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Attorneys for Plaintiff JORGE LOPEZ,
on behalf of himself and others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JORGE LOPEZ, on behalf of himself and others
similarly situated,

Plaintiff,

vs.

E AND S RING MANAGEMENT CORP.; and
DOES 1 to 100, inclusive,

Defendants.

Case No.: 22STCV12467

CLASS ACTION

*[ASSIGNED FOR ALL PURPOSES TO THE
HON. STUART M. RICE, DEPT. 1]*

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

*[Filed concurrently with the Declaration of
Plaintiff Jorge Lopez]*

Hearing Information:

Date: September 5, 2024

Time: 10:30 a.m.

Dept.: 1

1 Plaintiff Jorge Lopez's ("Plaintiff") Notice and Motion for Final Approval of Class Action
2 Settlement and Motion for Award of Attorneys' Fees and Costs with Defendant E & S Ring
3 Management Corp. ("Defendant" or "E&S") came before this Court on September 5, 2024, at 10:30
4 a.m. in Department 1 of Los Angeles County Superior Court, Spring Street Courthouse, located at
5 312 N. Spring Street, Los Angeles, CA 90012. Having received and considered the court-approved
6 Amended Class Action and PAGA Settlement Agreement and Class Notice, attached as Exhibit 1 to
7 the Declaration of Eve Howe in Support of Plaintiff's Motion for Final Approval of Class Action
8 Settlement and Motion for Award of Attorneys' Fees and Costs filed on August 21, 2024 (together,
9 the "Settlement" or "Settlement Agreement"), Plaintiff's Motion for Final Approval of Class Action
10 Settlement and Motion for Award of Attorneys' Fees and Costs, the supporting papers filed by the
11 Parties, the declaration of Cassandra Polites on behalf of ILYM Group, Inc., the declaration of
12 Plaintiff Jorge Lopez, and the evidence and argument received by the Court in conjunction with the
13 Motion for Preliminary Approval of Class Action Settlement and Documents thereto, the Court grants
14 final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
15 DETERMINATION:

16 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
17 including all members of the settlement class.

18 2. The Court finds that the Class (defined below) is properly certified as a class for
19 settlement purposes only:

20 All persons employed by E&S in California and classified as
21 a non-exempt, hourly service technician who worked for E&S during
22 the Class Period. The "Class Period" means the period from April 13,
23 2018, to June 18, 2023.

24 3. The Court appoints Plaintiff Jorge Lopez as Class Representative for settlement
25 purposes only.

26 4. The Court appoints Joseph Lavi, Esq., Vincent C. Granberry, Esq., and Eve Howe,
27 Esq. of Lavi & Ebrahimian, LLP as Class Counsel for settlement purposes only.

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1 5. The notice provided to the class members conforms with the requirements of
2 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
3 of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable
4 law, and constitutes the best notice practicable under the circumstances, by providing individual
5 notice to all class members who could be identified through reasonable effort, and by providing due
6 and adequate notice of the proceedings and of the matters set forth therein to the other class members.
7 The notice fully satisfied the requirements of due process.

8 6. The Court finds the settlement was entered into in good faith, that the settlement is
9 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
10 requirements for final approval of this class action settlement under California law, including the
11 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
12 3.769.

13 7. The Settlement Agreement is not an admission by Defendant or by any other released
14 party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant
15 or any other released party. Neither this Order, the Settlement, nor any document referred to herein,
16 nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission
17 of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants or
18 any of the other released parties.

19 8. No Class Members have objected to the terms of the Settlement.

20 9. No Class Members have requested exclusion from the Settlement.

