

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: NAME: Farzad Rastegar (SBN 155555); Thomas S. Campbell (SBN199014) FIRM NAME: RASTEGAR LAW GROUP, APC STREET ADDRESS: 22760 Hawthorne Blvd., Suite 200 CITY: Torrance STATE: CA ZIP CODE: 90505 TELEPHONE NO.: (310) 961-9600 FAX NO.: (310) 961-9094 E-MAIL ADDRESS: farzad@rastegarlawgroup.com; tom@rastegarlawgroup.com ATTORNEY FOR (name): Plaintiff, Q'OWN JOHNSON	<p style="text-align: center;"><i>FOR COURT USE ONLY</i></p> <p style="text-align: center;">FILED Superior Court of California County of Los Angeles 05/31/2023 David W. Slayton, Executive Officer / Clerk of Court By: <u> T. Lewis </u> Deputy</p>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 312 North Spring Street MAILING ADDRESS: 312 North Spring Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Spring Street Courthouse	
PLAINTIFF/PETITIONER: Q'own Johnson DEFENDANT/RESPONDENT: Vestas-American Wind Technology Inc. OTHER:	CASE NUMBER: 19STCV40800
PROPOSED ORDER (COVER SHEET)	JUDICIAL OFFICER: Hon. David S. Cunningham III
	DEPT: 11

Electronically Received 05/26/2023 01:35 PM

NOTE: This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.


1. Name of the party submitting the proposed order:
Plaintiff, Q'OWN JOHNSON

2. Title of the proposed order: [PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF'S JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE AND MOTION FOR ATTORNEY'S FEES, SERVICE AWARD AND COSTS

3. The proceeding to which the proposed order relates is:
 - a. Description of proceeding: PLAINTIFF'S MOTION FOR FINAL APPROVAL
 - b. Date and time: MAY 26, 2023
 - c. Place: DEPT. 11

4. The proposed order was served on the other parties in the case.

Farzad Rastegar _____
 (TYPE OR PRINT NAME)


 (SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:

Q'own Johnson v. Vestas-American Wind Technology Inc.

CASE NUMBER:

19STCV40800

**PROOF OF ELECTRONIC SERVICE
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

b. My electronic service address is (*specify*): andrews@rastegarlawgroup.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):
Sarah E. Ross, Esq.; LITTLER MENDELSON P.C.
2049 Century Park East, 5th Floor, Los Angeles, CA

b. To (*electronic service address of person served*): sross@littler.com

c. On (*date*): May 26, 2023

Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: May 26, 2023

Andrews Rodriguez

(TYPE OR PRINT NAME OF DECLARANT)



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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

Q'OWN JOHNSON, individually, and on
behalf of all other similarly situated
current and former employees of
Defendants,

Plaintiff,

vs.

VESTAS-AMERICAN WIND
TECHNOLOGY INC., a California
Corporation; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 19STCV40800
[Assigned for all purposes to the Hon. David
S. Cunningham III, Dept. 11]

**~~PROPOSED~~ JUDGMENT AND
ORDER GRANTING PLAINTIFF'S
JOINT STIPULATION OF CLASS
ACTION SETTLEMENT AND
RELEASE AND MOTION FOR
ATTORNEY'S FEES, SERVICE
AWARD AND COSTS**

Date: May 26, 2023
Time: 9:00 a.m.
Dept.: 11

On December 7, 2022, this Court issued an Order Granting Preliminary Approval of the parties Joint Stipulation of Class Action Settlement and Release (the "Settlement" or the "Settlement Agreement"). Named Plaintiff Q'Own Johnson now seeks a final order and judgment granting final approval of the Settlement Agreement attached to the Declaration of Farzad Rastegar in Support of Plaintiff's Notice of Motion and Motion for Final Approval of Joint Stipulation of Class Action Settlement and Release ("Motion for Final Approval") as Exhibit 1.

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1 Due and adequate notice having been given to the Settlement Class Members, as
2 defined below, and the Court having considered Plaintiff's Motion for Final Approval, the
3 supporting declarations and exhibits thereto, all papers filed and proceedings had herein,
4 and any written objections received regarding the Settlement Agreement, and having
5 reviewed the record in the Actions, and good cause appearing,

6 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED AS FOLLOWS:**

7 1. The Court, for purposes of this Final Order and Judgment, adopts all defined
8 terms as set forth in the Settlement Agreement.

9 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
10 Settlement Class Members, and Defendant Vestas American Wind Technology Inc.
11 ("Defendant").

12 3. The Court finally approves the Settlement Agreement and finds the terms
13 thereof to be fair, reasonable, just, adequate, and in the best interests of the Settlement
14 Class Members.

15 4. Plaintiff and all Class Members, except the Class Members who have
16 submitted valid and timely Requests for Exclusion to the Settlement Administrator (i.e., the
17 "Settlement Class Members") shall have, by operation of this Final Order and Judgment,
18 fully, finally, and forever released, relinquished, and discharged Defendant and all
19 Released Parties from all Released Claims as defined in the Settlement Agreement.

20 5. The Parties shall bear their own respective attorney's fees and costs, except as
21 otherwise provided for in the Settlement Agreement and approved by the Court.

22 6. Solely for purposes of effectuating the Settlement, the Court finally certified
23 the following class: "[a]ll non-exempt employees employed by Defendant in California
24 from July 1, 2019 through December 7, 2022."

25 7. The Notice provided to the Settlement Class Members conforms with the
26 requirements of California Code of Civil Procedure section 382, California Civil Code
27 section 1781, California Rules of Court 3.766 and 3.769, the California and United States
28 Constitutions, and any other applicable law, and constitutes the best notice practicable

1 under the circumstances, by providing individual notice to all Settlement Class Members
2 who could be identified through reasonable effort, and by providing due process and
3 adequate notice of the proceedings and of the matters set forth therein to the Settlement
4 Class Members. The Notice fully satisfies the requirements of due process.

