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FILED
5/20/2025

FRESNO COUNTY SUPERIOR COURT
By egarcia DEPUTY

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FRESNO COUNTY SUPERIOR COURT
By: Estela Gonzalez, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF FRESNO**

MARINO LEZA, individually, and on behalf
of other members of the general public
similarly situated;

Plaintiff,

v.

AMERICAN PROMOTIONAL EVENTS,
INC. - WEST DBA TNT FIREWORKS, a
California corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No.: 22CECG03940

Assigned for All Purposes to:
Honorable Jonathon Skiles
Department 503

CLASS ACTION

**~~PROPOSED~~ AMENDED ORDER OF
FINAL APPROVAL AND JUDGMENT**

Hearing Date: May 6, 2025
Hearing Time: 3:30 p.m.
Hearing Place: Department 503

Complaint Filed: December 9, 2022
FAC Filed: December 20, 2023
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiffs Marino Leza and Robert
2 Vasquez’s (“Plaintiffs”) Motion for Final Approval of Class Action Settlement, and considering
3 papers submitted in support, including the Class Action and PAGA Settlement Agreement
4 (“Settlement Agreement,” “Settlement,” or “Agreement”), **FINDS AND ORDERS:**

5 On June 13, 2024, Plaintiffs and Defendant American Promotional Events, Inc. – West
6 DBA TNT Fireworks (“Defendant”) entered the Settlement Agreement.

7 On November 19, 2024, the Court entered an order preliminarily approving the
8 settlement of this lawsuit (“Preliminary Approval Order”), consistent with the Code of Civil
9 Procedure section 382 and Rule of Court 3.769, ordering notice to be sent to the Class Members,
10 providing Class Members with an opportunity to object to the Settlement or exclude themselves
11 from the Class, and scheduling a Final Approval Hearing.

12 On May 6, 2025, the Court held a Final Approval Hearing.

13 1. Incorporation of Other Documents. This Amended Order of Final
14 Approval and Judgment (“Order and Judgment”) incorporates the Settlement Agreement. Unless
15 otherwise provided herein, all capitalized terms in this Order and Judgment shall have the same
16 meaning as set forth in the Settlement Agreement.

17 2. Jurisdiction. Because adequate notice has been disseminated, and all Class
18 Members have been given the opportunity to request exclusion from the Class, the Court has
19 personal jurisdiction over the claims of all Class Members. The Court has subject matter
20 jurisdiction over this matter, including jurisdiction to approve the Settlement and grant final
21 certification of the Class.

22 3. Final Class Certification. The Court finds that the Class satisfies all
23 applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due
24 process. Accordingly, the Court certifies the Class consisting of all current and former non-
25 exempt, hourly employees employed at Defendant’s California facilities during the period from
26 December 9, 2018 through January 13, 2024 (“Class,” “Class Members,” and “Class Period”).
27
28

1 There are four hundred (400) Class Members who did not submit valid and timely Requests for
2 Exclusion from the Settlement (“Participating Class Members”).¹

3 4. Adequacy of Representation. Class Counsel fully and adequately
4 represented the Class in entering and implementing the Settlement and satisfied the requirements
5 of Code of Civil Procedure section 382.

6 5. Class Notice. The Court finds that the Court Approved Notice of Class
7 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) and its
8 distribution to Class Members have been implemented pursuant to the Agreement and
9 Preliminary Approval Order. The Court finds that the Class Notice:

- 10 a. Constitutes notice reasonably calculated to apprise the Class Members of:
11 (i) the pendency of this lawsuit; (ii) material terms and provisions of the
12 Settlement and their rights; (iii) their right to object to any aspect of the
13 Agreement; (iv) their right to exclude themselves from the Settlement;
14 (v) their right to receive settlement payments; (vi) their right to appear at
15 the Final Approval Hearing; and (vii) the binding effect of the orders and
16 judgment in this lawsuit on all Participating Class Members;
17 b. Constitutes notice that fully satisfied the requirements of Code of Civil
18 Procedure section 382, Rule of Court 3.769, and due process;
19 c. Constitutes the best practicable notice to Class Members under the
20 circumstances of this lawsuit; and
21 d. Constitutes notice reasonable, adequate, and sufficient to Class Members.

22 6. Final Settlement Approval. The terms and provisions of the Agreement
23 have been entered into in good faith, resulting from arm’s-length negotiations by experienced
24 counsel who have carried out and meaningfully investigated the disputed claims. The Settlement
25 Agreement and all its terms and provisions are fully and finally approved as fair, reasonable,
26

27 ¹ The Administrator mailed Class Notices to four hundred one (401) Class Members and
28 received one (1) request for exclusion. As a result, there are four hundred (400) Participating
Class Members.

adequate, and in the best interests of the Parties. The Parties shall implement the Settlement Agreement according to its terms and provisions.

7. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude any action to enforce the terms and provisions of the Settlement Agreement.

8. Binding Effect. The terms and provisions of the Settlement Agreement and this Order and Judgment are binding on Plaintiffs, Participating Class Members, Aggrieved Employees, and their spouses, heirs, registered domestic partners, executors, administrators, successors, and assigns. Those terms shall have res judicata and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons to the extent those claims, lawsuits, or other proceedings involve matters that were or could have been raised in this lawsuit and are encompassed by the Released Class Claims and Released Private Attorneys General Act of 2004 (“PAGA”) Claims.

9. Release by Participating Class Members. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from Released Class Claims.

a. Release by Aggrieved Employee. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, all Participating Class Members, all Aggrieved Employees, on behalf of themselves and their former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from Released PAGA Claims.

b. Release by Plaintiffs. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs and their former and present spouses, representatives, agents, attorneys, heirs,

administrators, successors, and assigns generally release and discharge the Released Parties from Plaintiffs' Release.

- c. Released Parties. The Released Parties include Defendant, and its past and present parent companies, affiliates, controlling persons, subsidiaries, directors, officers, members, shareholders and investors, partners, agents, attorneys, employees, and benefit plans sponsored by any such entities, and affiliate entities managed by or associated with Defendant.

10. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. The Court finds the Class Counsel Fees Payment of \$41,965, to be reasonable and appropriate. The Court finds the Class Counsel Litigation Expenses Payment for reimbursement of actual litigation costs of \$16,496.09, to be reasonable and appropriate. Such fees and costs are to be paid pursuant to the Settlement terms and provisions. Defendant shall not be required to pay for any other attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiffs or Class Members. Defendant shall also not be required to pay for any other attorneys' fees or expenses, costs, or disbursements incurred by Plaintiffs or Class Members in connection with or related to this Action, Settlement, settlement administration, and/or Released Class Claims and Released PAGA Claims.

- a. Courts have an independent right and responsibility to review Class Counsel Fees Payments and only award so much as determined reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-128.) Considering the results achieved, financial risk undertaken, difficulty of this litigation, skills required, percentage fees awarded in other cases, and contingent fees charged in the private marketplace, the Court finds that the Class Counsel Fees Payment is reasonable and is approved.

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1 b. The Court reviewed the Declaration of Douglas Han regarding costs
2 expended in prosecuting this case. Pursuant to the Settlement, Class
3 Counsel may seek reimbursement of up to \$20,000 in litigation costs. The
4 Court finds that Class Counsel expended \$16,496.09 in litigation costs and
5 that such costs were reasonable. Thus, the Court approves the Class
6 Counsel Litigation Expenses Payment of \$16,496.09 as reimbursement of
7 Class Counsel's litigation costs.

8 11. Class Representative Service Payments. The Court finds the Class
9 Representative Service Payments of \$5,000 to Plaintiff Leza and \$3,000 to Plaintiff Vasquez, to
10 be paid to Plaintiffs out of the Gross Settlement Amount, to be reasonable and appropriate. The
11 Class Representative Service Payments are to be paid pursuant to the terms and provisions set
12 forth in the Settlement Agreement.

13 a. The rationale for making enhancement payments is that class
14 representatives should be compensated for the expense and risk incurred in
15 conferring a benefit on the Class. Criteria courts consider include: (i) class
16 representative risk in commencing suit; (ii) notoriety and personal
17 difficulties encountered; (iii) amount of time and effort spent by class
18 representatives; (iv) litigation duration; and (v) personal benefit (or lack
19 thereof) enjoyed by class representatives.

20 b. The Court reviewed Plaintiffs' declarations outlining their involvement in
21 this case. Given the risks inherent in serving as class representatives,
22 duration of the case, time involved, and benefits created for the Class, the
23 Court approves the Class Representative Service Payments of \$5,000 to
24 Plaintiff Leza and \$3,000 to Plaintiff Vasquez.

25 12. Administration Expenses Payment. The Court finds the Administration
26 Expenses Payment of \$10,500, to be paid to the Administrator from the Gross Settlement
27 Amount, to be reasonable and appropriate. The Administration Expenses Payment is to be paid
28 pursuant to the terms and provisions set forth in the Settlement Agreement.

1 a. The Court reviewed the Declaration of Kaylie O'Connor from CPT
2 Group, Inc., the Court-approved Administrator. The Court finds that
3 notice provided to the Class pursuant to the Preliminary Approval Order
4 constitutes the best practicable notice to the Class and satisfied due
5 process. The Court approves the Administration Expenses Payment of
6 \$10,500 for the Administrator's services in administering the Settlement.

