

COPY

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
HUGO TRONCOSO

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
HUGO TRONCOSO

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

HUGO TRONCOSO, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

ARANDA TOOLING, INC., a California
corporation; and DOES 1 through 100,

Defendants.

Case No.: CIVDS2014042

*[Assigned for all purposes to the Hon. Jessica L.
Morgan, Dept. S-26]*

[PROPOSED] AMENDED FINAL JUDGMENT

Action Filed: July 9, 2020

Trial Date: None

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

AUG 27 2024

BY *Victoria Sanchez*
VICTORIA SANCHEZ, DEPUTY

1 Pursuant to California Rule of Court 3.769, this Court's November 17, 2021 Order
2 Granting Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), this
3 Court's March 18, 2022 Order Granting Final Approval and Final Judgment, and the Court's
4 May 20, 2024 Order re Excluded Class Members, and having considered the parties' Stipulation
5 of Settlement, ("Settlement")¹ and the documents and evidence presented in support thereof, and
6 the submissions of counsel, the Court hereby ORDERS and enters this AMENDED
7 JUDGMENT as follows:

8 1. An Amended Final judgment ("Judgment") in this matter is hereby entered in
9 conformity with the Settlement, the Preliminary Approval Order, and this Court's Order Granting
10 Final Approval of Class Action Settlement. The Settlement Class is defined as:

11 All current and former non-exempt, hourly employees of Defendant Aranda
12 Tooling, Inc. who worked in California at any time between April 6, 2016
13 and November 17, 2021.

14 2. Plaintiff Hugo Troncoso is hereby confirmed as Class Representative, and Scott
15 M. Lidman and Milan Moore of Lidman Law, APC and Paul K. Haines of Haines Law Group,
16 APC are hereby confirmed as Class Counsel.

17 3. Notice was provided to the Settlement Class as set forth in the Settlement. The
18 form and manner of notice were approved by the Court on November 17, 2021, and the notice
19 process was completed in conformity with the Court's Order. The Court finds that said notice
20 was the best notice practicable under the circumstances. The Class Notice provided due and
21 adequate notice of the proceedings and matters set forth therein, informed Settlement Class
22 members of their rights, and fully satisfied the requirements of California Code of Civil
23 Procedure § 1781(e), California Rule of Court 3.769, and due process.

24 4. Additionally, notice was provided to the nine (9) additional class members who
25 were inadvertently excluded from the original Settlement Class as set forth in the Settlement,
26 and excluded from the initial mailing. The form and manner of notice were approved by the

27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that
28 assigned to them in the Settlement.

1 Court on May 20, 2024, and the notice process was completed in conformity with the Court's
2 Order. The Court finds that said notice was the best notice practicable under the circumstances.
3 The Notice Regarding Class Action Settlement provided due and adequate notice of the
4 proceedings and matters set forth therein, informed Settlement Class members of their rights,
5 and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California
6 Rule of Court 3.769, and due process.

7 5. The Court finds that no Settlement Class member objected to the Settlement, that
8 one (1) Settlement Class Member has opted out of the Settlement, and that the 99.77%
9 participation rate in the Settlement supports final approval. The name of the valid opt-out is
10 Minor Ralon.

11 6. The Court hereby approves the settlement as set forth in the Settlement
12 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
13 Agreement according to its terms, including the terms related to the nine (9) previously excluded
14 Settlement Class Members approved by the Court on May 20, 2024.

15 7. For purposes of settlement only, the Court finds that (a) the members of the
16 Settlement Class are ascertainable and so numerous that joinder of all members individually is
17 impracticable; (b) there are questions of law or fact common to the Settlement Class, and there
18 is a well-defined community of interest among members of the Settlement Class with respect to
19 the subject matter of the litigation; (c) the claims of the Class Representative are typical of the
20 claims of the members of the Settlement Class; (d) the Class Representative has fairly and
21 adequately protected the interests of the Settlement Class members; (e) a class action is superior
22 to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel
23 are qualified to serve as counsel for the Class Representative and the Settlement Class.

24 8. Defendant Aranda Tooling, Inc. already deposited the original Gross Settlement
25 Amount of Five Hundred Forty Thousand Dollars and Zero Cents (\$540,000.00) with Phoenix
26 Settlement Administrators ("Phoenix"), the Settlement Administrator as provided for in the
27 Settlement, as follows: i) Phoenix has confirmed in a declaration that first payment of
28

1 \$180,000.00 was deposited with Phoenix on December 2, 2021, ii) \$360,000.00 was deposited
2 by Defendant Aranda Tooling, Inc. in eight (8) equal quarterly installments of \$45,000.00, with
3 the first quarterly installment due within ninety (90) calendar days of Defendant's first payment
4 of \$180,000.00, and each of the remaining seven (7) quarterly installments due within ninety
5 (90) calendar days of the prior installment payment made by Defendant. Defendant fully funded
6 all of those payments. The Settlement Administrator held all portions of the Gross Settlement
7 Amount for the benefit of the Settlement Class and distributed the funds on November 28, 2023
8 after the original Gross Settlement Amount and employer-side taxes were fully funded.

9 9. On July 16, 2024, Defendant Aranda Tooling, Inc. deposited an additional
10 amount of Eight Thousand Eight Hundred Ten and Ten Cents (\$8,810.10) with Phoenix as
11 provided for in the Court's May 20, 2024 Order, to cover the settlement payments for the nine
12 (9) individuals who were excluded from the original notice mailing (\$7,987.68), the additional
13 employer-side taxes (\$270.15) as well as the additional amounts owed to Phoenix (\$1,452.27).
14 The Settlement Administrator held all portions of the Gross Settlement Amount for the benefit
15 of the nine (9) individuals who were excluded from the original notice mailing and distributed
16 the funds on July 25, 2024.

