

Lilit Tunyan (SBN 329351)
ltunyan@tunyanlaw.com
Artur Tunyan (SBN 349174)
atunyan@tunyanlaw.com
TUNYAN LAW, APC
535 N. Brand Blvd., Suite 285
Glendale, California 91203
Telephone: (323) 410-5050

Attorneys for Plaintiff URIEL OREGEL

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF CONTRA COSTA

URIEL OREGEL, as an individual and on behalf
of all employees similarly situated,

Plaintiff,

v.

DIABLO RANGE FRAMING, INC., a
California Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: C23-00697

[Assigned for all purposes to Hon. Charles S
Treat, Dept. 12]

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

Date: January 9, 2025
Time: 9 a.m.
Courtroom: Dept. 12
Judge: Hon. Charles S Treat

Action Filed: March 29, 2023
Trial: Not Set

1 Plaintiff URIEL OREGEL’s (“Plaintiff”) motion for final approval of class and PAGA
2 representative action settlement of the claims asserted against Defendant DIABLO RANGE FRAMING,
3 INC. (“Defendant”) in this action, memorialized in the JOINT STIPULATION OF CLASS AND PAGA
4 REPRESENTATIVE ACTION AMENDED SETTLEMENT (see Declaration of Lilit Tunyan in
5 Support of Plaintiff’s Motion for Final Approval of Class and PAGA Representative Action Settlement
6 [“Tunyan Decl.”], at Exh. 1) was scheduled for January 9, 2024, at 9 a.m. in Department 12 before
7 Honorable Charles S Treat of the Contra Costa County Superior Court. The JOINT STIPULATION OF
8 CLASS AND PAGA REPRESENTATIVE ACTION AMENDED SETTLEMENT is referred to herein
9 as the “Agreement” or “Settlement. After full consideration of the submissions of the parties, and the
10 entire record in this matter, it is the conclusion of this Court that Plaintiff’s Motion is **GRANTED**.

11 After reviewing the Agreement, the Notice process, and other related documents, and having
12 heard the argument of Counsel for respective parties, **IT IS HEREBY ORDERED AS FOLLOWS:**

13 1. The Court hereby GRANTS final approval of the terms and conditions contained in the
14 Agreement. The Court finds that the terms of the proposed class action Settlement are fair, reasonable,
15 and adequate, pursuant to California Code of Civil Procedure § 382.

16 2. The Court finds that the Settlement has been reached as a result of intensive, serious and
17 non-collusive arms-length negotiations. The Court further finds that the parties have conducted
18 thorough investigation and research, and the attorneys for the parties are able to reasonably evaluate
19 their respective positions. The Court also finds that settlement at this time will avoid additional
20 substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution
21 of the action. The Court finds that the risks of further prosecution are substantial.

22 3. The parties’ Settlement is granted final approval. The Court has considered all relevant
23 factors for determining the fairness of the Settlement and has concluded that all such factors weigh in
24 favor of granting final approval. In particular, the Court finds that the Settlement was reached following
25 meaningful discovery and investigation conducted by Class Counsel; that the Settlement is the result of
26 serious, informed, adversarial, and arm’s-length negotiations between the Parties; and that the terms of
27 the settlement are in all respects fair, adequate, and reasonable.

28 4. The Court hereby GRANTS conditional certification of the Class, in accordance with the

1 Settlement, for purposes of this settlement only. The Settlement Class meets the requirements for
2 conditional certification for settlement purposes only under Code of Civil Procedure § 382.

3 5. Because adequate notice was disseminated, and all Class Members were given the
4 opportunity to request exclusion, the Court has personal jurisdiction over the Class Members' claims.
5 The court has subject matter jurisdiction over this matter, including jurisdiction to approve the settlement
6 and grant final certification. The Class Notice provided to the Class complied with the requirements of
7 Code of Civil Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and
8 United States Constitutions, and any other applicable law, and constituted the best notice practicable
9 under the circumstances, by providing individual notice to all Class Members who could be identified
10 through reasonable effort, and by providing due and adequate notice of the proceedings and of the
11 matters set forth therein to the other Settlement Class Members. The Class Notice fully satisfied the
12 requirements of due process.

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

15 All individuals employed by Defendant in California and classified as "non-
16 exempt" at any time during the Class Period (the "Class Period" is March 29, 2019
through December 8, 2023). (Settlement, ¶¶ 3-4.)

