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Attorneys for Plaintiff
ESTEBAN GUARDADO

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET

ESTEBAN GUARDADO, individually and on
behalf of others similarly situated, and as an
Aggrieved Employee and Private Attorney
General,

Plaintiff,

vs.

VOTAW PRECISION TECHNOLOGIES,
INC., an Iowa corporation; DOERFER
CORPORATION, an Iowa Corporation;
TBGA LLC, a Delaware Limited liability
company; BURTEK HOLDINGS, INC., a
corporation; BURTEK ENTERPRISES INC.,
a Delaware Corporation; STEVE LAMB, an
individual; JEFF DANIEL, an individual;
WYNNCHURCH CAPITAL PARTNERS;
WYNNCHURCH CAPITAL, L.P., a
Delaware limited partnership;
WYNNCHURCH CAPITAL, LLC, a
Delaware limited liability
company; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 20STCV11958

*Assigned for All Purposes to: Hon. Stuart M.
Rice, Dept. 1*

**NOTICE OF ENTRY OF FINAL ORDER
AND JUDGMENT**

Complaint filed: March 25, 2020

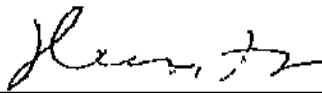
Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on February 7, 2024, the Honorable Stuart M. Rice, in
3 Department 1 in the above-entitled Court, located at 312 N. Spring Street, Los Angeles, California
4 90012, executed the Proposed Final Order Granting Motion for Final Approval of Class Action
5 and PAGA Settlement. Attached hereto as **Exhibit A** is a true and correct copy of the Order which
6 was executed and filed on February 7, 2024.

7
8 Dated: February 8, 2024

PROTECTION LAW GROUP, LLP

9
10 By: 

11 Heather Davis
12 Amir Nayebdadash
13 *Attorneys for Plaintiff*
14 ESTEBAN GUARDADO
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EXHIBIT A

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET**

ESTEBAN GUARDADO, individually and
on behalf of others similarly situated, and as
an Aggrieved Employee and Private Attorney
General,

Plaintiff,

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VOTAW PRECISION TECHNOLOGIES,
INC., an Iowa corporation; DOERFER
CORPORATION, an Iowa Corporation;
TBGA LLC, a Delaware Limited liability
company; BURTEK HOLDINGS, INC., a
corporation; BURTEK ENTERPRISES
INC., a Delaware Corporation; STEVE
LAMB, an individual; JEFF DANIEL, an
individual; WYNNCHURCH CAPITAL
PARTNERS; WYNNCHURCH CAPITAL,
L.P., a Delaware limited partnership;
WYNNCHURCH CAPITAL, LLC, a
Delaware limited liability
company; and DOES 1 through 50, inclusive,

Defendants.

Case No.: 20STCV11958

*Assigned for all purposes to: Hon. Hon. Stuart
M. Rice, Dept. SSCI*

**~~PROPOSED~~ FINAL ORDER AND
JUDGMENT**

Date: February 5, 2024

Time: 10:30 a.m.

Dept.: 1

Complaint filed: March 25, 2020

Trial: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Class and PAGA Action (“Action”) having come before the Court
3 on February 5, 2024, for a hearing and Final Order Approving Class Action and PAGA Settlement
4 and Judgment (“Final Order”), consistent with the Court’s Preliminary Approval Order
5 (“Preliminary Approval Order”), and as set forth in the Class Action and PAGA Settlement
6 Agreement and Class Notice (hereinafter “Settlement” or “Agreement”), and due and adequate
7 notice having been given to all Class Members as required in the Preliminary Approval Order,
8 and the Court having considered all papers filed and proceedings had herein and otherwise being
9 fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED AND**
10 **DECREED AS FOLLOWS:**

11 1. All terms used herein shall have the same meaning as defined in the Agreement.

12 2. Consistent with the definitions provided in the Agreement, the term “Class” and
13 “Class Members” shall mean the following: “All current and former hourly-paid, non-exempt
14 employees of Votaw who were employed in the State of California at any time from March 25,
15 2016, to May 15, 2022. Votaw means named defendant Votaw Precision Technologies, Inc. and
16 the predecessor company of the same name.”

17 3. This Court has jurisdiction over the subject matter of this Action and over all
18 Parties to this Action, including all Class Members.

