

SEP 29 2022

Sherri R. Carter, Executive Officer/Clerk of Court

By: R. Arraiga, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

12 FRANCISCO JAVIER YEPEZ,) Case No.: 20STCV08929
13 individually, and on behalf of)
14 all others similarly situated,)
15 Plaintiffs,)
16 vs.) **JUDGMENT**
17 GENERAL SEALANTS, INC., a)
18 California corporation; and)
19 DOES 1 through 10, inclusive,)
20 Defendant.)
21

22 The Court finds as follows:

23 A. The Court granted preliminary approval of the Amended
24 Settlement Agreement ("Settlement Agreement") and certified a
25 provisional settlement class on March 7, 2022.

B. The Court granted final approval of the Settlement
Agreement on September 29, 2022, certified the settlement class

1 with no opt-outs, and found that the Settlement Agreement was
2 fair, adequate and reasonable.

3 C. The Court defined the following:

4 "Class" or "Class Members": All non-exempt employees of
5 Defendant who worked for Defendant in California during the
6 Class Period.

7 "Settlement Class" or "Settlement Class Members": Class
8 Members who do not submit timely and compliant exclusion
9 requests to the Settlement Administrator.

10 "Class Period": March 5, 2016 through September 1, 2021.

11 (¶3)

12 "PAGA Employee": all non-exempt employees of Defendant who
13 worked for Defendant in California during the PAGA Period. The
14 Parties stipulate that, for purposes of this Settlement, all
15 PAGA Employees are "aggrieved employees" as defined pursuant to
16 PAGA. (¶12)

17 "PAGA Period": March 6, 2019 through September 1, 2021.

18 (¶11)

19 IT IS ORDERED, ADJUDGED AND DECREED as follows:

20 1. Plaintiff Francisco Javier Yopez, individually, and on
21 behalf of all others similarly situated, shall take from
22 Defendant General Sealants, Inc., a California corporation, as
23 set forth in the Parties' Settlement Agreement and the Court's
24 Approval Order entered September 29, 2022.
25

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1 2. Defendants shall pay Plaintiffs the Gross Settlement
2 Amount of \$600,000. [Escalator Clause: Defendant represents
3 that there are approximately 185 Class Members as of July 8,
4 2021, and the Parties agree that in the event this
5 representation turns out to be understated by more than ten (10)
6 percent, Defendant shall increase the Gross Settlement Amount on
7 a proportional basis (i.e., if there was an eleven (11) percent
8 increase in the size of the Settlement Class, Defendant will
9 increase the Maximum Settlement Amount by eleven (11) percent)
10 (the "Escalator Clause"). The Gross Settlement Amount will not
11 be reduced for any reason. (§26.d)] The Net Settlement Amount
12 ("Net"), \$325,000, is the GSA minus the following:
13

- 14 a. \$200,000 to Class Counsel, Moon & Yang, APC
15 (33.33%) for attorney fees;
16 b. \$27,265.83 to Class Counsel for litigation costs;
17 c. \$5,000 to Plaintiff Francisco Javier Yopez, class
18 representative, for Incentive Award;
19 d. \$10,000 to ILYM Group, Inc. for settlement
20 administration costs; and
21 e. \$30,000 (75% of the \$40,000 PAGA penalty) to the
22 LWDA.
23

24 3. Employer share of the payroll taxes on the taxable
25 portion of the settlement payments shall be paid separately from
the GSA by Defendant.

1 4. In exchange for the consideration set forth in the
2 Settlement Agreement, the parties agree that upon the final
3 approval by the Court of this Settlement and Defendant's payment
4 of all sums due pursuant to this Settlement, and except as to
5 such rights or claims as may be created by this Settlement, the
6 Class Representatives, the Class and each Class Member who has
7 not submitted a valid and timely request for exclusion as to
8 claims other than the PAGA claim, and each PAGA Employee,
9 regardless of whether they have requested exclusion from the
10 Settlement of Class claims, will release claims as follows:

11 (¶37)

