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**F I L E D**  
San Diego Superior Court  
Central Division

MAR 07 2025

Clerk of the Superior Court  
By: A. Yim, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN DIEGO**

MANOLSA CHARLES, individually, and on  
behalf of other members of the general public  
similarly situated;

Plaintiff,

v.

NOVASYTE, LLC; a California limited  
liability company; and DOES 1 through 100,  
inclusive;

Defendants.

Case No.: 37-2022-00033748-CU-OE-CTL

Assigned for All Purposes to:  
Honorable Katherine A. Bacal  
Department C-63

**CLASS ACTION**

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

Hearing Date: March 7, 2025  
Hearing Time: 1:30 p.m.  
Hearing Place: Department C-63

Complaint Filed: August 22, 2022  
FAC Filed: February 27, 2023  
SAC Filed: November 29, 2023  
Trial Date: None Set

1 The Court, having read the papers filed regarding Plaintiff Manolsa Charles' ("Plaintiff")  
2 Motion for Final Approval of Class Action Settlement, and considering the papers submitted in  
3 support of the motion, including the Amended Joint Stipulation of Class Action and PAGA  
4 Representative Action Settlement and Release ("Settlement Agreement" or "Settlement"), **FINDS**  
5 **AND ORDERS:**

6 On October 2, 2024, Plaintiff and Defendant Novasyte, LLC ("Defendant") entered an  
7 agreement to settle this lawsuit.

8 On October 8, 2024, the Court entered an order preliminarily approving the settlement of  
9 this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil Procedure section  
10 382 and Rule of Court 3.769, ordering notice to be sent to Settlement Class Members, providing  
11 Settlement Class Members an opportunity to object to the Settlement or exclude themselves from  
12 the Settlement Class, and scheduling a Final Approval Hearing.

13 On March 7, 2025, the Court held a Final Approval Hearing to determine whether to give  
14 final approval to the Settlement of this lawsuit.

15 1. Incorporation of Other Documents. This Order of Final Approval and  
16 Judgment ("Order and Judgment") incorporates the Settlement Agreement. Unless otherwise  
17 provided herein, all capitalized terms in this Order and Judgment shall have the same meaning as  
18 set forth in the Settlement Agreement.

19 2. Jurisdiction. Because adequate notice has been disseminated and the  
20 Settlement Class has been given the opportunity to request exclusion, the Court has personal  
21 jurisdiction with respect to the claims of all Settlement Class Members. The Court has subject  
22 matter jurisdiction, including jurisdiction to approve the Settlement and grants final certification  
23 of the Settlement Class.

24 3. Final Class Certification. The Court finds that the Settlement Class satisfies  
25 all applicable requirements of Code of Civil Procedure section 382, Rule of Court 3.769, and due  
26 process. For purposes of settlement only, the Court certifies the Settlement Class consisting of all  
27 individuals who worked for Defendant Novasyte, LLC as non-exempt employees in California at  
28 any time during the period from February 24, 2018 through December 21, 2023 ("Settlement

1 Class,” “Settlement Class Members,” and “Class Period”). There are seven hundred sixty-one  
2 (761) Settlement Class Members who did not opt out of the class action portion of this Settlement.

3 4. Adequacy of Representation. Class Counsel fully and adequately  
4 represented the Settlement Class for purposes of entering and implementing the Settlement and  
5 satisfied the requirements of Code of Civil Procedure section 382.

6 5. Class Notice. The Court finds that the Class Notice and its distribution to  
7 Settlement Class Members were implemented pursuant to the Settlement and this Court’s  
8 Preliminary Approval Order. The Court finds that the Class Notice:

- 9 a. Constitutes notice reasonably calculated to apprise Settlement Class  
10 Members of: (i) pendency of this lawsuit; (ii) material terms and provisions  
11 of the Settlement Agreement and their rights; (iii) their right to object to any  
12 aspect of the Settlement Agreement; (iv) their right to exclude themselves  
13 from the Settlement; (v) their right to receive settlement payments; (vi) their  
14 right to appear at the Final Approval Hearing; and (vii) binding effect of the  
15 orders and judgment in this lawsuit on all Class Members;
- 16 b. Constitutes notice that fully satisfied the requirements of Code of Civil  
17 Procedure section 382, Rule of Court 3.769, and due process;
- 18 c. Constitutes the best practicable notice to Settlement Class Members under  
19 the circumstances of this lawsuit; and
- 20 d. Constitutes notice reasonable, adequate, and sufficient for Settlement Class  
21 Members.

