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FILED
 Superior Court of California
 County of Los Angeles

01/21/2025

David W. Stoyan, Executive Officer / Clerk of Court

By: I. Arellanes Deputy

Attorneys for Plaintiffs
 LARSHAY LYONS, individually and on behalf of all others
 similarly situated

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

LARSHAY LYONS, an Individual, on behalf	)	CASE NO. 22STCV35436
of himself and all others similarly situated)	
	)	[Assigned for all purposes to the Honorable Kenneth
	)	R. Freeman - SSC Dept. "14"]
Plaintiffs,)	
)	
v.	)	<u>CLASS ACTION</u>
)	
WAVSYS SOLUTIONS LLC, a Delaware)	
Limited Liability Company; WAVSYS, LLC,	)	PROPOSED JUDGMENT
a Delaware Limited Liability Company;)	
NOVASOURCE POWER SERVICES, a)	
business entity form unknown, and DOES 1	)	Date: January 21, 2025
through 100, Inclusive	)	Time: 11:00 a.m.
	)	Dept: 14
Defendants.)	
	)	Action Filed: 11/08/2022
	)	Trial Date: None Set
)	
)	

The Parties reached a settlement subject to Court approval as represented in the Class Action and PAGA Settlement Agreement (the "Settlement Agreement") filed previously with this Court. On January 21, 2025, this Court conducted a Final Settlement Fairness Hearing pursuant to Rule 3.769 of the California Rules of Court and this Court's previous Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement (the "Preliminary Approval Order") entered herein on July 16,

2024. Due and adequate notice having been given to the Settlement Class as required in said Preliminary Approval Order, and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed in the matter, and good cause appearing on January 21, 2025, this Court granted final approval of the class settlement and entered its Order Granting Plaintiff's Motion for Final Approval of Class Action Settlement thereon (the "Final Approval Order"), therefore:

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:

1. For the reasons set forth in the Preliminary Approval Order, which are adopted and incorporated herein by reference, this Court finds that the applicable requirements of the California Code of Civil Procedure § 382 and Rule 3.769 of the California Rules of Court have been satisfied with respect to the Class and the proposed Settlement. The Court hereby makes final its earlier conditional certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.

2. This Judgment hereby adopts and incorporates by reference the terms and conditions of the parties' Settlement Agreement, together with the definitions of terms used and contained therein.

3. The Court finds that it has jurisdiction over the subject matter of the Class Action and over all parties to the Class Action, including all members of the Settlement Class.

4. Consistent with the definitions in the Settlement Agreement, the term "Class and "Class Member" means, and refers to, all non-exempt employees who working are or previously worked for Wavsys and/or one of their subsidiaries, affiliates or parents, including but not limited to Uptalent who were assigned to work at NovaSource and/or one of its subsidiaries, affiliates or parents, including but not limited to Northstar Energy and SST Construction in California and who worked during the Class Period." The Class Period "means from November 8, 2018 to October 24, 2023."

Consistent with the definitions in the Settlement Agreement, the term "Aggrieved Employee/s" means and refers to "all non-exempt employees who are working or previously worked for Wavsys and/or one of their subsidiaries, affiliates or parents, including but not limited to Uptalent Resources LLC, a Delaware limited liability company ("Uptalent") who were assigned to work at NovaSource and/or one of its subsidiaries, affiliates or parents, including but not limited to Northstar Energy Management LLC ("Northstar Energy") and SST Construction LLC ("SST Construction") in California

1 and who worked during the PAGA Period.” “PAGA Period” means the period from November 8, 2021
2 to October 24, 2023.”

3 5. The Released Class Claims for the Participating Class Members and the Released PAGA
4 Claims for Aggrieved Employees as defined by the Settlement Agreement are covered and included
5 within the Settlement and this Judgment.

6 6. The Court finds the Settlement is fair, reasonable, and adequate and that Plaintiff has
7 satisfied the standards and applicable requirements for final approval of this class action settlement
8 under California law, including the provisions of California Code of Civil Procedure Section 382 and
9 California Labor Code Section 2698, et seq.

10 7. The Class Notice given to the Class Members fully and accurately informed the Class
11 Members of all material elements of the proposed Settlement and of their opportunity to object to or
12 comment thereon; was the best notice practicable under the circumstances; was valid, due, and sufficient
13 notice to all Class Members; and complied fully with the laws of the State of California, the United
14 States Constitution, due process, and other applicable law. The Class Notice fairly and adequately
15 described the Settlement and provided Class Members adequate instructions and a variety of means to
16 obtain additional information. A full opportunity has been afforded to the Class Members to participate
17 in the Final Approval hearing, and all Class Members and other persons wishing to be heard have been
18 heard.

19 8. The Court hereby approves the Settlement and directs the Parties to effectuate the
20 Settlement according to its terms.

