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RECEIVED

LOS ANGELES SUPERIOR COURT

APR 02 2021

S. DREW

FILED

Superior Court of California
County of Los Angeles

MAY 26 2021

SHERRI R. CARTER/EXECUTIVE OFFICER/CLERK

BY MARIBEL MATOS Deputy

MARIBEL MATOS

Attorney for Plaintiff ROBERTO ROJAS, an individual and on behalf of all similarly situated employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES – CENTRAL DISTRICT

SPRING STREET COURTHOUSE

ROBERTO ROJAS, as an individual, and on
behalf of all similarly situated employees,

Plaintiff,

v.

APPLIED COMPOSITE STRUCTURES, INC., a Delaware corporation, f/k/a APPLIED COMPOSITE STRUCTURES, INC.; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 19STCV04652

CLASS ACTION

**[PROPOSED] JUDGMENT
FOLLOWING ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT,
AWARDING ATTORNEY'S FEES,
COSTS AND ENHANCEMENT
AWARD**

Assigned for All Purposes to:
Hon. Daniel J. Buckley, Dept. 1

Date: April 28, 2021
Time: 10:30 a.m.
Dept. 1

Complaint Filed: February 13, 2019
Trial Date: No Trial Date Set

[PROPOSED] JUDGMENT

Pursuant to the Order Granting Final Approval of Class Action Settlement, Awarding Attorney's Fees, Costs and Enhancement Award, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Parties' Joint Stipulation of Class Action Settlement and Release (the "Settlement Agreement") entered into by and between Plaintiff ROBERTO ROJAS ("Plaintiff") and Defendant APPLIED COMPOSITE STRUCTURES, INC. FORMERLY KNOWN AS ENCORE COMPOSITE STRUCTURES, INC. ("Defendant") (collectively referred to as "the Parties") shall be incorporated into this Judgment as though all terms therein are set forth in full. The capitalized terms in this Order shall have the same force and effect as the terms defined in the Settlement Agreement.

2. The Settlement Class consists of the following: (1) All current and former hourly paid or non-exempt hourly employees employed by Defendant in the State of California at any time from February 13, 2015 through the date the Court grants preliminary approval of the settlement (November 30, 2020) who are not a party to an arbitration agreement executed with Defendant; and (2) All current and former hourly paid or non-exempt hourly employees employed by Defendant in the State of California at any time from February 13, 2015 through the date the Court grants preliminary approval of the settlement (November 30, 2020) who signed an arbitration agreement executed with Defendant.

3. In exchange for the consideration set forth in this Settlement Agreement, each Settlement Class Member who does not validly opt-out, on behalf of themselves, and on behalf of all those who claim by and through them, including, but not limited to agents, representatives, predecessors, successors and assigns does hereby and forever release, acquit, and discharge, and covenant not to sue Defendant, as well as EnCore Composites Holdings, Inc., and each and all of their past, present, and future, whether direct or indirect, officers, directors, members, managers, employees, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers (collectively the "Released Parties" and each a "Released Party" or "Releasee") from liability for the following claims, which are being released for the time period February 13, 2015 through the date the Court grants preliminary approval of the settlement: All claims and causes of action alleged or that could have been alleged based on the facts and legal theories set forth in the Operative Complaint on file in this Action

1 against Defendant. These claims include but are not limited to: (1) failure to pay all wages, including
2 overtime wages and waiting time penalties; (2) failure to provide rest periods; (3) failure to provide meal
3 periods; (4) failure to timely pay all wages at separation; and (5) violations of the California Business
4 & Professions Code §§ 17200 et. seq.) (6) violations of the California Private Attorneys General Act,
5 California Labor Code §§ 2698 *et seq.*; and (7) any and all other claims under California common law,
6 the California Labor Code, California Wage Orders, and the California Business and Professions Code,
7 claims for restitution and other equitable relief, liquidated damages, civil penalties, statutory penalties,
8 punitive damages, waiting time penalties, interest, as well as all similar provisions under the federal Fair
9 Labor Standards Act, including 29 U.S.C. §§ 206, 207, and 216, and the National Labor Relations Act,
10 asserted in or that could have been asserted based on the facts set forth in the Operative Complaint
11 ("Released Claims"). This release is not effective until the date the Gross Settlement Amount is fully
12 funded. Released Claims shall expressly exclude all claims for vested benefits, wrongful termination,
13 unemployment insurance, disability, social security, workers' compensation and claims outside of the
14 Class Period.

