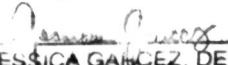


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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

NOV - 1 2023

BY 
JESSICA GARCEZ, DEPUTY

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN BERNARDINO**

10 **DAVID WALKER**, an individual, on behalf of
11 himself and all others similarly situated,

12 Plaintiffs,

13 vs.

14 **HOWMET AEROSPACE, INC.**, a Delaware
15 corporation; **SCHLOSSER FORGE**
16 **COMPANY**, a Delaware corporation; and
DOES 1-50,

17 Defendants.

Case No.: CIVDS2022311

[Assigned for all purposes to Hon. Joseph
T. Ortiz, Dept. S17-SBJC]

CLASS ACTION

**[PROPOSED] REVISED FINAL
ORDER APPROVING CLASS ACTION
AND PAGA SETTLEMENT AND
RELEASE; AND JUDGMENT**

Date November 1, 2023

Time: 1:30 p.m.

Dept. S17-SBJC

1 The above-referenced class action ("Action") having come before the Court on November
2 1, 2023, for a hearing and Final Order Approving Class Action and PAGA Settlement and
3 Release and Judgment ("Final Order"), consistent with the Court's Preliminary Approval Order
4 ("Preliminary Approval Order"), filed and entered June 28, 2023, and as set forth in the Class
5 Action and PAGA Settlement Agreement and Class Notice, and the Exhibits attached thereto
6 (hereafter collectively, the "Settlement Agreement") in the Action, and due and adequate notice
7 having been given to all Class Members, and Aggrieved Employees, as required in the
8 Preliminary Approval Order, and the Court having considered all papers filed and proceedings
9 had herein and otherwise being fully informed and good cause appearing therefore,

10 **THE COURT HEREBY ORDERS AS FOLLOWS:**

11 1. For purposes of this Final Order, the Court incorporates by reference the
12 definitions in the Settlement Agreement, and all defined terms herein shall have the same
13 meaning as set forth in the Settlement Agreement.

14 Consistent with the definitions in the Settlement Agreement, the term "Class" is defined
15 as all California non-exempt employees employed by Defendants during the Class Period.

16 "Class Period" means the period from June 7, 2017 through May 31, 2022. The release
17 period for claims for failure to reimburse business expenses pursuant to Labor Code § 2802 shall
18 be from June 7, 2017 through May 31, 2022 ("Class Reimbursement Release Period"). The
19 release period for other Release Claims for or related to alleged unpaid overtime and minimum
20 wages, failure to timely pay wages at separation, failure to provide meal and rest breaks and/or
21 premiums, failure to provide accurate wage statements, unfair competition, unfair business
22 practices, unlawful business practices, and fraudulent business practices shall be from March 6,
23 2021 through May 31, 2022 ("Class Non-reimbursement Release Period").

24 "Aggrieved Employees" are all current and former non-exempt, hourly paid employees of
25 Defendants employed in California at any time during the PAGA Period.

26 "PAGA Period" means the period from June 7, 2020 through May 31, 2022. For purposes
27 of the Settlement and this Final Order, "Released Parties" shall mean Defendants and Alcoa
28 Corporation, and both their respective current and former parents, subsidiaries, affiliates,

1 predecessors, or successors in interest, and the officers, directors, shareholders, employees,
2 attorneys, agents, assigns, insurers, re-insurers, of any of them.

3 2. This Court has jurisdiction over the subject matter of this Action and over all
4 Parties to this Action, including all Settlement Class Members.

5 3. Distribution of the Notice directed to the Settlement Class Members as set forth
6 in the Settlement Agreement and the other matters set forth therein has been completed in
7 conformity with the Preliminary Approval Order, including individual notice to all Settlement
8 Class Members who could be identified through reasonable effort, and the best notice
9 practicable under the circumstances. The Notice provided due and adequate notice of the
10 proceedings and of the matters set forth therein, including the proposed Settlement set forth in
11 the Settlement Agreement, to all persons entitled to such Notice, and the Notice fully satisfied
12 the requirements of due process. All Participating Class Members, Aggrieved Employees,
13 Released Class Claims and Released PAGA Claims are covered by and included within the
14 Settlement and this Final Order.