22 6. Enforcement of Settlement. Nothing in this Order and Judgment shall  
23 preclude any action to enforce the terms and provisions of the Settlement Agreement.

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1           7.       Final Settlement Approval. The terms and provisions of the Settlement  
2 Agreement have been entered into good faith and are the product of arm's-length negotiations by  
3 experienced counsel who have done a meaningful investigation of the claims. The Settlement  
4 Agreement and all its terms and provisions are fully and finally approved as fair, reasonable,  
5 adequate, and in the best interests of the Parties. The Parties are directed to implement the  
6 Settlement Agreement according to its terms and provisions.

7           8.       Binding Effect. The terms and provisions of the Settlement Agreement and  
8 this Order and Judgment are binding on Plaintiff, Settlement Class Members, Private Attorneys  
9 General Act of 2004 ("PAGA") Members, and their spouses, heirs, registered domestic partners,  
10 executors, administrators, representatives, successors, and assigns. In addition, those terms shall  
11 have res judicata and other preclusive effect in all pending and future claims, lawsuits, or other  
12 proceedings maintained by or on behalf of any such persons to the extent those claims, lawsuits,  
13 or other proceedings involve matters that were or could have been raised in this lawsuit and are  
14 encompassed by the Released Class Claims and Released PAGA Claims. The Settlement  
15 Agreement will have no binding effect upon, and provide no res judicata preclusion to, those  
16 Settlement Class Members who have submitted timely Requests for Exclusion.

17           9.       Released Class Claims. Upon Defendant's transfer of the Gross Settlement  
18 Amount to the Settlement Administrator and the funding of Defendant's share of applicable  
19 employer payroll taxes owed thereon, each Class Member and Plaintiff shall be deemed to have  
20 fully, finally, and forever released Novasys Releasees from all Released Class Claims as set forth  
21 in section I(34) and Section VIII of the Settlement Agreement. Plaintiff, in conjunction with his  
22 execution of the Settlement Agreement and requesting the Service Enhancement, will also enter  
23 into the General Release as set forth in Section VIII.B of the Settlement Agreement.

24           a.       Released PAGA Claims. Upon Defendant's transfer of the Gross Settlement  
25 Amount to the Settlement Administrator and the funding of Defendant's  
26 share of applicable employer payroll taxes owed thereon, Plaintiff  
27 individually, and State of California, California Labor and Workforce  
28 Development Agency ("LWDA"), and PAGA Members, through Plaintiff

1 acting as the proxy and agent for the State of California and LWDA and as  
2 a Private Attorney General acting on behalf of all allegedly aggrieved  
3 current and former employees of Defendant, will be deemed to have fully,  
4 finally, and forever released the Novasyste Releasees from all Released  
5 PAGA Claims as set forth in Section VIII of the Settlement Agreement.

6 b. Plaintiff's Release. It is understood and agreed that as a condition of this  
7 General Release, and to affect a full and complete general release as  
8 described in Section VIII.B of the Settlement Agreement, Plaintiff  
9 expressly waives and relinquishes any and all claims, rights or benefits that  
10 he may have under Civil Code section 1542.

11 c. Novasyste Releasees. The Novasyste Releasees means Novasyste, LLC and all  
12 its current, future, and former parents, subsidiaries, divisions, affiliates,  
13 affiliates and subsidiaries under common ownership, owners, shareholders,  
14 members, directors, partners, officers, employees, attorneys, insurers,  
15 benefit plans, executors, assigns, agents and independent contractors, and  
16 the predecessors, successors, and assigns of each of them.

