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FILED
Superior Court of California
County of Los Angeles
06/17/2026

David W. Slayton, Executive Officer / Clerk of Court
By: A. Morales Deputy

8 Attorneys for Plaintiff(s),
9 KIMBERLY DAWN VANDERMOST, and all others similarly situated

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF LOS ANGELES**
12 **(UNLIMITED JURISDICTION)**

13 KIMBERLY DAWN VANDERMOST, on
14 behalf of herself and all others similarly situated,
15 and the general public, and as an “aggrieved
16 employee” on behalf of other “aggrieved
17 employees” and the State of California under the
18 Labor Code Private Attorneys General Act of
19 2004,

20 *Plaintiff(s),*

21 vs.

22 DYWIDAG SYSTEMS INTERNATIONAL,
23 USA, INC., a New York corporation; and DOES
24 1–50, inclusive,

25 *Defendant(s).*

Case No. 23STCV06697

**[PROPOSED] FINAL ORDER AND
JUDGMENT APPROVING CLASS
ACTION SETTLEMENT**

Hearing Information

Action filed: 3/28/2023
Hearing Date: 6/17/2026
Hearing Time: 10:00 a.m.
Hearing Dept: SSC-7, The Honorable
Samantha P. Jessner

1 This matter came on for hearing on June 17, 2026 at 10:00 a.m. in Department SSC 7 of
2 the above-captioned court on Plaintiff's Motion for Final Approval of a Class Action Settlement
3 pursuant to California Rules of Court, Rule 3.769, as set forth in the First Amended Joint
4 Stipulation of Class Action Settlement and Release of Claims (the "Settlement") filed herewith
5 which provides for a Gross Settlement Amount ("GSA") of up to \$275,000.00 in compromise of
6 all disputed claims on behalf of all persons whose employment with Defendant in California
7 terminated during the Class Period of this Settlement, March 28, 2020 through June 28, 2024
8 ("Settlement Class Period"). All capitalized terms used herein shall have the same meaning as
9 defined in the Settlement.

10 In accordance with the Court's prior Order Granting Preliminary Approval of Class Action
11 Settlement, Class Members have been given notice of the terms of the Settlement and the
12 opportunity to submit a claim, request exclusion, comment upon or object to it or to any of its
13 terms. Having received and considered the Settlement, the supporting papers filed by the Parties,
14 and the evidence and argument received by the Court in conjunction with the motions for
15 preliminary and final approval of the Settlement, the Court grants final approval of the Settlement
16 and HEREBY ORDERS, ADJUDGES, DECREES AND MAKES THE FOLLOWING
17 DETERMINATIONS:

18 1. The Court has jurisdiction over the subject matter of the Action and over all Parties
19 to the Action, including all Class Members. Pursuant to this Court's Order Granting Preliminary
20 Approval of Class Action Settlement of February 5, 2026, the Notice Packet was sent to each
21 Class Member by First Class U.S. mail. The Notice Packet informed Class Members of the terms
22 of the Settlement, their right to receive their proportional share of the Settlement, their right to
23 request exclusion, their right to comment upon or object to the Settlement, and their right to appear
24 in person or by counsel at the final approval hearing and to be heard regarding final approval of
25 the Settlement. Adequate periods of time were provided for each of these procedures. No member
26 of the Settlement Class presented written objections to the proposed Settlement as part of this
27 notice process, stated an intention to appear, or actually appeared at the final approval hearing.

28 2. For purposes of this Final Order and Judgment, the Class Members are all persons

1 whose employment with Defendant in California terminated during the Class Period during the
2 period of March 28, 2020 to June 28, 2024 (“Settlement Class Period”).

3 3. The Court finds and determines that the notice procedure afforded adequate
4 protections to Class Members and provides the basis for the Court to make an informed decision
5 regarding final approval of the Settlement based on the responses of Class Members. The Court
6 finds and determines that the notice provided in this case was the best notice practicable, which
7 satisfied the requirements of law and due process as to all persons entitled to such notice.

8 **Release by Plaintiff and Class Members.** The Parties agree that it is their intent that the
9 resolution set forth in this Settlement will release and discharge the Released Claims by way of
10 any further attempt, by lawsuit, administrative claim or action, arbitration, demand, or other action
11 of any kind by each and all of the Settlement Class Members (including participation to any extent
12 in any representative or collective action) against the Released Parties. This release will not take
13 effect until Defendant has paid the Gross Settlement Amount in full per this Settlement
14 Agreement.

15 **PAGA Release.** Plaintiff releases all claims for civil penalties that could have been
16 sought by the Labor Commissioner for the violations identified in Plaintiff’s pre-filing letter to
17 the LWDA; the Settlement does not release the individual claims of any Non-Participating Class
18 Member.

19 **“Released Claims”** shall mean all claims stated in the Operative Complaint and based
20 solely on the facts alleged in the Operative Complaint. **“Released Parties”** shall mean Defendant
21 and any related entities, its officers, directors, employees and agents.

22 4. The Court further finds and determines that the terms of the Settlement are fair,
23 reasonable and adequate, that the Settlement is ordered finally approved, and that all terms and
24 provisions of the Settlement, including the release of claims contained therein, should be and
25 hereby are ordered to be consummated, and directs the Parties to effectuate the Settlement
26 according to its terms. As of the Effective Date of Settlement, and for the duration of the
27 Settlement Class Period, all Class Members are hereby deemed to have waived and released all
28 Released Claims and are forever barred and enjoined from prosecuting the Released Claims

1 against the Released Parties as fully set forth in the Settlement. No objections were received by
2 the Parties or the Court through the date of this Final Order and Judgment. The Court finds one
3 (1) Class Member(s), Nicholas Proffitt, submitted a request for exclusion from the Settlement as
4 determined by the Administrator and therefore is not in the Settlement Class.