19 4. Distribution of the Notice directed to the Class Members as set forth in the
20 Agreement and the other matters set forth therein has been completed in conformity with the
21 Preliminary Approval Order, including individual notice to all Class Members who could be
22 identified through reasonable effort, and the best notice practicable under the circumstances. The
23 Notice provided due and adequate notice of the proceedings and of the matters set forth therein,
24 including the proposed Settlement set forth in the Agreement, to all persons entitled to such
25 Notice, and the Notice fully satisfied the requirements of due process. All Class Members and all
26 Released Claims are covered by and included within the Settlement and this Final Order.

27 5. The Court hereby finds the Settlement was entered into in good faith pursuant to
28 and within the meaning of California Code of Civil Procedure section 877.6. The Court further

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

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

17 7. Upon remittance of the Gross Settlement Amount by Defendants to the Settlement
18 Administrator, all Participating Class Members shall fully release and discharge Defendants
19 Votaw Precision Technologies, Inc., Doerfer Corporation, TBGA LLC, Burttek Holdings, Inc.,
20 Burttek Enterprises, Inc., Steve Lamb, Jeff Daniel, Wynnchurch Capital Partners, Wynnchurch
21 Capital, L.P., and Wynnchurch Capital, LLC, and their respective past, present and future heirs,
22 executors, successors, representatives and assigns, parents, members, subsidiaries, including their
23 predecessors and successors, as well as each of their insurers, partners, trustees, directors, owners,
24 shareholders, officers, agents, attorneys, servants, joint employers and employees, past and
25 present, and each of them and anyone acting in concert with foregoing (“Released Parties”) from
26 all claims, rights, demands, liabilities and causes of actions that are alleged or reasonably could
27 have been alleged based on the facts and claims asserted in the operative complaint in the Action
28 including the following claims: (i) failure to pay all regular wages, minimum wages and overtime

1 wages due; (ii) failure to provide meal periods or compensation in lieu thereof; (iii) failure to
2 provide rest periods or compensation in lieu thereof; (iv) failure to provide complete, accurate
3 wage statements; (v) failure to pay wages timely at time of termination or resignation; (vi) failure
4 to reimburse necessary business expenses; (vii) failure to pay wages timely during employment;
5 (viii) failure to maintain required payroll records; (ix) unpaid vacation time; (x) unfair business
6 practices that could have been premised on the claims, causes of action or legal theories of relief
7 described above or any of the claims, causes of action or legal theories of relief pleaded in the
8 operative complaint; and (xi) all claims for relief based on the foregoing claims, including unpaid
9 wages, premium wages, consequential damages, liquidated damages, penalties, prejudgment
10 interest, attorneys' fees and costs, injunctive relief, and declaratory relief. Also claims under the
11 California Labor Code Private Attorneys General Act of 2004 or for civil penalties that could
12 have been premised on the claims, causes of action or legal theories described above or any of the
13 claims, causes of action or legal theories of relief pleaded in the operative complaint including
14 but not limited to Labor Code sections 210, 226.3, 1197.1, 558, and 2699 (collectively the
15 "Released Claims") or premised on the facts, claims, causes of action, or legal theories set forth
16 in Notice to the Labor & Workforce Development Agency sent by Plaintiff on March 12, 2020
17 (the "Class Period"). All PAGA Members shall release claims arising under PAGA for the PAGA
18 Period regardless of their decision to participate in the class settlement.

19 8. Named Plaintiff Esteban Guardado ("Plaintiff"), for himself only, also fully
20 releases the Released Parties from any and all Released Claims and also generally releases and
21 discharges the Released Parties from all claims related to his employment or alleged employment
22 with the Defendants including all claims alleged in the Action, and all claims known and
23 unknown, without exception, except as may be prohibited by law. Specifically, Plaintiff waives
24 all rights and benefits afforded by California Civil Code Section. Specifically, Plaintiff waives
25 all rights and benefits afforded by California Civil Code Section 1542, which provides:

26
27 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
28 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE
RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE

1 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE
2 DEBTOR OR RELEASED PARTY.

3 This release specifically excludes claims for unemployment insurance, disability, social
4 security, and workers compensation (with the exception of claims arising pursuant to California
5 Labor Code Sections 132(a) and 4553).

6 9. No Class Member has objected to the terms of the Settlement.

7 10. No Class Member has requested to be excluded from the terms of the Settlement.
8 Accordingly, 324 out of 324 (100%) of the Participating Class Members are bound by this
9 Judgment.

