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 19 on behalf of himself and others similarly situated

SEP 30 2025

Filed
STEPHANIE BOHRER, CLERKBy 
DEPUTY

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN JOAQUIN

14 JOHN PARDEE, on behalf of himself
 15 and all others similarly situated, and the general
 16 public,

Plaintiff,

v.

18 HOLZ RUBBER COMPANY, INC., a
 19 California corporation; HR OUTSOURCING
 20 ASSOCIATES, LLC, a Delaware corporation;
 21 and DOES 1 through 50, inclusive,

Defendants.

Case No. STK-CV-UOE-2023-0010123

ASSIGNED FOR ALL PURPOSES TO:
 THE HONORABLE JAYNE LEE,
 DEPARTMENT 10C

**[PROPOSED] ORDER GRANTING
 FINAL APPROVAL OF CLASS AND
 PAGA SETTLEMENT AND RELEASE
 OF CLAIMS BETWEEN PLAINTIFF
 JOHN PARDEE AND DEFENDANTS
 HOLZ RUBBER COMPANY, INC. AND
 HR OUTSOURCING ASSOCIATES, LLC**

Date: September 30, 2025

Time: 9:00 AM

Dept.: 10C

Complaint Filed: September 25, 2023

FAC Filed: November 29, 2023

Trial Date: None Set

BY FAX

SEP 05 2025

1 The above-referenced Class Action and PAGA Representative Action ("Action") having
2 come before the Court on September 30, 2025, in Department 10C before the Honorable Jayne Lee,
3 presiding for a hearing and Order Granting Final Approval of Class Action and PAGA Settlement
4 and Judgment ("Final Order"), consistent with the Court's Preliminary Approval Order
5 ("Preliminary Approval Order"), filed and entered on May 2, 2025, and as set forth in the Joint
6 Stipulation of Class Action and PAGA Settlement and Release Between Plaintiff John Pardee and
7 Defendants Holz Rubber Company, Inc. and HR Outsourcing Associates, LLC ("Stipulation of
8 Settlement") in this Action, and due and adequate notice having been given to all Class Members
9 and PAGA Members as required in the Preliminary Approval Order, and the Court having
10 considered all papers filed and proceedings had herein and otherwise being fully informed, and
11 good cause appearing therefor,

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

13 1. All terms used herein shall have the same meaning as defined in the Stipulation of
14 Settlement.

15 2. Consistent with the definitions provided in the Stipulation of Settlement, the terms
16 "Settlement Class" and "Class Members" shall mean all persons employed by Defendants in
17 California as a non-exempt employee from September 25, 2019 through September 24, 2024. The
18 Settlement Class, however, shall not include any person who previously settled or released the
19 claims covered by this Settlement, or any person who previously was paid or received awards
20 through civil or administrative actions for the claims covered by this Settlement, or any person who
21 submitted a timely and valid Request for Exclusion as provided in this Settlement. The "Class
22 Period" shall be September 25, 2019 through September 24, 2024. All Class Members who worked
23 any hours for Defendants in California during any pay period from September 25, 2022 through
24 September 24, 2024 are aggrieved employees with respect to the California Private Attorneys
25 General Act ("PAGA") ("PAGA Members"). PAGA Members will be paid their PAGA Award and
26 release the Released PAGA Claims regardless of whether they submit a timely and valid Request
27 for Exclusion from the Settlement. PAGA Members are not eligible to exclude themselves from,
28 or to opt out of, the Released PAGA Claims (defined below). For purposes of the Settlement and

1 this Final Order, "Released Parties" as referenced herein and as released in the Settlement shall
2 collectively mean: (i) Defendants Holz Rubber Company, Inc. and HR Outsourcing Associates,
3 LLC; (ii) each of Defendants' respective, present and future parents, subsidiaries, partners and
4 affiliates, including, without limitation, any corporation, limited liability company or partnership;
5 (iii) the past, present and future board members, directors, officers, agents, employees, attorneys,
6 insurers, members, partners, managers, contractors, agents, consultants, representatives,
7 administrators, fiduciaries, benefit plans, transferees, predecessors, successors and assigns of any
8 of the foregoing; and (iv) any individual or entity which could be jointly liable with any of the
9 foregoing.

