

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

MAY 24 2024

BY: 
Ashley Cassel, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

DAVID PANIAGUA, individually and
on behalf of all others similarly situated,

Plaintiff,

vs.

WORTHINGTON INDUSTRIES, INC.;
STRUCTURAL COMPOSITES
INDUSTRIES LLC; and DOES 1
through 20, inclusive,

Defendants.

Case No. CIV-DS ²⁰⁰⁷²⁵⁸~~1933989~~

*Assigned for all purposes to:
Hon. Jessica Morgan
Dept. S-26*

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND ENTERING JUDGMENT**

Date: May 24, 2024
Time: 8:30 a.m.
Dept.: S-26

**[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

1 This matter came on for hearing on May 24, 2024 at 8:30 a.m., in Department S-26 of the
2 above-captioned Court on the unopposed Motion for Final Approval of Class Action Settlement
3 pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary Approval
4 filed January 25, 2024, and the Joint Stipulation of Settlement ("Settlement Agreement"), a copy
5 of which was filed in conjunction with the Plaintiff's Motion for Preliminary Approval of Class
6 Action Settlement.

7 Having received and considered the Settlement Agreement, the Addendum to Settlement
8 Agreement, the supporting papers filed by the Parties, and the evidence and argument received by
9 the Court in conjunction with the unopposed Motion for Preliminary Approval of Class Action
10 Settlement heard January 25, 2024, and the instant Motion for Final Approval, the Court grants
11 final approval of the Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING
12 DETERMINATIONS:

13 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to
14 each Settlement Class Member by first-class mail. These papers informed the Settlement Class
15 of the terms of the Settlement, their right to receive an Individual Settlement Payment, their right
16 (a) to comment on or object to the Settlement, (b) to request exclusion from the Settlement and
17 pursue their own remedies, and (c) of their right to appear in person or by counsel at the final
18 approval hearing and to be heard regarding approval of the Settlement. Adequate periods of time
19 were provided by each of these procedures. Only one of the 227 Class Members opted out of the
20 Class, and no member of the Class filed written objection to the proposed Settlement as part of
21 this notice process or stated an intention to appear at the final approval hearing. The one Class
22 member who opted out of the settlement has been identified as Christian Luna.

23 2. The Court finds and determines that this notice procedure afforded adequate
24 protections to Settlement Class Members and provides the basis for the Court to make an informed
25 decision regarding approval of the Settlement based on the responses of the Settlement Class.
26 The Court finds and determines that the notice provided in this case was the best notice
27 practicable, which satisfied the requirements of law and due process.
28

1 3. With respect to the Settlement Class and for purposes of approving this Settlement
2 only, this Court finds and concludes that: (a) the members of the Settlement Class are
3 ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions
4 of law or fact common to the Settlement Class, and there is a well-defined community of interest
5 among members of the Settlement Class with respect to the subject matter of the Action; (c) the
6 claims of Class Representative David Paniagua are typical of the claims of the members of the
7 Settlement Class; (d) the Class Representative has fairly and adequately protected the interests of
8 the members of the Settlement Class; (e) a class action is superior to other available methods for
9 an efficient adjudication of this controversy; and (f) the counsel of record for the Class
10 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in their
11 individual and representative capacities for the Class.

12 4. The Court has certified a Settlement Class, as that term is defined in and by the
13 terms of the Settlement Agreement as all current and former non-exempt employees employed
14 by Defendants Worthington Industries, Inc., and Structural Composites Industries, LLC
15 (collectively, the "Defendants") in California at any time during the Class Period of January 5,
16 2018 through March 15, 2021, and the Court deems this definition sufficient for purposes of
17 California Rule of Court 3.765(a).

18 5. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

19 6. The Court hereby confirms Plaintiff David Paniagua as the Class Representative
20 in this Action.