5 5. The Court finds and determines that (a) the Settlement Shares to be paid to
6 Participating Class Members and (b) the LWDA payment as civil penalties under the California
7 Labor Code Private Attorneys General Act of 2004, as amended, California Labor Code sections
8 2699 *et seq.*, as provided for by the Settlement are fair and reasonable. The Court hereby grants
9 final approval to, and orders the payment of, those amounts be made to the Participating Class
10 Members and to the California Labor & Workforce Development Agency (“LWDA”), in
11 accordance with the terms of the Settlement.

12 6. The Court further grants final approval to and orders that the following payments
13 be made in accordance with the terms of the Settlement:

14 a. Class Counsel fees & costs of \$91,666.67 in attorneys’ fees and \$8,651.20
15 in litigation costs to Class Counsel;

16 b. ~~\$10,000.00~~ ^{\$7,500.00} as a Class Representative Service Payment award payable to
17 Plaintiff Kimberly Dawn Vandermost for her service as a Class Representative;

18 c. \$4,500.00 in costs of the Administrator payable to Phoenix Class Action
19 Administration Solutions for its services as the Administrator; and

20 d. Payment of \$3,000.00 (75% of the \$4,000.00 PAGA penalty) to the
21 LWDA.

22 7. The settlement shall proceed as directed in the Settlement, and no payments
23 pursuant to the Settlement shall be distributed until after the Effective Date of Settlement. Without
24 affecting the finality of this Final Order and Judgment in any way, the Court retains jurisdiction
25 of all matters relating to the interpretation, administration, implementation, effectuation and
26 enforcement of this Final Order and Judgment and the Settlement pursuant to California Rule of
27 Court 3.769(h).

28 8. Within 14 calendar days of the Effective Date of Settlement, Defendant shall

1 deposit the Settlement proceeds in an account designated by the Administrator: (i) the total
2 amount of all Individual Class Payments to Participating Class Members, (ii) the Court approved
3 Class Counsel fees & costs, (iii) the Court-approved Class Representative Service Payment, (iv)
4 the Court-approved costs of the Administrator, (v) the payment to the LWDA, and (vi) the total
5 amount of all Individual PAGA Payments to Aggrieved Employees.

6 9. Defendant's payment of such sums shall be the sole financial obligation of
7 Defendant under the Settlement, and shall be in full satisfaction of all claims released herein,
8 including, without limitation, all claims for wages, penalties, interest, attorneys' fees, costs and
9 expenses.

10 10. Pursuant to CCP 384 and the Settlement, Participating Class Members shall have
11 one hundred and eighty (180) days from the date of the check's issuance to cash their Settlement
12 Share check. After the expiration of the 180-day period, on Defendant's behalf, the Administrator
13 shall remit any amounts from voided settlement checks and otherwise unclaimed, plus interest on
14 the Residue at the legal rate of interest from the date of entry of the initial judgement to the
15 California Unclaimed Property Fund.

16 11. Nothing in this Final Order and Judgment shall preclude any action to enforce the
17 Parties' obligations under the Settlement or hereunder, including the requirement that Defendant
18 deposit funds for distribution by the Administrator to Participating Class Members in accordance
19 with the Settlement.

20 12. The Court hereby enters final judgment in this case in accordance with the terms
21 of the Settlement, Order Granting Preliminary Approval of Class Action Settlement, and this Final
22 Order and Judgment.

23 13. The Parties are hereby ordered to comply with the terms of the Settlement.

24 14. The Parties shall bear their own costs and attorneys' fees except as otherwise
25 provided by the Settlement and this Final Order and Judgment.

26 15. The Settlement is not an admission by Defendant nor is this Final Order and
27 Judgment a finding of the validity of any claims in the Action or of any wrongdoing by Defendant.
28 Furthermore, the Settlement is not a concession by Defendant and shall not be used as an

1 admission of any fault, omission, or wrongdoing by Defendant. Neither this Final Order and
2 Judgment, the Settlement, any document referred to herein, any exhibit to any document referred
3 to herein, any action taken to carry out the Settlement, nor any negotiations or proceedings related
4 to the Settlement are to be construed as, or deemed to be evidence of, or an admission or
5 concession with regard to, the denials or defenses of Defendant, and shall not be offered in
6 evidence in any proceeding against the Parties hereto in any Court, administrative agency, or other
7 tribunal for any purpose whatsoever other than to enforce the provisions of this Final Order and
8 Judgment. This Final Order and Judgment, the Settlement and exhibits thereto, and any other
9 papers and records on file in the Action may be filed in this Court or in any other litigation as
10 evidence of the settlement by Defendant to support a defense of res judicata, collateral estoppel,
11 release, or other theory of claim or issue preclusion or similar defense as to the Released Claims.

12 16. This document shall constitute a Judgment for purposes of California Rule of
13 Court 3.769(h).

14 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

15 06/17/2026



16 

Samantha Jessner / Judge

17 **DATE**

18 **THE HONORABLE SAMANTHA P. JESSNER**
19 **SUPERIOR COURT JUDGE**
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