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**FILED**  
Superior Court of California  
County of Los Angeles  
06/11/2024

David W. Slayton, Executive Officer / Clerk of Court  
By:                     I. Arellanes                     Deputy

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

13 VA PAU LO, as an individual and on behalf  
14 of all others similarly situated,

15 Plaintiff,

16 vs.

17  
18 CYBERPOWER, INC. doing business as  
19 CYBERPOWER P.C., a California  
20 corporation; and DOES 1 to 50, inclusive,

21 Defendants.

Case No.: 21STCV31479

Assigned for all Purposes to:  
Hon. Daniel Freeman  
Dept. SSC-14

~~PROPOSED~~ ORDER GRANTING MOTION  
FOR FINAL APPROVAL OF CLASS ACTION  
SETTLEMENT AND REQUEST FOR  
ATTORNEY'S FEES AND COSTS, AND  
JUDGMENT THEREON

Date: April 30, 2024  
Time: 10:00 a.m.  
Dept.: SSC-14

1 The Court, having read the papers filed regarding Plaintiff’s Motion for Final Approval of  
2 Class Action Settlement and Request for Attorney’s Fees and Costs, and having heard argument  
3 regarding the Motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,  
5 including the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement Agreement (“Settlement Agreement”)  
7 attached as Exhibit 1 to the Declaration of Zachary M. Crosner in support of Plaintiff’s unopposed  
8 Motion for Preliminary Approval of Class Action Settlement, filed on or about April 14, 2023, is  
9 the product of arms-length negotiations between the parties and the terms of the Settlement  
10 Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class. The  
11 Settlement Agreement therefore is finally approved, and its terms incorporated herein. The Court  
12 orders the parties to the Settlement Agreement to perform forthwith their respective duties and  
13 obligations thereunder.

14 3. The Settlement Class, which was provisionally certified by the Court in its  
15 September 21, 2023 Order Granting Preliminary Approval, hereby is certified under California  
16 Code of Civil Procedure Section 382 for purposes of settlement only. The Class includes “all  
17 current and former non-exempt employees who worked for Defendant Cyberpower, Inc. in  
18 California during the Class Period of August 25, 2017 to December 31, 2022.

19 4. The Court adjudges Plaintiff and the Participating Class Members, on behalf of  
20 themselves, and their respective former and present representatives, agents, attorneys, heirs,  
21 administrators, successors, and assigns, to have released the Released Parties from (a) all claims  
22 that were alleged or reasonably could have been alleged, based on the facts stated in the Operative  
23 Complaint, for (a) failure to pay all minimum wages, (b) failure to pay all overtime wages, (c)  
24 failure to provide meal periods or compensation in lieu thereof, (d) failure to provide rest periods  
25 or compensation in lieu thereof, (e) failure to provide accurate wage statements, (f) failure to  
26 timely pay of wages upon resignation or termination, and (g) and failure to produce records during  
27 the Class Period. Participating Class Members only release these claims during the Class Period.  
28 Except as provided in Paragraph 5.3 of the Settlement Agreement and Paragraph 5 of this Order

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

5         5.         The Court further adjudges Plaintiff and the Aggrieved Employees, on behalf of  
6 themselves, and their respective former and present representatives, agents, attorneys, heirs,  
7 administrators, successors, and assigns, to have released the Released Parties from all claims for  
8 PAGA penalties that were alleged or reasonably could have been alleged, based on the facts stated  
9 in the Operative Complaint and the PAGA Notice , including (a) failure to pay all minimum  
10 wages, (b) failure to pay all overtime wages, (c) failure to provide meal periods or compensation  
11 in lieu thereof, (d) failure to provide rest periods or compensation in lieu thereof, (e) inaccurate  
12 wage statements, (f) record keeping violations, (g) untimely payment of wages at termination, (h)  
13 refusal to pay wages owed, and (i) secretly paying wages lower than the statutory requirements  
14 during the PAGA Period. Aggrieved Employees only release these claims during the PAGA  
15 Period.

