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FILED
Superior Court of California
County of Los Angeles
10/25/2023

David W. Slayton, Executive Officer / Clerk of Court
By: _____ A. He _____ Deputy

14 Attorneys for Plaintiff Kelvin Liu and the Class

15 SUPERIOR COURT OF THE STATE OF CALIFORNIA
16 COUNTY OF LOS ANGELES

17 **KELVIN LIU,**
18 **Plaintiff,**
19 **vs.**
20 **QNAP, INC., and DOES 1-100, inclusive,**
21 **Defendants.**

Case No.: 19PSCV00668

~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S MOTIONS FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT AND FOR FEES,
COSTS, AND SERVICE PAYMENT

Date: October 25, 2023
Time: 10:30 am
Department: 1

22 Plaintiffs Kelvin Liu's ("Plaintiff") Unopposed Motion for Final Approval of Class Action
23 and PAGA Settlement ("Motion for Final Approval") and Motion for Attorneys' Fees, Costs, and
24 Plaintiff's Service Payment ("Fee Motion") came on regularly for hearing on October 25, 2023, at
25 10:30 a.m. in Department 1 of the above-entitled Court. Appearances are reflected in the Court's
26 record. The Court, having fully and carefully considered Plaintiff's Motion for Final Approval and
27 Fee Motion, the memoranda and declarations in support thereof, the Parties' Class Action and
28 PAGA Settlement Agreement, and the oral arguments made at the hearing, hereby makes the

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1 following findings and orders¹:

2 1. Plaintiff's Motion for Preliminary Approval was granted on April 14, 2023.

3 Plaintiff's Motion for Final Approval and Fee Motion were timely filed. No objections were filed by
4 any Class Members.

5 2. The Court finds that the Settlement was reached after arm's-length negotiations
6 between the Parties, including two mediations; the proposed Settlement was concluded only after
7 counsel for the Parties conducted adequate investigation, informal and formal discovery and class
8 certification was granted; and the Settlement of this action, as embodied in the terms of the
9 Settlement, is finally approved as fair, reasonable, and adequate and in compliance with all
10 applicable requirements of the California Code of Civil Procedure and the Federal Rules of Civil
11 Procedure and any other applicable law, and is in the best interests of the Class Members.

12 3. Plaintiff Kelvin Liu is confirmed as Class Representative.

13 4. Mayall Hurley P.C., by and through lead counsel Robert J. Wasserman, William J.
14 Gorham, III, Nicholas J. Scardigli, and Vladimir J. Kozina, are confirmed as Class Counsel.

15 5. Atticus Administration, LLC is confirmed as Settlement Administrator of the
16 Settlement.

17 6. Prior to granting the preliminary approval, the Court evaluated the standards for
18 maintaining class certification, which had previously been granted on April 14, 2023. Nothing has
19 been raised subsequently that might affect the Court's prior analysis as to whether certification is
20 appropriate here, and the Court has no cause to revisit that analysis. The Court finds that final
21 certification of the Class is appropriate under California Rules of Court, Rule 3.769 and California
22 Code of Civil Procedure section 382 and certifies the following class:

23 All individuals who meet one or more of the following criteria and who did not
24 previously validly opt-out of the instant action:

- 25 a. A current or former non-exempt California employee of Defendant who worked for
26 Defendant at any time from July 26, 2015, through August 31, 2019;

27
28 ¹ All terms used in this Order shall have the same meanings given those terms in the Parties' Class Action and PAGA Settlement Agreement ("Settlement Agreement" or "Settlement"), a copy which is attached as **Exhibit A** to the Declaration of Vladimir J. Kozina in Support of Plaintiff's Unopposed Motion and Fee Motion.

- b. A former non-exempt California employee of Defendant who worked for Defendant at any time from July 26, 2015, through August 31, 2019, and whose employment with Defendant ended between July 26, 2015, and the date of preliminary approval of the settlement agreement;
- c. A current or former non-exempt California employee of Defendant who was issued one or more wage statements during the period of July 26, 2018, through August 31, 2019;
- d. A current or former non-exempt California employee of Defendant who worked one or more shifts of at least 3.5 hours during the period of July 26, 2015, through October 28, 2020. (the “Class”).

