

**LIDMAN LAW, APC**

Scott M. Lidman (SBN 199433)  
slidman@lidmanlaw.com  
Elizabeth Nguyen (SBN 238571)  
enguyen@lidmanlaw.com  
Milan Moore (SBN 308095)  
mmoore@lidmanlaw.com  
2155 Campus Drive, Suite 150  
El Segundo, CA 90245  
Tel: (424) 322-4772  
Fax: (424) 322-4775

Attorneys for Plaintiff  
MY LE PHAM

**HAINES LAW GROUP, APC**

Paul K. Haines (SBN 248226)  
phaines@haineslawgroup.com  
2155 Campus Drive, Suite 180  
El Segundo, CA 90245  
Tel: (424) 292-2350  
Fax: (424) 292-2355

Attorneys for Plaintiff  
MY LE PHAM

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

MY LE PHAM, as an individual and on behalf  
of all others similarly situated,  
Plaintiff,

vs.

PLASMA RUGGEDIZED SOLUTIONS, INC.,  
a Delaware corporation,  
Defendants.

Case No. 30-2019-01086573-CU-OE-CXC

*[Assigned for All Purposes to Hon. Peter Wilson,  
Dept. CX102]*

**ORDER OF FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT AND FINAL  
JUDGMENT**

Date: December 3, 2020  
Time: 2:00 p.m.  
Dept.: CX 102

Complaint Filed: July 30, 2019  
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on December 3, 2020, pursuant to  
2 California Rule of Court 3.769 and this Court's August 3, 2020 Order Granting Preliminary Approval  
3 of Class Action Settlement ("Preliminary Approval Order"). Having considered the parties'  
4 Stipulation of Settlement ("Settlement")<sup>1</sup> and the documents and evidence presented in support  
5 thereof, the Court hereby makes a final ruling that the proposed Settlement is fair, reasonable, and  
6 adequate, and is the product of good faith, arm's-length negotiations between the parties. Good cause  
7 appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Final Approval of Class Action  
8 Settlement and ORDERS as follows:

9 1. The conditional class certification contained in the Preliminary Approval Order is  
10 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class  
11 consisting of:

12 All current and former non-exempt employees who worked for Defendant.  
13 Plasma Ruggedized Solutions, Inc. in California from July 30, 2015  
14 through June 30, 2020.

15 2. Plaintiff My Le Pham is hereby confirmed as Class Representative, and Scott M.  
16 Lidman, Elizabeth Nguyen and Milan Moore of Lidman Law, APC, and Paul Haines of Haines Law  
17 Group, APC are hereby confirmed as Class Counsel.

18 3. Notice was provided to the Settlement Class as set forth in the Settlement. The form  
19 and manner of notice were approved by the Court on August 3, 2020, and the notice process has been  
20 completed in conformity with the Court's Order. The Court finds that said notice was the best notice  
21 practicable under the circumstances. The Class Notice provided due and adequate notice of the  
22 proceedings and matters set forth therein, informed Settlement Class members of their rights, and fully  
23 satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court  
24 3.769, and due process.

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26  
27 <sup>1</sup> Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned  
28 to them in the Settlement.

1           4.       The Court finds that no Settlement Class member objected to the Settlement, zero (0)  
2 Class Members have opted out of the Settlement, zero (0) notices were undeliverable, and that the  
3 100% participation rate in the Settlement supports final approval.

4           5.       The Court hereby approves the settlement as set forth in the Settlement Agreement as  
5 fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement  
6 according to its terms.

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

16           7.       The Court finds that given the absence of objections to the Settlement, and objections  
17 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

18           8.       The Court orders that Defendant deposit the Gross Settlement Amount of Three  
19 Hundred Ninety-Five Thousand Dollars and Zero Cents (\$395,000.00) with Phoenix Settlement  
20 Administrators (“Phoenix”), the Settlement Administrator, within 30 days of entry of this Judgment, as  
21 provided for in Section 4(C) of the Settlement.

22           9.       Any Settlement funds that remain uncashed after 180 calendar days after they are  
23 mailed shall be delivered to the California State Controller’s Office – Unclaimed Property Fund in the  
24 name of the Settlement Class member.

25           10.      The Court finds that the settlement payments, as provided for in the Settlement, are fair,  
26 reasonable, and adequate, and orders the Settlement Administrator to distribute the individual  
27 payments in conformity with the terms of the Settlement.  
28

1           11.     The Court finds that a service award in the amount of \$3,000.00 for Plaintiff My Le  
2 Pham is appropriate for her risks undertaken and service to the Settlement Class. The Court finds that  
3 this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this  
4 payment in conformity with the terms of the Settlement.

5           12.     The Court finds that attorneys' fees in the amount of \$131,666.66, and litigation costs  
6 of \$22,718.53 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement  
7 Administrator distribute these payments to Class Counsel in conformity with the terms of the  
8 Settlement.