17  10. Attorneys' Fees and Costs. The Court finds that the attorneys' fees of  
18 ~~\$1,050,000~~ <sup>1,000,000</sup>, to be paid by Defendant to Class Counsel out of the Gross Settlement Amount, to be  
19 reasonable and appropriate. The Court finds that the attorneys' costs as reimbursement for actual  
20 litigation costs incurred of \$19,913.54, to be paid by Defendant to Class Counsel out of the Gross  
21 Settlement Amount, to be reasonable and appropriate. Defendant shall not be required to pay for  
22 any other attorneys' fees and expenses, costs, or disbursements incurred by Class Counsel or any  
23 other counsel representing Plaintiff or Class Members. Defendant shall also not be required to pay  
24 for any other attorneys' fees and expenses, costs, or disbursements incurred by Plaintiff or Class  
25 Members in connection with or related in any manner to this lawsuit, Agreement, settlement  
26 administration, Released Class Claims, and Released PAGA Claims.

27 a. The Court has an independent right and responsibility to review the  
28 attorneys' fees and only award so much as it determines reasonable.

1                   (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118  
2                   Cal.App.4th 123, 127-128.) The attorneys' fees of \$1,050,000 is thirty-five  
3                   percent (35%) of the common fund created for the benefit of the Settlement  
4                   Class and is supported by use of the percentage-fee method. (*Laffitte v.*  
5                   *Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.) Considering the  
6                   results achieved, financial risk undertaken, difficult nature of this litigation,  
7                   skills required, percentage fees award in previous and other cases, and  
8                   contingent fees charged in the marketplace, the Court finds that the  
9                   attorneys' fees is consistent with the marketplace, is reasonable, and is  
10                  approved.

- 11                  b. The Court has reviewed the Declaration of Douglas Han regarding the costs  
12                  expended. Under the terms of the Settlement, Class Counsel may seek  
13                  reimbursement of up to \$25,000 in actual litigation costs. The Court finds  
14                  that Class Counsel expended \$19,913.54 in litigation costs, and such costs  
15                  were reasonable. The Court approves the payment of the attorneys' costs of  
16                  \$19,913.54 from the common fund for the reimbursement of Class  
17                  Counsel's litigation costs.

18                  11.       Service Enhancement. The Court finds that the Service Enhancement of  
19                  \$10,000, to be paid by Defendant to Plaintiff for serving as the class representative, out of the  
20                  Gross Settlement Amount, to be reasonable and appropriate. The Service Enhancement is to be  
21                  paid pursuant to the terms and provisions set forth in the Settlement Agreement.

- 22                  a. The rationale for making enhancement payments is class representatives  
23                  should be compensated for the expense and risk they incurred in conferring  
24                  a benefit on the Settlement Class. Criteria courts consider include: (i) risk  
25                  to the class representatives in commencing suit; (ii) notoriety and personal  
26                  difficulties; (iii) amount of time and effort spent by the class representatives;  
27                  (iv) duration of the litigation; and (v) personal benefit (or lack thereof)  
28                  enjoyed by class representatives.

1                   b. The Court has reviewed Plaintiff's declaration. Given the risks inherent in  
2                   the services as the class representative, duration of the case and time  
3                   involved, and benefits created for the Settlement Class, the Court approves  
4                   the payment of the Service Enhancement of \$10,000 to Plaintiff for serving  
5                   as the class representative.

6                   12.     Settlement Administration Expenses. The Court finds that Settlement  
7     Administration Expenses of \$9,495, to be paid by Defendant to the Settlement Administrator out  
8     of the Gross Settlement Amount, to be reasonable and appropriate. The Settlement Administration  
9     Expenses is to be paid pursuant to terms and provisions set forth in the Settlement Agreement.

10                  a. The Court has reviewed the Declaration of Nick Castro from ILYM Group,  
11                  Inc., the Settlement Administrator. The Court finds that notice was provided  
12                  to the Settlement Class pursuant to the Preliminary Approval Order,  
13                  constitutes the best practicable notice to the Settlement Class, and satisfied  
14                  due process. Thus, the Court approves the payment of the Settlement  
15                  Administration Expenses of \$9,495 for the Settlement Administrator's  
16                  services in administering the Settlement.