17 10. The Court finds that the settlement payments, as provided for in the Settlement,
18 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
19 individual payments in conformity with the terms of the Settlement.

20 11. The Court finds that a service award in the amount of \$5,000.00 for Plaintiff Hugo
21 Troncoso is appropriate for his risks undertaken and service to the Settlement Class. The Court
22 finds that this award is fair, reasonable, and adequate, and orders that the Settlement
23 Administrator make this payment in conformity with the terms of the Settlement.

24 12. The Court finds that attorneys' fees in the amount of \$180,000.00 and litigation
25 costs of \$31,976.85 for Class Counsel, are fair, reasonable, and adequate. The Settlement
26 Administrator already, and orders that the Settlement Administrator distribute these payments to
27 Class Counsel in conformity with the terms of the Settlement.

1 13. The Court orders that the Settlement Administrator shall be paid \$11,952.27 from
2 the Gross Settlement Amount for all of its work done and to be done until the completion of this
3 matter, and finds that sum appropriate.

4 14. The Court finds that the payment to the California Labor & Workforce
5 Development Agency ("LWDA") in the amount of \$22,500.00 for its share of the settlement of
6 Plaintiff's representative action under the California Labor Code Private Attorneys General Act
7 ("PAGA") is fair, reasonable, and adequate, and confirms that the Settlement Administrator
8 already distributed this payment to the LWDA in conformity with the terms of the Settlement.

9 15. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for
10 the portion of the Net Settlement Amount allocated to wages shall be paid by Aranda Tooling,
11 Inc. separately from, and in addition to, the Gross Settlement Amount.

12 16. The Court finds and determines that upon satisfaction of all obligations under the
13 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, except
14 Minor Ralon who submitted a timely request for exclusion, will have released the Released
15 Claims as set forth in the Settlement, and will be permanently barred from prosecuting against
16 Defendants any of the Released Claims pursuant to the Settlement.

17 17. Upon satisfaction of all obligations under the Settlement and the Final Approval
18 Order, by virtue of this Judgment, Plaintiff, PAGA Allegedly Aggrieved Employees, and every
19 member of the Settlement Class (except Minor Ralon who validly requested exclusion) will fully
20 and forever completely release and discharge Defendant, and all of its past and present officers,
21 directors, shareholders, managers, employees, agents, principals, heirs, representatives,
22 accountants, auditors, consultants, and its respective successors and predecessors in interest,
23 subsidiaries, affiliates, parents and attorneys, (collectively the "Released Parties"), from all
24 claims, rights, demands, liabilities, penalties, interest, damages, losses, and causes of action,
25 arising from or related to the claims pled, or could reasonably have been pled based on the factual
26 allegations, in any of the Complaints in the Action that arose during the Class Period including,
27 in particular: (a) failure to pay all minimum wages owed; (b) failure to pay overtime wages owed;

1 (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure
2 to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure
3 to issue accurate, itemized wage statements; and (f) all claims for unfair business practices that
4 could have been premised on the facts, claims, causes of action or legal theories described above.

5 18. Unless otherwise provided herein, the time period for the release of the Released
6 Claims shall be the same time period as the Class Period.

7 19. PAGA Allegedly Aggrieved Employees (which is defined as All current and
8 former non-exempt, hourly, employees of Defendant Aranda Tooling, Inc. who worked in
9 California at any time between April 6, 2019 and November 17, 2021), including Plaintiff, will
10 release and forever discharge all claims, rights, demands, liabilities, penalties, and causes of
11 action, under the California Labor Code Private Attorneys General Act of 2004 against the
12 Released Parties as alleged in the operative complaint, in particular PAGA penalties based on
13 the following underlying Labor Code violations: the (a) failure to pay all minimum wages owed;
14 (b) failure to pay overtime wages owed; (c) failure to provide meal periods, or premium pay for
15 non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for
16 non-compliant rest periods; (e) failure to issue accurate, itemized wage statements; and (f) failure
17 to maintain accurate records that occurred during the PAGA Period (collectively, "PAGA
18 Released Claim"). The time period for the release of the PAGA Released Claim shall be the
19 same time period as the PAGA Period.

20 20. In light of the Class Representative Service Award, Plaintiff agrees to release, in
21 addition to the Released Claims described above, all claims, whether known or unknown, under
22 federal law or state law against the Released Parties for the time period through the date Plaintiff
23 signed the Agreement. Notwithstanding the foregoing, Plaintiff understands that this release
24 includes unknown claims, which includes waiving all rights and benefits afforded by Section
25 1542 of the California Civil Code, which provides:

26 **A general release does not extend to claims which the creditor or**
27 **releasing party does not know or suspect to exist in his or her favor at**
28

1 the time of executing the release and that, if known by him or her,
2 would have materially affected his or her settlement with the debtor or
3 released party.

4 21. The releases identified herein shall be effective on the date that the Gross
5 Settlement Amount is fully funded.

6 22. This document shall constitute a final judgment pursuant to California Rule of
7 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
8 approval hearing, the court must make and enter judgment. The judgment must include a
9 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
10 judgment. The court may not enter an order dismissing the action at the same time as, or after,
11 entry of judgment."

12 23. The Court will retain jurisdiction to enforce the Settlement, the Final Approval
13 Order, and this Judgment.

14 **JUDGMENT IS SO ENTERED.**

15
16 Dated: 8/27, 2024

Christian Towns

Honorable ~~Jessica L. Morgan~~
Judge of the Superior Court