16         6.         One individual – Guohua Zhang – submitted a timely and valid request for  
17 exclusion from the Settlement. Accordingly this individual is excluded from the Class and is not  
18 bound by the Settlement Agreement or this Order and Judgment, except for the release of claims  
19 under PAGA.

20         7.         The Settlement Administrator is ordered to distribute to the Participating  
21 Settlement Class Members and to the Aggrieved Employees their respective settlement payments  
22 as provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after  
23 the check void date shall be forwarded to the California State Controller's Unclaimed Property  
24 Fund. No funds shall revert to Defendant.

25         8.         The Court further orders that the Class Members be provided with notice of this  
26 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a  
27 copy of this Order and Judgment on its website for a minimum of sixty (60) days.

28         9.         The Court approves an award of attorney's fees to Class Counsel in the amount of

1 \$641,666.00, and an award of costs and expenses in the amount of \$20,444.87. Such amounts  
2 shall be paid as provided in the Settlement Agreement.

3 10. The Court approves a service payment to plaintiff and Class Representative Va Pau  
4 Lo in the amount of \$7,500.00 (reduced from the requested amount of \$10,000.00), and the  
5 Settlement Administrator is ordered to make such payment consistent with the terms of the  
6 Settlement Agreement.

7 11. The Settlement Agreement provides the Settlement Administrator, CPT Group,  
8 Inc., shall be paid from the Gross Settlement Amount for its services in administering the  
9 Settlement. As set forth in the Declaration of Tarus Dancy, the Settlement Administrator is owed  
10 \$15,500 for services rendered and to be rendered in administering the settlement. The Court  
11 therefore orders that CPT be paid the amount of \$15,500 from the Gross Settlement Amount  
12 consistent with the terms of the Class Settlement Agreement.

13 12. The Court approves PAGA penalties in the amount of \$50,000, to be paid from the  
14 GSA, and finds that amount is fair, reasonable and adequate, and furthers the purposes underlying  
15 PAGA. \$37,500 of this amount will be paid to the LWDA as the state's share of the civil penalties,  
16 and the remainder of \$12,500 will be distributed to the Aggrieved Employees consistent with the terms  
17 of the Settlement Agreement.

18 13. The parties are ordered to file a joint compliance report no later than January 29,  
19 2025, and the Court sets a Non-Appearance case review for January 31, 2025, at 8:30 a.m., in  
20 Department SSC-14 of the Los Angeles County Superior Court.

21 14. Under California Rule of Court 3.769(h), without affecting the finality of this Order  
22 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement  
23 of the Settlement Agreement pursuant to further orders of this Court until the final judgment  
24 contemplated becomes effective and each and every act agreed to be performed by the parties has  
25 been performed under the terms of the Settlement Agreement; (2) any other action necessary to  
26 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,  
27 construction, and interpretation of the Settlement Agreement.

28 15. Neither this Order and Judgment nor the Settlement Agreement upon which it is

1 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.  
2 This Order is not a finding of the validity or invalidity of any claims in this action or a  
3 determination of any wrongdoing by any party. The final approval of the parties' settlement will  
4 not constitute any opinion, position or determination of this Court as to the merits of the claims or  
5 defenses of any party.

6 16. Judgment is hereby entered as follows: Plaintiff Va Pau Lo and the Participating  
7 Class Members, including all current and former non-exempt employees who worked for  
8 Defendant Cyberpower, Inc. in California during the Class Period of August 25, 2017 to  
9 December 31, 2022, who have not otherwise opted out, shall take nothing from Cyberpower,  
10 except as set forth in the Settlement Agreement.

11 17. The Court shall retain jurisdiction over the parties to interpret, implement and  
12 enforce this Judgment.

13 IT IS SO ORDERED.

14  
15 Dated: 06/11/2024



16 

17 Judge of the Superior Court  
18 Kenneth R. Freeman / Judge