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FILED
Superior Court of California
County of Los Angeles
01/21/2025

David W. Slybia, 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 of himself and all others similarly situated	)	CASE NO. 22STCV35436
)	
	)	[Assigned for all purposes to the Honorable Kenneth
	)	R. Freeman - SSC Dept. "14"]
Plaintiffs,)	
	)	<u>CLASS ACTION</u>
v.)	
)	
WAVSYS SOLUTIONS LLC, a Delaware Limited Liability Company; WAVSYS, LLC, a Delaware Limited Liability Company; NOVASOURCE POWER SERVICES, a business entity form unknown, and DOES 1 through 100, Inclusive	)	PROPOSED ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT
)	
Defendants.	)	Date: January 21, 2025
	)	Time: 11:00 a.m.
	)	Dept: 14
)	
	)	Action Filed: 11/08/2022
	)	Trial Date: None Set
)	

~~PROPOSED~~ ORDER

This matter came on for hearing on January 21, 2025, at 11:00 a.m. in Department 14 of the
above-captioned Court on Plaintiffs' Motion for Final Approval of Class Action Settlement pursuant to:
(1) California Rules of Court, rule 3.769(g); (2) the Order Granting Plaintiff's Motion for Preliminary

1 Approval of Class Action Settlement (hereinafter referred to as the "Preliminary Approval Order"); and
2 the (3) Class Action and PAGA Settlement Agreement (the "Settlement Agreement) filed previously
3 with this Court.

4 Having received and considered the Settlement Agreement, the supporting papers filed by the
5 Parties, and the evidence and argument received by the Court in conjunction with Plaintiff's Motion for
6 Preliminary Approval of Class Action Settlement and Plaintiff's Motion for Final Approval of Class
7 Action Settlement, the Court grants final approval of the Settlement and **HEREBY ORDERS AND**
8 **MAKES THE FOLLOWING DETERMINATIONS:**

9 1. Pursuant to the Preliminary Approval Order, the Class Notice [Court Approved Notice
10 of Class Action Settlement and Hearing Date for Final Court Approval] (hereinafter referred to as the
11 "Notice") was mailed to all members of the Class by first-class U.S. mail. The Notice informed the
12 Class of the terms of the Settlement, of their right to receive their proportional settlement payment, of
13 their right to request exclusion from the Class, of their right to comment upon or object to the
14 Settlement and to appear at the final approval hearing and of the date set for the Final Approval hearing.
15 Adequate periods of time were provided by each of these procedures.

16 2. In response to the Notice, no Class Member objected to the Settlement; as such there are
17 zero (0) objections to the settlement. Further, there are zero (0) requests for exclusion from the
18 Settlement.

19 3. The Court finds and determines that this notice procedure afforded adequate protections
20 to Class Members and provides the basis for the Court to make an informed decision regarding
21 approval of the Settlement based on the Class Members' response. The Court finds and determines that
22 the Notice provided in conjunction with preliminary approval was the best notice practicable, which
23 satisfied the requirements of law and due process.

24 4. The Court further finds and determines that the terms of the Settlement Agreement are
25 fair, reasonable and adequate to the Class and to each Class Member and Aggrieved Employee, and that
26 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement
27 Agreement should be and hereby are ordered to be consummated.

1 5. The Court certifies, for purposes of settlement only, a Class, as that term is defined in
2 and by the terms of the Settlement Agreement, and the Court deems this definition sufficient for
3 purposes of California Rules of Court, rule 3.765(a). The Class is defined as follows: all non-exempt
4 employees who working are or previously worked for Wavsys and/or one of their subsidiaries, affiliates
5 or parents, including but not limited to Uptalent who were assigned to work at NovaSource and/or one
6 of its subsidiaries, affiliates or parents, including but not limited to Northstar Energy and SST
7 Construction in California and who worked during the Class Period. The Class Period means from
8 November 8, 2018 to October 24, 2023.

9 6. The Court hereby approves the terms set forth in the Settlement Agreement and finds
10 that the Settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to effectuate
11 the settlement according to its terms. The Court finds that the settlement was reached as a result of
12 informed and non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court
13 further finds that the Parties conducted extensive investigation, research, and discovery and that their
14 attorneys were able to reasonably evaluate their respective positions. The Court also finds that
15 settlement will enable the Parties to avoid additional and potentially substantial litigation costs, as well
16 as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the
17 monetary recovery of \$323,000 provided as part of the settlement and recognizes the significant value
18 accorded to the Class and Aggrieved Employees.