9           13.     The Court orders that the Settlement Administrator shall be paid \$10,000.00 from the  
10 Gross Settlement Amount for all of its work done and to be done until the completion of this matter,  
11 and finds that sum appropriate.

12           14.     The Court finds that the payment to the California Labor & Workforce Development  
13 Agency ("LWDA") in the amount of \$7,500.00 for its share of the settlement of Plaintiff's  
14 representative action under the California Labor Code Private Attorneys General Act ("PAGA") is  
15 fair, reasonable, and adequate, and orders the Claims Administrator to distribute this payment to the  
16 LWDA in conformity with the terms of the Settlement.

17           15.     Pursuant to the terms of the Settlement, the employer's share of payroll taxes for the  
18 portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately, and in  
19 addition to, the Gross Settlement Amount.

20           16.     The Court finds and determines that upon satisfaction of all obligations under the  
21 Settlement and this Order, all Settlement Class members will be bound by the Settlement, will have  
22 released the Released Claims as set forth in the Settlement, and will be permanently barred from  
23 prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

24           17.     The Settlement is not an admission by Defendant Plasma Ruggedized Solutions, Inc.  
25 nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant  
26 Plasma Ruggedized Solutions, Inc. Neither this Order, the Settlement, nor any document referred to  
27  
28

1 herein, nor any action taken to carry out the Settlement, shall be construed or deemed an admission of  
2 liability, culpability, or wrongdoing on the part of Defendant Plasma Ruggedized Solutions, Inc.

3 18. As of the date of this Judgment, all Settlement Class members shall be deemed to have  
4 fully released and discharged Defendant, and all of its past and present officers, directors,  
5 shareholders, lenders, unit holders, managers, employees, agents, principals, heirs, representatives,  
6 accountants, auditors, consultants, and each of their respective successors, assignees, assignors, and  
7 predecessors in interest, subsidiaries, affiliates, parents and attorneys (collectively the “Released  
8 Parties”) from all claims, demands, rights, liabilities and causes of action that were pled in any of the  
9 Complaints in the Action, or which could have been pled in any of the Complaints in the Action, on  
10 behalf of the Settlement Class only based on the factual allegations therein, that arose during the Class  
11 Period with respect to the subject matters of the Complaints, including, without limitation, for the  
12 following claims: (a) failure to pay all minimum wages owed; (b) failure to pay all overtime wages  
13 owed; (c) failure to provide meal periods, or pay premium pay for non-compliant meal periods; (d)  
14 failure to authorize and permit rest periods, or pay premium pay for non-complaint rest periods; (e)  
15 failure to provide accurate, itemized wage statements; (f) all claims for unfair business practices that  
16 could have been premised on or derive from the facts, claims, causes of action or legal theories  
17 described above; and (g) a claim under California Labor Code Private Attorneys General Act of 2004  
18 (“PAGA”) that could have been premised on or derive from the facts, claims, causes of action or legal  
19 theories described above (collectively, the “Released Claims”).

20 19. The period of the Release shall extend to the limits of the Class Period.

21 20. The releases identified herein shall be null and void should the Settlement not be fully  
22 funded. The release will be effective on the date the Settlement is fully funded by Defendant paying  
23 the Gross Settlement Amount in trust to a Qualified Settlement Fund established by the Settlement  
24 Administrator.

25 21. Pursuant to the terms of the Settlement, the release identified herein does not apply to  
26 Plaintiff’s individual claims asserted in the lawsuit entitled *My Le Pham v. Plasma Ruggedized*  
27 *Solutions, Inc.* currently pending in Orange County Superior Court, bearing Case No. 30-2019-  
28

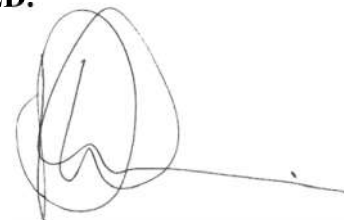
01114579-CU-WT-CJC, filed on or about November 26, 2019. This Agreement in no way affects Plaintiff's individual claims asserted in the lawsuit entitled *My Le Pham v. Plasma Ruggedized Solutions, Inc.* currently pending in Orange County Superior Court, bearing Case No. 30-2019-01114579-CU-WT-CJC, filed on or about November 26, 2019.

22. 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 section 664.6 of the California Code of Civil Procedure, the Court will retain jurisdiction to enforce the Settlement, the Final Approval Order, and this Judgment. The Settlement Class members were provided notice that the Final Judgment would be posted on this website in the Notice of Pendency of Class Action and Proposed Settlement mailed to Settlement Class members. A copy of the Final Judgment entered by the Court shall be posted on the Settlement Administrator's website at: (<http://www.phoenixclassaction.com/class-action-lawsuites/judgments/>).

23. The Settlement Administrator shall file a declaration regarding the disbursement of Settlement funds on or before August 20, 2021 and the compliance hearing shall be set for **August 27, 2021 at 9:00 a.m.**

**IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.**

Dated: December 10, 2020



Honorable Peter Wilson  
Judge of the Superior Court