

Envelope: 14406043

1 **BOKHOUR LAW GROUP, P.C.**
Mehrdad Bokhour, Esq. (CA Bar No. 285256)
2 *mehrdad@bokhourlaw.com*
3 1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
4 Tel: (310) 975-1493; Fax: (310) 675-0861

5 **FALAKASSA LAW, P.C.**
Joshua S. Falakassa, Esq. (CA Bar No. 295045)
6 *josh@falakassalaw.com*
7 1901 Avenue of the Stars, Suite 450
Los Angeles, California 90067
8 Tel: (818) 456-6168; Fax: (888) 505-0868

9 Attorneys for Plaintiff and the Putative Class

FILED
February 23, 2024
Clerk of the Court
Superior Court of CA
County of Santa Clara

22CV399660
By: rwalker

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **FOR THE COUNTY OF SANTA CLARA**

12 ANICIA CISNEROS, on behalf of herself and
13 all others similarly situated,

14 Plaintiff,

15 v.

16 THERMA LLC, a Delaware Limited Liability
Company; and DOES 1-50, inclusive.

17 Defendants.
18
19
20
21
22
23
24
25
26
27
28

CASE NO.: 22CV399660

Assigned to Hon. Theodore C. Zayner

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVING OF CLASS
ACTION SETTLEMENT AND FINAL
JUDGEMENT**

HEARING INFO

Date: February 14, 2024

Time: 1:30 p.m.

Dept.: 19

Complaint Filed: June 28, 2028

FAC Filed: May 4, 2023

1 This matter came for hearing on February 14, 2024, regarding Plaintiff Anicia Cisneros’
2 (“Plaintiff”) unopposed Motion for Final Approval of Class Action Settlement on the terms set forth
3 in the Class Action and PAGA Settlement Agreement and Release of Claims (the “Settlement” or the
4 “Settlement Agreement”). In conformity with California Rules of Court, rule 3.769, with due and
5 adequate notice having been given to Class Members (as defined in the Settlement), and having
6 considered the Settlement, all of the legal authorities and documents submitted in support thereof, all
7 papers filed and proceedings had herein, all oral and written comments received regarding the
8 Settlement, and having reviewed the record in this litigation, and good cause appearing, the Court
9 **GRANTS** final approval of the Settlement and orders and makes the following findings and
10 determinations and enters final judgment as follows:

11 1. All terms used in this order shall have the same meaning as those terms used and/or
12 defined in the parties’ Settlement Agreement and Plaintiff’s Motion for Order Granting Final
13 Approval of Class Action Settlement. A copy of the Settlement is attached to the Declaration of
14 Mehrdad Bokhour in Support of the Plaintiff’s Motion for Final Approval of Class Action and is
15 made a part of this order.

16 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter
17 jurisdiction to approve this Settlement and all exhibits thereto.

18 3. For settlement purposes only, the Court finally certifies the Settlement Class, as
19 defined in the Settlement and as follows: “all current and former non-exempt employees who worked
20 for any Defendant within the State of California at any time during the Class Period,” which is the
21 period from June 28, 2018, through May 1, 2023. The PAGA Members include “all current and
22 former non-exempt employees who worked for any Defendant within the State of California at any
23 time during the PAGA Period,” which is the period from June 2, 2021, through May 1, 2023.
24 “Defendants” means and refers to defendants Therma LLC and Legence Payroll Solutions LLC (dba
25 Therma Solutions LLC) (formerly known as Therma Services, LLC).

26 4. The Court deems this definition sufficient for the purpose of rule 3.765(a) of the
27 California Rules of Court and solely for the purpose of effectuating the Settlement.

28

1 5. The Court finds that an ascertainable class of 2,667 class members exists and a well-
2 defined community of interest exists on the questions of law and fact involved because in the context
3 of the Settlement: **(i)** all related matters predominate over any individual questions; **(ii)** the claims of
4 the Plaintiff is typical of claims of the Class Members; and **(iii)** in negotiating, entering into and
5 implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and
6 protected the interest of the Class Members.