15 4. The Court hereby finds the Settlement was entered into in good faith pursuant to
16 and within the meaning of California Code of Civil Procedure section 877.6. The Court further
17 finds that the Settlement is fair, adequate, and reasonable and that Plaintiff has satisfied the
18 standards and applicable requirements for final approval of this Class Action and PAGA
19 Settlement under California law, including the provisions of California Code of Civil Procedure
20 section 382 and Federal Rule of Civil Procedure 23, approved for use by the California state
21 courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

22 5. The Court hereby approves the Settlement set forth in the Settlement Agreement,
23 and finds that the Settlement, including the non-reversionary Gross Settlement Amount (which
24 is \$395,000 is, in all respects, fair, adequate and reasonable, and directs the Parties to effectuate
25 the Settlement according to its terms. The Court finds that the Settlement has been reached as a
26 result of intensive, serious and non-collusive arms-length negotiations. The Court further finds
27 that the Parties have conducted extensive investigation and research, and counsel for the Parties
28 are able to reasonably evaluate their respective positions. The Court also finds that Settlement

1 at this time will avoid additional substantial costs, as well as avoid the delay and risks that
2 would be presented by the further prosecution of the Action. The Court has reviewed the
3 benefits that are being granted as part of the Settlement and recognizes the significant value to
4 the Settlement Class Members. The Court also finds that the Class is properly certified as a
5 class for settlement purposes only.

6 6. As of the date of entry of this Final Order, each and every Released Class Claim
7 (as defined in the Settlement Agreement and set forth below) of each and every Participating
8 Settlement Class Member and the Released PAGA Claims of each and every Aggrieved
9 Employee is and shall be deemed to be conclusively released as against the Released Parties. As
10 of the date of this Final Order, the Class Representative, and each and every Settlement Class
11 Member who has not submitted a valid request for exclusion ("Participating Settlement Class
12 Member(s)") shall be deemed to fully forever, irrevocably and unconditionally release, and
13 discharge Defendants and the Released Parties from all claims pleaded in the Operative
14 Complaint in the Action and which reasonably could have been alleged under the same or
15 similar facts, allegations and/or claims pleaded in the Action, against the Released Parties, for
16 work performed during the Class Period and as forth in Paragraphs 5.2-5.2.4 of the Settlement
17 Agreement. In addition, all Aggrieved Employees shall be deemed to fully and forever,
18 irrevocably and unconditionally release, and discharge the Released Parties from any and all
19 claims that were alleged in the Operative Complaint or that reasonably could have been alleged
20 in the Operative Complaint based on or arising from the same or similar facts, allegations
21 and/or claims pleaded or asserted in the Operative Complaint or PAGA Notice at any time
22 during the PAGA Period and as set forth in Paragraph 5.3 of the Settlement Agreement.

23 7. Neither the Settlement nor any of the terms set forth in the Settlement
24 Agreement is an admission by Defendants, or any of the other Released Parties, nor is this Final
25 Order a finding of the validity of any claims in the Action or of any wrongdoing by Defendants,
26 or any of the other Released Parties. Neither this Final Order, the Settlement Agreement, nor
27 any document referred to herein, nor any action taken to carry out the Settlement Agreement is,
28 may be construed as, or may be used as, an admission by or against Defendants, or any of the

1 other Released Parties, of any fault, wrongdoing or liability whatsoever. The entering into or
2 carrying out of the Settlement Agreement, and any negotiations or proceedings related thereto,
3 shall not in any event be construed as, or deemed to be evidence of, an admission or concession
4 with regard to the denials or defenses by Defendants, or any of the other Released Parties, and
5 shall not be offered in evidence in any action or proceeding in any court, administrative agency
6 or other tribunal for any purpose whatsoever other than to enforce the provisions of this Final
7 Order, the Settlement Agreement, the Released Class Claims and Released PAGA Claims, or
8 any related agreement or release. Notwithstanding these restrictions, any of the Released
9 Parties may file in the Action, or submit in any other proceeding, the Final Order, the
10 Settlement Agreement, and any other papers and records on file in the Action as evidence of the
11 Settlement to support a defense of *res judicata*, *collateral estoppel*, release, or other theory of
12 claim or issue preclusion or similar defense as to the Released Class Claims and Released
13 PAGA Claims.

14 8. The Court hereby enters judgment in the entire Action as of the filing date of this
15 Final Order, pursuant to the terms set forth in the Settlement Agreement. Without affecting the
16 finality of this Final Order in any way, the Court hereby retains continuing jurisdiction over the
17 interpretation, implementation and enforcement of the Settlement and all orders entered in
18 connection therewith pursuant to California Code of Civil Procedure section 664.6.

19 9. The Court finds the settlement payments provided for under the Settlement to be
20 fair and reasonable in light of all of the circumstances. The Court orders the calculations and the
21 payments to be made and administered in accordance with the terms of the Settlement
22 Agreement.

23 10. The Court hereby confirms Jeremy F. Bollinger, Dennis F. Moss, Ari E. Moss
24 and Jorge A. Flores of Moss Bollinger LLP as Class Counsel in the Action.