7. The Class consists of 88 individuals, all of whom are members of the Class previously certified by this Court on June 1, 2021.

8. The Class Notice mailed to Class Members informed the Class Members of the Settlement terms, their right to opt out from the Settlement, object to the Settlement, or do nothing, and the implications of each such action. The Class Notice also advised Class Members of applicable deadlines and other events, including the Final Approval Hearing, and how Class Members can obtain additional information. A dedicated toll-free phone number was created and maintained, which provided Class Members the ability to obtain additional information regarding the Settlement.

9. No objection to any component of the Settlement was raised by any Class Member.

10. One Class Member opted-out of the Settlement. This Class Member, Ching-Yeh Tsai, will not be bound by the Settlement nor the terms of this Order.

11. The Claims Administrator sent Notice to 88 individuals on May 15, 2023. Notice was effectuated on 100% of the Class.

12. The Court concludes that adequate notice was provided to the Class. The Court accepts the Administrator’s Declaration and finds sufficient notice has been provided to satisfy due process.

13. The Court approves the Gross Settlement Amount of \$700,000.00 as fair, reasonable, and adequate.

1 14. The Court finds that the \$50,000.00 of the GSA allocated to resolve Released PAGA
2 Claims is fair, reasonable and adequate under the circumstances and serves the punitive and
3 deterrent purposes of the PAGA. The moving papers for the Final Approval Motion and Fee Motion
4 were served on the LWDA through the agency's online filing website. No objection to the
5 Settlement, or the allocation to resolve the Released PAGA Claims, has been offered by the LWDA.

6 15. Of the \$50,000.00 allocated to resolve the Released PAGA Claims, 75% — or
7 \$37,500.00 — shall be paid to the Labor and Workforce Development Agency, and 25% — or
8 \$12,500.00 — shall be distributed to Class Members as set forth in the Settlement Agreement.

9 16. The Court approves payment to the Administrator in the amount of \$8,400.00, which
10 sum shall be paid from the Gross Settlement Amount.

11 17. The Court approves the Service Payment of \$7,500.00 to Plaintiff Kelvin Liu for his
12 service as Class Representative, which sum shall be paid from the Gross Settlement Amount.

13 18. Class Counsel's request of attorneys' fees in the amount of \$233,333.33, or one-third
14 of the Gross Settlement Amount, and declared costs of \$60,000.00 are approved. Class Counsel
15 also provided the Court with the materials necessary to perform a lodestar cross-check. Class
16 Counsel calculate their lodestar fee to be \$563,273.70, based on reasonable hours worked and
17 reasonable hourly rates. The fees requested are appropriate under both the common fund and
18 lodestar methods and shall be paid from the Gross Settlement Amount.

19 19. In accordance with the terms of the Settlement, as of the Effective Date, Participating
20 Class Members forever and completely release and discharge Defendant and Released Parties from
21 the Released Class Claims. Additionally, Plaintiff, on behalf of himself, the LWDA, and the other
22 aggrieved employees, releases Defendant and Released Parties from the Released PAGA Claims as
23 of the Effective Date.

24 20. Participating Class Members shall be permanently enjoined and restrained from and
25 against initiating or pursuing against Defendant any individual, representative, or class claims
26 released by this Settlement.

1 21. The Parties shall file a report with this Court by October 23, 2024, setting forth the
2 total amount that was actually paid to the Class Members pursuant to the requirements of Code of
3 Civil Procedure section 384(b).

4 22. Judgment shall be entered consistent with the terms of this Order.

5 IT IS SO ORDERED.

6
7 Dated: 10/25/2023



A handwritten signature in black ink, appearing to read "Stuart M. Rice". The signature is stylized and written in a cursive-like font.

Stuart M. Rice / Judge

SUPERIOR COURT JUDGE