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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

MAR 20 2026

BY Jessica Garcez
JESSICA GARCEZ, DEPUTY

Attorneys for Plaintiff SAYED OMAR,
on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN BERNARDINO

SAYED OMAR, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

LIPPERT COMPONENTS, INC., a
California Corporation; and DOES 1
through 50, inclusive,

Defendants.

Case No. CIVSB2225091

[Assigned for all purposes to Hon. Joseph T. Ortiz, Dept. S17]

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT,
REPRESENTATIVE ENHANCEMENT
AND REQUEST FOR ATTORNEY FEES
AND COSTS**

*[Filed concurrently with Notice of Motion
and Motion for Final Approval of Class
Action Settlement; Memorandum of Points
and Authorities in Support of Motion for
Final Approval; Declaration of Cassandra
Polites of ILYM Group, Inc.; Declaration of
Haig B. Kazandjian, Esq.]*

HEARING INFO:

Final Approval Hearing
Date: March 20, 2026
Time: 1:30 PM
Dept.: S17

Action Filed: November 4, 2022
FAC Filed: June 24, 2024
Trial Date: None Currently Scheduled

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1 **ORDER AND JUDGMENT**

2 The motion brought by Plaintiff SAYED OMAR (herein referred to as "Plaintiff" or
3 "Class Representative") for an order granting final approval of class action settlement came on
4 for hearing in Department S17 of this Court on March 20, 2026 at 1:30 p.m. This is a wage and
5 hour Class Action and Private Attorneys General Act ("PAGA") representative action brought
6 against Defendant Lippert Components, Inc. (herein referred to as "Defendant").

7 The Court, having read the papers filed with regard to Plaintiff's motion for final
8 approval of class action settlement and hearing argument regarding that motion, hereby FINDS,
9 ORDERS AND ADJUDGES:

10 1. The Court has jurisdiction over the subject matter of this litigation and over all
11 parties to this Action, including the class members, representative action members, and Labor
12 and Workforce Development Agency ("LWDA").

13 2. The Court certifies the class for purposes of settlement. The class to whom this
14 judgment applies is defined as follows: "Class" means all persons who are or were employed by
15 Defendant in California and classified as hourly, non-exempt employees during the Class Period
16 of November 4, 2018, through November 8, 2024. (the "Class Period").

17 3. Aggrieved Employees under PAGA to whom this judgment applies are defined as
18 follows: "Aggrieved Employee" means all individuals who are or were previously employed by
19 Defendant in the State of California who were classified as hourly, non-exempt employees
20 during the period of January 6, 2020 through November 8, 2024 (the "PAGA Period").

21 4. "Action" means the Plaintiff's lawsuit alleging wage and hour violations against
22 Defendant Lippert Components, Inc., captioned Sayed Omar v. Lippert Components, Inc., et. al.,
23 commenced on November 4, 2022, Case No CIVSB2225091. On June 24, 2024, Plaintiff filed
24 an Amended Complaint in the Action that is deemed the Operative Complaint.

25 5. The Court finds that the settlement agreement was entered into in good faith, is a
26 product of arm's-length negotiations between the parties and that the terms of the settlement are
27 fair, reasonable, adequate, and in the best interests of the settlement class. The Court also finds
28 the settlement satisfies the standards and applicable requirements for final approval of this class

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1 action settlement under California law, including the provisions of California Code of Civil
2 Procedure section 382 and California Rules of Court, Rule 3.769.

- 3 6. The settlement agreement is therefore finally approved and incorporated herein.
- 4 a. The Gross Settlement Amount (“GSA”) is \$650,000.00.
- 5 b. The Net Settlement Fund (“Net”) is \$338,965.19, exclusive of the Aggrieved
6 Employees’ PAGA portion of the settlement (\$12,500.00; 25% of the
7 \$50,000.00 PAGA Payment) (GSA minus the following):
- 8 c. Class Counsel, Haig B. Kazandjian Lawyers, APC are awarded attorneys’ fees
9 in the amount of \$216,666.66 and costs in the amount of \$23,718.15.
- 10 d. The Court grants the requested Class Representative enhancement award
11 totaling \$10,000.00.
- 12 e. The settlement administrator, ILYM Group, Inc., is granted payment in the
13 amount of \$10,650.00 for its fees and services.
- 14 f. The Court approves the PAGA payment of \$50,000.00 payable as follows:
- 15 i. \$37,500.00 (75% of \$50,000.00 PAGA Payment) payable to the LWDA.
- 16 ii. The Court approves payment of \$12,500.00 (25% of \$50,000.00 PAGA
17 Aggrieved Employees Payment) payable to the Aggrieved Employees.
- 18 g. In addition to the GSA, Defendant will be separately responsible for any
19 employer payroll taxes required by law.
- 20 7. The Court orders the parties to the settlement agreement to perform forthwith
21 each of their obligations as set forth according to its terms.
- 22 8. Funding: Defendant shall fully fund the Gross Settlement Amount and also fund
23 the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds
24 to the Administrator no later than 30 days after the Effective Date. “Effective Date” means the
25 date by when both of the following have occurred: (a) the Court enters a Judgment on its Order
26 Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final
27 as of the latest of the following occurrences: (a) if no Participating Class Member objects to the
28 Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members

1 objects to the Settlement, the day after the deadline for filing a notice of appeal from the
2 Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court
3 affirms the Judgment and issues a remittitur.

