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6 JEFFREY TUCKER, individually and on behalf of others
 7 similarly situated

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 9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
FOR THE COUNTY OF LOS ANGELES, SPRING STREET COURTHOUSE

10 JEFFREY TUCKER, an Individual, on behalf
 11 of himself and all others similarly situated

12 Plaintiffs,

13 v.

14 ARMORCAST PRODUCTS COMPANY,
 INC., a California corporation; and DOES 1
 15 through 100, Inclusive

16 Defendants.

CASE NO. 20STCV07252

CLASS ACTION

~~AMENDED [PROPOSED]~~ JUDGMENT

Dept.: SSC 10

[Assigned for all purposes to the Hon. William
 F. Highberger]

Action Filed: February 25, 2020
 Trial Date: None Set

18 The Parties reached a settlement subject to Court approval as represented in the Joint
 19 Stipulation and Settlement of Class Action and Private Attorneys General Act Claims (the
 20 “Stipulation” and “Settlement Agreement”) that was filed previously with this Court. On
 21 December 15, 2022 this Court conducted a Final Settlement Fairness Hearing pursuant to Rule
 22 3.769 of the California Rules of Court and this Court’s previous Order Granting Plaintiff’s Motion
 23 for Preliminary Approval of Class Action Settlement (the “Preliminary Approval Order”) entered
 24 herein on August 3, 2022. On December 15, 2022, this Court denied the Motion for Final
 25 Approval without prejudice.

26 Due and adequate notice having been given to the Settlement Class as required in said
 27 Preliminary Approval Order, and the Court having considered all papers filed and proceedings had
 28 herein and otherwise being fully informed in the matter, and good cause appearing this Court now

1 grants final approval of the class settlement and entered its Order Granting of Plaintiff's Motion
2 for Final Approval of Class Action Settlement, thereon (the "Final Approval Order"), therefore:

3 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

4 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and
5 incorporated herein by reference, this Court finds that the applicable requirements of the
6 California Code of Civil Procedure § 382 and Rule 3.769 of the California Rules of Court have
7 been satisfied with respect to the Class and the proposed Settlement. The Court hereby makes
8 final its earlier provisional certification of the Class for settlement purposes, as set forth in the
9 Preliminary Approval Order.

10 2. This Judgment hereby adopts and incorporates by reference the terms and conditions of the
11 parties' Stipulation, together with the definitions of terms used and contained therein.

12 3. The Court finds that it has jurisdiction over the subject matter of the Class Action and over
13 all parties to the Class Action, including all members of the Settlement Class.

14 4. Consistent with the definitions in the Settlement, the term Class/ Class Members means the
15 class conditionally certified for settlement purposes, consisting of consisting of 1) all current and
16 former individuals who were directly employed by Defendant ARMORCAST PRODUCTS
17 COMPANY, INC. and who were employed in California, as non-exempt hourly paid employees
18 during the Class Period of February 25, 2016 through March 4, 2022; and 2) all individuals who
19 performed work for Defendant ARMORCAST PRODUCTS COMPANY, INC. pursuant to a
20 temporary staffing agreement as non-exempt hourly paid workers during the Class Period of
21 February 25, 2016 through March 4, 2022.

22 5. The Released Claims for the Participating Class Members as defined by the Settlement
23 Agreement are covered by and included within the Settlement and this Judgment. The 263 Class
24 Members that were not mailed notice of the settlement are not bound by the settlement or this
25 judgment.

26 6. The Court finds the Settlement is fair, reasonable and adequate and that Plaintiff has
27 satisfied the standards and applicable requirements for final approval of this class action
28 settlement under California law include the provision of California Code of Civil Procedure

1 Section 382.

2 7. The Class Notice given to the Class Members fully and accurately informed the Class
3 Members of all material elements of the proposed Settlement and of their opportunity to object to
4 or comment thereon; was the best notice practicable under the circumstances; was valid, due, and
5 sufficient notice to all Class Members; and complied fully with the laws of the State of California,
6 the United States Constitution, due process, and other applicable law. The Class Notice fairly and
7 adequately described the Settlement and provided Class Members adequate instructions and a
8 variety of means to obtain additional information. A full opportunity has been afforded to the
9 Class Members to participate in the Final Approval hearing, and all Class Members and other
10 persons wishing to be heard have been heard. The Court finds that Class Counsel utilized all
11 reasonable efforts to provide notice to the Class. The 263 Class members who were not sent
12 notice, despite all reasonable efforts, will not be bound by the settlement agreement or this
13 judgment.

14 8. The Court hereby approves the Settlement and direct the Parties to effectuate the
15 Settlement according to its terms.