12
13 Identity of Released Parties: The released parties are
14 Defendant, and each of its/their former and present direct
15 and/or indirect owners, dba's, affiliates, parents,
16 subsidiaries, brother and sister corporations, divisions,
17 related companies, successors and predecessors, and current and
18 former employees, officers, directors, shareholders, owners,
19 trustees, attorneys, fiduciaries, beneficiaries, subrogees,
20 executors, partners, privies, agents, servants, insurers,
21 representatives, administrators, employee benefit plans, and
22 assigns of said entities (collectively "Releasees"). (¶37.a)

23
24 Date Release Becomes Active: The Released Claims and
25 Released PAGA Claims will be released upon the later of (1) the
Settlement's Effective Date, or (2) the satisfaction of

1 Defendant's obligation to provide to the Settlement
2 Administrator a sum in the amount required to satisfy all
3 required payments and distributions pursuant to this Settlement
4 and the Order and Judgment of final approval. Class Members will
5 not release the Released Claims or Released PAGA Claims until
6 both the Effective Date of the Settlement has occurred, and
7 Defendant has paid all amounts owing under the Settlement.

8 (¶37.b)

9
10 Claims Released by Settlement Class Members: Each and every
11 Class Member, on behalf of himself or herself and his or her
12 heirs and assigns, unless he or she has submitted a timely and
13 valid Request for Exclusion (which will not effectuate an opt-
14 out from the release of Released PAGA Claims), hereby releases
15 Releasees from the following claims for the entire Class Period:

16 (¶37.c) any and all claims stated in the First Amended
17 Complaint, or that could have been stated based on the facts
18 alleged therein, including but not limited to all state wage and
19 hour claims (including all claims under the California Labor
20 Code) for unpaid wages, minimum wage, overtime, off-the-clock
21 work, meal periods, rest periods, wage statement violations,
22 interest, penalties, and attorneys' fees, waiting time
23 penalties, withholding from wages and the related provisions of
24 the Labor Code including but limited to Labor Code §§ 201-204,
25 210, 216, 218.6, 226, 226.3 , 226.7, 510, 512, 512.5, 558, 1194,

1 1194.2, 1198, derivative claims under California Business &
2 Professions Code §§ 17200 et seq., and all claims under the
3 governing Industrial Welfare Commission Wage Order ("Released
4 Claims"). (§37.c.1)

5 Claims Released by the Class, Including PAGA Employees: All
6 Class Members, including all PAGA Employees, release the
7 Released PAGA Claims, regardless of whether they have requested
8 exclusion from the Settlement as to Class claims. (§37.d)

9 "Released PAGA Claims" means all claims for penalties and
10 any other available relief pursuant to PAGA, to the extent
11 asserted in Plaintiff's administrative exhaustion letter
12 submitted to the LWDA in this Action on March 4, 2020, arising
13 during the PAGA Period. (§15) "PAGA Period" means the period
14 from March 6, 2019 through September 1, 2021. (§11)

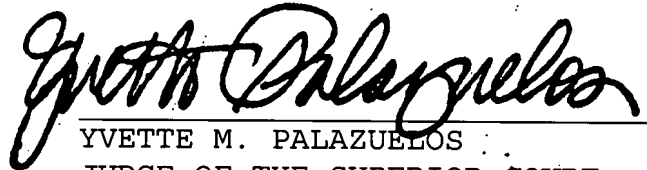
15 Named Plaintiff Francisco Javier Yopez additionally
16 provides a general release and \$1542 waiver. (§38)

17 5. All uncashed settlement checks, plus interest, must be
18 delivered to the California State Controller's Unclaimed
19 Property Division in the name of the Class Member/Aggrieved
20 Employee who did not cash his or her check.

21 6. Pursuant to California Rules of Court, Rule 3.769(h),
22 the Court retains jurisdiction over the parties with respect to
23 enforcement of this Judgment under California Code of Civil
24 Procedure Section 664.6.
25

CLERK TO GIVE NOTICE.

DATED: September 29, 2022


YVETTE M. PALAZUELOS
JUDGE OF THE SUPERIOR COURT