

03/18/2025

David W. Stryker, Executive Officer / Clerk of Court

By:                     R. Arraiga                     Deputy

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*Attorneys for Plaintiff*

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

EMMA PETROSSIAN, individually, and on  
behalf of all others similarly situated,

*Plaintiff,*

v.

THE TESTING COMPANY LLC, a limited  
liability company; and DOES 1 through 10,  
inclusive,

*Defendant.*

Case No. 22STCV34526

**CLASS ACTION**

[Assigned for all purposes to: Hon. Elaine  
Lu, Dept. 9]

**[PROPOSED] JUDGMENT AND ORDER  
GRANTING PLAINTIFF'S MOTION  
FOR FINAL APPROVAL OF CLASS  
ACTION SETTLEMENT**

**FINAL APPROVAL HEARING**

Date: December 23, 2024  
Time: 10:00 a.m.  
Dept.: 9

Complaint filed: October 27, 2022  
FAC filed: March 2, 2023  
Trial date: Not set

1 On or around June 26, 2024, this Court issued an Order Granting Preliminary Approval of  
2 Class Action Settlement. Plaintiff Emma Petrossian (“Plaintiff”) now seeks an order granting final  
3 approval of the Further Amended Class Action and PAGA Settlement Agreement and Class Notice  
4 (the “Settlement Agreement”). The Settlement Agreement is attached to the Declaration of Justin F.  
5 Marquez in Support of Plaintiff’s Motion for Final Approval of Class Action Settlement as **Exhibit**  
6 **1**.

7 Due and adequate notice having been given to the Class, and the Court having reviewed and  
8 considered the Settlement, Plaintiff’s Notice of Motion and Motion for Final Approval of Class  
9 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings  
10 had herein, and the absence of any written objections received regarding the proposed settlement,  
11 and having reviewed the record in this action, and good cause appearing therefor,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the  
14 Settlement filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the  
16 Settlement Class Members, and The Testing Company LLC (“Defendant”).

17 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and  
18 reasonable and therefore meets the requirements for final approval. The Court grants final approval  
19 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement  
20 Agreement attached to the Declaration of Justin F. Marquez in Support of Plaintiff’s Motion for Final  
21 Approval of Class Action Settlement as **Exhibit 1**.

22 4. The Court finds that the Settlement appears to have been made and entered into in  
23 good faith and hereby approves the settlement subject to the limitations on the requested fees and  
24 enhancements as set forth below.

25 5. Plaintiff and all Participating Class Members, on behalf of themselves and their  
26 respective former and present representatives, agents, attorneys, heirs, administrators, successors,  
27 and assigns, shall have, by operation of this Final Order and Judgment, fully, finally, and forever  
28 released, relinquished, and discharged Defendant from all Released Claims as defined in the

1 Settlement.

2           6.       Plaintiff, individually and in her representative capacity on behalf of all class  
3 members who do not opt-out will release the Released Parties from all Released Claims. The term  
4 “Released Claims” is defined as all causes of action and factual or legal theories/allegations that were  
5 alleged in the Operative Complaints in the Action, or that could have been brought in the Action  
6 based on those same factual or legal theories/allegations, against the Released Parties. The Released  
7 Claims include, but are not limited to, claims for violation of, or recovery under, Labor Code  
8 sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 1174, 1174.5, 1194,  
9 1194.2, 1197, 1197.1, 1198, 2802; the applicable IWC Wage Order; and Business & Professions  
10 Code section 17200-17208. This Release also includes, but is not limited to, the following claims  
11 for relief: (a) failure to pay minimum and straight time wages; (b) failure to pay overtime wages;  
12 (c) failure to provide meal breaks; (d) failure to authorize and permit rest periods; (e) failure to  
13 timely pay final wages at termination; (f) failure to provide accurate itemized wage statements; (g)  
14 failure to indemnify employees for expenditures; (h) unfair business practices; and (i) all damages,  
15 penalties, restitution, attorneys’ fees, interest, and other amounts recoverable in connection with  
16 the above legal authorities and/or claims for relief under local, California, and federal law. Except  
17 as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release  
18 any other claims, including claims for vested benefits, wrongful termination, violation of the Fair  
19 Employment and Housing Act, unemployment insurance, disability, social security, workers’  
20 compensation, or claims based on facts occurring outside the Class Period.

21           7.       As of the date when Defendant fully funds the entire Gross Settlement Amount, all  
22 members of the Settlement Class, except those that made a valid and timely request to be excluded  
23 from the Settlement Class and Settlement, waive, release, discharge, and promise never to assert in  
24 any forum or otherwise make a claim against any of the Released Parties for any of the Released  
25 Claims arising during the Settlement Period. One Class Member (Sakari Greenwell) has excluded  
26 herself from the Settlement and no Class Member has objected to the Settlement.

