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11 Attorneys for Plaintiff
TANYA PEREZ

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF RIVERSIDE**
14

15 TANYA PEREZ, individually, and on behalf of
others similarly situated,

16 Plaintiff,

17 vs.

18 COMMERCIAL LIGHTING INDUSTRIES,
19 INC., a California corporation; and DOES 1
through 50, inclusive,

20 Defendants.
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Case No Case No.: CVRI2301807

*Assigned for all purposes to the Honorable
Harold W. Hopp, Dept. 1*

**NOTICE OF ENTRY OF SETTLEMENT
APPROVAL ORDER AND JUDGMENT**

Date: December 6, 2024

Time: 8:30 a.m.

Dept.: 1

Complaint Filed: April 10, 2023

FAC Filed: June 7, 2023

Trial Date: Not set

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

2 **PLEASE TAKE NOTICE** that on December 6, 2024, at 8:30 a.m. in Department 1 of the
3 above-entitled Court, a hearing was held on Plaintiff Tanya Perez's unopposed Motion for Approval
4 of PAGA Settlement ("Motion"). S. Emi Minne, Esq. of Parker & Minne, LLP appeared on behalf of
5 Plaintiff Tanya Perez. At the hearing, the Court granted Plaintiff's Motion in its entirety, and entered
6 the Settlement Approval Order and Judgment thereon.

7 A true and correct copy of a Settlement Approval Order and Judgment entered by the Court on
8 December 6, 2024 is attached hereto as Exhibit 1.

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10 Dated: December 6, 2024

PARKER & MINNE, LLP

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12 By:



13 S. Emi Minne
14 Attorneys for Plaintiff
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EXHIBIT 1

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

DEC 06 2024

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Case No.: CVRI2301807

*Assigned for all purposes to the Honorable
Harold W. Hopp, Dept. 1*

**~~[PROPOSED]~~ FINAL APPROVAL ORDER
AND JUDGMENT**

Date: December 6, 2024
Time: 8:30 a.m.
Dept.: 1

Complaint Filed: April 10, 2023
FAC Filed: June 7, 2023
Trial Date: Not set

~~[PROPOSED]~~ FINAL APPROVAL ORDER AND JUDGMENT

1 Plaintiff Tanya Perez's unopposed Motion for Final Approval of Class Action and PAGA
2 Settlement ("Motion") in the above-captioned matter came for hearing on December 6, 2024,
3 before the Honorable Harold W. Hopp in Department 1 of the above-entitled Court located at
4 4050 Main Street, Riverside, California 92501.

5 On August 23, 2024, the Court entered an Order Granting Preliminary Approval of Class
6 Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving
7 the settlement of the above-entitled action in accordance with the Joint Stipulation of Class Action
8 and PAGA Settlement (hereinafter, "Agreement" or "Settlement") attached as Exhibit 1 to the
9 Declaration of S. Emi Minne in Support of Plaintiff's Motion for Preliminary Approval of Class
10 Action and PAGA Settlement (originally filed on June 14, 2024) and the Stipulation to Amend
11 Joint Stipulation of Class Action and PAGA Settlement (hereinafter, "Stipulated Amendment")
12 attached as Exhibit 2 to the Supplemental Declaration of S. Emi Minne in Support of Plaintiff's
13 Motion for Preliminary Approval of Class Action and PAGA Settlement (originally filed on
14 August 6, 2024) which, together with the exhibits thereto, set forth the terms and conditions for
15 settlement of this Action.

16 Due and adequate notice having been given to all Class Members as required in the
17 Preliminary Approval Order, and the Court having considered the Agreement, Plaintiff's Motion
18 and all documents submitted in support thereof, all papers filed and proceedings had herein, and
19 otherwise being fully informed and good cause appearing therefore, **IT IS HEREBY**
20 **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

21 1. Pursuant to California law, this Court hereby grants final approval of the
22 Agreement and the Stipulated Amendment. The Agreement and the Stipulated Amendment are
23 hereby deemed incorporated into this Final Order and Judgment. All terms used herein shall have
24 the same meaning as defined in the Agreement and the Stipulated Amendment.

25 2. This Court has jurisdiction over the subject matter of this Action and over all
26 Parties to this Action, including all Class Members.

1 3. The Court finds that the requirements of California Code of Civil Procedure
2 section 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to
3 the Class and the Settlement. The Court hereby makes its earlier provisional certification of the
4 Class for settlement purposes, as set forth in the Preliminary Approval Order, final. The Class is
5 hereby defined to include:

6 All current and former hourly-paid, non-exempt employees of Defendant
7 Commercial Lighting Industries, Inc. who were employed by Defendant
8 Commercial Lighting Industries, Inc. in the State of California at any time during
the period commencing on April 10, 2019, and ending on April 12, 2024.

