

FILED
Superior Court of California
County of Los Angeles

09/08/2026

David W. Slayton, Executive Officer / Clerk of Court

By: _____ A. He _____ Deputy

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

SANTOS LUZOD, an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

SPEC SERVICES, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 25STCV01318

*[Assigned for all purposes to the
Hon. Theresa M. Traber, Dept. 1]*

**~~[PROPOSED]~~ ORDER GRANTING
FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT, APPLICATION FOR
ATTORNEYS' FEES AND COSTS, AND
ENHANCEMENT AWARD**

HEARING INFORMATION:

DATE: September 8, 2026

TIME: 10:30 a.m.

DEPT: 1

1 This matter having come before the Court on September 8, 2026 for a final approval hearing
2 pursuant to the Order of this Court granting preliminary approval (“Preliminary Approval Order”)
3 of the class and representative action settlement upon the terms set forth in the Class and PAGA
4 Settlement Agreement (“Settlement,” “Agreement” or “Settlement Agreement”) fully-executed on
5 January 13, 2026 and previously submitted in support of the Motion for Preliminary Approval of
6 Class and Representative Action Settlement; and due and adequate notice having been given to the
7 Class Members as required in the Preliminary Approval Order; and the Court having considered all
8 papers filed and proceedings had herein and otherwise being fully informed and good cause
9 appearing therefore, it is hereby **ORDERED, ADJUDGED AND DECREED THAT:**

10 1. The Motion for Final Approval of Class and Representative Action Settlement;
11 Enhancement Awards; and Reasonable Attorneys’ Fees and Costs is hereby granted in its entirety.

12 2. The definitions set out in the Settlement Agreement are incorporated by reference into
13 this Order; all terms defined therein shall have the same meaning in this Order as defined in the
14 Settlement Agreement.

15 3. This Court has jurisdiction over the subject matter of this litigation and over all Parties
16 to this litigation, including all Class Members.

17 4. For settlement purposes only, the Court certifies the following class (“Settlement Class,”
18 “Settlement Class Members” or “Class Members”): all individuals employed by Spec Services, Inc.
19 (“Defendant”) as non-exempt, hourly-paid employees in the State of California at any time between
20 January 17, 2021 through January 30, 2026 (“Class Period”).

21 5. “Plaintiff” refers to plaintiff Santos Luzod.

22 6. The parties released shall include: Defendant, and each of their former, present and
23 future owners, parents, and subsidiaries, and all of their current, former, and future officers,
24 directors, members, managers, employees, consultants, partners, shareholders, joint venturers,
25 agents, predecessors, successors, assigns, accountants, insurers, reinsurers, and/or legal
26 representatives. (“Released Parties”).

27 7. Upon Final Approval of the Settlement and the full funding of the Gross Settlement
28 Fund, as well as employer-side taxes, and except as to such rights or claims as may be created by

1 this Settlement, all Participating Individuals shall release the Released Parties from all “Class
2 Released Claims” from January 17, 2021 through January 30, 2026, which are defined as: all claims
3 that were alleged, or reasonably could have been alleged, based on the facts and theories stated in
4 the Operative Complaint or PAGA Notice, including, but not limited to: (1) failure to pay overtime
5 wages; (2) failure to pay minimum wages; (3) failure to provide meal periods, or compensation in
6 lieu thereof; (4) failure to provide compliant rest periods, or compensation in lieu thereof (5) waiting
7 time penalties; (6) non-compliant wage statements; (7) failure to timely pay wages; (8) failure to
8 indemnify; (9) violation of Labor Code §227.3; (10) PAGA; and (11) all claims asserted through
9 California Business & Professions Code section 17200, et seq. arising out of the Labor Code
10 violations referenced in the Operative Complaint and/or PAGA Notice, including, but not limited
11 to all theories pleaded or based on the same operative facts such as wages owed due to rounding,
12 failure to pay sick leave, failure to pay vacation, and any derivative claims based on such theories.

