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Attorneys for PHILLIP JR PLASENCIA individually
and on behalf of all others similarly situated

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

PHILLIP JR PLASENCIA individually and on
behalf of himself and all others similarly situated,

Plaintiff,

v.

ONNI PROPERTIES LLC, an Arizona Limited
Liability Company, ONNI MANAGEMENT
CALIFORNIA, INC., a Delaware Corporation,
Defendant ONNI LEVEL PROPERTIES
(CALIFORNIA), LLC, a Delaware limited liability
company, Defendant CAPILANO PROPERTIES,
LLC, a Nevada limited liability company,
Defendant ONNI 888 OLIVE STREET LIMITED
PARTNERSHIP, a Nevada limited partnership, and
ONNI CONTRACTING (CALIFORNIA), INC., a
California corporation, and DOES 1-50, inclusive,

Defendants.

Case No. 24STCV04598

Assigned for All Purposes To:
Hon. Timothy Patrick Dillon
Dept.: 15

Complaint Filed: February 23, 2024
FAC Filed: March 10, 2025
Trial Date: Not set

CLASS & REPRESENTATIVE ACTION

**[PROPOSED]-AMENDED ORDER
GRANTING FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT AND
ENTRY OF JUDGMENT**

FINAL APPROVAL HEARING

Date: July 15, 2026
Time: 10:00 a.m.
Dept.: 15

1 This matter came before the Court for hearing on Plaintiff's Motion for Final Approval of Class
2 Action and PAGA Settlement and Motion of Attorneys' Fees, Costs and Class Representative
3 Enhancement Award. The Court considered the proposed Stipulation of Settlement Agreement
4 ("Settlement"), attached as Exhibit 1 to the Declaration of James R. Hawkins in Support of Plaintiff's
5 Motion for Preliminary Approval of Class Action and PAGA Settlement Agreement, Approval of Notice
6 to Class Members, and Approval of Settlement Administrator (filed July 3, 2025), the submissions of
7 counsel, and all other papers filed in this action. This matter having been submitted, and good cause
8 appearing therefore, this Court **HEREBY ORDERS THAT:**

9 1. This Court adopts and incorporates by reference the terms and conditions of the
10 Settlement, together with the definitions and terms used and contained therein.

11 2. The Court finds that it has jurisdiction over the subject matter of the action and over all
12 parties to the action, including all Class Members.

13 3. The Court finds the Settlement was entered into in good faith, that it is fair, reasonable
14 and adequate, and that it satisfies the standards and applicable requirements for final approval of this
15 class action settlement under California law, including the provisions of California Code of Civil
16 Procedure section 382 and California Rules of Court, Rule 3.769.

17 4. In so finding, the Court considered all evidence presented, including evidence regarding
18 the strength of Plaintiff's case; the risk, expense, and complexity of the claims presented; the likely
19 duration of further litigation; the amount offered in settlement; the extent of investigation and discovery
20 completed; and the experience and views of counsel. The Parties have provided the Court with sufficient
21 information about the nature and magnitude of the claims being settled, as well as the impediments to
22 recovery, to make an independent assessment of the reasonableness of the terms of the Settlement.

23 5. With respect to the Class and for the purpose of approving the Settlement only, this Court
24 finds and concludes that: (a) the Class Members are ascertainable and so numerous that joinder of all
25 members is impracticable; (b) there are questions of law or fact common to the Class Members, and
26 there is a well-defined community of interest among Class Members with respect to the subject matter
27 of the claims in the action; (c) the claims of Plaintiff is typical of the claims of the Class Members; (d)
28 the Plaintiff has fairly and adequately protected the interests of the Class Members; (e) a class action is

superior to other available methods for an efficient adjudication of this controversy; and (f) counsel for Plaintiff is qualified to serve as Class Counsel for the Class Members.

6. Notice was provided to the Class Members in compliance with the Order Granting Preliminary Approval of Class Action and PAGA Settlement, Approval of Notice to Class Members, and Approval of Settlement Administrator (“Preliminary Approval Order”), California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law. The Notice: (i) fully and accurately informed Class Members about all material elements of the action and proposed Settlement; (ii) provided sufficient information so that Class Members were able to decide whether to opt-out and pursue their own remedies, or object to the proposed Settlement; (iii) provided procedures for Class Members to request exclusion from the Settlement, to state written objections to the proposed Settlement, to dispute the amount of work weeks, and to appear at the hearing; and (iv) provided the time, date and place of the final fairness hearing.

7. Class Members were given a full opportunity to participate in the final fairness hearing, and all Class Members and other persons wishing to be heard have been heard.

8. The Gross Settlement Amount and the means of distributing the Net Settlement Amount to Participating Class Members are fair and reasonable in light of the nature of this case.