9 4. The Court hereby confirms S. Emi Minne and Jill J. Parker of Parker & Minne,
10 LLP and Benjamin Smith of Smith Law as Class Counsel in the Action.

11 5. The Court concludes that distribution of the Notice, Objection Form and Request
12 for Exclusion Form (collectively, "Notice Packet") directed to the Class Members as set forth in
13 the Agreement and the other matters set forth therein has been completed in conformity with the
14 Preliminary Approval Order and constituted the best notice practicable under the circumstances.
15 The Court concludes that the Administrator, Apex Class Action LLC, took all reasonable and
16 necessary steps to locate and notify each Class Member of the Agreement, as required in the
17 Preliminary Approval Order. The Notice Packet given to the Class fully and accurately informed
18 the Class of all material elements of the Settlement and their opportunity to object or comment
19 thereon; was the best notice practicable under the circumstances; was valid, due and sufficient
20 notice to all Class Members; and complied fully with the laws of the State of California, Federal
21 Rules of Civil Procedure, the United States Constitution, due process, and other applicable law.
22 The Notice Packet fairly and adequately described the Settlement and provided Class Members
23 adequate instructions and a variety of means to obtain additional information.

24 6. The Court hereby finds the Agreement was entered into in good faith pursuant to
25 and within the meaning of California Code of Civil Procedure section 877.6. For the reasons set
26 forth in the Preliminary Approval Order, and in the proceedings at the Final Approval hearing,
27 which are adopted and incorporated herein by reference, the Court further finds that Plaintiff has
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1 satisfied the standards and applicable requirements for final approval of this class action
2 settlement under California law, including the provisions of California Code of Civil Procedure
3 section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state
4 courts in *Vasquez v. Superior Court*, 4 Cal.3d 800, 821 (1971).

5 7. The Court finds that the Settlement is, in all respects, fair, adequate and
6 reasonable, and in the best interests of the Class as a whole. More specifically, the Court finds
7 that the Settlement was reached following meaningful informal discovery and investigation by
8 Class Counsel; that the Settlement is the product of intensive, serious and non-collusive arms-
9 length negotiations between the parties; and that the terms of the Settlement are in all respects
10 fair, adequate, and reasonable. In so finding, the Court has considered all of the evidence
11 presented, including evidence regarding the strength of Plaintiff's claims, Defendant's potential
12 exposure; the risk, expense, complexity, and delay associated with further litigation; the risk of
13 maintaining Plaintiff's claims through class certification, trial, and appeals; the amount offered
14 in the Settlement and the benefit provided to Class Members; the extent of investigation and
15 informal discovery completed; the experience and views of Class Counsel; and the absence of
16 objections to the Settlement, as well as other relevant factors. Accordingly, the Court hereby
17 directs that the Settlement be affected in accordance with the Agreement and the terms and
18 conditions set forth in this Judgment.

19 8. A full opportunity has been afforded to Class Members to participate in this
20 hearing, and all persons wishing to be heard have been heard. Accordingly, the Court determines
21 that all Class Members who did not timely and properly request exclusion from the Settlement
22 ("Participating Class Members") are bound by the Settlement and by this Judgment.

23 9. The Court hereby finds that there have been zero (0) objections to the Agreement.
24 The deadline for Class Members to submit written objections to the Agreement was November
25 25, 2024. The Court also finds that there were zero (0) objections at the hearing on Final Approval.

26 10. The Court hereby finds that zero (0) Class Members have requested to be excluded
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1 from the Settlement. The deadline for Class Members to request to be excluded from the
2 Agreement was November 25, 2024. Accordingly, 105 Participating Class Members are bound by
3 this Judgment.

4 11. Upon entry of this Judgment and complete remittance of the Gross Settlement
5 Amount and all applicable employer-side payroll taxes by Defendant to the Administrator,
6 Participating Class Members, shall fully release and discharge Released Parties from means all
7 claims, rights, demands, liabilities and causes of action that are alleged, or reasonably could have
8 been alleged based on the factual allegations and claims asserted in the Class Action arising
9 during the Class Period, including the following claims: (1) Violation of California Labor Code
10 §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a)
11 (Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Unpaid Rest
12 Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1. (Unpaid
13 Minimum Wages); (5) Violation of California Labor Code §§ 201, 202 and 203 (Final Wages Not
14 Timely Paid); (6) Violation of California Labor Code § 226(a) (Non-Compliant Wage
15 Statements); (7) Violation of California Labor Code §§ 2800 and 2802 (Unreimbursed Business
16 Expenses); and (8) claims for unfair or unlawful business practices under California Business &
17 Professions Code sections 17200, et seq. which are predicated on violations of Labor Code
18 sections 201, 202, 203, 226(a), 226.7, 510, 512(a), 1194, 1197, 1197.1, 1198, 2800, and 2802.
19 This release is limited to claims arising during the Class Period.