10 11. The Court finds the settlement payments provided for under the Agreement to be
11 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Agreement,
12 the Court orders Defendants to fund the Gross Settlement Amount of \$1,750,000.00 within
13 fourteen (14) calendar days after the Effective Date of the Settlement, to provide payments for
14 class members settlement awards, the class representative enhancement payment, Class Counsel's
15 attorney fees and costs, the Settlement Administrator's fees and expenses, and penalties to the
16 California Labor and Workforce Development Agency pursuant to Labor Code Section 2698, *et*
17 *seq.* The calculations and the payments shall be made administered in accordance with the terms
18 of the Agreement.

19 12. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
20 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount
21 of thirty three and thirty three percent (33.33%) the Gross Settlement Amount, \$583,275.00, and
22 attorneys' costs in the amount of \$18,793.52 from the Gross Settlement Amount as final payment
23 for and complete satisfaction of any and all attorneys' fees and costs incurred by and/or owed to
24 Class Counsel and any other person or entity related to the Action. The Court further orders that
25 the award of attorneys' fees and costs set forth in this Paragraph shall be administered pursuant
26 to the terms of the Agreement.

27 13. The Court hereby approves and orders a Class Representative Enhancement Award
28 of \$7,500.00 to Plaintiff Esteban Guardado from the Gross Settlement Amount in accordance with

1 the terms of the Agreement.

2 14. The Court approves and orders the payment in the amount of \$30,000.00 (75% of
3 \$40,000.00) from the Gross Settlement Amount to the California Labor Workforce Development
4 Agency for penalties arising under the Private Attorneys General Act of 2004 (“PAGA”). The
5 remaining \$10,000.00 (25% of \$40,000) shall be distributed to PAGA Members as set forth in the
6 Agreement.

7 15. The Court also hereby approves and orders payment from the Gross Settlement
8 Amount for actual settlement administration expenses incurred by the Settlement Administrator,
9 ILYM Group, Inc. in the amount of \$10,500.00.

10 16. The Court hereby approves and orders payment of individual settlement payments
11 from the Net Settlement Amount to the Participating Class Members on a *pro rata* basis as set
12 forth in the Agreement.

13 17. The Court also hereby approves and orders that any checks distributed from the
14 Gross Settlement Amount yet remaining un-cashed after one hundred and eighty (180) calendar
15 days after being issued will be transferred to the California State Controller’s Office pursuant to
16 California Civil Code § 1500 and held in trust for such Settlement Class Members. As such, no
17 “unpaid residue” under CCP §384 will result from the settlement.

18 18. Provided the Settlement becomes effective under the terms of the Agreement, the
19 Court also hereby orders that the deadline for mailing the Court-approved individual settlement
20 payments, attorneys’ fees and costs, and Enhancement Payment is as set forth in the Agreement.

21 19. Neither the Settlement nor any of the terms set forth in the Agreement is an
22 admission by Defendants, or any of the other Released Parties, nor is this Final Order a finding of
23 the validity of any claims in the Action or of any wrongdoing by Defendants, or any of the other
24 Released Parties. In entering into the Agreement, Defendants do not admit, and specifically deny,
25 they have violated any federal, state, or local law; violated any regulations or guidelines
26 promulgated pursuant to any statute or any other applicable laws, regulations, or legal
27 requirements; breached any contract; violated or breached any duty; engaged in any
28 misrepresentation or deception; or engaged in any other unlawful conduct with respect to their

employees. Neither the Settlement or the Agreement, nor any of its terms or provisions, nor any of the negotiations connected with it, shall be construed as an admission or concession by Defendants of any such violations or failure to comply with any applicable law. Except as necessary in a proceeding to enforce the terms of the Agreement, the Agreement and its terms and provisions shall not be offered or received as evidence in any action or proceeding to establish any liability or admission on the part of Defendants or to establish the existence of any condition constituting a violation of, or a non-compliance with, federal, state, local or other applicable law.

20. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over this Action and the Parties, including all Class Members, and over all matters pertaining to the implementation and enforcement of the terms of the Agreement pursuant to California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except as provided to the contrary herein, any disputes or controversies arising with or with respect to the interpretation, enforcement, or implementation of the Agreement shall be presented to the Court for resolution.

21. A final report on the disbursement of settlement payments shall be filed by no later than October 2, 2024, following the expiration of uncashed settlement payments.

22. Plaintiff shall file and serve formal Notice of Entry of Judgment including Notice to the California Labor and Workforce Development Agency (LWDA).

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

DATED: February 7, 2024



A handwritten signature in black ink, reading "Stuart M. Rice", is written over the judge's name.

Stuart M. Rice / Judge

JUDGE OF THE SUPERIOR COURT
HON. STUART M. RICE