4 9. Distribution of GSA: Within fourteen (14) days after Defendant funds the Gross
5 Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all
6 Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment,
7 the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class
8 Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class
9 Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not
10 precede disbursement of Individual Class Payments and Individual PAGA Payments.

11 10. Tax Allocation of Individual Class Payments: 33% of each Participating Class
12 Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage
13 Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2
14 Form. The 67% of each Participating Class Member's Individual Class Payment will be allocated
15 to settlement of claims for [e.g., interest and penalties] (the "Non-Wage Portion"). The Non-
16 Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms.
17 Participating Class Members assume full responsibility and liability for any employee taxes
18 owed on their Individual Class Payment.

19 11. Individual Class Payment Calculation: The Administrator will calculate
20 Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of
21 Workweeks worked by all Participating Class Members during the Class Period and (b)
22 multiplying the result by each Participating Class Member's Workweeks.

23 12. Uncashed Checks: For any Class Member whose Individual Class Payment check
24 or Individual PAGA Payment check is uncashed and cancelled after the void date, or for whom
25 the Administrator is unable to issue a check due to unavailability of information including but
26 not limited to Social Security numbers, mailing addresses, or other necessary information
27 required to issue a payment check, the Administrator shall transmit the *funds* represented by such
28 uncashed and cancelled and or unactualized check issuances to a Court-approved nonprofit

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1 organization or foundation consistent with Code of Civil Procedure section 384, subdivision (b)
2 (“Cy Pres Recipient”) United Way LA.

3 13. Class Counsel and the Claims Administrator have used their best efforts to locate
4 class members and to provide them with notice that fully and accurately informs class members
5 of all material elements of the proposed settlement. The Court finds that the notice program
6 implemented pursuant to the Settlement Agreement (i) constituted the best practicable notice, (ii)
7 was reasonably calculated, under the circumstances, to apprise members of the class of the
8 pendency of the Litigation, their right to object or exclude themselves from the proposed
9 settlement, and to appear at the Final Approval Hearing, (iii) was reasonable and constituted
10 valid, due, adequate, and sufficient notice to all members of the class, and (iv) met all applicable
11 requirements of due process under California law.

12 14. No objections to the settlement were filed and no Class Members have requested
13 to be excluded from the Class Action Settlement.

14 15. Accordingly, effective on the date when Defendant fully funds the entire Gross
15 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
16 Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims
17 against all Released Parties as follows:

18 a. Release by Participating Class Members: All Participating Class Members, on behalf of
19 themselves and their respective former and present representatives, agents, attorneys,
20 heirs, administrators, successors and assigns, release Released Parties from (i) all claims
21 that were alleged, or reasonably could have been alleged, based on the Class Period facts
22 stated in the Action and ascertained in the course of the Action, including, all class claims
23 pled or that could have been pled based on the factual allegations contained in the
24 operative complaints which occurred during the Class Period of November 4, 2018
25 through the date of preliminary approval, including, but not limited to claims under
26 California Labor Code §§ 201, 202, 203, 204, 210, 226(a), 226.2, 226.3, 226.7, 256, 432,
27 510, 512, 558(a), 558.1, 1174, 1174.5, 1175, 1182.2, 1194, 1194.5, 1197, 1197.1, 1198,
28 1198.5, 1199, and 2802. Except as set forth in Section 5.3 of the Settlement Agreement,

1 Participating Class Members do not release any other claims, including claims for vested
2 benefits, wrongful termination, violation of the Fair Employment and Housing Act,
3 unemployment insurance, disability, social security, workers' compensation, or claims
4 based on facts occurring outside the Class Period of November 4, 2018 through
5 November 8, 2024, the date of preliminary approval.

