

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Jovahn Wiggins, Esq. (SBN 349903)
Paolo Policastro, Esq. (SBN 359731)
LAVI & EBRAHIMIAN, LLP
8889 W Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Email: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
jwiggins@lelawfirm.com
ppolicastro@lelawfirm.com

Attorneys for Plaintiff QIANGAO LIU,
on behalf of himself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

QIANGAO LIU, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

PUBLIC CONSULTING GROUP, LLC;
PUBLIC PARTNERSHIPS LLC; and DOES 1
to 100, inclusive,

Defendants.

Case No.: 23STCV25100

CLASS AND PAGA ACTION

*[Assigned for all purposes to the Hon. Laura A.
Seigle, Dept. 17]*

**[PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
AND PAGA ACTION SETTLEMENT**

*[Filed concurrently with Notice of Motion and
Motion for Final Approval of Class and PAGA
Action Settlement and Motion for Award of
Attorneys' Fees and Costs; and Declarations in
Support Thereof]*

Date: January 20, 2026

Time: 9:00 a.m.

Dept.: Dept. 17

Complaint Filed: October 13, 2023

[PROPOSED] ORDER AND JUDGMENT

Plaintiff QIANGAO LIU (“Plaintiff”) Motion for Final Approval of Class Action Settlement and Motion for Award of Attorneys’ Fees and Costs with Defendants Public Consulting Group LLC (“PCG”) and Public Partnerships LLC (“PPL”) (collectively “Defendants”) came before this Court on January 20, 2026. at 9:00 a.m. in Department 17 of Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. Having received and considered the Class Action and PAGA Settlement Agreement and Class Notice, attached as **Exhibit 1** to the Declaration of Paolo Policastro in Support of Plaintiff’s Motion for Final Approval (the “Settlement” or “Settlement Agreement”), Plaintiff’s Motion for Final Approval of Class Action Settlement, the declaration of Lluvia Islas on behalf of Phoenix Class Action Administration and the evidence and argument received by the Court in conjunction with the Motion for Final Approval of Class Action Settlement, the Court grants final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

1. This Court has jurisdiction over the subject matter of the action and over the Parties, including all members of the settlement class.

2. The Court finds that the Class (defined below) is properly certified as a class for settlement purposes only:

All current and former non-exempt employees employed by PPL in the State of California at any time during the Class Period.

3. The “Class Period” is the period from October 13, 2019, through August 18, 2025.

4. For purposes of the settlement, the Court designates named Plaintiff QIANGAO LIU as Class Representative and Joseph Lavi, Esq., Vincent C. Granberry, Esq., Jovahn Wiggins, Esq., and Paolo Policastro, Esq. of Lavi & Ebrahimian, LLP as Class Counsel.

5. The notice provided to the class members conforms with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all class members who could be identified through reasonable effort, and by providing due

1 and adequate notice of the proceedings and of the matters set forth therein to the other class members.
2 The notice fully satisfied the requirements of due process.

3 6. The Court finds the settlement was entered into in good faith, that the settlement is
4 fair, reasonable, and adequate, and that the settlement satisfies the standards and applicable
5 requirements for final approval of this class action settlement under California law, including the
6 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
7 3.769.

8 7. The Settlement Agreement is not an admission by Defendants or by any other released
9 party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
10 by Defendants or any other released party. Neither this Order and Judgment, the Settlement, nor any
11 document referred to herein, nor any action taken to carry out the Settlement, may be construed as,
12 or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability
13 whatsoever by or against Defendants or any of the other released parties.

14 8. No Class Members have objected to the terms of the Settlement.

15 9. No Class Members have requested exclusion from the Settlement.

16 10. Within fourteen (45) calendar days after the Effective Date of the Settlement,
17 Defendants will fully fund the non-reversionary Gross Settlement Amount of One Hundred Thousand
18 Dollars and Zero Cents (\$100,000.00).

19 11. The Administrator will issue the following payments within fourteen (14) calendar
20 days after receipt of full funding: (a) all Individual Class Payments, (b) all Individual PAGA
21 Payments (c) the LWDA PAGA Payment, (d) the Administration Expenses Payment, (e) the Class
22 Counsel Fees Payment, (f) the Class Counsel Litigation Expenses Payment, and (g) the Class
23 Representative Service Payment.

24 12. In addition to any recovery that the named Plaintiff may receive under the Settlement,
25 and in recognition of the named Plaintiff's efforts on behalf of the settlement class, the Court hereby
26 approves the payment from the Gross Settlement Amount of Service Payment to the named Plaintiff
27 in the amount of Eight Thousand Five Hundred Dollars and Zero Cents (\$7,500.00).
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13. The Court approves the payment from the Gross Settlement Amount of attorneys' fees to Class Counsel in the sum of ~~Thirty Five Thousand Dollars and Zero Cents (\$35,000.00)~~ ^{\$33,333.33} in attorneys' fees, thirty-three and one-third of the Gross Settlement Amount, plus costs in the amount of Thirteen Thousand Two Hundred and Forty-Eight Dollars and Zero Cents (\$13,248.33). Each are reasonable amounts. The reasonableness of the fee award is determined based on a reasonable percentage of a common fund obtained for the class. The court also has considered the lodestar amount. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for the class.

14. The Court approves and orders payment from the Gross Settlement Amount in the amount of Three Thousand Five Hundred Dollars and Zero Cents (\$3,500.00) to Phoenix Class Action Administration for performance of settlement administration services.

15. The Court approves and orders the allocation of Five Thousand Dollars and Zero Cents (\$5,000.00) of the Gross Settlement Amount as PAGA Penalties.

