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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

MICHAEL PEREIRA, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

RODE MICROPHONES, LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No. 23STCV17940

CLASS & REPRESENTATIVE ACTION

[Assigned for all purposes to: Hon. William
F. Highberger, Dept. 10]

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: July 17, 2025

Time: 1:30 p.m.

Dept: 10

Complaint filed: July 31, 2023

FAC filed: July 3, 2024

Trial date: Not set

1 On or around March 10, 2025, this Court issued an Order Granting Plaintiff's Motion for
2 Preliminary Approval of Class Action Settlement. Plaintiff Michael Pereira ("Plaintiff") now seeks
3 an order granting final approval of the Class Action and PAGA Settlement Agreement and Class
4 Notice ("Settlement" or "Settlement Agreement"). The Settlement Agreement is attached to the
5 Declaration of Tyler Woods in Support of Plaintiff's Motion for Final Approval of Class Action
6 Settlement as **Exhibit 1**.

7 Due and adequate notice having been given to the Class, and the Court having reviewed and
8 considered the Settlement, Plaintiff's Notice of Motion and Motion for Final Approval of Class
9 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings
10 had herein, and the absence of any written objections received regarding the Settlement, and having
11 reviewed the record in this action, and good cause appearing therefor,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
14 Settlement filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the action, Plaintiff, the
16 Settlement Class Members, and Defendant Rode Microphones, LLC ("Defendant," and together
17 with Plaintiff, the "Parties").

18 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
19 reasonable and therefore meets the requirements for final approval. The Court grants final approval
20 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement
21 Agreement, attached to the Declaration of Tyler Woods in Support of Plaintiff's Motion for Final
22 Approval of Class Action Settlement as **Exhibit 1**.

23 4. The Court finds that the Settlement appears to have been made and entered into in
24 good faith and hereby approves the Settlement subject to the limitations on the requested fees and
25 enhancement as set forth below.

26 5. The Class Period is February 3, 2019 to July 14, 2024.

27 6. The PAGA Period is August 22, 2022 to July 14, 2024.

28 7. Plaintiff and all Eligible Class Members shall have, by operation of this Final Order

1 and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant from all
2 Released Claims as defined in the Settlement.

3 8. All Participating Class Members, on behalf of themselves and their respective
4 former and present representatives, agents, attorneys, heirs, administrators, successors, and
5 assigns, release Released Parties from all claims that were alleged, or reasonably could have been
6 alleged, based on the Class Period facts stated in the Operative Complaint, including, any and all
7 claims involving any recovery of unpaid minimum wages and unpaid overtime (Cal. Lab. Code §§
8 204, 1194, 1194.2, 1197, 1198), failure to provide meal and rest periods (Cal. Lab. Code §§ 226.7,
9 512), failure to provide accurate wage statements (Cal. Lab. Code § 226), failure to pay all wages
10 due at separation (Cal. Lab. Code §§ 201-203), and violation of Unfair Business Practices (Cal.
11 Bus. & Prof. Code §§ 17200, et seq.). Except as set forth in Section 6.3 of this Agreement,
12 Participating Class Members do not release any other claims, including claims for vested benefits,
13 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
14 insurance, disability, social security, workers' compensation, or claims based on facts occurring
15 outside the Class Period.

16 9. All Non-Participating Class Members who are Aggrieved Employees are deemed to
17 release, on behalf of themselves and their respective former and present representatives, agents,
18 attorneys, heirs, administrators, successors, and assigns, the Release Parties from all claims for
19 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA
20 Period facts stated in the Operative Complaint, and the PAGA Notice, including, any and all claims
21 involving any alleged failure to pay minimum wages or overtime, failure to provide meal and rest
22 periods, failure to provide accurate wage statements, failure to pay all wages due at separation,
23 including Labor Code sections 201, 202, 203, 210, 216, 223, 225.5, 226, 226.3, 226.7, 245-248.5,
24 256, 432, 432.5, 510, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.5, 1199, 2699,
25 2699.3, 2810.5 during the PAGA Period.. Aggrieved Employees only release these claims for the
26 duration of the PAGA Period.

27 10. Upon final approval of the Settlement by the Court, Eligible Class Members will
28 release the aforementioned claims against all Released Parties.

1 11. The Parties shall bear their own respective attorneys’ fees and costs, except as
2 otherwise provided for in the Settlement and approved by the Court.

3 12. Solely for purposes of effectuating the Settlement, the Court finally certified the
4 following Class – all persons who worked for Absolute as an hourly-paid or non-exempt
5 employee at any time during the Class Period.

6 13. No Class Member has objected to the terms of the Settlement.

7 14. No Class Member has requested exclusion from the Settlement.

8 15. The Notice provided to the Class conforms with the requirements of California Rules
9 of Court, Rules 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
10 by providing individual notice to all Class Members who could be identified through reasonable
11 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
12 therein to the Class Members. The Notice fully satisfies the requirements of due process.

13 16. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
14 methodology used to calculate and pay each Eligible Class Members’ Net Settlement Payment are
15 fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement Payments
16 to the Eligible Class Members in accordance with the terms of the Settlement.

17 17. Defendant shall pay a total of \$220,000.00 to resolve this litigation and to separately
18 pay any and all employer payroll taxes owed on the Wage Portions of the individual class payments.

19 18. From the Gross Settlement Amount, \$7,500.00 shall be paid to Plaintiff Michael
20 Pereira, for his services as a class representative and for his agreement to release claims.

21 19. From the Gross Settlement Amount, \$4,990.00 shall be paid to the Settlement Apex
22 Class Action Administration (“Apex”).

23 20. The Court hereby confirms Tyler Woods, Alan Wilcox, and Bradford Smith of
24 Wilshire Law Firm, PLC as Class Counsel.

25 21. From the Gross Settlement Amount, Class Counsel is awarded \$73,333.33 for their
26 reasonable attorneys’ fees and \$16,408.39 for their reasonable costs incurred in the action. The fees
27 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that
28 the fees are reasonable in light of the benefit provided to the Class.

22. Without affecting the finality of this Order in any way, this Court retains continuing jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect to all Parties to this action, and their counsel of record.

23. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted and the Court directs that judgment shall be entered in accordance with the terms of this Order.

IT IS SO ORDERED.

DATE:

Hon. William F. Highberger
Los Angeles County Superior Court