21 7. The Court finds and determines that the terms set forth in the Settlement
22 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement
23 according to its terms, having found that the Settlement was reached as a result of informed and
24 non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds
25 that the Parties conducted extensive investigation, research, and discovery and that their attorneys
26 were able to reasonably evaluate their respective positions. The Court also finds that the
27 Settlement will enable the Parties to avoid additional and potentially substantial litigation costs,
28 as well as delay and risks if the Parties were to continue to litigate the case. The Court has

1 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant
2 value accorded to the Class.

3 8. The Court further finds and determines that the terms of the Settlement are fair,
4 reasonable and adequate to the Settlement Class and to each Settlement Class Member and that
5 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement
6 should be and hereby are ordered to be consummated.

7 9. The Court hereby approves the Gross Settlement Amount of \$950,000.00.

8 10. The Court finds and determines that the Individual Settlement Payments to be paid
9 to participating Settlement Class Members as provided for by the Settlement are fair and
10 reasonable. The Court hereby gives final approval to and orders the payment of those amounts
11 be made to the participating Settlement Class Members in accordance with the Settlement
12 Agreement.

13 11. The Court finds and determines that payment to the California Labor and
14 Workforce Development Agency of \$15,000.00 as its share of the settlement of civil penalties in
15 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
16 that the payment of that amount be paid in accordance with the Settlement Agreement.

17 12. The Court finds and determines that the fees and expenses in administrating the
18 Settlement incurred by ILYM Group, Inc. in the amount of \$5,995.00, are fair and reasonable.
19 The Court hereby gives final approval to and orders that the payment of that amount in accordance
20 with the Settlement.

21 13. The Court finds and determines the Class Representative Enhancement Award
22 of up to \$10,000 for Plaintiff is fair and reasonable. The Court hereby orders the Administrator
23 to make this payment to the Plaintiff/Class Representative in accordance with the terms of the
24 Settlement Agreement.

25 14. Pursuant to the terms of the Settlement, and the authorities, evidence and
26 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
27 in the sum of \$316,666.67 and litigation costs of \$25,137.90. The Court finds such amounts to
28

1 be fair and reasonable. The Court hereby orders the Settlement Administrator to make these
2 payments in accordance with the terms of the Settlement Agreement.

3 15. Without affecting the finality of this order or the entry of judgment in any way,
4 the Court retains jurisdiction of all matters relating to the interpretation, administration,
5 implementation, effectuation, and enforcement of this order and the Settlement.

6 16. Neither Defendant nor any related persons or entities shall have any further
7 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,
8 except as provided for by the Settlement Agreement.

9 17. Neither the making of the Settlement Agreement nor the entry into the Settlement
10 Agreement constitutes an admission by Defendant, nor is this order a finding of the validity of
11 any claims in this case or of any other wrongdoing. Further, the Settlement Agreement is not a
12 concession, and shall not be used as an admission of any wrongdoing, fault, or omission of any
13 entity or persons; nor may any action taken to carry out the terms of the Settlement Agreement
14 be construed as an admission or concession by or against Defendant or any related person or
15 entity.

16 18. Nothing in this order shall preclude any action to enforce the Parties' obligations
17 under the Settlement or under this order, including the requirement that Defendants make
18 payment to the participating Settlement Class Members in accordance with the Settlement.

19 19. Upon completion of administration of the Settlement, the Settlement
20 Administrator will provide written certification of such completion to the Court and counsel for
21 the Parties which shall be filed with the Court five (5) court days before the non-appearance
22 compliance hearing set for ~~February 24, 2025 at 8:30 a.m.~~ for May 23, 2025 at 8:30 a.m.,
23 in Dept. S-26.

24 20. The Court hereby enters final judgment in accordance with the terms of the
25 Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement
26 filed on January 25, 2024, and this Order.

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21. The Parties will bear their own costs and attorneys' fees except as otherwise provided by this Court's Order awarding Class Counsel's Award for attorneys' fees and litigation costs.

DATED: 2/2/2024, 2024

Honorable Jessica Morgan
JUDGE OF THE SUPERIOR COURT