13 8. Upon Final Approval of the Settlement and the full funding of the Gross Settlement
14 Fund, and except as to such rights or claims as may be created by this Settlement, Plaintiff, on
15 behalf of the State of California and all persons employed by Defendant in California and classified
16 as a non-exempt, hourly-paid employee who worked for Defendant during the “PAGA Period,”
17 defined as January 16, 2024 through January 30, 2026 (“Aggrieved Employees”), shall release the
18 Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have
19 been alleged, based on the facts stated in the Operative Complaint and the PAGA Notice.

20 9. Distribution of the Notice of Proposed Class and Representative Action Settlement and
21 Date for Final Approval Hearing (“Class Notice”) directed to the Class Members as set forth in the
22 Settlement Agreement and the other matters set forth herein have been completed in conformity
23 with the Preliminary Approval Order, including individual notice to all Class Members who could
24 be identified through reasonable effort, and was the best notice practicable under the circumstances.
25 This Class Notice provided due and adequate notice of the proceedings and of the matters set forth
26 therein, including the proposed class settlement set forth in the Settlement Agreement, to all persons
27 entitled to such Class Notice, and the Class Notice fully satisfied the requirement of due process.

28 10. Only one (1) Class Member opted out of the Settlement, only one (1) Class Member

1 objected to the Settlement, and zero (0) submitted any Workweek disputes.

2 11. The Court further finds that the Settlement is fair, reasonable, and adequate, and that
3 Plaintiffs have satisfied the standards and applicable requirements for final approval of class action
4 settlement under California law, including the provisions of Code of Civil Procedure section 382
5 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in
6 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

7 12. This Court hereby approves the settlement set forth in the Settlement Agreement and
8 finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
9 effectuate the settlement according to its terms. The Court finds that the settlement has been reached
10 as a result of intensive, serious and non-collusive arm's-length negotiations. The Court further finds
11 that the Parties have conducted extensive and costly investigation and research, and counsel for the
12 parties are able to reasonably evaluate their respective positions. The Court also finds that settlement
13 at this time will avoid additional substantial costs, as well as avoid the delay and risks that would
14 be presented by the further prosecution of this Action. The Court has noted the significant benefits
15 to the Class Members under the Settlement. The Court also finds that the class is properly certified
16 as a class for settlement purposes only.

17 13. The Court approves plaintiff Santos Luzod as Class Representative.

18 14. The Court approves Bardia A. Akhavan of Akhavan & Associates, as Class Counsel.

19 15. The Court approves APEX Class Action Administration ("APEX"), as the Settlement
20 Administrator.

21 16. The Court deems the requested attorneys' fees and hourly rates to be reasonable in light
22 of the benefit obtained for the class and hereby awards Class Counsel attorneys' fees in the total
23 amount of \$385,066.66, which is 33.33% of the Gross Settlement Amount of \$1,155,200.00, and
24 to be deducted therefrom. In addition, the Court awards Class Counsel reimbursement of their costs
25 of \$19,984.35 to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be
26 paid by the Settlement Administrator from the Gross Settlement Amount as set forth in the
27 Settlement Agreement.

1 17. The Court hereby approves a service award of \$8,000.00 to Santos Luzod as the Class
2 Representatives, in consideration of his time, effort and risk incurred on behalf of the Settlement
3 Class, and for providing to Defendant general releases and waivers of rights pursuant to California
4 Civil Code section 1542. The service award will be paid to Plaintiff by the Settlement Administrator
5 from the Gross Settlement Amount as set forth in the Settlement Agreement.

6 18. The Court hereby approves the Settlement Administrator's cost in the amount of
7 \$5,750.00. The Settlement Administrator, ILYM, shall be paid the cost of administration of the
8 settlement from the Gross Settlement Amount.