20 12. Upon entry of this Judgment and complete remittance of the Gross Settlement
21 Amount by Defendant to the Administrator, Plaintiff and the State of California shall fully release
22 and discharge the Released Parties from any and all claims for the recovery for civil penalties,
23 attorneys' fees and costs permissible under PAGA which Plaintiff and/or the State of California
24 had, or may claim to have, against Released Parties, for violations of the California Labor Code
25 that were described in Plaintiff's PAGA Notice to the Labor and Workforce Development Agency
26 and that are alleged in the operative complaint in the Action, including failure to pay overtime
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1 compensation, failure to pay minimum wages, failure to provide compliant meal and rest breaks,
2 failure to pay meal and rest period premiums, failure to pay all wages owed at discharge or
3 resignation; failure to timely pay wages during employment; failure to provide complete and
4 accurate wage statements; failure to keep complete and accurate payroll records; failure to
5 reimburse necessary business-related expenses; and violations of Labor Code sections 201, 202,
6 203, 204, 226(a), 226.3, 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2698, *et seq.*,
7 2800, and 2802. This release is limited to claims arising during the PAGA Period.

8 13. Upon entry of this Judgment and remittance of the Gross Settlement Amount by
9 Defendant to the Administrator, in consideration for her Class Representative Enhancement
10 Payment, Plaintiff Tanya Perez, for herself only, also fully releases the Released Parties from any
11 and all Released Class Claims and Released PAGA Claims, and also generally releases and
12 discharges the Released Parties from any and all claims, demands, obligations, causes of action,
13 rights, or liabilities of any kind which have been or could have been asserted against the Released
14 Parties arising out of or relating to her employment by Defendant or termination thereof, including
15 but not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination,
16 harassment or wrongful termination of employment. This release specifically includes any and
17 all claims, demands, obligations and/or causes of action for damages, restitution, penalties,
18 interest, and attorneys' fees and costs (except provided by the Settlement Agreement) relating to
19 or in any way connected with the matters referred to herein, whether or not known or suspected
20 to exist, and whether or not specifically or particularly described herein. Plaintiff Tanya Perez has
21 expressly waived all rights and benefits afforded by California Civil Code Section 1542, which
22 provides:

23 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
24 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
25 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
26 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE
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1 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
2 DEBTOR OR RELEASED PARTY.

3 This release specifically excludes any claims Plaintiff Tanya Perez has or may have that are
4 not waivable by law, including claims for unemployment insurance, disability, social security,
5 and workers compensation, and the right to receive benefits under any retirement plan.

6 14. The Court finds the settlement payments provided for under the Agreement to be
7 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement,
8 the Court orders Defendant to fund the Gross Settlement Amount of \$465,000.00 for to provide
9 payments for Individual Class Member Payments, Individual PAGA Payments, the Class
10 Representative Enhancement Payment, Class Counsel's Fees and Costs, Settlement
11 Administration Costs, and PAGA Penalties to the LWDA. The Court further orders Defendant to
12 separately pay any and all employer payroll taxes owed on the wage portion of the Individual
13 Class Payments. Defendant shall fund and the Settlement Administrator shall distribute these
14 amounts in accordance with the terms of the Agreement. Defendant shall fund the Gross
15 Settlement Amount and employer-side payroll taxes in two installment payments, as follows: (i)
16 the first payment in the amount of \$265,000.00, plus any employer-side payroll taxes calculated
17 by the Settlement Administrator, shall be deposited by Defendant into a Qualified Settlement
18 Fund("QSF") established by the Settlement Administrator within thirty (30) calendar days of
19 entry of this Final Approval Order and Judgment; (2) the second and final payment in the amount
20 of \$200,000.00 shall be deposited by Defendant into the QSF no later than ninety (90) days after
21 the first installment payment.

22 15. Pursuant to the terms of the Agreement, and the authorities, evidence and argument
23 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the
24 amount of \$155,000.00 from the Gross Settlement Amount. This award of attorneys' fees shall
25 be allocated between Class Counsel in accordance with the separate and independent agreement
26 between Class Counsel as follows: \$85,250.00 shall be paid to Parker & Minne, LLP, and
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1 \$69,750.00 shall be paid to Smith Law.

