

1 Kevin Mahoney (SBN: 235367)
2 kmahoney@mahoney-law.net
3 John A. Young (SBN: 299809)
4 jyoung@mahoney-law.net
5 MAHONEY LAW GROUP, APC
249 East Ocean Boulevard, Suite 814
Long Beach, CA 90802
Tel: (562) 590-5550
Fax: (562) 590-8400

6 Attorneys for Plaintiff, RAFAEL MARQUEZ

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

APR 06 2022

DAVID H. YAMASAKI, Clerk of the Court

BY:  DEPUTY

7
8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF ORANGE**

11 RAFAEL MARQUEZ,

12 Plaintiff,

13 v.

14 HIXSON METAL FINISHING, a
15 California corporation, and DOES 1
16 through 50, inclusive,

17 Defendant.

Case No. 30-2020-01161559-CU-OE-CXC

**AMENDED [~~PROPOSED~~] ORDER
APPROVING PAGA SETTLEMENT AND
ENTERING FINAL JUDGMENT**

Assigned for all purposes to:
Hon. William Claster

Date: December 10, 2021
Time: 9:00 a.m.
Dept.: CX104

Complaint filed: September 22, 2020

1 On March 4, 2022, a hearing was held on the motion of Plaintiff Rafael Marquez's motion
2 for approval of a settlement agreement pursuant to California's Private Attorney General Act
3 ("PAGA") (the "Settlement") entered into between Plaintiff and Defendant Hixson Metal Finishing
4 ("Defendant"). The Court having considered all papers filed and proceedings herein and otherwise
5 being fully informed, and having made this Judgment which constitutes a final adjudication of this
6 matter on the merits, and good cause appearing:

7 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:**

8 1. All terms used for purposes of this Order and Judgment, not otherwise defined, shall
9 have the same meaning as given in the PAGA Settlement Agreement ("Settlement") executed
10 between the Parties on November 15, 2021.

11 2. Pursuant to the Labor Code Private Attorneys General Act ("PAGA"), Cal. Lab.
12 Code §§ 2699(1)(2), (1)(4), the Labor Workforce and Development Agency ("LWDA") has been
13 given notice of the Settlement. Pursuant to PAGA, Plaintiff submitted to the LWDA a notice of the
14 Settlement enclosing a copy of the Settlement. The Court finds and determines that Plaintiff's
15 notice of the Settlement complied with the statutory requirements of PAGA.

16 3. The Court confirms approval of the Settlement as to the following group of
17 individuals, collectively referred to as the "PAGA Settlement Group Members":

18 The one hundred sixty-two (162) current and former non-exempt
19 employees of Defendant in California who worked at any time during
20 the period from September 22, 2019 to June 23, 2021. The Covered
21 Period for the PAGA Release means the period from September 2019
22 through the date upon entry of an Order by the court approving the
23 Settlement.

24 4. This Court has jurisdiction over the subject matter of this litigation, over all PAGA
25 Settlement Group Members, and over those persons and entities undertaking affirmative
26 obligations under the Settlement.

27 5. The Court finds that the Settlement is, in all respects, fair, reasonable, and adequate.
28 Accordingly, the Court hereby finally and unconditionally approves the Settlement.

1 6. The Court approves the Notice to PAGA Settlement Group Members, Exhibit B to
2 the Settlement Agreement, which provides instructions for PAGA Settlement Group Members to
3 dispute and/or correct their Settlement Share before payments are made.

4 7. The Court finds that each PAGA Settlement Group Member, in accordance with the
5 Settlement, releases the following "Released Claims" against the Released Parties.

6 Any and all any and all claims based on the Private Attorneys General Act
7 (2004), as pleaded in Plaintiff's Complaint or that could have been pleaded
8 on the facts as alleged in the Complaint and Plaintiff's notice letter to
9 LWDA, arising during the Covered Period, including but not limited to
10 claims under Labor Code sections 201-204, 226, 226.7, 510, 512, 1174, 1194, 1197,
11 2802, 2698, 2699.3, and 2699.5, the Industrial Welfare Commission Wage Orders,
12 and any resulting claim for attorneys' fees and costs.

