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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

LOAN PHU, an individual and on behalf of all
others similarly situated;

Plaintiff,

vs.

MICROVENTION, INC., a Delaware
corporation; and DOES 1 through 50,

Defendants.

Case No.: 30-2024-01376392-CU-OE-CXC

[Assigned for All Purposes to:
Hon. David A. Hoffer, Dept. CX103]

**(PROPOSED) JUDGMENT AND ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT, CLASS
REPRESENTATIVE SERVICE
PAYMENT, AND ATTORNEY’S FEES
AND COSTS**

Action Filed: January 29, 2024
Trial Date: Not Set

1 The Motion of Plaintiff Loan Phu (“Plaintiff”) for Final Approval of Class Action and
2 PAGA Settlement, Class Representative Service Payment, and Attorney’s Fees and Costs (“Final
3 Approval Motion”) came on regularly for hearing before this Court pursuant to California Rule of
4 Court 3.769 and this Court’s earlier Order Granting Preliminary Approval of Class Action and
5 PAGA Settlement dated April 2, 2026 (“Preliminary Approval Order”).

6 Having considered the Parties’ Class Action and PAGA Settlement Agreement and
7 Amendment to the Class Action and PAGA Settlement Agreement (collectively, the “Settlement”),¹,
8 and the documents and evidence presented in support thereof, and recognizing the sharply disputed
9 factual and legal issues involved in this case, the risks of further prosecution, and the substantial
10 benefits to be received by the Class pursuant to the Settlement, the Court hereby makes a final
11 ruling that the Settlement is fair, reasonable, and adequate pursuant to California Code of Civil
12 Procedure § 382, and is the product of good faith, arm’s-length negotiations between the parties.
13 Good cause appearing therefor, the Court hereby GRANTS Plaintiff’s Final Approval Motion and
14 hereby ORDERS, ADJUDGES, AND DECREES:

15 1. Final judgment is hereby entered in conformity with the Agreement and this Final
16 Approval Order.

17 2. The conditional class certification is hereby made final, and the Court thus certifies,
18 for purposes of the Settlement, the following Class: All current and former non-exempt employees
19 who worked for Defendant Microvention, Inc. within the State of California at any time during the
20 Class Period of January 29, 2020 through July 12, 2025.

21 3. The Court hereby confirms Plaintiff as the Class Representative; William C. Sung
22 and Tiffany L. Luu of Justice for Workers, P.C. as Class Counsel; and Apex Class Action LLC. as
23 the Administrator.

24 4. Notice was provided to Class Members as set forth in the Settlement, which was
25 approved by the Court on April 2, 2026, and the notice process has been completed in conformity
26 with the Settlement and the Court's Preliminary Approval Order. The Court finds that said notice
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¹ All defined terms contained herein shall have the same meanings as set forth in the Settlement.

1 was the best notice practicable under the circumstances, and that individual notice was provided to
2 all Class Members who could be identified through reasonable effort. The Class Notice provided
3 due and adequate notice of the proceedings and matters set forth therein.

4 5. The Court finds that no Class Member objected to the Settlement, three Class
5 Members requested exclusion from the Settlement, and that the 99.70% participation rate in the
6 Settlement supports final approval.

7 6. The three Class Members who requested exclusion from the Settlement are Binh Bui,
8 Hoang Bui, and Truan Bui. These three Class Members will not receive any Individual Class
9 Payment and will not be bound by the Released Class Claims, but they will receive an Individual
10 PAGA Payment and will be bound by the Released PAGA Claims.

11 7. The Court further finds that the Settlement is fair, reasonable, and adequate, and
12 orders the Parties to effectuate the Settlement according to its terms.

13 8. For purposes of settlement only, the Court finds that: (a) the Class Members are
14 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions
15 of law or fact common to the Class, and there is a well-defined community of interest among
16 members of the Class with respect to the subject matter of the litigation; (c) the claims of the Class
17 Representative are typical of the claims of the Settlement Class members; (d) the Class
18 Representative has fairly and adequately protected the interests of the Class; (e) a class action is
19 superior to other available methods for an efficient adjudication of this controversy; and (f) Class
20 Counsel are qualified to serve as counsel for the Class Representative and the Class.

