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

VIVIAN HUYNH, individually, and on behalf of
other similarly situated employees and aggrieved
employees pursuant to the California Private
Attorneys General Act,

Plaintiff,

vs.

TECHNICAL SAFETY SERVICES, LLC, a
California limited liability company; and DOES 1
through 25, inclusive,

Defendants.

Case No. 23CV053505

Honorable Karin Schwartz
Department 20

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

Reservation No.: A-53505-001
Date: March 18, 2026
Time: 3:00 p.m.
Dept.: 20

Complaint Filed: November 27, 2023
FAC Filed: April 29, 2025
Trial Date: Not Set

1 Plaintiff Vivian Huynh’s (“Plaintiff”) Motion for Final Approval of Class Action and PAGA
2 Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs
3 came before this Court on **March 18, 2026 at 3:00 p.m.** before the Honorable Karin Schwartz in
4 Department 20 of the above-captioned Court located at Administration Building, 1221 Oak Street,
5 Oakland, California 94612.

6 Having received and considered the Joint Stipulation of Class Action and PAGA Settlement
7 (“Settlement Agreement” or “Settlement”)¹, Plaintiff’s Motion for Final Approval of Class Action and
8 PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration
9 Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel (Alexandra Rose),
10 the Class Representative (Vivian Huynh), and the Settlement Administrator (Madely Nava on behalf
11 of Apex Class Action LLC), and the evidence and argument received by the Court in conjunction with
12 the Motion for Preliminary Approval of Class Action and PAGA Settlement and documents thereto,
13 the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE
14 FOLLOWING DETERMINATION:

15 1. This Court has jurisdiction over the subject matter of the above-captioned action and
16 over Plaintiff and Defendant Technical Safety Services, LLC (“Defendant”) (together, with Plaintiff,
17 the “Parties”), including all members of the Class.

18 2. The Court finds that the following Class is properly certified as a class for settlement
19 purposes only: “All current and former non-exempt employees who worked for Defendant in
20 California at any time during the Class Period.” The “Class Period” is defined as the period from
21 September 19, 2022 through January 24, 2025.

22 3. The Court appoints Plaintiff Vivian Huynh as the Class Representative for settlement
23 purposes only.

24 4. The Court appoints Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, and
25 Alexandra Rose of Blackstone Law, APC as Class Counsel for settlement purposes only.

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27 _____

28 ¹ All capitalized terms herein shall have the meaning set forth in the Settlement Agreement unless otherwise noted.

1 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms
2 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
3 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
4 any other applicable law, and constitutes the best notice practicable under the circumstances, by
5 providing individual notice to all Class Members who could be identified through reasonable effort,
6 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
7 other Class Members. The Class Notice fully satisfied the requirements of due process.

8 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
9 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
10 requirements for final approval of this class action settlement under California law, including the
11 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
12 3.769.

13 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
14 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
15 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
16 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
17 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
18 by or against Defendant or any of the other Released Parties.

19 8. The Court finds that no Class Members have validly and timely opted out of the Class
20 Settlement and no Settlement Class Members have objected to the Class Settlement.

21 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
22 recognition of Plaintiff’s efforts on behalf of the Class, the Court hereby approves the payment from
23 the Gross Settlement Amount of an Enhancement Payment to Plaintiff in the amount of \$5,000.00.

24 10. The Court approves the payments from the Gross Settlement Amount of attorneys’ fees
25 to Class Counsel in the sum of \$166,666.67 and reimbursement of actual litigation costs and expenses
26 to Class Counsel in the sum of \$22,401.86. It is hereby ordered that the Settlement Administrator
27 must hold 10% of the attorneys’ fees (\$16,666.67) until the Court approves the final accounting. The
28 attorneys’ fees and reimbursement of litigation costs and expenses to Class Counsel are reasonable

1 amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the
2 common fund obtained for the Class. Awarding fees on a percentage basis encourages efficient
3 litigation practices and reflects the actual benefit obtained for the Class.

4 11. The Court approves and orders payment from the Gross Settlement Amount in the
5 amount of \$5,990.00 to Apex Class Action LLC for performance of settlement administration services.

6 12. The Court approves and orders payment in the amount of \$37,500.00 to the California
7 Labor Workforce and Development Agency (“LWDA”) as 75% of the payment allocated toward
8 PAGA penalties.

9 13. It is hereby ordered that no later than five (5) business days after the Effective Date,
10 Defendant will deposit the Gross Settlement Amount into an account established by the Settlement
11 Administrator, in accordance with the terms and methodology set forth in the Settlement Agreement.

12 14. It is hereby ordered that within ten (10) calendar days after Defendant funds the Gross
13 Settlement Amount, the Settlement Administrator will distribute the Individual Settlement Payments
14 to Settlement Class Members, Individual PAGA Payments to PAGA Employees, Attorneys’ Fees and
15 Costs to Class Counsel, Enhancement Payment to Plaintiff, LWDA Payment to the LWDA, and
16 Settlement Administration Costs to itself.

