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FILED
Superior Court of California
County of Los Angeles
05/18/2022

Sherri R. Carter, Executive Officer / Clerk of Court
By: J. Alfaro Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – POMONA COURTHOUSE SOUTH

SAL ROJAS, on behalf of himself, all
similarly situated Class Members, and all
“aggrieved employees” pursuant to Labor
Code § 2698 et seq.,

Plaintiffs,

v.

THE PRECISION COIL SPRING
COMPANY, a California corporation, and
DOES 1 through 10, inclusive,

Defendants.

CASE NO: 20PSCV00430

Assigned to the Hon. Peter A. Hernandez, Dept. O

CLASS ACTION

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

DATE: May 18, 2022

TIME: 9:30 a.m.

DEPT.: O

Action Filed: July 2, 2020

Plaintiff’s Motion for an Order Granting Final Approval of Class Action Settlement came
before this Court on May 18, 2022. The above-captioned Action is a class action lawsuit brought
by Plaintiff Sal Rojas (“Plaintiff” or “Rojas”) against Defendant The Precision Coil Spring
Company (“Defendant”) (all together, the “Parties”). Plaintiff alleges, on behalf of a class of certain
of Defendant’s current and former employees, that Defendant failed to pay all wages, failed to
provide meal and rest periods or compensation in lieu thereof, failed to pay wages due timely upon

1 separation of employment, and failed to comply with itemized wage statement provisions.
2 Defendant denies any and all alleged wrongdoing and denies any liability to Plaintiff or to members
3 of the Class. Defendant contends that that it has complied at all times with California law, including
4 the California Labor Code, the Industrial Commission Wage Orders, and the California Business
5 and Professions Code.

6 On January 27, 2022, this Court entered an Order Granting Preliminary Approval of
7 Settlement, resulting in certification of the following provisional Settlement Class: All of
8 Defendant's non-exempt employees who worked in California during the Class Period (July 2,
9 2016 through January 27, 2022).

10 That Order further directed the Parties to provide Notice to the Class, which informed absent
11 class members of: (a) the proposed Settlement, and the Settlement's key terms; (b) the date, time
12 and location of the Final Approval Hearing; (c) the right of any Class Member to object to the
13 proposed Settlement, and an explanation of the procedures to exercise that right; (d) the right of
14 any Class Member to exclude themselves from the proposed Settlement, and an explanation of the
15 procedures to exercise that right; and (e) an explanation of the procedures for Class Members to
16 participate in the proposed settlement.

17 The Court, upon Notice having been given as required in the Preliminary Approval Order,
18 and having considered the Joint Stipulation of Class Action Settlement and Release Between
19 Plaintiff and Defendant (the "Settlement"), as well as all papers filed, hereby ORDERS,
20 ADJUDGES AND DECREES AS FOLLOWS:

21 1. This Court has jurisdiction over the subject matter of the Action and over all Parties
22 to the Action, including all members of the Settlement Class.

23 2. The Court finds that the Settlement Class is properly certified for settlement
24 purposes only.

25 3. The Notice provided to the Settlement Class conforms with the requirements of
26 California Code of Civil Procedure section 382, California Civil Code section 1781, California
27 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other
28

1 applicable law, and constitutes the best notice practicable under the circumstances, by providing
2 individual notice to all Class Members who could be identified through reasonable effort, and by
3 providing due and adequate notice of the proceedings and of the matters set forth therein to the
4 Class Members. The notice fully satisfied the requirements of due process.

5 4. The Court finds the settlement was entered into in good faith, that the settlement is
6 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
7 requirements for final approval of this class action settlement under California law, including the
8 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
9 3.769. The Court approves the Gross Settlement Amount of \$800,000.

10 5. Zero (0) Class Members have objected to the terms of the Settlement.

11 6. Zero (0) Class Members have requested exclusion from the Settlement.

12 7. Upon entry of this Order, compensation to the Class Members shall be affected
13 pursuant to the terms of the Settlement.

14 8. In addition to any recovery that Plaintiff may receive from the Net Settlement
15 Amount, and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court
16 hereby approves the payment of a Service Payment to Plaintiff Sal Rojas in the amount of Twelve
17 Thousand Dollars (\$12,000). This shall be paid from the Gross Settlement Amount.

18 9. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
19 Two Hundred Eighty Thousand Dollars (\$280,000), and the reimbursement of litigation expenses
20 in the sum of Seven Thousand Six Hundred Twenty-Six Dollars and Ten Cents (\$7,626.10). This
21 shall be paid from the Gross Settlement Amount.

22 10. The Court approves and orders payment in the amount of Six Thousand Dollars
23 (\$6,000) to ILYM Group, Inc. for performance of its settlement administration services. This shall
24 be paid from the Gross Settlement Amount.

25 11. The Court approves and orders payment in the amount of Sixty Thousand Dollars
26 (\$60,000) to the California Labor and Workforce Development Agency for its 75% share of PAGA
27 penalties. This shall be paid from the Gross Settlement Amount.
28

1 12. Upon the entry of this Order and Judgment, Plaintiff and all Class Members and
2 PAGA Aggrieved Employees shall be bound by the release of claims as set forth in the Settlement.

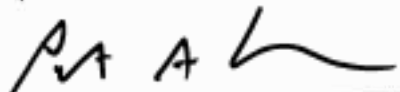
3 13. This "Judgment" is intended to be a final disposition of the above captioned action
4 in its entirety, and is intended to be immediately appealable.

5 14. This Court shall retain jurisdiction with respect to all matters related to the
6 administration and consummation of the Settlement, and any and all claims, asserted in, arising out
7 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to
8 the settlement and the determination of all controversies relating thereto.

9 **IT IS SO ORDERED.**

10 Dated: 05/18/2022



A handwritten signature in black ink, appearing to read "Peter A. Hernandez".

JUDGE OF THE SUPERIOR COURT
Peter A. Hernandez / Judge