21 10. Within fourteen (14) calendar days following the Effective Date, Defendant shall
22 provide the Gross Settlement Amount of Seven Hundred Ninety-Five Thousand Dollars and Zero
23 Cents (\$795,000.00) and an amount sufficient to pay employer's share of payroll taxes with respect
24 to the wages portion of the Individual Class Payments to the Settlement Administrator. Within
25 fourteen (14) calendar days after Defendant funds the Gross Settlement Amount, the Settlement
26 Administrator will pay (a) Individual Class Payments to Participating Class Members; (b) Individual
27 PAGA Payments to Aggrieved Employees; (c) the LWDA PAGA Payment to the LWDA; (d) Court-
28 approved Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to Class

1 Counsel; (e) Court-approved Class Representative Service Payment to Plaintiff; and (f) Court-
2 approved Administration Expenses Payment to itself. The envelope transmitting a settlement
3 distribution to Class Members shall bear the notation "YOUR CLASS ACTION SETTLEMENT
4 CHECK IS ENCLOSED."

5 11. In the event that an Individual Class Payment and/or Individual PAGA Payment check
6 is returned to the Settlement Administrator as undeliverable and the Settlement Administrator is
7 unable to locate a valid mailing address, if the Participating Class Member whose check was returned
8 is a current employee of Defendant, the Settlement Administrator and Defendant shall arrange to have
9 the check delivered to the Participating Class Member at their place of employment.

10 12. In addition to any recovery that Plaintiff may receive under the Settlement, and in
11 recognition of the Plaintiff's efforts on behalf of the settlement class, the Court hereby approves the
12 payment from the Gross Settlement Amount of a Class Representative Service Payment to Plaintiff
13 in the amount of Ä ¤ €€€€.

14 13. The Court approves the payment from the Gross Settlement Amount of attorneys' fees
15 to Class Counsel in the sum of Two Hundred Sixty-Five Thousand Dollars and Zero Cents
16 (\$265,000.00), and the reimbursement of litigation expenses in the sum of Sixteen Thousand Nine
17 Hundred Three Dollars and Forty-Nine Cents (\$16,903.49). Both are reasonable amounts. The
18 reasonableness of the fee award is determined based on a reasonable percentage of the common fund
19 obtained for the class. The court also has considered the lodestar amount. Awarding fees on a
20 percentage basis encourages efficient litigation practices and reflects the actual benefit obtained for
21 the class.

22 14. The Court approves the payment from the Gross Settlement Amount of PAGA
23 Penalties in the amount of Fifty Thousand Dollars and Zero Cents (\$50,000.00), from which 75%
24 (\$37,500.00) shall be transmitted to the California Labor and Workforce Development Agency
25 ("LWDA") and 25% (\$12,500.00) shall be allocated to Individual PAGA Payments to Aggrieved
26 Employees, per the Settlement.

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1 15. The Court approves and orders payment from the Gross Settlement Amount in the
2 amount of Six Thousand One Hundred Fifty Dollars and Zero Cents (\$6,150.00) to ILYM Group,
3 Inc. for performance of settlement administration services.

4 16. The Gross Settlement Amount less all approved payments deducted therefrom and the
5 Net Settlement Amount available for distribution to the Class are as shown in the following table:

| | | |
|--|---------------------------------|---|
| Gross Settlement Amount | \$ 795,000.00 | |
| <i>Less</i> PAGA Penalties | - \$ 50,000.00 | (to LWDA) 37,500.00 (to Aggrieved Employees) 12,500.00 |
| <i>Less</i> Attorney Fees | - \$ 265,000.00 | (to Class Counsel) |
| <i>Less</i> Litigation Costs | - \$ 16,903.49 | (to Class Counsel) |
| <i>Less</i> Administration Costs | - \$ 6,150.00 | (to ILYM Group) |
| Subtotal before Service Award | \$ 456,946.51 | |
| <i>Less</i> Service Award | - \$ 11,150.00 | (to Class Representative) |
| Net Settlement Amount Available for Distribution | \$ 445,796.51 | (to the Class) |

14 17. Participating Class Members will have one hundred eighty (180) calendar days from
15 the date of issuance of the check to cash or otherwise deposit their check. For any check not cashed
16 after 180 calendar days, the Settlement Administrator shall cancel the check and remit the funds to
17 the California State Controller's Office for Unclaimed Property. The Settlement Administrator shall
18 inform the Parties regarding the status of any uncashed checks at the conclusion of the 180-calendar
19 day check cashing period, including the amount at issue.