19 7. The Court hereby confirms Bruce Kokozyan of Kokozyan Law Firm, APC as Class
20 Counsel in this action.

21 8. The Court hereby confirms Larshay Lyons as the Class Representative in this action.

22 9. The Court finds and determines that the individual settlement payments provided for by
23 the terms of the Settlement Agreement to be paid to Participating Class Members and Aggrieved
24 Employees are fair and reasonable. The Court hereby gives final approval to and orders the payment of
25 those amounts be made to the Participating Class Members and Aggrieved Employees in accordance
26 with the terms of the Settlement Agreement.

27 10. The Court finds and determines that payment to the California Labor and Workforce
28

1 Development Agency of \$7,500 as its share of the settlement of civil penalties and \$2,500 to Aggrieved
2 Employees in this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and
3 orders that the payment of those amounts be paid in accordance with the Settlement Agreement.

4 11. The Court finds and determines the Class Representative Service Payment of \$7,500 to
5 Plaintiff/Class Representative is fair and reasonable. The Court hereby orders the Administrator to
6 make this payment to the Plaintiff/Class Representative in accordance with the terms of the Settlement
7 Agreement.

8 12. The Court finds and determines that the payment to be paid to the Settlement
9 Administrator ILYM Group, Inc. of \$7,550 for its fee and expenses incurred is fair and reasonable. The
10 Court hereby orders the Administrator to make this payment to itself in accordance with the terms of
11 the Settlement Agreement.

12 13. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
13 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
14 \$107,666.66 and litigation costs of \$19,076.81. The Court finds such amounts to be fair and reasonable.
15 The Court hereby orders the Settlement Administrator to make these payments in accordance with the
16 terms of the Settlement Agreement.

17 14. Neither Defendants nor any of the Released Parties shall have any further liability for
18 costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as
19 provided for by the Settlement Agreement.

20 15. Nothing in this Order shall preclude any action to enforce the Parties' obligations
21 pursuant to the Settlement Agreement or pursuant to this Order, including the requirement that
22 Defendants make payments to Participating Class Members, through the Settlement Administrator, in
23 accordance with the Settlement Agreement.

24 16. The Court hereby enters final judgment in this case in accordance with the terms of the
25 Settlement Agreement, the Court's Preliminary Approval Order and this Order.

26 17. The Parties shall bear their own costs and attorneys' fees except as otherwise provided
27 for by the Settlement Agreement.

1 18. Without affecting the finality of this Order in any way, the Court retains jurisdiction of
2 all matters relating to the interpretation, administration, implementation, effectuation and enforcement
3 of this order and the Settlement.

4 19. Pursuant to the Settlement Agreement, effective on the date when Defendants fully fund
5 the entire Gross Settlement Amount and fund all employer payroll taxes owed on the Wage Portion of
6 the Individual Class Payments, Plaintiff and Participating Class Members release all Released Class
7 Claims for the Class Period against the Released Parties. Pursuant to the Settlement Agreement,
8 effective on the date when Defendants fully fund the entire Gross Settlement Amount and fund all
9 employer payroll taxes owed on the Wage Portion of the Individual Class Payments, the State of
10 California, with respect to Plaintiff and Aggrieved Employees releases all Released PAGA Claims for
11 the PAGA Period against the Released Parties.

12 20. If this Settlement does not become final and effective in accordance with the terms of the
13 Settlement Agreement, this Order, the Judgment, and all orders entered in connection herewith, shall be
14 vacated and shall have no further force or effect.

15 21. Neither this Order nor the Judgment nor the Settlement Agreement is, may be construed
16 as, or may be used as, an admission or concession by or against the Defendants, or any of the other
17 Released Parties (as defined in the Settlement Agreement) of the validity of any claim or any actual or
18 potential fault, wrongdoing or liability.

19 22. Pursuant to Cal. Code of Civil Proc. Section 384, a compliance hearing is scheduled for
20 FEBRUARY at 11:00 A.M. ~~a.m./p.m.~~ in Department 14 of this Court. The
21 Parties are ordered to file a report ^G 5 court days before this compliance hearing regarding distribution per
22 the settlement agreement.

23 Dated: 01/21/2025





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