreement, the Released Claims, or any related agreement or release. Notwithstanding these restrictions, any of the Released Parties may file in the Action, or submit in any other proceeding, the Final Order, the Agreement, and any other papers and records on file in the Action as evidence of the Settlement to support a defense of *res judicata*, *collateral estoppel*, or other theory of claim or issue preclusion or similar defense as to the Released Claims.

23. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over this action and the parties, including all Class Members, and over all matters pertaining to the implementation and enforcement of the terms of the Agreement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Agreement shall be presented to the Court for resolution.

24. Notice of this Judgment shall be provided by posting the Judgment to the Settlement Administrator's website. Phoenix Settlement Administrators shall post this Judgment on its website for a period of no less than 180 days.

25. A Final Report Hearing for a final accounting regarding the status of settlement administration and disbursement is set for October 17, 2025 at 10:00 a.m. in Department CX-105. Class Counsel shall submit a final report on the disbursement of the settlement payments at least 16 days in advance of the hearing.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED: January 17, 2025


HON. RANDALL J. SHERMAN
JUDGE OF THE SUPERIOR COURT

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

Villanueva v. Redrock Technologies, Inc., Case No.: 30-2022-01263687-CU-OE-CXC

STATE OF CALIFORNIA, COUNTY OF ORANGE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 149 Sheldon Street, El Segundo, California 90245.

On January 21, 2025, I served the following document:

**NOTICE OF ENTRY OF FINAL ORDER AND JUDGMENT GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**

on all interested parties in this action by Electronic Service on all counsel via ACE Attorney Service.

Boris Sorsher (*bsorsher@fisherphillips.com*)
Victor T. Xu (*vxu@fisherphillips.com*)
FISHER & PHILLIPS LLP
2050 Main Street, Suite 1000
Irvine, California 92614

Joanna Ghosh (*joanna@calljustice.com*)
Vartan Madoyan (*vartan@calljustice.com*)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel.: (818) 265-1020/ Fax: (818) 265-1021

And on the California Labor and Workforce Development Agency via Online Filing

PAGA Administrator

California Labor & Workforce Development Agency
1515 Clay Street, Suite 801
Oakland, CA 94612

PAGA@dir.ca.gov

(Via <https://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>)

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 21, 2025, at El Segundo, California.

Villarreal Jessica
Jessica Villarreal