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himself and others similarly situated
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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **FOR THE COUNTY OF ORANGE**
12

13 ANTONIO DELGADO, on behalf of himself
and others similarly situated,

14
15 Plaintiff,

16 v.

17 INTENSE LIGHTING, LLC; and DOES 1
through 100, inclusive,

18
19 Defendants.
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23
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Case No.: 30-2021-01219686-CU-OE-CXC

Assigned for all purposes to:
Hon. Randall J. Sherman, Dept. CX105

CLASS ACTION

**[PROPOSED] ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF
CLASS AND REPRESENTATIVE
ACTION SETTLEMENT, ATTORNEYS'
FEES AND COSTS, AND CLASS
REPRESENTATIVE'S ENHANCEMENT
PAYMENT**

Final Approval Hearing

Date: March 3, 2023

Time: 10:00 a.m.

Dept.: CX105

1 This matter came on regularly for hearing before this Court on March 3, 2023 pursuant to
2 California Rules of Court, Rule 3.769. Having considered the parties' Stipulation of Class and
3 Representative Action Settlement ("Settlement Agreement") and Amendment thereto,¹ and the
4 documents and evidence presented in support thereof, and recognizing the disputed factual and
5 legal issues involved in this case, the risks of further prosecution and the substantial benefits to be
6 received by Settlement Class Members and PAGA Group Members pursuant to the settlement, the
7 Court hereby makes a final ruling that the proposed settlement, as approved, is fair, reasonable,
8 and adequate, and appears to be the product of good faith, arm's-length negotiations between the
9 parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Final
10 Approval of Class and Representative Action Settlement and ORDERS as follows:

11 1. The conditional class certification contained in the Preliminary Approval Order is
12 hereby made final, and the Court thus certifies, for purposes of the settlement only, a Settlement
13 Class defined as:

14 All current and former hourly-paid or non-exempt employees who worked for
15 Defendant and/or its predecessors or merged entities in the State of California
during the Class Period (the "Class" or "Class Members").

16 2. Plaintiff Antonio Delgado ("Plaintiff") is hereby confirmed as Class Representative,
17 and CounselOne, PC is hereby confirmed as Class Counsel.

18 3. Notice was provided to Class Members and PAGA Group Members as set forth in
19 the Settlement Agreement. The form and manner of notice were approved by the Court on
20 September 16, 2022, and the notice process has been completed in conformity with the Court's
21 Preliminary Approval Order. The Court finds that such notice was the best notice practicable under
22 the circumstances. The Notice provided due and adequate notice of the proceedings and matters set
23 forth therein, informed Class Members of their rights, and fully satisfied the requirements of Code
24 of Civil Procedure section 1781(e), California Rules of Court, Rule 3.769, and due process.

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27 ¹ This Order incorporates by reference the definitions in the Settlement Agreement, and all
28 capitalized terms defined therein shall have the same meaning in this Order as set forth in the
Settlement Agreement.

1 4. The Court finds that no Class Members have objected to settlement and only four
2 Class Members out of 239 have opted out. The Class Members who opted out are Sopha Lim,
3 Chharvy Ly, Seng Sroeun Yi, and Veronica Rojas.

4 5. The Court hereby approves the settlement as set forth in the Settlement Agreement
5 as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement Agreement
6 according to its terms.

7 6. For purposes of settlement only, the Court finds that (a) the members of the
8 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
9 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
10 community of interest among members of the Settlement Class with respect to the subject matter
11 of the litigation; (c) the claims of the Class Representative are typical of the claims of the members
12 of the Settlement Class; (d) the Class Representative has fairly and adequately protected the
13 interests of the Settlement Class Members; (e) a class action is superior to other available methods
14 for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as
15 counsel for the Class Representative and the Settlement Class.

16 7. The Court finds that given the absence of objections to the settlement, and
17 objections being a prerequisite to appeal, that this Order shall be considered final as of the date of
18 notice of entry.

19 8. The Court orders Defendant Intense Lighting, LLC (“Defendant”) to pay the Gross
20 Settlement Amount of \$800,000 as provided for in the Settlement Agreement. Pursuant to the
21 terms of the Settlement Agreement, the employer’s share of payroll taxes for the portion of the Net
22 Settlement Amount allocated to wages shall be paid by Defendant separately from, and in addition
23 to, the Gross Settlement Amount.

24 9. The Court finds that the settlement payments, as provided for in the Settlement
25 Agreement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
26 distribute the individual payments in conformity with the terms of the Settlement Agreement.

27 10. The Court finds that an enhancement payment in the amount of \$5,000 ~~\$10,000~~ to
28 the named Plaintiff is appropriate for the risks he undertook and his service to the Settlement

1 Class. The Court finds that this award is fair, reasonable, and adequate, and orders that the
2 Settlement Administrator make this payment in conformity with the terms of the Settlement
3 Agreement.

4 11. The Court finds that attorneys' fees in the amount of \$266,667 ~~\$280,000~~ and
5 litigation costs of \$14,846.61 for Class Counsel are fair, reasonable, and adequate, and orders that
6 the Settlement Administrator distribute these payments to Class Counsel in conformity with the
7 terms of the Settlement Agreement.

8 12. The Court orders that the Settlement Administrator shall be paid \$17,000 from the
9 Gross Settlement Amount for all of its work done and to be done until the completion of this
10 matter, and finds that sum appropriate.