13 8. The Court finds that the Total Settlement Amount (\$311,070.00), Net Settlement
14 Amount, and the methodology used to calculate and pay each Settlement Share, in accordance with
15 the Settlement, are fair and reasonable.

16 9. The Court authorizes the Settlement Administrator to calculate and pay the
17 Settlement Shares, in accordance with the terms of the Settlement.

18 10. The Court awards the Settlement Administrator in this Action its fees and costs of
19 Four Thousand Dollars (\$4,000.00), in accordance with the terms of the Settlement Agreement.

20 11. The Court awards to Representative Plaintiff payment of not more than Five
21 Thousand Dollars (\$5,000.00) shall be paid to Plaintiff Rafael Marquez as a PAGA Representative
22 Enhancement award.

23 12. The Court awards to Plaintiff's Counsel in this Action its fees of ninety three
24 thousand three hundred twenty-one dollars (\$93,321.00) and actual costs of eight thousand three
25 hundred ninety dollars and (\$8,390.00).

26 13. The Court approves the allocations and payment of three hundred eleven thousand
27 seventy dollars (\$311,070.00) as for the compromise of claims brought under PAGA, to be paid in
28 accordance with the terms of the Settlement. Taking the above distributions into account, the Net
Settlement Amount is two hundred thousand three hundred fifty-nine dollars (\$200,359.00). Under
the terms of the Settlement, seventy-five percent (75%) of the Net Settlement Amount will be paid

1 to the State of California Labor Workforce Development Agency ("LWDA Payment"); the
2 remaining amount of the Net Settlement Amount shall be distributed to the PAGA Settlement
3 Group Members in accordance with the terms of the Settlement.

4 14. Checks for the Settlement Shares sent to PAGA Settlement Group Members shall
5 be valid for one hundred eighty (180) days after issuance. Funds remaining from any checks for
6 Settlement Shares uncashed after one hundred eighty (180) days will be disbursed to the California
7 State Controllers' Office Unclaimed Property Fund in the name of the individual PAGA Settlement
8 Group Member for his or her benefit.

9 15. The Court retains exclusive and continuing jurisdiction over this Action for purposes
10 of supervising, administering, implementing, interpreting, and enforcing this Order and Judgment,
11 as well as the Settlement.

12 16. Nothing in this Order and Judgment or the Settlement shall be construed as an
13 admission or concession by any party. The Settlement and this resulting Order and Judgment simply
14 represent a compromise of disputed allegations.

15 17. Plaintiff is directed to submit a copy of this order to the LWDA within ten (10) days
16 of the date of this Order.

17 18. The Settlement Administrator is to file a declaration no later than November 4, 2022
18 to confirm that the distribution of funds is complete. Upon receipt of the Settlement
19 Administrator's declaration, the Court will determine if further briefing or a hearing is necessary.
20

21 **IT IS SO ORDERED AND ADJUDGED.**

22
23 DATED: 4-6-22



Hon. William Claster
Orange Superior Court Judge

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

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 **March 25, 2022**, I served [x] true copies [] originals of the following document(s):
AMENDED [PROPOSED] ORDER APPROVING PAGA SETTLEMENT AND ENTERING FINAL JUDGMENT. I served the document(s) on the person(s) below as follows:

Michael A. Hood, Esq. JACKSON LEWIS, P.C. 200 Spectrum Center Drive Suite 500 Irvine, California 92618	Attorneys for Defendants HIXSON METAL FINISHING Telephone: (949) 885-1360 Facsimile: (949) 885-1380 Emails: michael.hood@jacksonlewis.com
---	--

The document(s) were served by the following means:

☒ **By e-mail:** Based upon the General Order due to COVID-19 or an agreement of the parties to accept service by e-mail, I caused the document(s) to be sent to the persons at the electronic service addresses listed above from the email address npierson@mahoney-law.net. Within a reasonable time after the transmission, no error, electronic message or any other indication that the transmission was unsuccessful was received.

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

Executed on **March 25, 2022**, at Long Beach, California.



Nicole Pierson