27           8.       All Aggrieved Employees, including any Non-Participating Class Members who are  
28 Aggrieved Employees, are deemed to release, on behalf of themselves and their respective former

1 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the  
2 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have  
3 been alleged, based on the PAGA Period facts stated in the Action, and the PAGA Notice and  
4 ascertained in the course of the Action, including any and all claims for PAGA penalties based on  
5 alleged: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages; (3)  
6 failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely  
7 pay final wages at termination; and (6) failure to provide accurate itemized wage statements. This  
8 Release includes, but is not limited to, claims for PAGA penalties based on alleged violation of Labor  
9 Code sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 1174, 1174.5,  
10 1194, 1194.2, 1197, 1197.1, 1198, 2802.

11 9. The Parties shall bear their own respective attorneys' fees and costs, except as  
12 otherwise provided for in the Settlement and approved by the Court.

13 10. Solely for purposes of effectuating the settlement, the Court finally certified the  
14 following Class, all persons who were employed by Defendant in California as hourly-paid or non-  
15 exempt employees during the Class Period. The Class Period is defined as the period from May 2,  
16 2018 to August 9, 2023.

17 11. The Notice provided to the Class conforms with the requirements of California Rules  
18 of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by  
19 providing individual notice to all Class Members who could be identified through reasonable effort,  
20 and by providing due and adequate notice of the proceedings and of the matters set forth therein to  
21 the Class Members. The Notice fully satisfies the requirements of due process.

22 12. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the  
23 methodology used to calculate and pay each Participating Class Member's Individual Class Payment  
24 are fair and reasonable and authorizes the Settlement Administrator to pay the Individual Class  
25 Payments to the Participating Class Members in accordance with the terms of the Settlement.

26 13. Defendants shall pay a total of \$350,000.00 to resolve this litigation.

27 14. From the Gross Settlement Amount, \$15,000.00 shall be paid to the California Labor  
28 and Workforce Development Agency, representing 75% of the penalties awarded under the terms of

1 the Joint Stipulation and Amendment pursuant to the Labor Code Private Attorneys General Act of  
2 2004, California Labor Code section 2698, *et seq.*

3 15. From the Gross Settlement Amount, \$7,500.00 shall be paid to Plaintiff for her  
4 service as class representative and for her agreement to release claims.

5 16. From the Gross Settlement Amount, \$12,000.00 shall be paid to the Settlement  
6 Administrator, CPT Group, Inc. ("CPT").

7 17. The Court hereby confirms Justin F. Marquez, Benjamin H. Haber, and Daniel J.  
8 Kramer of Wilshire Law Firm, PLC as Class Counsel.

9 18. From the Gross Settlement Amount, Class Counsel is awarded \$116,666.67 for their  
10 reasonable attorneys' fees and \$17,020.18 for their reasonable costs incurred in the Action. The fees  
11 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that  
12 the fees are reasonable in light of the benefit provided to the Class.

13 19. Notice of entry of this Final Approval Order and Judgment shall be given to Class  
14 Members by posting a copy of the Final Approval Order and the Judgment on CPT's website for a  
15 period of at least forty-five (45) calendar days after the date of entry of this Final Approval Order  
16 and Judgment.

17 20. Without affecting the finality of this Order in any way, and in accordance with  
18 California Rules of Court, Rule, 3.769, this Court retains continuing jurisdiction over the  
19 implementation, interpretation, and enforcement of the Settlement with respect to all Parties to this  
20 action, and their counsel of record.

21 21. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted  
22 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

23 **IT IS SO ORDERED.**

24  
25 DATE: 03/18/2025



26 Hon. Elaine Lu  
27 Los Angeles County Superior Court  
28

**PROOF OF SERVICE**

*Petrossian v. The Testing Company LLC, et al.*  
22STCV34526

STATE OF CALIFORNIA                    )  
  ) ss  
COUNTY OF LOS ANGELES            )

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12<sup>th</sup> Floor, Los Angeles, California 90010. My electronic service address is rebecca.padilla@wilshirelawfirm.com.

On March 14, 2025, I served the foregoing **[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF’S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:


Amy R. Patton (SBN 203877)  
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Tyler B. Runge (SBN 310697)  
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Attorneys for Defendant

- (X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor and Workforce Development Agency Online Filing Site.
- (X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE.**

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

Executed on March 14, 2025, at Los Angeles, California.

  
\_\_\_\_\_  
Rebecca Padilla