7 6. The Court is satisfied that CPT Group, Inc., appointed as the Settlement
8 Administrator, completed the distribution of the Class Notice to the Class in a manner that complies
9 with California Rule of Court 3.766. The Class Notice informed 2,675 prospective Class Members
10 of the Settlement terms, their rights under the settlement and their settlement share, their rights to
11 submit a request for exclusion, their rights to comment on or object to the Settlement, and their rights
12 to appear at the Final Approval and Fairness Hearing and be heard regarding approval of the
13 Settlement. Each of these procedures provided a sufficient period of time to respond and to act. No
14 Class Members filed a written objection to the Settlement as part of this notice process, no Class
15 Members filed a written statement of intention to appear at the Final Approval and Fairness Hearing,
16 and no individual submitted a request for exclusion. Eight prospective Class Members opted out of
17 the Settlement, including Stephen Lee Wolfe, Grant William Spindler, Kenneth William Wood,
18 Hector Rangel, Kenneth E Swanson, Mark Dickerson, Thomas Allen Wedel, and Sean Patrick
19 Williams.

20 7. The Court hereby approves the terms set forth in the Settlement Agreement and finds
21 that the Settlement Agreement is, in all respects, fair, adequate, reasonable, consistent, and compliant
22 with all applicable requirements of the California Code of Civil Procedure, the California and United
23 States Constitutions, including the Due Process clauses, the California Rules of Court, and any other
24 applicable law, and in the best interests of each of the Parties and Class Members.

25 8. The Court directs the Parties to effectuate the Settlement Agreement according to its
26 terms and declares the Settlement Agreement to be binding on all 2,667 Participating Class Members.

27 9. The Court finds that the Settlement Agreement has been reached as a result of
28 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have

1 conducted extensive investigation and research, and their attorneys were able to evaluate their
2 respective positions reasonably.

3 10. The Court also finds that the Settlement now will avoid additional and potentially
4 substantial litigation costs, as well as delay and risks to the Parties, if they continue to litigate the
5 case. Additionally, after considering the monetary recovery provided as part of the Settlement in
6 light of the challenges posed by continued litigation, the Court concludes that Class Counsel secured
7 significant relief for Class Members.

8 11. The Settlement Agreement is not an admission by any Defendant, nor is this order a
9 finding of the validity of any allegations or of any wrongdoing by any Defendant.

10 12. The Court appoints Plaintiff Anicia Cisneros as Class Representative and finds her to
11 be adequate.

12 13. The Court appoints Joshua Falakassa of Falakassa Law, P.C. and Mehrdad Bokhour
13 of Bokhour Law Group, P.C. as Class Counsel and finds each of them to be adequate, experienced,
14 and well-versed in class action litigation.

15 14. The terms of the Settlement Agreement, including the Gross Settlement Amount of
16 \$2,980,000 and the individual settlement shares, are fair, adequate, and reasonable to the Class and
17 each Class Member, and the Courts grants final approval of the Settlement set forth in the Settlement
18 Agreement, subject to this order.

19 15. The Court approves the following allocations, which fall within the ranges stipulated
20 by and through the Settlement Agreement:

21 A. The Court awards \$18,750.00 in Administration Costs to CPT Group, Inc.,
22 the Settlement Administrator, and finds this amount to be fair and reasonable.
23 The Court grants final approval of it and orders the Parties to make the
24 payment to the Settlement Administrator in accordance with the Settlement
25 Agreement.

26 B. The Court awards \$993,333.33 to Class Counsel as attorneys' fees and finds
27 this amount fair and reasonable in light of the benefit obtained for the Class.
28 The Court grants final approval of awards and orders the Class Counsel

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Attorney Fees payment to be made in accordance with the Settlement Agreement.

C. The Court awards \$15,000 to the Bokhour Law Group, P.C. in litigation costs, an amount which the Court finds to be reflective of the reasonable costs incurred. The Court grants final approval of and orders the Class Counsel Costs in this amount to be made in accordance with the Settlement Agreement.

D. The Court awards \$10,000 to the class representative as payment requested by Plaintiff and finds this amount to be fair and reasonable. The Court grants final approval of and orders the Service Payment to be made in accordance with the Settlement Agreement.

E. The Court approves the \$50,000 allocation for penalties under the Labor Code Private Attorneys General Act of 2004 and orders 75% thereof (i.e., \$37,500) to be paid to the California Labor and Workforce Development Agency in accordance with the terms of the Settlement Agreement and the remainder (\$12,500) to the PAGA Members.

16. The Court orders the Parties to comply with and carry out all terms and provisions of the Settlement, to the extent that the terms thereunder do not contradict this Order, in which case the provisions of this order shall take precedence and supersede the Settlement.