7 13. PAGA Penalties. The Court finds the PAGA Penalties of \$30,000,
8 seventy-five percent (75%) of which (\$22,500) will be paid to the California Labor and
9 Workforce Development Agency out of the Gross Settlement Amount and twenty-five percent
10 (25%) of which (\$7,500) will be distributed to the Aggrieved Employees, on a pro rata basis, to
11 be reasonable and appropriate. The PAGA Penalties are to be paid pursuant to the terms and
12 provisions set forth in the Settlement Agreement.

13 14. Funding the Gross Settlement Amount. Defendant shall fund the Gross
14 Settlement Amount by transmitting the funds to the Administrator no later than ten (10) business
15 days of the Effective Date. Within ten (10) business days after Defendant fully funds the Gross
16 Settlement Amount, the Administrator will mail checks to the appropriate entities and persons.

17 15. Uncashed Checks. The Class Members must cash or deposit their
18 settlement checks within one hundred eighty (180) calendar days after the checks are issued.
19 Uncashed settlement checks will be canceled and transmitted to the California Controller's
20 Unclaimed Property Fund in the name of the Class Member.

21 16. Fairness of the Settlement. As noted in the Preliminary Approval Order,
22 the Settlement is entitled a presumption of fairness. In the moving papers, Plaintiffs contend the
23 Settlement was the product of arm's-length negotiations following litigation, discovery, and
24 exchange of documentation. The negotiations were facilitated with the aid of Lisa Klerman, an
25 experienced, well-respected mediator.

26 a. There were no objections to and only one (1) request for exclusion from
27 the Settlement, displaying the fairness of the Settlement.

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b. The fairness of the Settlement is further shown by the gross *average* Individual Class Payment being approximately \$486.51, and the gross *highest* Individual Class Payment being about \$10,118.91.

17. Modification of the Settlement Agreement. The Settlement Agreement may be amended or modified only by a written instrument signed by all Parties and their counsel or their representatives/successors-in-interest. Such amendments or modifications shall be consistent with this Order and Judgment and cannot limit the rights of Participating Class Members under the Settlement Agreement.

18. Status Conference. The Court sets a status conference on November 6, 2025 at 3:30 p.m. in Department 503. A compliance status report shall be filed within five (5) court days before this hearing. Pursuant to Code of Civil Procedure section 384, the compliance status report shall specify the total amount paid to Class Members and the residual of unclaimed settlement funds that will be paid to the entity identified as the recipient of such funds in the Settlement Agreement.

19. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and Judgment. This Court expressly retains jurisdiction for the administration, interpretation, effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment, and for any other necessary purpose, including, without limitation:

a. Entering such additional orders as may be necessary or appropriate to protect or effectuate this Order and Judgment approving the Settlement Agreement, and permanently enjoining Plaintiffs from initiating or pursuing related proceedings, or to ensure the fair and orderly administration of the Settlement Agreement;

b. Enforcing the terms and provisions of the Settlement Agreement and resolving any disputes, claims, or causes of action in this lawsuit that, in whole or in part, are related to or arise out of the Settlement Agreement or this Order and Judgment; and

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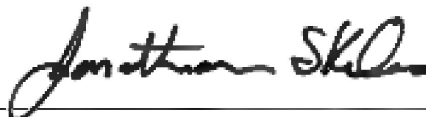
1 c. Entering any other necessary or appropriate orders to protect and
2 effectuate this Court's retention of continuing jurisdiction.

3 The Motion for Final Approval of Class Action Settlement, Class Counsel Fees Payment,
4 Class Counsel Litigation Expenses Payment, and Class Representative Service Payments is
5 GRANTED. The Administrator is directed to carry out the terms of the Agreement forthwith.

6 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE
7 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT
8 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND
9 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS
10 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE
11 THIS ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

12 IT IS SO ORDERED.

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14 DATED: 5/20/2025



HON. JON M. SKILES
FRESNO COUNTY SUPERIOR COURT

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PROOF OF SERVICE
1013A(3) CCP

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

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 751 N. Fair Oaks Avenue, Suite 101, Pasadena, California 91103 and my electronic service address is manderson@justicelawcorp.com.

On May 23, 2025, I served the foregoing document described as

AMENDED ORDER OF FINAL APPROVAL AND JUDGMENT

for the following case: **Leza v. American Promotional Events, Inc. - West dba TNT Fireworks**
LWDA/Court Case No.: **LWDA Case No.: LWDA-CM-952832-23**
Court Case No.: 22CECG03940
Fresno County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on May 23, 2025, at Pasadena, California.



Mariah Anderson