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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

OCT 30 2024

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF RIVERSIDE

NORMA BACANI, on behalf of herself and
all others similarly situated,

Plaintiff,

v.

HDR ENGINEERING, INC., a Nebraska
Corporation; and DOES 1-50, inclusive.

Defendants.

CASE NO.: CVRI2301360

Assigned to the Hon. Harold W. Hopp

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT
AND ENTRY OF FINAL JUDGMENT
THEREON**

~~PROPOSED~~ ORDER GRANTING FINAL APPROVAL OF SETTLEMENT

1 The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set
2 forth in the Class Action and PAGA Settlement Agreement ("Settlement Agreement") came for
3 a hearing on October 30, 2024, in Department 1 of the above-entitled court. The
4 Settlement Agreement is titled "Class Action and PAGA Settlement Agreement" and was
5 included as Exhibit "B" to the Declaration of Mehrdad Bokhour in Support of Plaintiff's
6 Motion for Final Approval of Class Action Settlement filed on October 4, 2024, which is
7 available at the Court's website at:

8 [https://epublicaccess.riverside.courts.ca.gov/publicportal/?q=paidRecords/document/cas](https://epublicaccess.riverside.courts.ca.gov/publicportal/?q=paidRecords/document/case/CVRI2203190)
9 [e/CVRI2203190](https://epublicaccess.riverside.courts.ca.gov/publicportal/?q=paidRecords/document/case/CVRI2203190).

10 A copy of the Settlement Agreement is also on file with the Court and available to Class
11 Members who request it by contacting the Settlement Administrator, ILYM Group, Inc. (P.O.
12 Box 2031, Tustin, CA 92781, Telephone: (888) 250-6810)

13 The Final Approval Motion was unopposed by Defendant HDR Engineering, Inc.
14 ("Defendant").

15 Having considered the Final Approval Motion, the Settlement Agreement, the
16 Declarations, and all other materials properly before the Court and having conducted an inquiry
17 pursuant to California Rules of Court, rule 3.769(g), the Court finds that all parties entered the
18 Settlement Agreement in good faith, and the Settlement Agreement is approved. Due and
19 adequate notice having been given to the Class, and the Court having considered the Settlement
20 Agreement, all papers filed, and proceedings had herein, and all oral and written comments
21 received regarding the proposed settlement, and having reviewed the record in this Action, and
22 good cause appearing,

23 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

- 24 1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all
25 defined terms (*i.e.*, terms with initial capitalization) as set forth in the Settlement Agreement.
- 26 2. The Court has jurisdiction over the subject matter of this Action, the Class
27 Representative, the Class Members, the PAGA Employees and claim, and Defendant.
- 28

1 3. The Court finds that the distribution of the Class Notice, as provided for in the
2 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable
3 under the circumstances to all Class Members and fully met the requirements of California law
4 and due process under the California and United States Constitution. Based on evidence and
5 other material submitted, the actual notice to the class was adequate.

6 4. The Court finds that the instant Action presented a good faith dispute of the
7 claims alleged, and the Court finds in favor of settlement approval. Specifically, the claims on
8 behalf of the Class Members, which Defendant disputed, included all claims that were asserted
9 and reasonably arising out of the facts alleged in Plaintiff's original Complaint and Amended
10 Complaint, including claims arising out of any alleged failure to pay all minimum, regular,
11 prevailing and overtime wages, failure to provide meal periods and premium payments in lieu
12 thereof, failure to provide rest periods and premium payments in lieu thereof, failure to
13 reimburse business expenses, failure to provide accurate itemized wage statements (based on
14 both direct and derivative theories of liability), failure to timely pay all wages due at separation,
15 violation of California Business & Professions Code, sections 17200 *et seq.*, and any and all
16 related penalties that arose during the Class Period. Plaintiff also alleged PAGA claims based
17 on these underlying alleged claims, as further specified in Plaintiff's Complaint, Amended
18 Complaint, and the Labor and Workforce Development ("LWDA") notice letter.

19 5. No Class Member objected to the Settlement, and six Class Members requested
20 exclusion from the Settlement. All Participating Class Members are entitled to payment
21 pursuant to the Settlement and this Judgment.

22 6. The Court approves the Settlement, as set forth in the Settlement Agreement and
23 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling
24 Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the
25 Settlement Agreement.

26 7. The Settling Parties are to bear their own fees and costs, except as otherwise
27 provided in the Settlement Agreement.
28

1 8. For purposes of effectuating this Order and Judgment, this Court has certified the
2 following class: "All current and former non-exempt employees employed by Defendant at any
3 time during the period of March 16, 2019, through February 17, 2024." The PAGA Employees
4 are all persons who are or were previously employed by Defendant in California and classified
5 as a non-exempt or hourly employee at any time from March 15, 2022, through February 17,
6 2024. The Court deems this definition sufficient for purposes of California Rules of Court, rule
7 3.765(a).

8 9. With respect to the Settlement Class and for purposes of approving this
9 Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable
10 and so numerous that joinder of all members is impracticable; (b) there are questions of law or
11 fact common to the Class Members, and there is a well-defined community of interest among
12 the Class Members with respect to the subject matter of the Action; (c) the claims of the Class
13 Representative are typical of the claims of the Class Members; (d) the Class Representative has
14 fairly and adequately protected the interests of the Class Members; (e) class action is superior to
15 other available methods for an efficient adjudication of this controversy; and (f) the counsel of
16 record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for the
17 Plaintiff in his individual and representative capacity and for the Settlement Class.