17                  13.     PAGA Payment. The Court finds that the PAGA Payment of \$150,000,  
18     seventy-five percent (75%) of which (\$112,500) will be paid to the California Labor and  
19     Workforce Development Agency out of the Gross Settlement Amount and twenty-five percent  
20     (25%) of which (\$37,500) will be distributed to PAGA Members, on a pro rata basis, to be  
21     reasonable and appropriate. The PAGA Payments are to be paid pursuant to the terms and  
22     provisions set forth in the Settlement Agreement.

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1           14.     Funding the Gross Settlement Amount. Within fourteen (14) calendar days  
2 after the Effective Date, Defendant will provide payment of the Gross Settlement Amount to the  
3 Settlement Administrator to fund the Qualified Settlement Fund to be created by the Settlement  
4 Administrator, in addition to Defendant's share of employer payroll taxes for the payments  
5 reportable on IRS Form W-2. Within thirty (30) calendar days after the Effective Date, the  
6 Settlement Administrator shall distribute and pay all settlement payments to the appropriate  
7 entities and persons.

8           15.     Fairness of the Settlement. As noted in the Preliminary Approval Order, the  
9 Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiff contends that  
10 the Settlement was the product of arm's-length negotiations following extensive litigation,  
11 discovery, and exchange of documentation. The negotiations were facilitated with the aid of  
12 Deborah C. Saxe, an experienced and well-respected mediator.

13               a. The fairness of the Settlement is demonstrated by there being no objections  
14 to and no requests for exclusion from the Settlement.

15               b. The fairness of the Settlement is further illustrated by the gross *average*  
16 Class Settlement Payment being approximately \$2,313.52, and the gross  
17 *highest* Class Settlement Payment being about \$7,696.02.

18           16.     Uncashed Checks. Settlement Class Members and PAGA Members will  
19 have one hundred eighty (180) calendar days after mailing by the Settlement Administrator to cash  
20 settlement checks and will be so advised of such deadline. Uncashed settlement checks will be  
21 canceled and transmitted to the Controller of the State of California.

22           17.     Final Accounting and Compliance. The Court sets a ~~compliance~~ hearing for  
23 November 14, 2025, in Department C-63. At least five (5) court days before this hearing, Plaintiff  
24 shall file a compliance status report. Pursuant to Code of Civil Procedure section 384, the  
25 compliance status report shall specify the total amount paid to Settlement Class Members and  
26 residual of the unclaimed settlement funds that will be paid to the entity identified as the recipient  
27 of such funds in the Settlement Agreement.  
28

1           18.     Retention of Jurisdiction. The Court has jurisdiction to enter this Order and  
2 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,  
3 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,  
4 and for any other necessary purpose, including, without limitation:

- 5           a. Enforcing the terms and provisions of the Settlement Agreement and  
6 resolving any disputes, claims, or causes of action in this lawsuit that, in  
7 whole or in part, are related to or arise out of the Settlement Agreement or  
8 this Order and Judgment;
- 9           b. Entering such additional orders as may be necessary or appropriate to  
10 protect or effectuate this Order and Judgment approving the Settlement  
11 Agreement, and permanently enjoining Plaintiff from initiating or pursuing  
12 claims that have been released by the Settlement Agreement, or to ensure  
13 the fair and orderly administration of the Settlement Agreement; and
- 14           c. Entering any other necessary or appropriate orders to protect and effectuate  
15 this Court's retention of continuing jurisdiction.

16           The Motion for Final Approval of Class Action Settlement, attorneys' fees and costs, and  
17 Service Enhancement is GRANTED. The Settlement Administrator is directed to carry out the  
18 terms of the Settlement Agreement forthwith.

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1 THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE  
2 SETTLEMENT AGREEMENT. PURSUANT TO RULES OF COURT 3.769, THE COURT  
3 ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND  
4 SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS  
5 MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE THIS  
6 ORDER, THE SETTLEMENT AGREEMENT, AND THE JUDGMENT THEREON.

7  
8 **IT IS SO ORDERED.**

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10 DATED: 3/7/25

  
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HONORABLE KATHERINE A. BACAL  
SUPERIOR COURT JUDGE

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On March 11, 2025, I served the foregoing document described as

## PROOF OF SERVICE