

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA**

NELSON RAMIREZ, individually,
and on behalf of other members of the
general public similarly situated and
on behalf of other aggrieved
employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

HV GLOBAL MANAGEMENT
CORPORATION, an unknown
business entity; and DOES 1 through
100, inclusive,

Defendant.

Case No.: 5:21-cv-09955-BLF

Honorable Beth Labson Freeman
Courtroom 1

CLASS ACTION

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

Date: April 17, 2025
Time: 9:00 a.m.
Courtroom: 1

Complaint Filed: November 3, 2021
FAC Filed: February 22, 2022
SAC Filed: August 4, 2022
TAC Filed: February 2, 2023
FAC Filed: February 17, 2024
Trial Date: None Set

1 This matter has come before the Honorable Beth Labson Freeman whose
2 courtroom is located in Courtroom 1 of the United States District Court for the
3 Northern District of California, San Jose Courthouse, 280 South First Street, 5th
4 Floor, San Jose, California 95113, on Plaintiff Nelson Ramirez (“Plaintiff”)
5 Motion for Final Approval of Class Action and PAGA Settlement (“Motion for
6 Final Approval”).

7 On November 20, 2024, the Court entered an Order Granting Preliminary
8 Approval of Class Action and PAGA Settlement (Docket No. 169) (“Preliminary
9 Approval Order”), and thereby preliminarily approved the settlement of the above-
10 entitled action (“Action”) in accordance with the Joint Stipulation of Class Action
11 and PAGA Settlement and Release (“Agreement” or “Settlement Agreement”)
12 entered into by and between Plaintiff and Defendant HV Global Management
13 Corporation (“Defendant”), which, together with the exhibits annexed thereto set
14 forth the terms and conditions for settlement of the Action (“Settlement”).

15 Having reviewed the Settlement Agreement and duly considered the
16 parties’ papers and oral argument, and good cause appearing,

17 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS**
18 **FOLLOWS:**

19 1. All terms used herein shall have the same meaning as defined in the
20 Settlement Agreement and the Preliminary Approval Order.

21 2. This Court has jurisdiction over the claims of the Class Members
22 asserted in this proceeding and over all parties to the Action.

23 3. With respect to the Class (as defined below) and for purposes of
24 approving this Settlement only, this Court finds that: (a) the members of the Class
25 are ascertainable and so numerous that joinder of all members is impracticable; (b)
26 there are questions of law or fact common to the Class, and there is a well-defined
27 community of interest among members of the Class with respect to the subject
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1 matter of the Action; (c) the claims of Plaintiff are typical of the claims of the
2 members of the Class; (d) a class action is superior to other available methods for
3 an efficient adjudication of this controversy; and (e) the counsel of record for
4 Plaintiff, Lawyers *for* Justice, PC, is qualified to serve as counsel for the Class.
5 The Class is hereby defined to include:

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7 All current and former non-exempt employees employed by
8 Defendant in California at any time during the Class Period
9 (“Class” or “Class Members”).

10 4. The Court confirms Edwin Aiwazian, Joanna Ghosh, and Selena
11 Matavosian of Lawyers *for* Justice, PC as counsel for the Class (“Class Counsel”),
12 and Plaintiff Nelson Ramirez as representative of the Class (“Settlement Class
13 Representative”).

14 5. The Notice of Proposed Class and Representative PAGA Action
15 Settlement (“Class Notice”) that was provided to the Class Members, fully and
16 accurately informed the Class Members of all material elements of the Settlement
17 and of their opportunity to participate in, object to or comment thereon, or to seek
18 exclusion from, the Class Settlement; was the best notice practicable under the
19 circumstances; was valid, due, and sufficient notice to all Class Members; and
20 complied fully with the laws of the State of California, the United States
21 Constitution, due process and other applicable law. The Class Notice fairly and
22 adequately described the Settlement and provided Class Members with adequate
23 instructions and a variety of means to obtain additional information. The Court
24 therefore determined that all members of the Class have been given proper and
25 adequate notice of the Settlement.

26 6. The Court hereby grants final approval of the Settlement and finds
27 that it is fair, reasonable and adequate, and in the best interests of the Class as a
28 whole. The Court finds that the Settlement satisfies the standards for final

1 approval of a class action settlement under federal law. More specifically, the
2 Court finds that the Settlement was reached following meaningful discovery and
3 investigation conducted by Class Counsel; that the Settlement is the result of
4 serious, informed, adversarial, and arms-length negotiations between the parties;
5 and that the terms of the Settlement are in all respects fair, adequate, and
6 reasonable. In so finding, the Court has considered all of the evidence presented,
7 including evidence regarding the strength of Plaintiff's claims; the risk, expense,
8 and complexity of the claims presented; the likely duration of further litigation;
9 the amount offered in the Settlement; the extent of investigation and discovery
10 completed; and the experience and views of Class Counsel. The Court has further
11 considered the absence of any objections to the Settlement submitted by Class
12 Members. Accordingly, the Court hereby directs that the Settlement be affected in
13 accordance with the Settlement Agreement and the following terms and
14 conditions.

