

FILED
Superior Court of California
County of Los Angeles

JAN 06 2023
David W. Slevin
Sherri R. Carter, Executive Officer/Clerk of Court
By Dejane Wortham, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

ANTONIO GONZALEZ, individually) Case No.: 20STCV16450
and on behalf of all others)
similarly situated,)
)
Plaintiff,)
) JUDGMENT
vs.)
)
AUSTIN PANG GLOVES MFG.)
(U.S.A.) CORP.; and DOES 1)
through 20, inclusive,)
)
Defendants.)
)
)
)

The Court finds as follows:

A. The Court granted preliminary approval of the Amended Settlement Agreement ("Settlement Agreement") and certified a provisional settlement class on May 26, 2022.

1 B. The Court granted final approval of the Settlement
2 Agreement on December 20, 2022 and January 6, 2023, certified
3 the settlement class with no opt-outs, and found that the
4 Settlement Agreement was fair, adequate and reasonable.

5 C. The Court defined the following:

6 "Class": all hourly, non-exempt employees employed by
7 Defendant in California at any time during the Class Period.
8 (Settlement Agreement, ¶I.c)

9 "Class Period": April 30, 2016 through March 8, 2021.
10 (¶I.g) There are approximately 24 class members. (Salinas
11 Decl., ¶3.)

12 "PAGA Group Members": Class Members employed during the
13 PAGA Period of April 30, 2019 through March 8, 2021. (¶I.aa)

14 "PAGA Period": April 30, 2019 through March 8, 2021.
15 (Ibid.) There are 21 employees who qualify as PAGA Group
16 Members. (Salinas Decl., ¶3.)

17 IT IS ORDERED, ADJUDGED AND DECREED:

18 1. Plaintiff Antonio Gonzalez, individually and on behalf
19 of all others similarly situated, shall take from Defendant
20 Austin Pang Gloves Mfg. (U.S.A.) Corp., as set forth in the
21 Parties' Settlement Agreement and the Court's Approval Orders
22 entered December 20, 2022 and January 6, 2023.
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1 2. Defendants must pay Plaintiffs the Gross Settlement
2 Amount (GSA) of \$125,794.96.¹ The Net Settlement Amount is the
3 GSA minus the following:

4 a. \$41,931.65 in attorneys' fees to Class Counsel,
5 AEGIS Law Firm, PC;

6 b. \$8,945.90 in attorney costs to Class Counsel;

7 c. \$5,000 for an enhancement award to the class
8 representative, Antonio Gonzalez;

9 d. \$4,000 for claims administration costs to Phoenix
10 Class Action Administration Solutions;

11 e. \$6,000 (75% of \$8,000 PAGA penalty) payable to
12 the LWDA.
13

14 In addition to the GSA, Defendant must pay the employer
15 share of payroll taxes due.

16 3. Upon the date Defendant transfers the Gross Settlement
17 Amount, Named Plaintiff and Participating Class Members who do
18 not opt out of the Settlement, release the Released Parties from
19 all claims alleged or which could have been alleged based on the
20 facts alleged in the operative complaint, which arose during the
21 Class Period. ("Released Claims"). (§5.01)
22

23 ¹ The escalator clause of the Settlement Agreement had been triggered as the
24 number workweeks during the Class Period increased by approximately 0.64%
25 over the 20% escalator threshold; from the estimated 3,800 workweeks to 4,589
workweeks. (Salinas Decl., ¶5.) As a result of the increase in workweeks and
pursuant to Section 3.04 (e) of the Settlement Agreement, the Maximum
Settlement Amount was increased by \$794.96, from \$125,000.00 to \$125,794.96.
On or about June 27, 2022, Defendant agreed to pay the additional \$794.96,
because of the escalator clause being triggered. (Ibid.)

1 Upon the date of funding the GSA, the State of California
2 and PAGA Group Members release the Released Parties from all
3 claims exhausted in Plaintiff's notice(s) sent to the LWDA and
4 alleged in the operative complaint, which arose during the PAGA
5 Period, and all PAGA claims that could have been premised on the
6 facts alleged in the operative First Amended Complaint,
7 regardless of whether PAGA Group Members opt out of the Class
8 Settlement ("Released PAGA Claims"). Class Members who also
9 qualify as PAGA Group Members cannot opt out the PAGA portion of
10 this settlement, and shall release the Release PAGA Claims
11 against Release Parties, even if the employee requests exclusion
12 from the Class. (§5.02)

14 "Released Parties" means Defendant and its past, present
15 and/or future officers, directors, shareholders, employees,
16 agents, operators, principals, owners, heirs, representatives,
17 accountants, auditors, consultants, insurers and reinsurers,
18 successors and predecessors in interest, subsidiaries,
19 affiliates, members, divisions, fiduciaries, trustees, partners,
20 shareholders, investors, benefit plans, parents and attorneys,
21 if any. (§I. ff)

22 Named Plaintiff additionally provides a release of unknown
23 claims and a §1542 waiver. (§10)

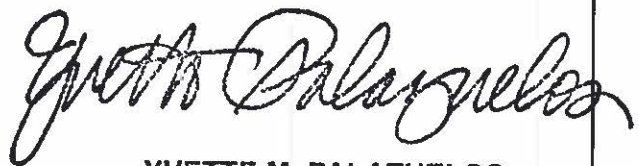
24 4. All uncashed settlement checks, plus interest, must be
25 delivered to the California State Controller's Unclaimed

1 Property Division in the name of the Class Member/Aggrieved
2 Employee who did not cash his or her check.

3 5. Pursuant to California Rules of Court, Rule 3.769(h),
4 the Court retains jurisdiction over the parties with respect to
5 enforcement of this Judgment under California Code of Civil
6 Procedure Section 664.6.

7 CLERK TO GIVE NOTICE.

8 DATED: January 6, 2023
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10 YVETTE M. PALAZUELOS
11 YVETTE M. PALAZUELOS
12 JUDGE OF THE SUPERIOR COURT
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SUPERIOR COURT OF CALIFORNIA COUNTY OF LOS ANGELES		Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012		FILED Superior Court of California County of Los Angeles 01/06/2023 David W. Slayton, Executive Officer / Clerk of Court By: <u> D. Wortham </u> Deputy
PLAINTIFF: Antonio Gonzalez		
DEFENDANT: Austin Pang Gloves MFG., (USA) Corp.		
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6		CASE NUMBER: 20STCV16450

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Minute Order and Judgment entered herein, on 01/06/2023, upon each party or counsel of record in the above entitled action, by electronically serving the document(s) on Counsel Alexander Davies at adavies@aegislawfirm.com on 01/06/2023 from my place of business, Spring Street Courthouse 312 North Spring Street, Los Angeles, CA 90012 in accordance with standard court practices.

David W. Slayton, Executive Officer / Clerk of Court

Dated: 01/06/2023

By: D. Wortham
Deputy Clerk