21 9. The Court finds that given the absence of objections to the Settlement, this Judgment
22 and Order shall be considered final as of the date of entry.

23 10. The Court finds that the Individual Class Payments and Individual PAGA Payments,
24 as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Administrator to
25 distribute the Individual Class Payments and Individual PAGA Payments in conformity with the
26 terms of the Settlement.

27 11. The Court orders Defendant to deposit the Gross Settlement Amount of
28 \$1,180,000.00 and employer payroll taxes with the Administrator no later than 14 days after the

1 Effective Date.

2 12. The Court finds that a Class Representative Service Payment in the amount of
3 \$10,000.00 to the Plaintiff is appropriate for Plaintiff's service to the Class. The Court finds that this
4 payment is fair, reasonable, and adequate, and orders that the Administrator make this payment in
5 conformity with the terms of the Settlement.

6 13. The Court finds that attorney's fees in the amount of \$354,000.00 and litigation costs
7 of \$10,355.02 for Class Counsel are fair, reasonable, and adequate in light of the common fund
8 created by the Settlement, and orders that the Administrator distribute these payments to Class
9 Counsel in conformity with the terms of the Settlement.

10 14. The Court orders that the Administrator shall be paid \$11,990.00 from the Gross
11 Settlement Amount in conformity with the terms of the Settlement, for all of its work done and to be
12 done until the completion of this matter and finds that sum appropriate.

13 15. The Court finds that the payment to the California Labor & Workforce Development
14 Agency ("LWDA") in the amount of \$75,000.00 for its share of the settlement of Plaintiff's
15 representative claim under the PAGA is fair, reasonable, and adequate, and orders the Administrator
16 to distribute this payment to the LWDA in conformity with the terms of the Settlement.

17 16. The Court orders that any settlement checks shall be negotiable for 180 calendar
18 days from the date of issuance of the check, and that any settlement checks that remain uncashed
19 after one 180 days after they are mailed shall be distributed to the Controller of the State of
20 California to be held pursuant to the Unclaimed Property Law, California Code of Civil Procedure
21 §§ 1500, *et seq.*, in the name of the Class Member to whom the check was issued.

22 17. "Released Parties" means Defendant and each of its former and present directors,
23 officers, shareholders, owners, members, predecessors, successors, assigns, subsidiaries, and
24 affiliates.

25 18. Effective on the date when Defendant fully funds the entire Gross Settlement
26 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
27 Payments, all Participating Class Members, on behalf of themselves and their respective former and
28 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release

Released Parties from all causes of action and claims that were alleged in the Action or reasonably could have been alleged based on the facts contained in the Complaints, arising during the Class Period (the “Released Class Claims”).

19. Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, 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 causes of action and claims for civil penalties under the California Private Attorneys General Act of 2004 that were alleged or reasonably could have been alleged based on the facts contained in the Operative Complaint and PAGA Notice, arising during the PAGA Period (“Released PAGA Claims”). “Aggrieved Employee” means all current and former non-exempt employees who worked for Defendant within the State of California during the PAGA Period of January 29, 2023 through July 12, 2025.

20. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give notice of this final Judgment and Order to all Participating Class Members by posting on it the Administrator’s website for 90 days.

21. This document shall constitute a final judgment pursuant to California Rule of Court 3.769(h), which provides: “If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order dismissing the action at the same time as, or after, entry of judgment.” Pursuant to California Code of Civil Procedure § 664.6, the Court retains jurisdiction to enforce the Settlement, the Final Approval Order, and this Judgment.

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1 22. The Court sets a Final Accounting Hearing for August 20, 2027 at 1:30 p.m. in
2 Department CX103 of the above-entitled Court. Plaintiff shall file a Final Accounting Declaration
3 from the Administrator no later than 16 court days before the Compliance Hearing.

4 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

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6 DATED: _____, 2026

Hon. David A. Hoffer
Judge of the Superior Court