25 11. 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 in
27 the amount of \$131,666.66, and attorneys' costs in the amount of \$12,706.45 from the Gross
28 Settlement Amount as final payment for and complete satisfaction of any and all attorneys' fees

1 and costs incurred by and/or owed to Class Counsel and any other person or entity related to the
2 Action. The Court further orders that the award of attorneys' fees and costs set forth in this
3 Paragraph shall be administered pursuant to the terms of the Settlement Agreement and
4 transferred and/or made payable to Class Counsel in the Action.

5 12. The Court also hereby approves and orders a service award to Plaintiff and Class
6 Representative David Walker in the amount of \$10,000.00 from the Gross Settlement Amount.

7 13. The Court also hereby approves and orders payment in the amount of \$6,000.00
8 from the Gross Settlement Amount for 75% of the PAGA penalties, payable to the California
9 Labor Workforce Development Agency ("LWDA"). The Court finds and determines that the
10 parties have satisfied the requirements of Section 2699(l)(2) of PAGA, by submitting the
11 Settlement Agreement to the LWDA.

12 14. The Court also hereby approves and orders payment from the Gross Settlement
13 Amount for actual Administration Costs incurred by the Settlement Administrator, Phoenix
14 Settlement Administrators, in the amount of \$22,995.00.

15 15. The Court also hereby approves and orders that any monies remaining in the
16 distribution account shall be distributed to the Red Cross of Los Angeles pursuant to the
17 California Code of Civil Procedure Section 384.

18 16. The Court also hereby finds and orders that the Settlement Agreement is and
19 constitutes a fair, adequate, and reasonable compromise of the Released Class Claims and
20 Released PAGA Claims against Defendants and the Released Parties.

21 17. Provided the Settlement becomes effective under the terms of the Settlement
22 Agreement, the Court also hereby orders that Defendants will pay the Gross Settlement Amount
23 to the Settlement Administrator within thirty (30) calendar days of the Effective Date defined in
24 the Settlement Agreement, and that the Settlement Administrator will mail the Court-approved
25 Individual Settlement Payments to Participating Class Members, Individual PAGA Payments to
26 Aggrieved Employees, and the LWDA PAGA Payment within fifteen (15) calendar days after
27 such payment is received by the Settlement Administrator. Within twenty (20) calendar days of
28

1 Defendants' funding of the Settlement, the Settlement Administrator will mail all Court-
2 approved payments to Class Counsel and the Class Representative Service Payment to Plaintiff.

3 18. The Court also hereby finds that there were no objections to the Settlement
4 raised by any person on the record at the hearing on the Final Order.

5 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

6
7 Dated: 11/1/23

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9 _____
10 HON. JOSEPH T. ORTIZ, JUDGE OF THE
11 SUPERIOR COURT, COUNTY OF SAN
12 BERNARDINO
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

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: 15300 Ventura Blvd, Suite 207, Sherman Oaks, CA 91403. On November 1, 2023, I served the foregoing document(s) described as:

[PROPOSED] REVISED FINAL ORDER APPROVING CLASS ACTION AND PAGA SETTLEMENT AND RELEASE; AND JUDGMENT

on the interested party(ies) below, using the following means:

Gene Ryu

Carter L. Norfleet

K&L Gates LLP

10100 Santa Monica Blvd., 8th Floor

Los Angeles, CA 90067

Email: gene.ryu@klgates.com; carter.norfleet@klgates.com

Attorneys for Defendants Howmet Aerospace, Inc., Schlosser Forge Company, Arconic Global Fasteners & Rings, Inc., Alcoa Global Fasteners, Inc., Arconic, Inc., Alcoa, Inc., Arconic Corporation, Alcoa Corporation, Howmet Global Fastening Systems Inc., Huck International Inc., Valley-Todeco, Inc., New Century Metals Southeast, Inc., Forged Metals, Inc., and Republic Fastener Mfg. Corp.

☐ BY UNITED STATES MAIL I enclosed the documents in a sealed envelope or package addressed to the respective address(es) of the party(ies) stated above and placed the envelope(s) for collection and mailing, following our ordinary business practices. I am readily familiar with the firm's practice of collection and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service, in a sealed envelope with postage fully prepaid at Los Angeles, California.

☒ BY ELECTRONIC TRANSMISSION Based on a court order or an agreement of the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent to the respective e-mail address(es) of the party(ies) as stated above. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

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

Executed on November 1, 2023 at Los Angeles, California.



Jeremy F. Bollinger

[Print Name of Person Executing Proof]

[Signature]