2 16. Pursuant to the terms of the Agreement, and the authorities, evidence and argument
3 submitted by Class Counsel, the Court hereby awards reimbursement of costs and expenses
4 incurred by Class Counsel in the amount of \$10,830.29 from the Gross Settlement Amount. This
5 award of costs and expenses shall be allocated between Class Counsel as follows: \$470.19 shall
6 be paid to Parker & Minne, LLP, and \$10,360.10 shall be paid to Smith Law.

7 17. The award of attorneys' fees and costs is the final payment for and complete
8 satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel
9 and any other person or entity related to the Action. The Court further orders that the award of
10 attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the terms
11 of the Agreement.

12 18. The Court hereby approves and orders a Class Representative Enhancement
13 Payment of \$10,000.00 to Plaintiff Tanya Perez from the Gross Settlement Amount in
14 accordance with the terms of the Agreement.

15 19. The Court find that the settlement of the Released PAGA Claims for \$30,000.00,
16 which is designated and allocated as penalties under the California Labor Code Private Attorneys
17 General Act of 2004, is fair, reasonable, and appropriate, and is hereby approved. The Court
18 further approves allocation and payment of the PAGA Penalties as follows: \$22,500.00 (75% of
19 \$30,000.00 to the California Labor Workforce Development Agency, and \$7,500.00 (25% of
20 \$30,000.00) to PAGA Members on a *pro rata* basis as set forth in the Agreement. 100% of the
21 amounts distributed to PAGA Members as penalties under PAGA shall be reported on an IRS
22 Form-1099.

23 20. The Court also hereby approves and orders payment from the Gross Settlement
24 Amount for actual settlement administration expenses incurred by the Administrator, Apex Class
25 Action LLC, in the amount of \$6,990.00.

26 21. The Court hereby approves and orders payment of Individual Class Payments from
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1 the Net Settlement Amount to the Participating Class Members and payment of Individual PAGA
2 Payments to PAGA Members on a *pro rata* basis as set forth in the Agreement. The envelopes
3 transmitting checks for Individual Class Payments and Individual PAGA Payments shall bear
4 the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

5 22. Provided the Settlement becomes effective under the terms of the Agreement, the
6 Court also hereby orders that the Administrator distribute the Individual Class Member
7 Payments, Individual PAGA Payments, the Class Representative Enhancement Payment, Class
8 Counsel's Fees and Costs payment, Settlement Administration Costs payment, and PAGA
9 Penalties to the LWDA within fourteen (14) calendar days of receipt of the full Gross Settlement
10 Amount.

11 23. The Court also hereby approves and orders that any checks distributed from the
12 Gross Settlement Amount that remain un-cashed after one hundred and eighty (180) calendar
13 days after being issued shall be void. All uncashed settlement checks shall be transferred to the
14 Controller of the State of California to be held pursuant to the Unclaimed Property Law,
15 California Civil Code § 1500, *et seq.* for the benefit of the Class Member or Aggrieved Employee
16 who did not cash their checks until such time that they claim their property, or the property is
17 otherwise disposed of pursuant to the Unclaimed Property Law.

18 24. The Settlement Administrator is hereby ordered to mail a reminder postcard to any
19 Participating Class Member and/or PAGA Member whose Settlement check has not been
20 negotiated within 60 calendar days after the initial date of mailing.

21 25. If any Participating Class Members or PAGA Members are current employees of
22 Defendant, and the Settlement check mailed to those employees are returned to the Settlement
23 Administrator as undeliverable, and the Settlement Administrator is unable to locate a valid
24 mailing address, the Settlement Administrator shall arrange with Defendant to have those
25 Settlement checks delivered to the employee at their place of employment.

26 26. Without affecting the finality of this Judgment, the Court shall retain continuing
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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.

27. A post-approval final accounting hearing shall be held on November 3, 2025 at 8:30 a.m. in Dept. 1 of the above-entitled court, located at 4050 Main Street, Riverside, California 92501. Class Counsel shall submit a final compliance status report by no later than October 27, 2025.

28. Notice of this Order and Judgment, which shall include a complete copy of this Order and Judgment, shall be posted by the Administrator, Apex Class Action LLC, on its website for a period of at least sixty (60) days.

29. Plaintiff shall file and serve formal Notice of Entry of Judgment with the California Labor and Workforce Development Agency (LWDA).

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: 12/6/24


Honorable Harold W. Hopp
Judge of the Superior Court