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

KALU EKEH, as an individual and on  
behalf of all others similarly situated,

Plaintiff,

vs.

QUALITY TECHNOLOGY SERVICES,  
LLC, a Delaware limited liability  
company; and DOES 1 through 50,  
inclusive,

Defendants.

Case No.: 24CV019854

(Assigned to the Hon. Jill H. Talley, Dept. 23)

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

Date: June 26, 2026

Time: 9:00 a.m.

Dept.: 8A

Action Filed: September 30, 2024

Trial Date: None Set

1 This matter has come before the Honorable Jill H. Talley in Department 23 of the  
2 above-entitled Court for a hearing on Plaintiff Kalu Ekeh's ("Plaintiff") Motion for Final  
3 Approval of Class Action Settlement ("Motion for Final Approval") on June 26, 2026.  
4 Appearances for the Parties were noted on the record.

5 On January 23, 2026, the Court entered the Order Granting Preliminary Approval of  
6 Class Action Settlement ("Preliminary Approval Order") preliminarily approving the  
7 settlement of the above-captioned action ("Action") in accordance with the Joint Stipulation of  
8 Class Action Settlement and Release and the Amendment to Joint Stipulation of Class Action  
9 Settlement and Release (together, the "Agreement" or "Settlement Agreement"), which  
10 together with its attached exhibits, set forth the terms and conditions for settlement of the  
11 Action.

12 Due and adequate notice having been given to all Settlement Class Members and  
13 PAGA Group Members as required in the Preliminary Approval Order, and the Court having  
14 reviewed the Agreement and considered the papers, the arguments of counsel, and all other  
15 evidence and matters presented, and good cause appearing:

16 **IT IS ORDERED** that the Motion for Final Approval of Class Action Settlement is  
17 **GRANTED**, subject to the following findings and orders:

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

20 2. The Court finds that, for settlement purposes only, the applicable requirements of  
21 California Code of Civil Procedure section 382 and California Rule of Court 3.769, *et seq.* have  
22 been satisfied with respect to the Settlement Class and the settlement. The Court makes final its  
23 earlier provisional certification of the Settlement Class for settlement purposes, as set forth in the  
24 Preliminary Approval Order.

25 3. This Court has jurisdiction over the Action and over all Parties to this Action,  
26 including all Settlement Class Members and PAGA Group Members.

27 4. Distribution of the Class Notice directed to the Settlement Class as set forth in the  
28 Agreement has been completed in conformity with the Preliminary Approval Order, including

1 individual notice to all Settlement Class Members who could be identified through reasonable  
2 effort, and was the best notice practicable under the circumstances. The Class Notice fully and  
3 accurately informed the Settlement Class of all material elements of the settlement and of their  
4 opportunity to participate in, object to, or comment thereon, or to seek exclusion from the  
5 settlement; provided due and adequate notice of the proceedings related to the settlement; and  
6 fully satisfied the requirements of due process.

7         5. The Court grants final approval of the settlement and finds that the settlement is  
8 fair, adequate, and reasonable and that Plaintiff has satisfied the standards and applicable  
9 requirements for final approval of this class action settlement under California law, including the  
10 provisions of California Code of Civil Procedure section 382. The Court hereby finds the  
11 settlement was entered into in good faith pursuant to and within the meaning of California Code  
12 of Civil Procedure section 877.6.

13         6. The Court finds that the settlement has been reached as a result of intensive,  
14 serious and non-collusive arm's-length negotiations. The Court has considered all of the  
15 evidence presented and further finds that the Parties have conducted extensive investigation and  
16 research, and counsel for the Parties are able to reasonably evaluate their respective positions.  
17 The Court also finds that the settlement at this time will avoid additional substantial costs, as  
18 well as avoid the delay and risks that would be presented by the further prosecution of the  
19 Action. The Court has considered the benefits that are being provided as part of the settlement  
20 and the significant value to the Settlement Class and PAGA Group, along with the absence of  
21 any objections and exclusions to the settlement by Settlement Class Members. Accordingly, the  
22 Court directs that the settlement be effected in accordance with the Agreement and the following  
23 terms and conditions.

24         7. A full opportunity has been afforded to the Settlement Class Members to  
25 participate in the Final Approval Hearing, and all Settlement Class Members and other persons  
26 wishing to be heard have been heard. The Settlement Class Members also have had a full and  
27 fair opportunity to exclude themselves from the settlement. Accordingly, the Court determines  
28 that all Settlement Class Members who did not submit a timely and valid request for exclusion to

1 the Settlement Administrator (“Remaining Class Members”) are bound by this Final Approval  
2 Order and Judgment.

3 8. The Court finds that zero (0) Settlement Class Members have timely and validly  
4 opted out of the settlement and will not be bound by this Order Granting Final Approval of Class  
5 Action Settlement and Judgment (“Final Approval Order and Judgment”).

6 9. The Court approves the revised Gross Settlement Amount of \$337,740.50 based  
7 on the Settlement Agreement’s Escalator Clause.

8 10. The Court finds the Individual Settlement Payments to Remaining Class Members  
9 provided for under the settlement to be fair and reasonable in light of all of the circumstances.  
10 The Court directs the Settlement Administrator to calculate and distribute payments to  
11 Remaining Class Members for Class Member Payment Amounts, in accordance with the terms  
12 set forth in the Agreement and Preliminary Approval Order.

