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Superior Court of California
County of Los Angeles

JAN 11 2021

Sherri R. Carter, Executive Officer/Clerk
By: Stephanie Chung, Deputy

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **COUNTY OF LOS ANGELES**

12 RAQUEL ESCOBAR, individually, and on
behalf of all others similarly situated,

13 Plaintiff,

14
15 vs.

16 TROY-CSL LIGHTING, INC., a California
17 corporation dba TROY LIGHTING; and
18 DOES 1 through 10, inclusive,

19 Defendants

Case No.: BC702284

CLASS ACTION

[Hon. Daniel J. Buckley, Dept. SSC-1]

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

JUDGMENT THEREON

Action Filed: May 1, 2018
Trial date: Not set

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1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiff Raquel Escobar (“Plaintiff”) and Defendant Troy-CSL Lighting, Inc., (“Defendant”)
3 have reached terms of settlement for a putative class action.

4 Plaintiff has filed a motion for final approval of a class action settlement of the claims asserted
5 against Defendant in this action, memorialized in the JOINT STIPULATION OF CLASS ACTION
6 SETTLEMENT, as amended by the FIRST ADDENDUM TO JOINT STIPULATION OF CLASS
7 ACTION AND PAGA ACTION SETTLEMENT (*see* Declaration of H. Scott Leviant In Support of
8 Plaintiff’s Motion for Final Approval of Class Action Settlement [“Leviant Decl.”], at Exhs. 1 and 2).
9 The JOINT STIPULATION OF CLASS ACTION SETTLEMENT and the FIRST ADDENDUM TO
10 JOINT STIPULATION OF CLASS ACTION AND PAGA ACTION SETTLEMENT which modifies
11 it as directed by this Court are collectively referred to herein as the “Agreement” or “Settlement.”

12 After reviewing the Agreement and the Notice process, and other related documents, and having
13 heard the argument of Counsel for respective parties, **IT IS HEREBY ORDERED AS FOLLOWS:**

14 1. The Court finds that the terms of the proposed class action Settlement are fair,
15 reasonable, and adequate, pursuant to California Code of Civil Procedure § 382. In granting final
16 approval of the class action settlement the Court has considered the factors identified in *Dunk v. Ford*
17 *Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba v. Apple Computer, Inc.*, 91 Cal.
18 App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706(2006).

19 2. The Court finds that the Settlement has been reached as a result of intensive, serious,
20 and non-collusive arms-length negotiations. The Court further finds that the parties have conducted
21 thorough investigation and research, and the attorneys for the parties are able to reasonably evaluate
22 their respective positions. The Court also finds that settlement at this time will avoid additional
23 substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution
24 of the action. The Court finds that the risks of further prosecution are substantial.

25 3. The parties’ Settlement is granted final approval as it meets the criteria for final
26 settlement approval. The settlement falls within the range of possible approval as fair, adequate, and
27 reasonable.

1 4. The Class Notice provided to the Settlement Class conforms with the requirements of
2 Code of Civil Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and
3 United States Constitutions, and any other applicable law, and constitutes the best notice practicable
4 under the circumstances, by providing individual notice to all Class Members who could be identified
5 through reasonable effort, and by providing due and adequate notice of the proceedings and of the
6 matters set forth therein to the other Settlement Class Members. The Class Notice fully satisfied the
7 requirements of due process. The distribution of the Notice Packet directed to the Settlement Class
8 Members as set forth in the Agreement and the Court's directions has been completed in conformity
9 with the Preliminary Approval Order.

10 5. The following persons are certified as Class Members solely for the purpose of entering
11 a settlement in this matter:

12 All persons who worked for any Defendant in California as a quality control
13 worker, parts processor, general worker, or similar position, or were paid as a non-
14 exempt employee at any time during the period beginning four years before filing of the
initial complaint in this action (May 1, 2014) and ending March 1, 2020.

15 (Settlement ¶ 6.) Because no Class Members submitted a timely and valid request for exclusion, each
16 Class Member is a participating Class Member in the Settlement and has released the claims described in
17 the Settlement.

18 6. Class Members who did not timely object to the settlement set forth in the Agreement are
19 barred from prosecuting or pursuing any appeal of the Court's Order Granting Final Approval to the
20 Agreement and are deemed to have released claims to the extent described in the Agreement.

21 7. No Class Members submitted a timely request for exclusion according to the Settlement
22 Administrator and are thus excluded from the Final Approval Order and Judgment in the Action. All
23 Class Members are bound by the Final Approval Order and Judgment in the Action.

24 8. Plaintiff RAQUEL ESCOBAR is appointed as the Class Representative. The Court
25 finds Plaintiff's counsel are adequate, as they are experienced in wage and hour class action litigation
26 and have no conflicts of interest with absent Settlement Class Members, and that they adequately
27 represented the interests of absent class members in the Litigation. Moon & Yang, APC, Kane Moon
28 and H. Scott Leviant are appointed Class Counsel.

1 9. The Settlement is approved. Upon entry of this Final Approval Order and Judgment,
2 compensation to the Class Members shall be effectuated pursuant to the terms of the Settlement.

3 10. The Court hereby approves the payment of an enhancement award to Plaintiff
4 RAQUEL ESCOBAR in the amount of **\$12,000** / _____ [up to \$12,000.00]. The Court
5 finds that this amount is fair and reasonable in light of Plaintiff's contributions to this litigation, and this
6 amount is unopposed.

7 11. The Court approves the payment of attorneys' fees to Class Counsel in the amount of
8 **\$225,000** / _____ [up to \$225,000.00], and the reimbursement of litigation expenses
9 in the sum of **\$20,000** / _____ [up to \$20,000.00].

