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Attorneys for Plaintiff, RAMIRO PADILLA, on behalf of himself and all others similarly situated and aggrieved

FILED
Superior Court of California
County of Los Angeles
10/19/2026
David W. Slayton, Executive Officer / Clerk of Court
By: E. Muñoz Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

RAMIRO PADILLA, individually, and on behalf of other members of the general public similarly situated,

Plaintiff,

v.

POWER DESIGN, INC., a Florida corporation; and DOES 1 through 100, inclusive,

Defendants.

CASE NO.: 23STCV15064

[Assigned for all purposes to the Hon. William F. Highberger in Dept. 10]

[~~PROPOSED~~] ORDER GRANTING FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT, APPLICATION FOR ATTORNEYS' FEES AND COSTS, AND SERVICE PAYMENT

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This matter having come before the Court for a final approval hearing pursuant to the Order of this Court granting preliminary approval ("Preliminary Approval Order") of the class and representative action settlement upon the terms set forth in the Class Action and PAGA Settlement Agreement ("Settlement," "Agreement" or "Settlement Agreement") submitted in support of the Motion for Preliminary Approval of Class Action and PAGA Settlement; and due and adequate notice having been given to the Class Members as required in the Preliminary Approval Order; and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED THAT:**

1. The Motion for Final Approval of Class and Representative Action Settlement; Service Payment; and Reasonable Attorneys' Fees and Costs is hereby granted in its entirety.

2. The definitions set out in the Settlement Agreement are incorporated by reference into this Order; all terms defined therein shall have the same meaning in this Order as defined in the Settlement Agreement.

3. This Court has jurisdiction over the subject matter of this litigation and over all Parties to this litigation, including all Class Members.

4. For settlement purposes only, the Court certifies the following class ("Settlement Class," "Settlement Class Members" or "Class Members"): means all persons employed by defendant Power Design, Inc. ("Defendant") in California and classified as non-exempt employees who worked for Defendant during the period from September 21, 2019 through August 23, 2025 ("Class Period").

5. "Plaintiff" refers to Ramiro Padilla, the named Plaintiff in the Action.

6. The parties released shall include: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

7. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portions of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

a. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint including, e.g., Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime), Violation of California Labor Code §§ 226.7 And 512(A) (Unpaid Meal Period Premiums), Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums), Violation of California Labor Code §§ 1194, 1197 and 1197.1, (Unpaid Minimum Wages), Violation of California Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid), Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment), Violation of California Labor Code § 226(A) (Non-Complaint Wage Statements), Violation of California Labor Code § 1174 (D) (Failure to Keep Requisite Payroll Records), Violation of California Labor Code §§ 2800 and 2802 (Failure to Reimburse Business Expenses), Violation of California Business and Professions Code § 17200, et seq., and Violation of California Labor Code § 2699, Et Seq. (Private Attorneys General Act). Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period ("Release Class Claims").

b. Release by Aggrieved Employees: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and

assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative PAGA Complaint and the PAGA Notice, including, e.g. Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime), Violation of California Labor Code §§ 226.7 And 512(A) (Unpaid Meal Period Premiums), Violation of California Labor Code § 226.7 (Unpaid Rest Period Premiums), Violation of California Labor Code §§ 1194, 1197 and 1197.1, (Unpaid Minimum Wages), Violation of California Labor Code §§ 201, 202 and 203 (Final Wages Not Timely Paid), Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment), Violation of California Labor Code § 226(A) (Non-Complaint Wage Statements), Violation of California Labor Code § 1174 (D) (Failure to Keep Requisite Payroll Records), Violation of California Labor Code §§ 2800 and 2802 (Failure to Reimburse Business Expenses) ("Released PAGA Claims").

8. Distribution of the Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval ("Class Notice") directed to the Class Members as set forth in the Settlement Agreement and the other matters set forth herein have been completed in conformity with the Preliminary Approval Order, including individual notice to all Class Members who could be identified through reasonable effort, and was the best notice practicable under the circumstances. This Class Notice provided due and adequate notice of the proceedings and of the matters set forth therein, including the proposed class settlement set forth in the Settlement Agreement, to all persons entitled to such Class Notice, and the Class Notice fully satisfied the requirements of due process.