13 11. The Court finds that the request for an award of attorneys’ fees in the amount of  
14 35% of the revised Gross Settlement Amount, or \$118,209.18, to Class Counsel falls within the  
15 range of reasonableness, and the results achieved justify the award sought. The requested  
16 attorneys’ fees to Class Counsel are fair and reasonable; and are approved. The Court directs  
17 Phoenix Settlement Administrators (the Administrator) to issue payment in the amount of  
18 \$118,209.18 to Class Counsel for attorneys’ fees, in accordance with the Agreement and  
19 Preliminary Approval Order.

20 12. The Court finds that reimbursement of litigation costs and expenses in the amount  
21 of \$9,778.60 to Class Counsel is reasonable; and is approved. The Court directs the Settlement  
22 Administrator to issue payment in the amount of \$9,778.60 to Class Counsel for reimbursement  
23 of litigation costs and expenses, in accordance with the Agreement and Preliminary Approval  
24 Order.

25 13. The Court finds that Plaintiff’s Service Award in the amount of \$10,000.00 for  
26 the work performed by Plaintiff on behalf of the Class is fair and reasonable; and is approved.  
27 The Court directs the Settlement Administrator to issue payment of the Service Award in the  
28 amount of \$10,000.00 to Plaintiff Kalu Ekeh, in accordance with the Agreement and Preliminary

1 Approval Order.

2 14. The Court finds that the PAGA Payment in the amount of \$30,000.00 for  
3 penalties under the California Private Attorneys General Act, is fair and reasonable; and is  
4 approved. The Court directs the Settlement Administrator to issue payment of the PAGA  
5 Payment as follows: the amount of \$19,500.00 (65% of \$30,000.00) to the California Labor and  
6 Workforce Development Agency, and the amount of \$10,500.00 (35% of \$30,000.00) as PAGA  
7 Group Member Payment Amounts to PAGA Group Members, in accordance with the Agreement  
8 and Preliminary Approval Order.

9 15. The Court finds that payment of Settlement Administration Expenses in the  
10 amount of \$5,200.00 to the Settlement Administrator is fair, reasonable, and appropriate for the  
11 services performed and costs incurred; and is approved. The Court directs the Settlement  
12 Administrator to issue payment of Settlement Administration Expenses in the amount of  
13 \$5,200.00 to itself, in accordance with the Agreement and Preliminary Approval Order.

14 16. The Court directs the Settlement Administrator to cancel any Individual  
15 Settlement Payment checks issued to Settlement Class Members and PAGA Group Members that  
16 are not cashed or deposited within one hundred eighty (180) calendar days after they are issued,  
17 and transmit the funds associated with such cancelled checks to the designated *cy pres* recipient,  
18 Legal Aid at Work.

19 17. The Court directs Class Counsel to file the Settlement Administrator's  
20 Declaration of Compliance and Proof of Payment within two hundred forty (240) calendar days  
21 of this Final Approval Order and Judgment.

22 18. Neither the settlement nor any of the terms set forth in the Agreement is an  
23 admission by Defendant, or any of the other Released Parties, nor is this Final Approval Order  
24 and Judgment a finding of the validity of any claims in the Action or of any wrongdoing by  
25 Defendant, or any of the other Released Parties. Neither this Final Approval Order and  
26 Judgment, the Agreement, any document related to the Settlement, nor any action taken to carry  
27 out the Settlement is, may be construed as, or may be used as, an admission by or against  
28 Defendant, or any of the other Released Parties, of any fault, wrongdoing or liability. The

entering into or carrying out of the settlement, and any related negotiations or proceedings, will not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant, or any of the other Released Parties, and will not be offered in evidence in any action or proceeding in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final Approval Order and Judgment, the Agreement, the Released Class Claims, Released PAGA Claims, or any related agreement or release.

19. The Court orders, adjudges and decrees that:

a. Plaintiff and all Settlement Class Members (*i.e.*, all non-exempt employees in California at any time between September 30, 2020 and January 23, 2026) who did not opt out of the settlement fully, finally, and forever release, compromise, and discharge the Released Parties from the Released Class Claims during the Class Period (*i.e.*, September 30, 2020 through January 23, 2026), in accordance with the terms of the Agreement;

b. Plaintiff and all PAGA Group Members fully, finally, and forever release, compromise, and discharge the Released Parties from the Released PAGA Claims during the PAGA Period, in accordance with the terms of the Agreement; and

c. Plaintiff fully, finally, and forever releases, compromises, and discharges the Released Parties from all causes of action, claims, judgments, obligations, damages or liabilities of whatever kind and character and waives all rights under California Civil Code section 1542, in accordance with the terms of the Agreement.

20. The Court hereby enters final judgment in accordance with the terms of the Agreement, the Order Granting Preliminary Approval of Class Action Settlement, and this Order.

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1           21.     The Court retains continuing jurisdiction, pursuant to California Rules of Court,  
2 Rule 3.769(h) and Code of Civil Procedure section 664.6, to enforce the settlement until  
3 performance in full of the terms of the Agreement.

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

5  
6 Dated: \_\_\_\_\_

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7 HON. JILL H. TALLEY  
8 SUPERIOR COURT OF CALIFORNIA  
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