20 18. Effective on the date when Defendant fully funds the entire Gross Settlement Amount
21 and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
22 Plaintiff and Class Members will release claims against all Released Parties as follows: All
23 Participating Class Members, on behalf of themselves and their respective former and present
24 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
25 Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the Class
26 Period facts stated in the Operative Complaint and ascertained in the course of the Action including,
27 but not limited to, all statutes/ordinances referenced in the Operative Complaint and corresponding
28 provisions of the California Industrial Welfare Commission Wage Orders and the California Code of

1 Regulations, including but not limited to (1) the California Code of Regulations, Title 8, §11050, (2)
2 Labor Code Sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 515, 1194, 1194.2, 1197, and
3 1198, as related to the above claims, (3) the Fair Labor Standards Act, 29 U.S.C. § 201 et seq. and (4)
4 all related federal, state or local statutes, common law, ordinances, regulations, or provisions relating
5 to the facts and claims in the Action, including claims for continuing wages, failure to pay wages,
6 failure to pay wages in a timely manner, failure to pay minimum wages, failure to pay overtime, failure
7 to provide allegedly required wage statements, failure to provide meal or rest breaks, liquidated
8 damages, civil penalties, premium wages, claims for injunctive relief and restitution under California
9 Business & Professions Code § 17200, interest, costs and attorneys' fees, including Labor Code
10 Sections 218.5 and 218.6, Code of Civil Procedure Section 1021.5 and Civil Code Section 3287.
11 Participating Class Members who negotiate or otherwise deposit their Settlement Payment Check will
12 be deemed to have opted into the Action for purposes of the Fair Labor Standards Act ("FLSA") and
13 as to those Class Members, they expressly waive and release any FLSA claims arising during the
14 Class Period and reasonably related to the claims and allegations in the Operative Complaints. This
15 release excludes the release of claims not permitted by law. The following language will be printed
16 on the reverse of each Settlement Payment Check, or words to this effect: "By endorsing or otherwise
17 negotiating this check, I acknowledge that I read, understood, and agree to the terms set forth in the
18 Notice of Class Action Settlement and I consent to join in the FLSA portion of the Action, elect to
19 participate in the settlement of the FLSA claims, and agree to release all of my FLSA claims that are
20 covered by the Settlement". Except as set forth in Section 6.3 of the Settlement, Participating Class
21 Members do not release any other claims, including claims for vested benefits, wrongful termination,
22 violation of the Fair Employment and Housing Act, unemployment insurance, disability, social
23 security, workers' compensation, or claims based on facts occurring outside the Class Period.

24 19. This Court shall retain jurisdiction with respect to all matters related to the
25 administration and consummation of the settlement, and any and all claims, asserted in, arising out
26 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the
27 settlement and the determination of all controversies relating thereto.

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1 20. Pursuant to California Rules of Court, Rule 3.771(b), within 30 days of service of
2 notice of entry of judgment, the Settlement Administrator shall post on the Settlement Administrator's
3 website a copy of this Judgment.

4 21. The Settlement Administrator shall provide a declaration to Class Counsel by no later
5 than September 2, 2025, indicating the disbursements made pursuant to the settlement.

6 22. Class Counsel shall file a final report summarizing all distributions made pursuant to
7 the settlement, supported by declaration on or before **September 4, 2025**.

8 23. A non-appearance case review regarding distribution of the settlement funds is set for
9 **September 5, 2025, at 4:00 p.m.** in Department 1 of the above-captioned Court.

10
11 **IT IS SO ORDERED.**

12 Dated: SEP 2 2025



A handwritten signature in black ink, appearing to read "Stuart M. Rice".

Stuart M. Rice / Judge

Hon. Stuart M. Rice
Judge of the Superior Court