17. Nothing in the Settlement or this order purports to extinguish or waive Defendants' rights to continue to oppose the merits of the claims in this Action or class treatment of these claims in this case if the Settlement fails to become final or effective, or in any other case without limitation. If the Settlement Agreement does not become final and effective in accordance with the terms of the Settlement, then this Order Granting Final Approval and Entry of Judgment, and all orders entered in connection herewith, shall be rendered null and void and shall be vacated, and the parties shall revert to their respective positions as of before entering into the Settlement Agreement, and expressly reserve their respective rights regarding the prosecution and defense of this Action, including all available defenses and affirmative defenses, and arguments that any claim in the Action could not be

1 certified as a class action and/or managed as a representative action. The Settlement Agreement is
2 not an admission by Defendants, nor is this Order Granting Final Approval and Entry of Judgment a
3 finding of the validity of any claims in the Action or of any wrongdoing by Defendants or that this
4 Action is appropriate for class or representative treatment (other than for settlement purposes).
5 Neither this Order Granting Final Approval and Entry of Judgment, the Settlement Agreement, nor
6 any document referred to herein, nor any action taken to carry out the Settlement is, may be construed
7 as, or may be used as an admission by or against Defendants of any fault, wrongdoing or liability.
8 The entering into or carrying out of the Settlement Agreement, and any negotiations or proceedings
9 related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or
10 concession with regard to the denials or defenses by Defendants. Notwithstanding these restrictions,
11 Defendants may file in the Action or in any other proceeding this Order Granting Final Approval and
12 Entry of Judgment, the Settlement Agreement, or any other papers and records on file in the Action
13 as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel, release, or other
14 theory of claim or issue preclusion or similar defense as to the released claims.

15 18. The Settlement shall bind all 2,667 Participating Class Members and this order,
16 including the release of claims (including Released Class Claims, Released PAGA Claims, and
17 General Release by Plaintiff) as set forth in the Settlement Agreement.

18 19. The Parties shall bear their respective attorneys' fees and costs except as otherwise
19 provided in this order and the Settlement Agreement.

20 20. All checks mailed to the Class Members must be cashed within one hundred and eighty
21 (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then the
22 Settlement Administrator shall be donated to *cy pres*, Legal Aid At Work.

23 21. Within ten days of this order, the Settlement Administrator shall give notice of
24 judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b), by
25 posting a copy of this order and final judgment on its website.

26 22. The Court retains continuing jurisdiction over the Action and the Settlement, including
27 jurisdiction pursuant to rule 3.769(h) of the California Rules of Court, solely for purposes of
28 (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and

1 (c) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

2 23. Plaintiff shall file a report regarding the distribution status with the Court within one
3 hundred and twenty (120) days after all funds have been distributed.


4 24. The Court hereby sets a hearing date of October 16, 2024 at 2:30 p.m. in Department
5 19 for a hearing on the final accounting and distribution of the settlement.

6 25. This final judgment is intended to be a final disposition of the above-captioned action
7 and is intended to be immediately appealable. This final judgment resolves and extinguishes all
8 claims released by the Settlement Agreement against the Defendants and the Released Parties as set
9 forth in the Agreement.

10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS SO ORDERED.

DATED: February 23, 2024



HONORABLE THEODORE C. ZAYNER

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 450, Los Angeles, California 90067.

On February 14, 2024, I served the following document(s) described as **[PROPOSED] ORDER GRANTING FINAL APPROVING OF CLASS ACTION SETTLEMENT AND FINAL JUDGEMENT** on the interested parties in this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

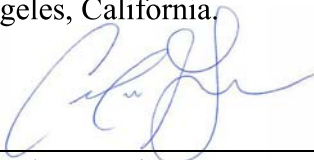
Jesse C. Ferrantella, Esq.
Jesse.ferrantella@ogletree.com
Andrew Deddeh, Esq.
Andrew.deddeh@ogletree.com
OGLETREE, DEAKINS, NASH, SMOAK & STEWART, LLP
4660 La Jolla Village Drive, Suite 900
San Diego, California 92122

Counsel for defendant Therma, LLC

BY ELECTRONIC SERVICE: I transmitted the above-referenced document(s) via electronic service provider First Legal to the person(s) identified above at the email address(es) indicated and did not, within a reasonable time after transmission, receive any message or communication indicating that delivery failed or that any other error had occurred which would delay or caused failure in transmission and delivery of the document and/or any attachments thereto.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on February 14, 2024, at Los Angeles, California.



Carlos Garcia