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

12 4. Distribution of the Class and PAGA Notice directed to the Class Members and
13 PAGA Members as set forth in the Stipulation of Settlement and the other matters set forth therein
14 has been completed in conformity with the Preliminary Approval Order, including notice to all
15 Class Members and PAGA Members who could be identified through reasonable effort, and is the
16 best notice practicable under the circumstances. The Class and PAGA Notice provided due and
17 adequate notice of the proceedings and of the matters set forth therein, including the proposed
18 Settlement set forth in the Stipulation of Settlement, to all persons entitled to such Class and PAGA
19 Notice, and the Class and PAGA Notice fully satisfied the requirements of due process. All Class
20 Members, PAGA Members, Released Class Claims and all Released PAGA Claims, are covered
21 by and included within the Settlement and this Final Order.

22 5. The Court hereby finds the Settlement was entered into in good faith pursuant to and
23 within the meaning of California Code of Civil Procedure section 877.6. The Court further finds
24 that the Settlement is fair, adequate and reasonable and that Plaintiff has satisfied the standards and
25 applicable requirements for final approval of this class action Settlement under California
26 law, including the provisions of California Code of Civil Procedure section 382 and Federal Rule
27 of Civil Procedure Rule 23, approved for use by the California state courts in *Vasquez v. Superior*
28 *Court* (1971) 4 Cal.3d 800, 821.

1 6. The Court hereby approves the Settlement set forth in the Stipulation of Settlement
2 and finds that the Settlement is, in all respects, fair, adequate and reasonable, and directs the Parties
3 to effectuate the Settlement according to its terms. The Court finds that the Settlement has been
4 reached as a result of arms-length negotiations and private mediation. The Court further finds that
5 the Parties have conducted investigation and research, and counsel for the Parties are able to
6 reasonably evaluate their respective positions. The Court also finds that Settlement at this time will
7 avoid additional substantial costs, as well as avoid the delay and risks that would be presented by
8 the further prosecution of the Action. The Court has reviewed the benefits that are being granted as
9 part of the Settlement and recognizes the significant value to the Class Members and PAGA
10 Members. The Court also finds that the Class is properly certified as a class for settlement purposes
11 only.

12 7. As of the date of entry of this Final Order, each and every Released Claim
13 (as defined in the Stipulation of Settlement and set forth below) of each and every Class Member
14 is and shall be deemed to be conclusively released as against the Released Parties. As of the date
15 of this Final Order, the Class Representatives and each and every Class Member who have not
16 submitted a valid Request for Exclusion are hereby released and forever barred and enjoined from
17 prosecuting the Released Claims, except as to such rights or claims as may be created by the
18 Settlement, against Defendants and the Released Parties from any and all claims under state, federal
19 and local law ultimately alleged in this Action and that reasonably could have been alleged in this
20 Action based on the factual allegations contained in the operative Complaint in this Action and any
21 amendments thereto, as to the Class Members, including without limitation, California Labor Code
22 sections 201, 202, 203, 204, 210, 215, 216, 218.6, 223, 225, 226, 226.3, 226, 226.6, 226.7, 246,
23 354, 408, 510, 512, 533, 558, 1174, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 *et seq.*,
24 2800, and 2802, California Industrial Welfare Commission Wage Orders, California Code of
25 Regulations, Title. 8, section 11040, 11090, and 3395 *et seq.*, Business and Professions Code
26 sections 17200 *et seq.*, Civil Code sections 1021.5, 3287, and 3289, and including all claims for or
27 related to alleged unpaid wages, minimum wages, hours worked, overtime or double time wages,
28 regular rate of pay, bonus and incentive pay, timely payment of wages during employment, timely