16. The Court approves and orders payment of Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$3,750.00) (75% of the PAGA Penalties) to the LWDA as the LWDA PAGA Payment as 75% of the PAGA Penalties.

17. The Court approves and orders payment of One Thousand Two Hundred Fifty Dollars and Zero Cents (\$1,250.00) (25% of the PAGA Penalties) to be distributed to Aggrieved Employees as Individual PAGA Payments pursuant to the terms of the Settlement.

18. In list form, the amounts approved and ordered paid are as follows:

- a. Gross Settlement Amount ("GSA"): \$100,000.00
- b. LWDA Allocation: Total \$5,000.00 composed of:
 - i. LWDA Payment: \$3,750.00 (75% of LWDA Allocation)
 - ii. Aggrieved Employees: \$1,250.00 (25% of LWDA Allocation)
- c. Expected Deductions: Total ~~\$65,248.33~~, composed of: \$57,581.66
 - i. ~~\$8,500.00~~ - Class Representative Service Payment \$7,500.00
 - ii. ~~\$35,000.00~~ - Attorneys' Fees \$33,333.33
 - iii. \$13,248.33 - Attorneys' Costs
 - iv. \$3,500.00 - Settlement Administration Costs
- d. Net Settlement Amount: ~~\$34,751.67~~ (GSA, minus LWDA Allocation, minus Expected Deductions) \$37,418.34

19. Participating Class Members will have one hundred eighty (180) calendar days from

1 the date of issuance of the check to cash or otherwise deposit their check. Those settlement checks
2 remaining uncashed for more than one hundred eighty (180) calendar days after issuance shall be
3 voided, and the Administrator shall transmit the funds represented by such checks to the California
4 Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid
5 residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

6 20. Release by Participating Class Members: Following the Effective Date, and effective
7 on the date when Defendants fully funds the entire Gross Settlement Amount, All Participating Class
8 Members release Released Parties from all claims that were alleged, or reasonably could have been
9 alleged, based on the Class Period facts stated in the Operative Complaint, including (1) failure to
10 pay minimum wages, (2) failure to pay overtime wages and/or failure to pay overtime at the regular
11 rate of pay, (3) failure to pay wages for accrued paid sick days at the regular rate of pay, (4) failure
12 to provide accurate itemized wage statements, (5) failure to timely pay all earned wages at time of
13 separation, and (6) unfair and unlawful competition. Except as set forth in Section 5.2 of this
14 Agreement, Participating Class Members do not release any other claims, including claims for vested
15 benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment
16 insurance, disability, social security, workers' compensation, or claims based on facts occurring
17 outside the Class Period.

18 21. Release by Non-Participating Class Members Who Are Aggrieved Employees:
19 Following the Effective Date, and effective on the date when Defendants fully funds the entire Gross
20 Settlement Amount, All Aggrieved Employees are deemed to release the Released Parties from all
21 claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the
22 PAGA Periods facts stated in the Operative Complaint and PAGA Notice.

23 22. Release by Plaintiff: Following the Effective Date, and upon Defendants fully funding
24 the Gross Settlement Amount, Plaintiff as the named Class Representative, for themselves and on behalf
25 of their respective former and present spouses, representatives, agents, heirs, administrators,
26 successors, and assigns generally, agrees to further release each Released Party from any and all
27 claims, transactions, or occurrences that occurred during the Class Period, including, but not limited
28 to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in

1 the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged
2 based on facts contained in the Operative Complaint or Plaintiff's PAGA Notice, and (c) demands,
3 rights, liabilities, and/or causes of action, of any form whatsoever arising at any time prior to the date
4 that Plaintiff signs this Agreement ("Plaintiff's Release"). Plaintiff's Release does not extend to any
5 claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment
6 benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any
7 time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may
8 discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or
9 believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all
10 respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

11 1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542: For purposes
12 of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits,
13 if any, of section 1542 of the California Civil Code, which reads: A general release does not extend
14 to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the
15 time of executing the release, and that if known by him or her would have materially affected his or
16 her settlement with the debtor or Released Party.

17 2. "Released Parties" means Defendants and each of their respective affiliates, related
18 companies, sister companies, and any other predecessor or successor companies, parents or
19 subsidiaries, and each of its or their former and present directors, officers, shareholders, employees,
20 executors, legal representatives, owners, members, attorneys, insurers, predecessors, successors,
21 agents, and assigns.

22 3. The "PAGA Period" means the period from October 13, 2022, through August 18,
23 2025.

24 4. In accordance with Labor Code Section 2699, Class Counsel shall submit this Order
25 and Judgment Granting Final Approval to the Labor and Workforce Development Agency.

26 5. This Court shall retain jurisdiction with respect to all matters related to the
27 administration and consummation of the settlement, and any and all claims, asserted in, arising out
28

of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the settlement and the determination of all controversies relating thereto.

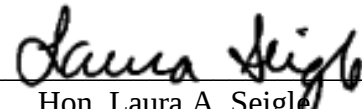
6. The Settlement Administrator shall provide to Class Counsel, and Class Counsel shall file a final report with the Court regarding distribution of settlement funds by July 20, 2026, indicating the disbursements were made pursuant to the settlement. Class Counsel shall also submit an Amended Final Class Judgment directing any uncashed funds be transmitted 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, Subd. (b).

~~A non-appearance case review~~
7. ~~A status conference~~ regarding distribution of the settlement funds is set for July 27, 2026 at 8:30 ~~a.m.~~/p.m. in Department 17 of the above-captioned Court.

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 01/20/2026




Hon. Laura A. Seigle
Judge of the Superior Court
Laura A. Seigle / Judge