18 10. By this Judgment, the Class Representative shall release, relinquish, and
19 discharge, and each of the Participating Class Members shall be deemed to have, and by
20 operation of the Judgment, shall have, fully, finally, and forever released, relinquished, and
21 discharged all Released Claims against the Released Parties, as defined and specified in the
22 Settlement Agreement.

23 11. By this Judgment, Plaintiff and the State of California (acting through Plaintiff
24 as its deputized representative), and each PAGA Employee, will forever completely release and
25 discharge the Released Parties from the Released PAGA Claims, as defined and specified in the
26 Settlement Agreement.

27 12. Plaintiff may not use this Final Approval Order, the Settlement Agreement, nor
28 any document referred to herein, nor any action taken to carry out the Settlement Agreement as

1 an admission by or against Defendant or any of the other Released Parties of any fault,
2 wrongdoing or liability whatsoever. This Final Approval Order is not a finding of the validity of
3 any claims in the Action or any wrongdoing by Defendant or any of the other Released Parties.

4 13 The Court finds that the Settlement Amount of \$1,800,000 is fair, reasonable,
5 and adequate and awards the payments set forth below from the Settlement Amount:

6 A) \$600,000 to Class Counsel for attorneys' fees in light of the benefit obtained on
7 behalf of the Class, which shall be split equally between Falakassa Law, P.C. and Bokhour Law
8 Group, P.C.;

9 B) \$16,113.51 to Class Counsel for costs/expenses, which shall be awarded to
10 Bokhour Law Group, P.C.;

11 C) \$10,000 to Class Representative Norma Bacani as a Service Award;

12 D) \$10,000 to the Settlement Administrator, ILYM Group, Inc.;

13 E) A PAGA Award of \$25,000, consisting of \$18,750 to the LWDA and \$6,250 to
14 PAGA Employees; and

15 F) After deducting the foregoing payments from the Settlement Amount, the
16 remainder shall form the Net Settlement Amount payable to the Participating Class Members as
17 set forth in the Settlement Agreement and as calculated by the Settlement Administrator.

18 14. With the sole exception of employer-side taxes due on individual settlement
19 payments to Participating Class Members (which Defendant will pay in addition to the Gross
20 Settlement Amount), the Gross Settlement Amount is the maximum amount that Defendant will
21 pay for any reason in connection with the Settlement Agreement or this Order.

22 15. The Settlement Administrator is directed to calculate the Participating Class
23 Member's Individual Settlement Payments from the Net Settlement Amount and issue all
24 payments within in accordance with the Settlement Agreement and the timeline set forth below:

25 The date the Court enters a Judgement on its 26 Order Granting Final Approval of the 27 Settlement	The Effective Date occurs.
28 Within 180 days of the Effective Date	Defendant shall issue the final payment to the Settlement Administrator.

Within seven days after receipt of Payment	Settlement Administrator to issue all Individual Settlement Payments to the Participating Class Members, payment to Class Counsel for the Attorneys' Fees and Costs Award, the Service Payment to the Class Representative, and the payment to the LWDA for PAGA penalties.
180 days after payment is issued	Deadline for Class Members to cash checks.
October 30, 2025	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and status of process of forwarding unclaimed funds to the State Controller.
November 06, 2025 at 8:30 AM in Department 1	Non-appearance hearing re: status of disbursement, filing of Declaration from Administrator.

16. Concurrently with mailing the settlement checks to the Class Members, the Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: "Please be advised that on [insert date], 2024, the Superior Court of California for the County of Riverside entered Judgment in the case entitled *Bacani v. HDR Engineering, Inc.*, Case No. CVRI2301360, on behalf of all current and former non-exempt employees employed by Defendant at any time during the period of March 16, 2019, through February 17, 2024, pursuant to an approved settlement of disputed claims." In addition, the Settlement Administrator shall ensure the envelope transmitting the settlement distribution checks to Class Members bears the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED," and mail a reminder postcard to any Class Member whose settlement distribution check has not been negotiated within 60 days after the date of mailing. Furthermore, if (i) any of the Class Members are current employees of Defendant, (ii) the distribution mailed to those employees is returned to the Settlement Administrator as being undeliverable, and (iii) the Settlement Administrator is unable to locate a valid mailing address,

1 the Settlement Administrator shall arrange with Defendant to have those distributions delivered
2 to the employees at their place of employment.

3 17. The Class Members shall have 180 days from the date of issuance by the
4 Settlement Administrator to negotiate the settlement check. If a Class Member does not
5 negotiate his/her check within this time period, the check will be canceled. The value of the
6 unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash
7 a settlement check shall be issued to the State Controller's Office for the State of California in
8 the name of the Class Member.

9 18. This document shall constitute a Judgment for purposes of California Rule of
10 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
11 Class Representative, the Class Members, and Defendant for the purposes of supervising the
12 implementation, enforcement, construction, administration, and interpretation of the Settlement
13 Agreement and this Judgment.

14
15 **IT IS SO ORDERED.**

16
17 Dated: 10/30/24


HON. HAROLD W. HOPP
JUDGE OF THE SUPERIOR COURT