1 payment of wages at separation, business expenses, wage statements, reporting time pay, rounding
2 of employee timekeeping records, paid sick leave, payroll records and recordkeeping, meal periods
3 and meal period premiums, rest breaks and rest break premiums, failure to pay additional 401(k)
4 benefits and/or deferred compensation benefits and/or matching benefits for payments received
5 under the Settlement, unfair competition, unfair business practices, unlawful business practices,
6 fraudulent business practices, class actions, representative actions, aggrieved party claims,
7 declaratory relief, penalties of any nature (including but not limited to civil penalties and waiting-
8 time penalties), interest, fees, costs, as well as all other claims and allegations alleged in the Action
9 (collectively, "Released Class Claims") from September 25, 2019 through September 24, 2024
10 ("Class Release Period"). Expressly excluded from the release are claims for vested benefits,
11 wrongful termination, violation of the Fair Employment and Housing Act, unemployment
12 insurance, disability, social security, workers' compensation, or claims outside the Class Release
13 Period. In addition, as of the date of this Final Order, the Class Representatives and the Settlement
14 Class, and each member of the Class who has not submitted a valid Request for Exclusion, are
15 forever barred and enjoined from instituting or accepting damages or obtaining relief against the
16 Released Parties for any period from September 25, 2019 through September 24, 2024.

17 8. As of the date of entry of this Final Order, the claims to be released by the PAGA
18 Members include all claims arising during the PAGA Period seeking civil penalties under PAGA,
19 that Plaintiff as proxy for the State of California and/or the LWDA, to the maximum extent
20 permitted by law, and as a private attorney general acting on behalf of Plaintiff and the PAGA
21 Members, asserted or could reasonably have asserted based on the facts alleged in the Action and/or
22 the LWDA letter, including but not limited to all claims arising under the California Labor Code
23 including, but not limited to, sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 558,
24 558.1, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2698, *et seq.*, 2800, and 2802,
25 and based the facts alleged in the Action (collectively, "Released PAGA Claims"). The Settlement
26 shall release and bar all Released PAGA Claims by or on behalf of Plaintiff and all PAGA Members
27 from September 25, 2022 through September 24, 2024 ("PAGA Release Period"), and for the
28 entire PAGA Release Period, regardless of whether Plaintiff and/or a PAGA Member negotiates

1 (cashes) their/his/her settlement checks sent pursuant to the Settlement. PAGA Members cannot
2 and do not have the right to opt out of the PAGA Group and/or release their PAGA claims against
3 the Released Parties. As such, an individual opting out of the Settlement Class has no impact as to
4 their/his/her standing and/or inclusion in the PAGA Group assuming they/he/she qualify(ies) as a
5 PAGA Member.

6 9. Neither the Settlement nor any of the terms set forth in the Stipulation of Settlement
7 is an admission by Defendants, or any of the other Released Parties, nor is this Final Order a finding
8 of the validity of any claims in this Action, or of any wrongdoing by Defendants or any of the other
9 Released Parties. Neither this Final Order, the Stipulation of Settlement, nor any document referred
10 to herein, nor any action taken to carry out the Stipulation of Settlement, may be construed as, or
11 may be used as, an admission by or against Defendants, or any of the other Released Parties, of any
12 fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Stipulation of
13 Settlement, and any negotiations or proceedings related thereto, shall not in any event be construed
14 as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses
15 by Defendants, or any of the other Released Parties, and shall not be offered in evidence in any
16 action or proceeding in any court, administrative agency or other tribunal for any purpose
17 whatsoever other than to enforce the provisions of this Final Order, the Stipulation of Settlement,
18 the Released Class Claims, the Released PAGA Claims, and any related agreement or release.
19 Notwithstanding these restrictions, any of the Released Parties may file in this Action, or submit in
20 any other proceeding, the Final Order, the Stipulation of Settlement, and any other papers and
21 records on file in this Action as evidence of the Settlement to support a defense of *res judicata*,
22 collateral estoppel, release or other theory of claim or issue preclusion or similar defense as to the
23 Released Class Claims and the Released PAGA Claims.