17 7. The PAGA Employee is defined as follows:

18 All Class Members that worked at any time during the PAGA Period (the "PAGA
19 Period" is March 29, 2022 through December 8, 2023.) All PAGA Employees are
20 "aggrieved employees" as defined pursuant to PAGA. PAGA Employees cannot opt
out of the settlement of the PAGA claim. (Settlement, ¶¶ 10-11.)

21 8. Plaintiff URIEL OREGEL is appointed as the Class Representative.

22 9. The Court finds Plaintiff's counsel are adequate, as they are experienced in wage and
23 hour class action litigation and have no conflicts of interest with absent Settlement Class Members, and
24 that they adequately represented the interests of absent class members in the Litigation. TUNYAN
25 LAW, APC is appointed Class Counsel.

26 10. The Court appoints Simpluris, Inc. to act as the Settlement Administrator, pursuant to
27 the terms set forth in the Agreement.

28 11. All other Class Members are Settlement Class Members, bound by the Final Approval

1 Order and Judgment in the Action.

2 12. In addition to any recovery that Plaintiff may receive under the Settlement as a
3 Settlement Class Member, and in recognition of the Plaintiff's general release of individual claims and
4 his efforts on behalf of the Settlement Class, the Court hereby approves the payment of an enhancement
5 award to Plaintiff URIEL OREGEL in the amount of **\$7,000.00**.

6 13. The Court approves the payment of attorneys' fees to Class Counsel in the amount of
7 **\$85,000.00** to Tunyan Law, APC. Litigation expenses are approved by the Court in the amount of
8 **\$8,242.27** to Tunyan Law, APC.

9 14. The Court approves and orders payment in the amount of **\$8,000.00** to Simpluris, Inc. for
10 its services as the Settlement Administrator.

11 15. The Court approves and orders payment in the amount of **\$22,500.00** to the Labor and
12 Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys
13 General Act of 2004 (Labor Code § 2698 et seq.).

14 16. Upon completion of administration of the Settlement, the Parties shall file a declaration
15 stating that all amounts payable under the Settlement have been paid and that the terms of the Settlement
16 have been completed.

17 17. The Court sets a non-appearance case review regarding compliance with all fund
18 distribution requirements under the Settlement for _____, 2025, at _____,
19 in Dept. 12 of the above-entitled Court. A Final Report, including any declaration from the Settlement
20 Administrator regarding compliance, shall be filed with the Court no later than _____,
21 2025.

22 18. Defendant will fund the settlement account and distribute the Gross Settlement Amount
23 to the Settlement Administrator in two installments. The first installment in the amount of \$223,009.00
24 will be funded by Defendant withing fifteen (15) calendar days of the Effective Date ("First
25 Installment"). The second installment in the amount of \$35,000.00 will be funded by Defendant no later
26 than five (5) months from the Effective Date ("Second Installment"). Defendant shall also fund the
27 amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the
28 Settlement Administrator with each installment payment.

1 19. Once Defendants fully fund the Settlement by paying the amounts specified in the
2 Settlement, including the Gross Settlement Amount, Plaintiff, the Participating Class Members, and the
3 PAGA Employees, shall have, by operation of this Final Approval Order and the Judgment issued
4 thereon, fully, finally and forever released, relinquished, and discharged Defendants from the Released
5 Claims and released PAGA Claims described in the Settlement.

6 20. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give
7 notice of this final Order and Judgment to all Settlement Class Members by posting the Order and
8 Judgment for 90 days on the Settlement Administrator's website and to the LWDA, pursuant to Labor
9 Code § 2699(1)(3).

10 21. The Court retains jurisdiction to consider all further applications arising out of or in
11 connection with the settlement.

12
13 **IT IS SO ORDERED.**

14
15 Dated: _____

Hon. Charles S Treat
CONTRA COSTA COUNTY SUPERIOR COURT
JUDGE

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On the date indicated below, I served the document described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT** on the interested parties in this action by sending a true copy thereof to interested parties as follows and as stated on the attached service list:

Tara Loorz
legal.assistant@llg-law.com
LEVANGIE LONG LOORZ
 969 Prospect Park Drive, Suite 125
 Rancho Cordova, CA 95670
 Telephone: (916) 443-4849

Signature