17 15. Each Individual Settlement Payment and Individual PAGA Payment check will be
18 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
19 issued, and thereafter, will be canceled. Any funds associated with such canceled checks shall be
20 distributed by the Settlement Administrator to Children’s Advocacy Institute (the *cy pres* recipient) in
21 accordance with California Civil Procedure Code Section 384.

22 16. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff
23 and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
24 compromised, relinquished, and discharged the Released Parties of any and all claims which were
25 alleged or which could have been reasonably alleged based on the factual allegations in the Operative
26 Complaint, arising during the Class Period, including, but not limited to, claims for Defendant’s
27 alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and
28 associated premium payments, timely pay wages during employment and upon termination, provide

1 compliant wage statements, and reimburse necessary business-related expenses in violation of
2 California Labor Code Sections 201, 202, 203, 204, 210, 226(a), 226.7, 510, 512(a), 1194, 1197,
3 1197.1, 1198, 2800, and 2802 (collectively, “Released Class Claims”).

4 17. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff
5 and the State of California with respect to all PAGA Employees will be deemed to have fully, finally,
6 and forever released, settled, compromised, relinquished, and discharged the Released Parties of any
7 and all claims arising from or reasonably related to any of the factual allegations in the PAGA Letter,
8 arising during the PAGA Period, for civil penalties under the Private Attorneys General Act of 2004,
9 California Labor Code Sections 2698 *et seq.* (collectively, “Released PAGA Claims”).

10 18. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
11 individually and on her own behalf, will be deemed to have fully, finally, and forever released, settled,
12 compromised, relinquished, and discharged the Released Parties from any and all claims, debts,
13 liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of
14 action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or
15 unasserted, arising out of, relating to, or resulting from her employment and/or separation of
16 employment with Defendant, which Plaintiff, at any time up until the execution of the Settlement
17 Agreement, had or claimed to have or may have, including but not limited to: (1) the Action and any
18 claims arising out of the Action; (2) any claims under federal, state, or local law for or relating to
19 wages, benefits, compensation, vacation, or other paid time off, and claims for liquidated damages,
20 penalties, or costs and fees associated therewith, including under the California Labor Code or the
21 California Business and Professions Code; (3) wrongful termination, discrimination, harassment,
22 and/or retaliation, including under the California Fair Employment and Housing Act, Title VII of the
23 Civil Rights Act of 1964, the Family Medical Leave Act, the California Family Rights Act, the
24 Americans with Disabilities Act, the Equal Pay Act, the California Labor Code, the California
25 Government Code, (4) any act, omission, occurrence, or claim arising out of or related to the Action
26 or Plaintiff’s employment or termination thereof with Defendant taking place on or before the
27 execution of the Settlement Agreement; and (5) any other form of relief or remedy of any kind, nature,
28 or description whatsoever, whether premised on statute, contract, tort, or other theory of liability under

1 state, federal, or local law (collectively, “Plaintiff’s General Release”). Plaintiff’s General Release
2 does not extend to any claims or actions to enforce the Settlement Agreement, or to any claims that
3 may not be released as a matter of law. Plaintiff understands that the facts with respect to which the
4 Settlement Agreement is entered into may be materially different from those the Parties now believe
5 to be true. Plaintiff accepts and assumes this risk, and agreed this general release shall remain in full
6 force and effect, and legally binding, notwithstanding the discovery or existence of any additional or
7 different facts, or any claims with respect to those facts. Any and all rights granted under any state or
8 federal law or regulation limiting the effect of the Settlement Agreement, including the provisions of
9 Section 1542 of the California Civil Code, ARE HEREBY EXPRESSLY WAIVED. Section 1542 of
10 the California Civil Code reads as follows:

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

15 19. “Released Parties” means Defendant and each of its former and present subsidiaries,
16 affiliates, parents, agents, supervising employees, members, investors (including but not limited to
17 Levine Leichtman Capital Partners, LLC and its affiliates, employees, partners (limited and general),
18 holding companies and investment partnerships), partners, owners, directors, officers, attorneys,
19 trustees, insurers, representatives, predecessors, successors, assigns, shareholders, owners, and
20 members.

21 20. This Court shall retain jurisdiction with respect to all matters related to the
22 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
23 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
24 Settlement and the determination of all controversies relating thereto.

25 21. Notice of entry of this Order and Judgment shall be given to the Class Members by
26 posting a copy of this Order and Judgment on the Settlement Administrator’s website for a period of
27 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

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1 22. A Compliance Hearing is set for _____ at _____
2 in Department 20 of this Court located at Administration Building, 1221 Oak Street, Oakland,
3 California 94612. The Settlement Administrator shall file a Final Report no later than five (5) court
4 days prior to the Compliance Hearing.

5 **IT IS SO ORDERED.**

6 Dated: _____

Honorable Karin Schwartz