15 4. The Class Representative and Defendant also provide a general release and CC 1542 waiver
16 against one another.

17 5. Notice to Class Members, including the mailing of the Class Notice set forth in the
18 Settlement Agreement, has been completed in conformity with the Preliminary Approval Order. The
19 Notice informed Class Members of the manner in which to request exclusion or to object to the
20 settlement and the deadlines for each, as well as the right to appear at the final approval hearing.
21 Adequate periods of time were provided for each of these procedures. As part of this notice process,
22 four (4) putative class member opted out of the Settlement Class, and zero (0) putative class members
23 objected to the settlement.

24 6. Judgment is entered pursuant to: (1) the terms of the Settlement Agreement; (2) the
25 November 30, 2020 Order granting preliminary approval of the Settlement; (3) the Ruling and Order
26 granting final approval of the Settlement and granting Class Counsel's request for attorney's fees, costs
27 and enhancement award for Plaintiff; and (4) this Order granting Judgment.

28 7. Neither this Judgment nor the Settlement Agreement shall constitute an admission by
Defendants of any liability or wrongdoing, nor is this Judgment a finding of the validity of any of the

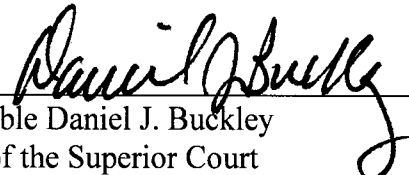
claims alleged in the lawsuit or a finding of liability or wrongdoing by Defendants.

8. Without affecting the validity of this Judgment in any way, the Court shall retain exclusive and continuing jurisdiction over the above-captioned parties, including all Class Members pursuant to California Rules of Court, Rule 3.769 for purposes of supervising, administering, implementing, enforcing, and interpreting the Settlement Agreement and the Final Approval Order.

9. The Court finds that the Settlement was made and entered into in good faith and constitutes a fair, reasonable and adequate compromise of the Released Claims against Defendants.

10. If this Judgment does not become Final in accordance with the terms of the Settlement Agreement, then the Order granting final approval of the Settlement and this Judgment shall be rendered null and void and shall be vacated and, in such event, all orders entered, including, but not limited to, the conditional certification for purposes of settlement only of a class of Class Members, and all releases delivered in connection herewith, shall be null and void.

DATED: May 26, 2021


Honorable Daniel J. Buckley
Judge of the Superior Court

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PROOF OF SERVICE

Code of Civ. Proc. § 1013a, subd. (3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

On **April 2, 2021**, I served true copies of the following document(s): **PROPOSED JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT, AWARDING ATTORNEYS' FEES, COSTS, AND ENHANCEMENT AWARD**. I served the document(s) on the person(s) below as follows:

Barbra Arnold, Esq. JEFFER MANGELS BUTLER & MITCHELL LLP 1900 Avenue of the Stars 7th Floor Los Angeles, CA 90067	Attorneys for Defendant APPLIED COMPOSITE STRUCTURES, INC. Telephone: (310) 203-8080 Facsimile: (310) 203-0567 Email: baa@jmbm.com
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The document(s) were served by the following means:

☒ **By electronic service:** Based on a court order, I caused the document(s) to be sent to the persons at the electronic service addresses listed above by transmission through CASE ANYWHERE.

☒ **(State):** I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on **April 2, 2021**, at Long Beach, California.



Nicole Pierson