9. Zero (0) Class Members opted out of the Settlement and zero (0) Class Members objected to the Settlement.

10. The Court further finds that the Settlement is fair, reasonable, and adequate, and that Plaintiff has satisfied the standards and applicable requirements for final approval of class action settlement under California law, including the provisions of Code of Civil Procedure section 382

and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

11. This Court hereby approves the settlement set forth in the Settlement Agreement and finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate the settlement according to its terms. The Court finds that the settlement has been reached as a result of intensive, serious and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted extensive and costly investigation and research, and counsel for the parties are able to reasonably evaluate their respective positions. The Court also finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of this Action. The Court has noted the significant benefits to the Class Members under the Settlement. The Court also finds that the class is properly certified as a class for settlement purposes only.

12. The Court approves Plaintiff Ramiro Padilla as Class Representative.

13. The Court approves Payne Nguyen, LLP and Bibiyan Law Group, P.C., as Class Counsel.

14. The Court approves Phoenix Settlement Administrators ("Phoenix") as the Settlement Administrator.

15. The Court hereby awards Class Counsel attorneys' fees in the total amount of $265,000.00, which is one-third (1/3) of the Gross Settlement Amount and to be deducted therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of $25,243.07, to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement Agreement.

16. The Court hereby approves a Class Representative Service Payment of $10,000.00 to Plaintiff Ramiro Padilla, in consideration of his time, effort, and risk incurred on behalf of the Settlement Class, and for providing a general release and a waiver of rights pursuant to California Civil Code section 1542. The Class Representative Service Payment will be paid to Plaintiff by the

Settlement Administrator, Phoenix Settlement Administrators, from the Gross Settlement Amount as set forth in the Settlement Agreement.

17. The Court hereby approves the Settlement Administrator's costs in the amount of $7,000.00. The Settlement Administrator shall be paid the cost of administration of the settlement from the Gross Settlement Amount.

18. The Court hereby approves the PAGA Penalties in the amount of $50,000.00 to be paid from the Gross Settlement Amount, of which $37,500.00 (75%) shall be paid to the LWDA, and the remaining $12,500.00 (25%) to be distributed to the "Aggrieved Employees," defined as all persons employed by Defendant in California and classified as non-exempt employees who worked for Defendant during the period from August 2, 2022 through August 23, 2025 (the "PAGA Period").

19. Except as expressly provided herein, the Parties each shall bear all their own fees and costs in connection with this matter.

20. Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Settlement Administrator no later than thirty (30) days after the Effective Date. "Effective Date" means the later of: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or (c) if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

21. Within fourteen (14) days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and the Individual PAGA Payments.

22. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator, Phoenix Settlement Administrators, shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subdivision (b).

23. The Court finds that the class settlement on the terms set forth in the Settlement Agreement was made in good faith, and constitutes a fair, reasonable, and adequate compromise of the released claims against Defendant.

24. A ~~Hearing~~ NACR Re: Final Administration of the Class Action Settlement is hereby scheduled for 10/19/27, ~~2026~~, at 9a .m., in Department 10 of the above-entitled Court. At least five (5) calendar days prior to said Hearing, the Parties shall file a declaration confirming that the claims have been paid and that administration of all the terms and conditions of the class action settlement have been completed. Should the Court find that said declaration has sufficiently evidenced full and complete administration of the class action settlement, the Hearing Re: Final Administration of the Class Action Settlement will go off-calendar.

25. Without affecting the finality of the Judgment in any way, pursuant to California Rules of Court Rule 3.769, *et seq.* and California Code of Civil Procedure section 664.6, this Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement and all orders and judgments entered in connection therewith.

IT IS SO ORDERED.

Dated: 10/19, 2026

William F. Highberger / Judge

Judge of the Superior Court