9 19. The Court hereby approves the PAGA penalties in the amount of \$30,000.00, of which
10 \$19,500.00 shall be paid to the LWDA and the remaining \$10,500.00 to be distributed to the
11 "Aggrieved Employees," defined as all members of the Settlement Class employed by Defendants
12 in California at any time during the period from January 16, 2024 through January 30, 2026 ("PAGA
13 Period").

14 20. The Net Settlement Amount of \$706,398.99 available to pay Settlement Class Members
15 was determined by subtracting the requested Class Counsel attorneys' fees (\$385,066.66), Class
16 Counsel's costs (\$19,984.35), service award to Plaintiff (\$8,000.00), the PAGA penalties
17 (\$30,000.00), and costs of settlement administration (\$5,750.00) from the Gross Settlement Amount
18 (\$1,155,200.00).

19 21. Except as expressly provided herein, the Parties each shall bear all their own fees and
20 costs in connection with this matter.

21 22. No later than seven (7) business days after the Effective Date, Defendants shall fund the
22 Gross Settlement Fund by wiring the Gross Settlement Amount and Defendants' share of employer-
23 side payroll taxes to a Qualified Settlement Fund ("QSF") that shall be set up, held and controlled
24 by the Settlement Administrator. The Parties agree that the QSF is intended to be a "Qualified
25 Settlement Fund" under Section 468B of the Code and Treas. Reg. section 1.469B-1, 26CFR section
26 1.468B-1, et seq., and will be administered by the Settlement Administrator as such.

27 23. Within seven (7) business days after receipt of the Gross Settlement Fund, the
28 Settlement Administrator shall distribute all payments owing under the Settlement, including (1) the

1 individual settlement payments to all members of the Settlement Class who did not opt-out of the
2 Settlement, (2) Plaintiffs' Counsel Fees, (3) Plaintiffs' Counsel Costs, (4) Service Awards, (5) the
3 PAGA Payment, and (6) Settlement Administration Costs.

4 24. The settlement checks to Aggrieved Employees and Participating Individuals shall be
5 valid for one hundred and eighty (180) calendar days. Any settlement checks remaining uncashed
6 after expiration of that period shall be voided and the amount shall be deposited with the State of
7 California Controller's Office of Unclaimed Funds in the name of the individual to whom the
8 settlement check had been addressed. Aggrieved Employees and Participating Individuals shall be
9 bound by this Agreement, regardless of whether he or she cashes his or her settlement payment.

10 25. If: (i) any of the class members are current employees of the defendant, (ii) the
11 distribution mailed to those employees is returned to the administrator as being undeliverable, and
12 (iii) the administrator is unable to locate a valid mailing address; then the administrator shall arrange
13 with Defendant to have those distributions delivered to the employees at their place of employment.

14 26. The Court finds that the class settlement on the terms set forth in the Settlement
15 Agreement was made in good faith, and constitutes a fair, reasonable, and adequate compromise of
16 the released claims against Defendants.

17 27. A Non-Appearence Case Review Re: Final Administration of the Class Action
18 Settlement is hereby scheduled for June 4, 2027, at 4:00 p. .m, in Department 1
19 of the above-entitled Court. At least five (5) ~~calendar~~ ^{court} days prior to said Hearing, the Parties shall
20 file a declaration confirming that the claims have been paid and that administration of all the terms
21 and conditions of the class action settlement have been completed. Should the Court find that said
22 declaration has sufficiently evidenced full and complete administration of the class action
23 settlement, the Hearing Re: Final Administration of the Class Action Settlement will go off-
24 calendar.

1 28. Without affecting the finality of the Judgment in any way, this Court hereby retains
2 continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement
3 and all orders and judgments entered in connection therewith.

4
5 **IT IS SO ORDERED.**

6
7 Dated: September 8, 2026



A handwritten signature in black ink, appearing to read "Theresa M. Traber", is written over a horizontal line.

Theresa M. Traber / Judge
Judge of the Superior Court