9. The Court finds that the attorneys at James Hawkins APLC have the requisite qualifications, experience, and skill to protect and advance the interests of the Class Members. The Court therefore finds that counsel satisfy the professional and ethical obligations attendant to the position of Class Counsel, and hereby appoints James R. Hawkins, Christina M. Lucio, and Nicholas W. Schieffelin of James Hawkins APLC as Class Counsel.

10. Class Counsel has provided services and benefits to absent Class Members and expended efforts and resources to secure the benefits and is thus entitled to the requested and unopposed attorneys’ fees and costs as approved by the Court. The Court finds that the attorneys’ fees of thirty-three percent (33%) of the Gross Settlement Amount (i.e. \$288,750.00) created by the Preliminary Approval Order is reasonable for a contingency fee in a class action and that use of this method for determining the fee award is reasonable because it encourages efficient litigation.

11. The Class Representative prosecuted this lawsuit, worked with counsel, undertook the risks associated with litigation, acted to protect the interests of the Class, and conferred a benefit on absent Class Members, and are thus entitled to receive a Class Representative Enhancement Award as approved by the Court.

12. The appointed Settlement Administrator, Apex Class Action, LLC (“Apex”), rendered services and will continue to render services, in connection with administering the notice and settlement process, and is thus entitled to its requested administration fees.

13. The Gross Settlement Amount or “common fund” is \$875,000.00, with the Net Settlement Amount to be paid to Participating Class Members being calculated by deducting the following amounts from the Gross Settlement Amount: (1) Class Counsel’s attorneys’ fees of \$288,750.00; (2) Class Counsel’s documented costs of \$11,727.17; (3) the Class Representative Enhancement Award to be paid to Plaintiff as the Class Representatives of \$7,500; (4) the Settlement Administrator fees to Apex of \$9,000.00; and (5) the PAGA Payment of \$45,000.00, (allocated 75% to the LWDA and 25% in Individual PAGA Payments to the Aggrieved Employees). The Net Settlement Amount which will be paid as Individual Settlement Payments to Participating Class Members is estimated to be approximately \$513,022.83. There is no reversion to Defendants Onni Properties, LLC, Onni Management California, Inc., Onni Level Properties (California), LLC, Capilano Properties, LLC, Onni 888 Olive Street Limited Partnership, and Onni Contracting (California), Inc. (“Defendants”).

IT IS ORDERED THAT:

1. Class Members: The Court certifies, for settlement purposes only, the following Class: All persons who are or were employed by Defendants in California as hourly paid, non-exempt employees at any time during the Class Period.

2. Non-Participating Class Members: Two Class Members timely submitted valid requests for exclusion. Accordingly, 649 of the 651 Class Members are Participating Class Members who will receive an Individual Settlement Payment and will be bound by the Release by Participating Class Members set forth in the Settlement Agreement. The two Non-Participating Class Members, who will not receive an Individual Settlement Payment and will not be bound by the Release by Participating Class Members, are Deric Martin and Rosa Del Carmen Claudio De Rivas.

1 **3. Class Period:** The Class Period is defined as the period from December 2, 2019 to
2 October 13, 2024.

3 **4. PAGA Members.** All individuals who are or previously were employed by Defendants
4 in California as hourly paid, non-exempt employees at any time during the PAGA Period.

5 **5. PAGA Period:** The PAGA Period is defined as the period from March 8, 2022, to
6 October 13, 2024.

7 **6. Release of Claims by Plaintiff.** As of the Effective Date and Defendants' funding of
8 the Gross Settlement Amount and employer-side taxes, Plaintiff, in his individual capacity, is deemed
9 to have released and discharged Defendants and the Released Parties as set forth in the Release of Claims
10 by Plaintiff in the Settlement.

11 **7. Release as to All Participating Class Members.** Upon the Effective Date and
12 Defendants funding of the Gross Settlement Amount and employer-side taxes, Plaintiff and all
13 Participating Class Members shall be deemed to have released and discharged Defendants and the
14 Released Parties as set forth in the Release by Participating Class Members in the Settlement.

15 **8. Release as to All PAGA Members.** Upon the Effective Date and Defendants funding of
16 the Gross Settlement Amount and employer-side taxes, as representative of the State of California and
17 on behalf of the and the Labor and Workforce Development Agency ("LWDA"), Plaintiff and All
18 Aggrieved Employees shall be deemed to have released and discharged Defendants and the Released
19 Parties as set forth in the Release by Aggrieved Employees in the Settlement.