15 7. The Court finds that a full opportunity has been afforded to Class
16 Members to make objections to the Class Settlement and a full opportunity has
17 been afforded to Class Members to participate in the Final Approval Hearing. All
18 Class Members and other persons wishing to be heard have been heard. The
19 Court also finds that Class Members also have had a full and fair opportunity to
20 exclude themselves from the Class Settlement. Accordingly, the Court determines
21 that all Class Members who did not submit a valid and timely Request For
22 Exclusion ("Settlement Class Members") are bound by the Class Settlement and
23 this Order Granting Final Approval of Class Action and PAGA Settlement ("Final
24 Approval Order and Judgment"), and the State of California and all current and
25 former non-exempt employees employed by Defendant in California at any time
26 during the PAGA Period ("PAGA Group Members") are bound by the PAGA
27 Settlement and this Final Approval Order and Judgment.

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1 8. The Court finds that payment of Settlement Administration Costs in
2 the amount of \$7,950.00 is appropriate for the services performed and costs
3 incurred and to be incurred for the notice and settlement administration process. It
4 is hereby ordered that the Settlement Administrator, ILYM Group, Inc., shall issue
5 payment to itself in the amount of \$7,950.00, in accordance with the terms and
6 methodology set forth in the Settlement Agreement.

7 9. The Court finds that the allocation of \$75,000.00 toward penalties
8 under the Private Attorneys General Act, California Labor Code section 2698, *et*
9 *seq.* (“PAGA Allocation”), is fair, reasonable, and appropriate, and hereby
10 approved. The Settlement Administrator shall distribute the PAGA Allocation as
11 follows: the amount of \$56,250.00 to the California Labor and Workforce
12 Development Agency (“LWDA”) (“LWDA Payment”), and the amount of
13 \$18,750.00 (“PAGA Group Civil Penalties Fund”) to be distributed to PAGA
14 Group Members, in accordance with the terms and methodology set forth in the
15 Settlement Agreement.

16 10. The Court hereby enters Judgment by which Settlement Class
17 Members shall be conclusively determined to have given a release of any and all
18 Released Claims against any and all Released Parties, and PAGA Group Members
19 and the State of California shall be conclusively determined to have given a
20 release of any and all Released Claims against any and all Released Parties, as set
21 forth in the Settlement Agreement and Class Notice.

22 11. It is hereby ordered that Defendant shall fund the Gross Settlement
23 Amount, plus the amount of payroll taxes owed by Defendant, within thirty (30)
24 calendar days after the Settlement Administrator advises Defendant of the
25 employer payroll taxes owed, in accordance with the terms and methodology set
26 forth in the Settlement Agreement.

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1 12. It is hereby ordered that within ten (10) calendar days of the funding
2 of the Gross Settlement Amount, the Settlement Administrator shall distribute: (a)
3 Individual Settlement Payments to Settlement Class Members; (b) Individual
4 PAGA Payments to PAGA Group Members; (c) LWDA Payment to the LWDA;
5 (d) Enhancement Payment to Plaintiff; (e) Attorneys' Fees and Costs to Class
6 Counsel; and (f) Settlement Administration Costs to the Settlement Administrator,
7 in accordance with the terms and methodology set forth in the Settlement
8 Agreement.

9 13. It is hereby ordered that each Individual Settlement Payment and
10 Individual PAGA Payment will be valid and negotiable for one hundred and
11 eighty (180) calendar days from the date the checks are issued, and thereafter,
12 shall be cancelled. All funds associated with such cancelled checks will be
13 transmitted to the California State Controller Unclaimed Property Fund in the
14 name of the Settlement Class Member or PAGA Group Member for whom the
15 funds are designated, according to the methodology and terms set forth in the
16 Settlement Agreement. Settlement Class Members whose Individual Settlement
17 Payment checks are cancelled shall, nevertheless, be bound to the Class
18 Settlement. PAGA Group Members whose Individual PAGA Payment checks are
19 cancelled shall, nevertheless, be bound to the PAGA Settlement.

20 14. After entry of this Final Approval Order and Judgment, the Court
21 shall retain jurisdiction to construe, interpret, implement, and enforce the
22 Settlement Agreement and this Final Approval Order and Judgment, to hear and
23 resolve any contested challenge to a claim for settlement benefits, and to supervise
24 and adjudicate any dispute arising from or in connection with the distribution of
25 settlement benefits.

26 15. Individualized notice of this Final Approval Order and Judgment is
27 not required to be provided to Class Members. A copy of this Final Approval
28 Order and Judgment shall be posted on the Settlement Administrator's website,

1 which is accessible to Class Members, for a period of at least sixty (60) calendar
2 days after the date of entry of this Final Approval Order and Judgment.

3 **IT IS SO ORDERED.**

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6 DATE: _____

7 The Honorable Beth Labson Freeman
8 Judge of the United States District Court
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