10 12. The Court approves and orders payment in the amount of \$15,000 / _____
11 [up to \$15,000 pursuant to Settlement] to Phoenix Settlement Administrators for performance of its
12 services as the Settlement Administrator.

13 13. The Court approves and orders payment in the amount of **\$24,000.00** to the Labor and
14 Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys
15 General Act of 2004 (Labor Code § 2698 *et seq.*).

16 14. Upon the Final Effective Date, Plaintiff and the Final Settlement Class Members, shall
17 have, by operation of this Final Approval Order and Judgment, fully, finally, and forever released,
18 relinquished, and discharged Defendants from the Released Claims described in the Settlement as
19 follows:

20 Except as to such rights or claims as may be created by this Settlement, the Class
21 Representatives, the Class and each Class Member who has not submitted a valid and
22 timely request for exclusion as to claims other than the PAGA claim, will release claims
23 as follows:

23 (a) Identity of Released Parties. Defendants, and each of its/their former and
24 present direct and/or indirect owners, dba's, affiliates, parents, subsidiaries, brother and
25 sister corporations, divisions, related companies, successors and predecessors, and
26 current and former employees, attorneys, officers, directors, shareholders, owners,
27 trustees, attorneys, fiduciaries, beneficiaries, subrogees, executors, partners, privies,
28 agents, servants, insurers, representatives, administrators, employee benefit plans, and
assigns of said entities (collectively "Releasees").

 (b) Claims Released by Class Members and Plaintiff. As of the Effective Date, and
upon payment of amounts set forth herein, and except as to such rights or claims as may
be created by this Agreement, Plaintiff and each and every Class Member, on behalf of
himself or herself and his or her heirs and assigns, unless he or she has properly elected

to opt out of the Class (which will not effectuate an opt-out from the PAGA claim), hereby releases Releasees from the following claims ("Released Claims") for the entire Class Period:

1) any and all claims stated in the Action, or that could have been stated based on the fact in the Action, implicitly or explicitly, including but not limited to state and/or federal wage and hour claims (including all claims under the California Labor Code) for unpaid wages, minimum wage, overtime, off-the-clock work, meal periods, rest periods, wage statement violations, interest, penalties, and attorneys' fees, waiting time penalties, withholding from wages and the related provisions of the Labor Code including but limited to Labor Code §§ 201-204, 202, 203, 204, 210, 216, 218.6, 226, 226.3, 226.7, 510, 512, 512.5, 558, 1194, 1194.2, 1198, derivative claims under California Business & Professions Code §§ 17200 et seq., and all claims under the Wage Order;

2) as to any Class Member who cashes their Settlement Payment, the signing and negotiation of that check shall serve as the Class Member's consent to join the action for purposes of releasing claims arising under the Fair Labor Standards Act that are related to the claims stated in the Action, implicitly or explicitly. Settlement Payment Checks will include a notation stating that "By cashing this check, you are opting into the release of claims arising under the Fair Labor Standards Act."; and,

3) in addition, as to all Class Members, whether requesting exclusion from the Settlement or not, claims arising under the Private Attorneys General Act of 2004, Labor Code § 2698 et seq., to the extent asserted in Plaintiff's administrative exhaustion letter submitted to the LWDA and any Complaint.

15. Upon completion of the administration of the Settlement, the Parties shall file a declaration stating that all amounts payable under the Settlement have been paid and that the terms of the Settlement have been completed.

16. A non-appearance case review shall be scheduled for January 18, ²⁰²²~~2021~~, at 4:00 ~~a.m.~~/p.m. The declaration of the Settlement Administrator shall be filed at least 7 calendar days prior to the non-appearance case review.

17. This "Judgment" is intended to be a final disposition of the Action in its entirety and is intended to be immediately appealable.

18. The Court retains jurisdiction to consider all further applications arising out of or in connection with the settlement.

JUDGMENT

In accordance with and for the reasons stated in the Final Approval Order, Judgment shall be entered whereby the Plaintiff and all Settlement Class Members shall take nothing from Defendant,

1 except as expressly set forth in the Settlement, which was previously filed as Exhibit A to the Declaration
2 of H. Scott Leviant in Support of Plaintiff's Motion for Final Approval of Class Action Settlement.

3 Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California
4 Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiffs,
5 Settlement Class Members, and Defendants, for the purposes of:

- 6 (a) supervising the implementation, enforcement, construction, and interpretation of the
7 Settlement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order,
8 and the Judgment; and
9 (b) supervising distribution of amounts paid under this Settlement.

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11 **IT IS SO ORDERED.**

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13 Dated: 1/11/2024

DANIEL J. BUCKLEY

Hon. Daniel J. Buckley
LOS ANGELES COUNTY SUPERIOR COURT JUDGE

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

Theodore E. Bacon, Esq.
Joanne C. Chan, Esq.
ALVARADOSMITH, APC
235 Pine Street, Suite 1150
San Francisco, CA 94104

Jacob M. Clark, Esq.
ALVARADOSMITH, APC
1 MacArthur Place, Suite 200
Santa Ana, CA 92707

Attorneys for Defendant Troy-CSL Lighting, Inc.

☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service CASEANYWHERE. I did not receive an error message.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **December 17, 2020** at Los Angeles, California.

H. Scott Leviant
Type or Print Name


Signature



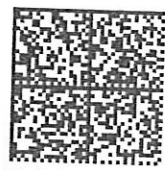
MOON & YANG, APC

ATTORNEYS AT LAW

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