5 8. The Court directs the Parties to implement and carry out the terms and
6 provisions of the Settlement Agreement.

7 9. The Court finds the Maximum Settlement Amount, the Net Settlement
8 Amount, and the methodology used to calculate and pay each Settlement Class Member's
9 Individual Settlement Payment are fair and reasonable, and authorizes the Settlement
10 Administrator to pay the Individual Settlement Payments to the Settlement Class Members
11 in accordance with the terms of the Settlement Agreement.

12 10. No more than ten (10) calendar days after the Effective Date, as that term is
13 used in the Settlement, the Settlement Administrator will provide the Parties with an
14 accounting of all anticipated payments from the qualified settlement fund ("QSF"),
15 including: (a) Attorneys' fees and costs; (b) Settlement Administration Costs; (c) Service
16 Award to Plaintiff; (d) the Net Settlement Amount; and (e) employer payroll taxes, as
17 specified in this Settlement Agreement and approved by the Court. Within fifteen (15)
18 calendar days after the Effective Date, the Settlement Administrator will provide
19 Defendant wire transfer information for the QSF. Within thirty (30) calendar days after the
20 receipt of wire transfer information for the QSF from the Settlement Administrator,
21 Defendant will provide the Maximum Settlement Amount, plus the employer side payroll
22 taxes to be calculated by the administrator, to the Settlement Administrator, to pay the
23 following amounts: (a) the Individual Settlement Payments, (b) the amounts approved by
24 the Court for payment of Class Counsel's attorney's fees and costs; (c) the Service Award;
25 and (d) the Settlement Administration Costs, all of which the Settlement Administrator
26 shall pay out of the Maximum Settlement Fund.

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1 11. The Court hereby approves a Service Award in the amount of Five Thousand
2 and Zero Cents (\$5,000.00) from the Maximum Settlement Fund to Named Plaintiff for his
3 services as class representatives and for his agreement to release all claims.

4 12. From the Maximum Settlement Fund, Class Counsel is awarded One
5 Hundred Sixty-Eight Thousand Four-Hundred and Six Dollars and Seventy-Three Cents
6 (\$168,406.73) for their reasonable attorney's fees and Fourteen Thousand Nine-Hundred
7 and Ninety-Three Dollars and Twenty-Five Cents (\$14,993.25) for their reasonable costs
8 incurred in the Actions.

9 13. The Court approves Settlement Administration Costs in the amount of Seven
10 Thousand Five Hundred Dollars (\$7,500.00). Such costs shall be paid from the Maximum
11 Settlement Fund.

12 14. Thereafter, compensation to the Settlement Class Members shall be
13 effectuated pursuant to the terms of the Settlement.

14 15. This Judgment is intended to be a final disposition of the above captioned
15 action in its entirety, and is intended to be immediately appealable.

16 16. This Court shall retain jurisdiction with respect to all matters related to the
17 administration and consummation of the Settlement and enforcement of this Final
18 Approval Order.

19 17. This Final Approval Order and Judgment will have full *res judicata* effect
20 and be final and binding upon the Settlement Class Members regarding the Released Class
21 Claims and upon Plaintiff for any claims against Defendant or the Released Parties relating
22 to or arising from Plaintiff's employment with or separation from Defendant ("Plaintiff's
23 Released Claims"). This Final Approval Order and Judgment and the underlying
24 Settlement Agreement preclude the Named Plaintiff and Settlement Class Members from
25 instituting, commencing, or continuing to pursue, directly or indirectly, as an individual or
26 collectively, representatively, derivatively, or on behalf of himself or herself, or in any
27 other capacity of any kind whatsoever, any action in this Court, any other state or federal
28 court, or any arbitration or mediation proceeding or any other similar proceeding, against

1 any of the Released Parties, that asserts any Released Claims. This Final Approval Order
2 and Judgment permanently enjoins and bars all Settlement Class Members from
3 prosecuting any and all of the Released Claims and Named Plaintiff from prosecuting any
4 of the Plaintiff's Released Claims against any of the Released Parties, on satisfaction of all
5 payments and obligations hereunder. This Final Approval Order and Judgment
6 permanently enjoins and bars all Settlement Class Members from reopening any of the
7 Released Claims against the Released Parties.

8 18. The Settlement is not an admission by Defendant or by any of the Released
9 Parties, nor is this Order a finding of the validity of any allegations or of any wrongdoing
10 by Defendant or any other Released Parties. Neither this Order, the Settlement Agreement,
11 nor any document referred to herein, nor any action taken to carry out the Settlement
12 Agreement, may be construed as, or may be used as, an admission of any fault,
13 wrongdoing, omission, concession, or liability whatsoever by or against Defendant or any
14 of the other Released Parties. Nor should this Order or the Settlement Agreement be
15 construed as an admission that Plaintiff can serve as adequate Class Representative or that
16 an ascertainable class exists. There has been no determination by any court as to the merits
17 of the claims asserted by Plaintiff against Defendant or as to whether a class or classes
18 should be certified, other than for settlement purposes only.

19 19. Plaintiff shall file a final accounting report with the Court on April 8, 2024.

20 20. Plaintiff's Motion for Final Approval is hereby granted and the Court directs
21 that judgment shall be entered in accordance with the terms of this Final Order and
22 Judgment.

23 **IT IS SO ORDERED AND ADJUDICATED.**

24 DATE: 05/31/2023



A handwritten signature in black ink that reads "David S. Cunningham III".

David S. Cunningham III / Judge
HON. DAVID S. CUNNINGHAM III
SUPERIOR COURT JUDGE