11 13. The Court finds that the payment to the California Labor & Workforce
12 Development Agency ("LWDA") in the amount of \$60,000 for its share of the settlement of
13 Plaintiff's representative action under the Labor Code's Private Attorneys General Act ("PAGA")
14 is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this
15 payment to the LWDA in conformity with the terms of the Settlement Agreement.

16 14. The Court finds and determines that upon satisfaction of all obligations under the
17 Settlement Agreement, all Settlement Class Members and PAGA Group Members will be bound
18 by the settlement, will have released the claims listed under the Settlement Class Members'
19 Released Claims and PAGA Group Members' Released Claims (as set forth below and in the
20 Settlement Agreement), and will be permanently barred as a matter of law from prosecuting
21 against the Released Parties any of the claims under the Settlement Class Members' Released
22 Claims and PAGA Group Members' Released Claims (as set forth below and in the Settlement
23 Agreement):

24 Released Parties. "Released Parties" means Defendant Intense Lighting, LLC, and
25 its former and present parents, officers, directors, shareholders, employees, agents,
26 attorneys, subsidiaries, divisions, assigns, predecessors, successors, insurers, and all
of their respective successors, subsidiaries, assigns, or legal representatives.

27 Settlement Class Members' Released Claims. "Settlement Class Members'
28 Released Claims" means all claims, during the Class Period, alleged in the
operative complaint in the Lawsuit, or that could have been asserted based on the
facts, circumstances, transactions, occurrences, acts, omissions, or failures to act

1 alleged by Plaintiff in the operative complaint in the Lawsuit for: (1) failure to pay
2 minimum wages; (2) failure to pay all overtime wages; (3) non-compliant meal
3 periods and/or failure to make premium payments thereon; (4) non-compliant rest
4 breaks and/or failure to make premium payments thereon; (5) failure to provide
5 accurate itemized wage statements; (6) failure to pay all wages in a timely manner
and upon separation of employment; (7) failure to keep accurate and complete
payroll records; and (8) unfair business practices related to the Settlement Class
Members' Released Claims. This release excludes the release of claims not
permitted by law.

6 PAGA Group Members' Released Claims. "PAGA Group Members' Released
7 Claims" means all claims, during the PAGA Period, asserted under the PAGA
8 (codified in California Labor Code §§ 2698, et seq.) alleged in the operative
9 complaint in the Lawsuit, or that could have been asserted based on the facts,
circumstances, transactions, occurrences, acts, omissions, or failures to act alleged
by Plaintiff in the operative complaint in the Lawsuit.

10 Release of Claims by Settlement Class Members. As of the Effective Date, Plaintiff
11 and all Class Members who did not submit valid requests for exclusion from the
12 settlement, for the period from January 11, 2017 and ending on October 18, 2021,
13 will release and forever discharge Defendant Intense Lighting, LLC, and its former
14 and present parents, officers, directors, shareholders, employees, agents, attorneys,
15 subsidiaries, divisions, assigns, predecessors, successors, insurers, and all of their
16 respective successors, subsidiaries, assigns, or legal representatives (again, the
17 "Released Parties"), from the Settlement Class Members' Released Claims during
18 the Class Period. The Settlement Class Members' Released Claims include all
19 wage-and-hour claims contained in the operative complaint in the Lawsuit, or that
20 could have been asserted in the Lawsuit based on the facts, circumstances,
transactions, occurrences, acts, omissions, or failures to act alleged by Plaintiff in
the operative complaint during the Class Period. The Settlement Class Members'
Released Claims include all claims based on allegations for: (1) failure to pay
minimum wages; (2) failure to pay all overtime wages; (3) non-compliant meal
periods and/or failure to make premium payments thereon; (4) non-compliant rest
breaks and/or failure to make premium payments thereon; (5) failure to provide
accurate itemized wage statements; (6) failure to pay all wages in a timely manner
and upon separation of employment; (7) failure to keep accurate and complete
payroll records; and (8) unfair business practices related to the Settlement Class
Members' Released Claims. This release excludes the release of claims not
permitted by law.

21 Release of Claims by PAGA Group Members. As of the Effective Date, all PAGA
22 Group Members will no longer be able to seek penalties pursuant to the PAGA,
23 arising from any and all claims, for the period from January 11, 2020 and ending
24 October 18, 2021, alleged in the operative complaint filed in the Lawsuit, or that
could have been asserted based on the facts, circumstances, transactions,
occurrences, acts, omissions, or failures to act alleged by Plaintiff in the operative
complaint filed in the Lawsuit.

25 15. The settlement is not an admission by Defendant, nor is this Order a finding of the
26 validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the settlement,
27 nor any document referred to herein, nor any action taken to carry out the settlement, shall be
28 construed or deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

1 16. The Court will retain jurisdiction to enforce the Settlement Agreement and this
2 Final Approval Order and Judgment entered in connection with the settlement.

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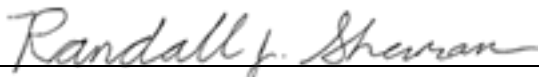
4 17. Notice of entry of this Final Approval Order and Judgment shall be given to
5 Settlement Class Members and PAGA Group Members by posting a copy of the Final Approval
6 Order on Settlement Administrator’s website for a period of at least sixty (60) calendar days after
7 the date of entry of this Final Approval Order.

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9 **IT IS SO ORDERED.**

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11 Dated: **March 3, 2023**



Hon. Randall J. Sherman
Judge of the Superior Court

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