20 **9. Class Relief.** Defendants shall deposit the Gross Settlement Amount into a settlement
21 fund, which qualifies for a Qualified Settlement Fund under US Treasury Regulation section 468B-1,
22 for the benefit of Participating Class Members and Class Counsel, through the Administrator, according
23 to the terms of the Settlement. The Administrator shall calculate and distribute the Individual Class
24 Payments to the Participating Class Members and Individual PAGA Payments to Aggrieved Employees.
25 The distribution shall be in accordance with the instructions and timeline set forth in the Settlement
26 Agreement and this Order and Judgment. Any envelope transmitting the Individual Class Payment
27 and/or Individual PAGA Payment to a Class Member shall bear the notation, "YOUR CLASS ACTION
28 SETTLEMENT CHECK IS ENCLOSED."

1 **10. Payment to LWDA and Aggrieved Employees.** From the Gross Settlement Amount,
2 \$45,000 shall be allocated to PAGA Penalties, 75% or \$33,750 shall be paid to the LWDA and 25% or
3 \$11,250 shall be paid as Individual PAGA Payments to the Aggrieved Employees according to the
4 formula set forth in the Settlement Agreement.

5 **11. Uncashed Checks.** Individual Class Payment and Individual PAGA Payment checks
6 shall be negotiable for 180 days from the date of issuance. Any checks that have not been negotiated
7 within 180 days after the date of issuance will be voided and the Settlement Administrator will report
8 and send the unclaimed funds to California Controller's Unclaimed Property Fund in the name of the
9 Class Member and/or Aggrieved Employee. If any Class Members and/or Aggrieved Employees are
10 current employees of Defendants, if their Individual Class Payment and/or Individual PAGA Payment
11 is returned as undeliverable and the Administrator is unable to locate a valid mailing address, then the
12 Administrator shall arrange with Defendants to have their Individual Class Payment and/or Individual
13 PAGA Payment delivered to such Class Members at their place of employment.

14 **12. Attorneys' Fees and Costs.** Class Counsel are awarded \$288,750.00 in attorneys' fees
15 and \$11,727.17 in costs to James Hawkins APLC.

16 **13. Class Representative Service Award.** Plaintiff Phillip Jr. Plasencia is awarded
17 \$7,500.00 as an Enhancement Award for his services and the risks undertaken as Plaintiff and Class
18 Representative on behalf of the Class.

19 **14. Payment of Settlement Administration Costs.** The Court approves settlement
20 administration costs and expenses in the amount of \$9,000.00 to Apex Class Action LLC.

21 **15. Final Accounting Report.** The Parties shall file a report concerning any uncashed
22 checks or other cash residue by 2 court days before the Compliance Hearing. The report shall be in the
23 form of a declaration from the Administrator and shall describe: (i) the date the checks were mailed, (ii)
24 the total number of checks mailed to class members, (iii) the average amount of those checks, (iv) the
25 number of checks that remain uncashed, (v) the total value of those uncashed checks, (vi) the average
26 amount of the uncashed checks, and (vii) the nature and date of the disposition of those unclaimed funds.

27 **16. Compliance Hearing.** The Court sets a compliance hearing for July 16, 2027, subject to
28 the availability of the Court, at ~~8:30 am~~ 4 PM. The hearing is set as a Non-Appearance Case Review.

1 **17. Entry of Judgment.** This Final Approval Order shall constitute a final judgment in
2 accordance with California Rule of Court 3.769(h). The Court directs the Clerk to enter judgment in
3 accordance with the terms of this Final Approval Order.

4 **18. Notice of Entry of Judgment.** The Parties are to give notice to all Class Members of
5 this Final Approval Order and Judgment in accordance with California Rule of Court 3.771(b) by filing
6 a Notice of Entry of Judgment of this Final Approval Order and Judgment with the Court.

7 **19. Court's Jurisdiction.** Pursuant to the Parties' request, California Code of Civil
8 Procedure section 664.6, and California Rule of Court 3.769(h), the Court retains jurisdiction over this
9 action, the parties, their counsel, and the Settlement Administrator until final performance of the
10 Settlement.

11 **IT IS SO ORDERED.**

12
13 DATED: 07/17/2026

By:



A handwritten signature in black ink, appearing to read "Timothy Patrick Dillon".

HON. TIMOTHY PATRICK DILLON
JUDGE OF THE SUPERIOR COURT

Timothy Patrick Dillon / Judge

PROOF OF SERVICE, COUNTY OF ORANGE

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On July 15, 2026, I served on the interested parties in this action the following document(s) entitled:

-[PROPOSED] AMENDED ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AND ENTRY OF JUDGMENT

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address irma@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

SERVICE LIST

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Attorneys for Defendant

[X] STATE: I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on July 15, 2026, at Irvine, California.


Irma Ceja