21 9. Effective on the date when Wavsys fully funds the entire Gross Settlement Amount and
22 fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Released
23 Parties shall be entitled to, and each Class Member not filing a timely exclusion shall be deemed to have
24 given, a release of the following claims for the Class Period: “all claims that were alleged, or reasonably
25 could have been alleged based on the facts stated, in the Operative Complaint and ascertained in the
26 course of the Lawsuit, including, any and all claims, actions, and causes of action,
27 arising during the Class Period, for: (1) failure to pay overtime wages pursuant to California Labor Code
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1 sections 510, 1194, and 1198 and the IWC Wage Orders; (2) failure to provide meal periods pursuant to
2 California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (3) failure to provide rest
3 periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; (4) failure
4 to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and
5 1197.1 and the IWC Wage Orders; (5) failure to pay all wages owed at termination pursuant to
6 California Labor Code sections 201-203 and the IWC Wage Orders; (6) failure to pay all wages in a
7 timely manner during employment pursuant to California Labor Code section 204 and the IWC Wage
8 Orders; (7) failure to furnish accurate itemized wage statements pursuant to California Labor Code
9 section 226(a) and the IWC Wage Orders; (8) failure to maintain adequate payroll records pursuant to
10 California Labor Code section 1174(d) and 1174.5 and the IWC Wage Orders; (9) failure to reimburse
11 all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the
12 IWC Wage Orders; and (10) violations of California Business & Professions Code sections 17200, et
13 seq. Except as set forth below Participating Class Members do not release any other claims, including
14 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
15 unemployment insurance, disability, social security, workers' compensation, or claims based on facts
16 occurring outside the Class Period.”

17 Also, effective on the date when Wavsys fully funds the entire Gross Settlement Amount and
18 fund all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, “The State
19 of California and all Aggrieved Employees, including Non-Participating Class Members who are
20 Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former and
21 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
22 Parties for the PAGA period from all claims for PAGA penalties that were alleged, or reasonably could
23 have been alleged based on the facts stated, in the Operative Complaint, the PAGA Notice, and
24 ascertained in the course of the Lawsuit including but not limited to violations of California Labor Code
25 sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1,
26 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders.”

27 10. Without affecting the finality of this Judgment in any way, the Court hereby retains
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continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement and all orders entered in connection therewith pursuant to Code of Civil Procedure Section 664.6 and rule 3.769(h) of the California Rules of Court.

11. The Court hereby finds that the Gross Settlement Amount of \$323,000 and the means of distributing the Net Settlement Amount to Participating Class Members and the Individual PAGA Payments to Aggrieved Employees as reasonable and adequate. The Settlement Administrator will distribute the Net Settlement Amount to Participating Class Members and the Individual PAGA Payments to Aggrieved Employees according to the instruction and timeline set forth in the settlement.

12. The Court hereby confirms Bruce Kokozyan, Esq. of Kokozyan Law Firm, as Class Counsel in this action. The Court hereby approves attorneys' fees to Class Counsel in the amount of \$107,666.66 and litigation costs of \$19,076.81 as compensation for all attorney time spent on this matter from inception through and including the final Settlement Fairness Hearing and all other work related to this case and all costs, as these requests are fair and reasonable. The Court finds that the Class Counsel's requested fees attorneys' fees falls within the range of reasonableness and that the results justify the award. Costs to the Claims Administrator ILYM Group, Inc. in the amount of \$7,550 is hereby approved as fair and reasonable.

13. The Court hereby approves a Class Representative Service Payment of 7,500 to Plaintiff/Class Representative. Plaintiff's Class Representative Service Payment is approved based on his contributions to the class, risks incurred, stigma of being a class representative in a class action labor claim, execution of a general release and all other factors presented to the Court, the Court finds the request as fair and reasonable.

14. The Court hereby approves a payment of PAGA Penalties of \$10,000, with a \$7,500 payment to the Labor Workforce Development Agency, as this request is fair and reasonable. The balance of \$2,500 is payable to Aggrieved Employees per the Settlement Agreement.

15. Entry of this Final Judgment shall constitute a full and complete bar against the Participating Class Members for the Class Period as to Released Class Claims released by the Settlement Agreement and shall constitute res judicata and collateral estoppel with respect to any and all such

Released Class Claims, except to those who opted out of the settlement. There are zero (0) opt outs to the settlement. Further, entry of this Final Judgment shall constitute a full and complete bar against the State of California and any Aggrieved Employees for the PAGA Period as to the Released PAGA Claims released by the Settlement Agreement.

16. The Court further confirms and finds that nothing contained in the Settlement Agreement, the Preliminary Approval Order, this Judgment, or any other Order entered in this action shall in any way or manner constitute an admission or determination of liability by or against Defendants, or any other Released Parties with respect to any of the claims and causes of action asserted by the Settlement Class and Aggrieved Employees, or any member(s) thereof, and shall not be offered in evidence in any action or proceeding against Defendants, or any other Released Parties in any court, administrative agency, or other tribunal for any purpose whatsoever, other than to the extent necessary to enforce the provisions of the Settlement Agreement or this Judgment. This paragraph shall not, however, diminish or otherwise affect the obligation, responsibilities, or duties of Defendants under the Settlement Agreement and this Final Order and Judgment.

17. By operation of the entry of Judgment, as of the Effective Date, the parties and the settlement administrator are ordered to perform their respective duties and obligations under the Settlement.

IT IS SO ORDERED.

Dated 01/21/2025




BY ORDER OF THE SUPERIOR COURT
THE HONORABLE KENNETH R. FREEMAN
Kenneth R. Freeman / Judge