24 10. The Court hereby enters judgment in the entire Action as of the filing date of this
25 Final Order, pursuant to the terms set forth in the Stipulation of Settlement. Without affecting the
26 finality of this Final Order in any way, the Court hereby retains continuing jurisdiction over the
27 interpretation, implementation and enforcement of the Settlement and all orders entered in
28 connection therewith pursuant to California Code of Civil Procedure section 664.6.

1 11. The Court finds the settlement payments provided for under the Settlement to be fair
2 and reasonable in light of all of the circumstances. The Court orders the calculations and the
3 payments to be made and administered in accordance with the terms of the Settlement.

4 12. The Court hereby confirms D.Law, Inc. as Class Counsel for the Settlement Class
5 and for all PAGA Members.

6 13. The Court further finds that the common fund doctrine is applicable to this Action
7 because there is a sufficiently identifiable class of beneficiaries ("the Class"), the benefits can be
8 accurately traced to the Settlement that Plaintiff and Class Counsel negotiated on behalf of the
9 Class, and the fee can be shifted with exactitude to those benefiting as the fee request is a specific,
10 lump-sum percentage of the common fund. *See Serrano v. Priest* (1977) 20 Cal.3d 25, 34-35. The
11 Court finds the attorneys' fees request of thirty-three and one-third percent (33 1/3%) of the Gross
12 Settlement Amount to be appropriate compensation for Class Counsel. The attorneys' fees request
13 is within the range that has been approved by other courts in similar cases and reasonable in light
14 of the circumstances of this Action, the substantial and beneficial results obtained on behalf of the
15 Class, and the contingent nature of the recovery over the course of this Action, which included
16 potential loss at summary judgment, certification and/or trial proceedings. Pursuant to the terms of
17 the Settlement, and the authorities, evidence, and argument submitted by Class Counsel, the Court
18 hereby awards Class Counsel attorneys' fees in the amount of \$200,000.00 and attorneys' costs in
19 the amount of \$17,960.54, from the Gross Settlement Amount as final payment for and complete
20 satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and
21 any other person or entity related to this Action. The Court further orders that the award of
22 attorneys' fees and costs set forth in this Paragraph shall be administered pursuant to the terms of
23 the Stipulation of Settlement and made payable to and deposited into the bank account of "D.Law,
24 Inc." as Class Counsel in this Action.

25 14. The Court also hereby approves and orders payment of an Enhancement Award to
26 Plaintiff and Class Representative John Pardee in the amount of \$10,000.00 from the
27 Gross Settlement Amount.

28 15. The Court also hereby approves and orders payment in the amount of \$50,000.00

1 from the Gross Settlement Amount for PAGA penalties, payable to the California Labor and
2 Workforce Development Agency.

3 16. The Court also hereby approves and orders payment from the Gross Settlement
4 Amount for actual claims administration expenses incurred by the Settlement Administrator,
5 Phoenix Class Action Administration Solutions in the amount of \$9,000.00

6 17. The Court also hereby approves and orders that any residue from uncashed
7 settlement award checks after the expiration date will be paid out to the California Unclaimed
8 Property Fund in the individual's name pursuant to California Code of Civil Procedure
9 section 384(b).

10 18. The Court also hereby finds and orders that the Stipulation of Settlement is and
11 constitutes a fair, adequate, and reasonable compromise of the Released Claims against Defendants
12 and the Released Parties.

13 19. Provided the Settlement becomes effective under the terms of the Stipulation of
14 Settlement, the Court also hereby orders that the deadline for mailing the Court-approved
15 Settlement Awards, attorneys' fees and costs, and Enhancement Award is as set forth in the
16 Implementation Schedule within the Preliminary Approval Order.

17 20. The Court also hereby finds that there were no objections to the Settlement raised
18 by any person on the record at the hearing on the Final Approval Order.

19 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

20
21 Dated: 9/30/25

By: Jayne Lee

The Honorable Jayne Lee
Superior Court Judge
Jayne C. Lee