6 b. Release by Non-Participating Class Members And Participating Class Members Who Are
7 Aggrieved Employees: All Non-Participating Class Members, and Participating Class
8 Members who are Aggrieved Employees are deemed to release, on behalf of themselves
9 and their respective former and present representatives, agents, attorneys, heirs,
10 administrators, successors and assigns, the Released Parties from all claims for PAGA
11 penalties that were alleged, or reasonably could have been alleged, based on the PAGA
12 Period facts stated in the Action and the PAGA Notice and ascertained in the course of
13 the Action, including, all PAGA claims pled or that could have been pled based on the
14 factual allegations contained in the operative complaints and PAGA letters sent by
15 Plaintiff that occurred during the PAGA Period of January 6, 2020 through the date of
16 preliminary approval that stated violations of California Labor Code §§ 201, 202, 203,
17 204, 210, 226(a), 226.2, 226.3, 226.7, 256, 432, 510, 512, 558(a), 558.1, 1174, 1174.5,
18 1175, 1182.2, 1194, 1194.5, 1197, 1197.1, 1198, 1198.5, 1199, and 2802 as to the
19 Aggrieved Employees and expressly excluding all other claims, including claims for
20 vested benefits, wrongful termination, unemployment insurance, disability, social
21 security, workers' compensation, and PAGA claims outside of the PAGA Period. The
22 time period for this release is the PAGA Period of January 6, 2020 through November 8,
23 2024, the date of preliminary approval.

24 16. The Court bars and permanently enjoins Plaintiff, the Participating Class
25 Members and Aggrieved Employees from asserting, instituting, or prosecuting, either directly or
26 indirectly, any settled claims which any class member or aggrieved employee had or has to the
27 extent provided in the settlement agreement.

28 17. The Parties are ordered to give notice of this order to all class members and

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1 Aggrieved Employees in accordance with California Rule of Court, rule 3.771(b) by posting a
2 copy of this Order on the Settlement Administrators website.

3 18. The Court hereby orders class counsel to submit both this judgment and the order
4 granting final approval to the LWDA in accordance with Labor Code section 2699, subdivision
5 (1)(3).

6 19. **The Court hereby orders class counsel to file a final Report re: Distribution**
7 **of the Settlement Funds to the Court by March 8, 2027. The Court sets a non-appearance**
8 **case management review for March 22, 2027 at ^{8:30 am} ~~1:30 p.m.~~, OR for _____, 2027**
9 **at _____ a.m./p.m. in Department S17 at the San Bernardino Justice Center.**

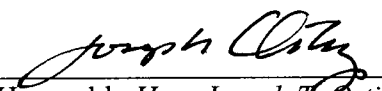
10 20. Without affecting the finality of this Judgment and Order in any way, the Court
11 retains jurisdiction pursuant to Code of Civil Procedure section 664.6 over: (1) implementation
12 and enforcement of the settlement agreement pursuant to further orders of the Superior Court
13 until each and every act agreed to be performed by the parties hereto shall have been performed
14 pursuant to the settlement agreement; (2) any other action necessary to conclude this settlement
15 and to implement the settlement agreement; and (3) the enforcement, construction, and
16 interpretation of the settlement agreement.

17 21. Neither this Order granting final approval and entering Judgment, nor the
18 settlement agreement on which it is based are an admission or concession by any party of any
19 fault, omission, liability or wrongdoing. This Judgment is not a finding of the validity or
20 invalidity of any claims in this action or a determination of any wrongdoing by any party. The
21 final approval of the Parties' settlement will not constitute any opinion, position, or
22 determination of this Court, one way or the other, as to the merits of the claims or defenses of
23 any party.

24 22. This Judgment and Order is intended to be a final disposition of the above-
25 captioned action in its entirety, and it is intended to be immediately appealable.

26 IT IS SO ORDERED.

27 Dated: *March 20, 2026*


Honorable Hon. Joseph T. Ortiz,
Judge of the Superior Court

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PROOF OF SERVICE
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 801 North Brand Boulevard, Suite 1015, Glendale, California 91203.

On February 26, 2026, I served the foregoing document(s) described as:

**[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF’S MOTION
FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT, REPRESENTATIVE
ENHANCEMENT AND REQUEST FOR ATTORNEY FEES AND COSTS**
on the interested parties in this action by method indicated below:

John F. Kuentler, Esq. John.kuentler@btlaw.com Caroline C. Dickey, Esq. Caroline.dickey@btlaw.com Kathleen Anderson Kathleen.Anderson@btlaw.com BARNES & THORNBURG LLP 2029 Century Park East, Suite 300 Los Angeles, California 90067 Telephone: (310) 284-3880 Facsimile: (310) 284-3894	Attorneys for Defendant, LIPPERT COMPONENTS, INC.
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BY ELECTRONIC SERVICE: Based on a court order or agreement by the parties to accept service by e-mail or electronic transmission, I transmitted the foregoing document(s) by electronic mail from osbaldo@hbklawyers.com to the electronic mail addresses indicated on the mailing list. The transmission was reported as complete and without error.

(STATE): I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on February 26, 2026, at Glendale, California.

/s/ Osbaldo Bautista

Osbaldo Bautista