16 9. Upon the Effective Date and upon Defendant fully funding the Settlement,
17 Participating Class Members for the Class Period shall fully and finally release and discharge the
18 Released Parties of all claims, rights, demands, liabilities, damages, attorneys' fees, costs, and
19 causes of action of every nature and description, arising from any and all claims which were
20 asserted in the Action or could have been asserted based on the facts alleged in the Action, and
21 arising during the Class Period of this settlement, including statutory, constitutional or common
22 law claims for wages, damages, unpaid costs, liquidated damages, penalties, interest, attorneys'
23 fees, litigation costs, restitution, equitable relief, or other relief under California Business &
24 Professions Code §17200, et seq. based on the following categories of allegations as set forth in
25 the operative complaint: (a) all claims for unpaid overtime wages; (b) all claims for unpaid
26 minimum wages; (c) all claims for failure to provide meal periods; (d) all claims for failure to
27 authorize and permit rest periods; (e) all claims for the failure to promptly pay all wages due and
28 owing at the time of an employee's termination or discharge; (f) all claims for the failure to issue

1 properly itemized wage statements; (g) all claims for Unfair Competition or Business Practices
2 under California's Business and Professions Code based on the preceding claims; (h) all claims
3 for any and all penalties pursuant to the California Labor Code and/or the Private Attorneys
4 General Act of 2004 based on the preceding claims. "Released Parties" means and refers to
5 Defendant ARMORCAST PRODUCTS COMPANY, INC. and its successors in interest, past,
6 present, or future parents, subsidiaries and related or affiliated corporations, and their past, present,
7 or future officers, directors, shareholders, employees, agents, principals, heirs, joint employers,
8 staffing agencies, representatives, accountants, auditors, attorneys, consultants, insurers, and
9 reinsurers, and each of their respective successors and predecessors in interest, subsidiaries,
10 affiliates, parents, and each of their company-sponsored employee benefit plans, and all of their
11 respective officers, directors, owners, employees, administrators, fiduciaries, trustees, and agents.

12 10. Without affecting the finality of this Judgment in any way, the Court hereby retains
13 continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement
14 and all orders entered in connection therewith pursuant to Code of Civil Procedure Section 664.6
15 and rule 3.769(h) of the California Rules of Court.

16 11. The Court hereby finds that the Gross Fund Value of \$2,200,000 and the means of
17 distributing the Net Fund Value to Participating Class Members are fair, reasonable and adequate.
18 The Settlement Administrator will distribute the Net Fund Value to participating class members in
19 accordance to the instruction and timeline set forth in the settlement.

20 12. The Court hereby confirms Bruce Kokozyan, Esq. of Kokozyan Law Firm, APC as Class
21 counsel. The Court hereby approves attorneys' fees to Class Counsel in the amount of
22 \$733,333.33 and costs of \$16,828.02 as compensation for all attorney time spent on this matter
23 from inception through and including the final Settlement Fairness Hearing and all other work
24 related to this case and all costs, as these requests are fair and reasonable. The Court finds that the
25 Class Counsel's requested fees attorneys' fees falls within the range of reasonableness and that the
26 results justify the award. Costs to the Settlement Administrator Simpliciter in the amount of
27 \$64,983 is hereby approved as fair and reasonable.

28 13. The Court hereby approves a Service Award to the Named Plaintiff in the amount of

1 \$5,000. Named Plaintiff's Service Award is approved based on his contribution to the class, risks
2 incurred, stigma, execution of a general release and all other factors presented to the Court, the
3 Court finds this request fair and reasonable.

4 14. The Court hereby approves a PAGA payment of \$21,000 with \$15,750 payable to the
5 Labor Workforce Development Agency (LWDA), as this requests is fair and reasonable. The
6 balance of \$5,250 payable to Class Members.

7 15. Entry of this Final Judgment shall constitute a full and complete bar against the Settlement
8 Class as to all the claims released by the Stipulation, and shall constitute res judicata and collateral
9 estoppel with respect to any and all such released claims, except to those who opted out of the
10 settlement. There are zero opt outs.

11 16. The Court further confirms and finds that nothing contained in the Stipulation, the
12 Preliminary Approval Order, this Judgment, or any other Order entered in this action shall in any
13 way or manner constitute an admission or determination of liability by or against Defendant, or
14 any other Released Parties with respect to any of the claims and causes of action asserted by the
15 Settlement Class or any member thereof, and shall not be offered in evidence in any action or
16 proceeding against Defendant, or any other Released Parties in any court, administrative agency,
17 or other tribunal for any purpose whatsoever, other than to the extent necessary to enforce the
18 provisions of the Stipulation or this Order. This paragraph shall not, however, diminish or
19 otherwise affect the obligation, responsibilities, or duties of Defendant under the Stipulation and
20 this Final Order and Judgment.

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1 17. By operation of the entry of Judgment, as of the Effective Date, the parties and Settlement
2 Class Members are ordered to perform their respective duties and obligations under the
3 Settlement.

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5 IT IS SO ORDERED.

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7 Dated: 01/10/2023



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9 Honorable William F. Highberger
10 Judge of the Superior Court
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