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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. David Cohn,
Dept. S-26]*

[PROPOSED] FINAL JUDGMENT

[Filed concurrently with:

- *Notice of Motion and Motion for Final Approval of Class Action Settlement, Class Representative's Service Award, and Attorneys' Fees and Costs; MPA in Support Thereof*
- *Compendium of Declarations Filed Concurrently with Plaintiff's Motion for Final Approval of Class Action Settlement*
- *[Proposed] Order Granting Final Approval of Class Action Settlement, Class Representative's Service Award, and Attorneys' Fees and Costs*
- *Proof of Service]*

Date: March 14, 2022

Time: 10:00 a.m.

Dept.: S-26

Action Filed: July 9, 2020

Trial Date: None

1 This matter came on regularly for hearing before this Court on March 14, 2022, pursuant
2 to California Rule of Court 3.769 and this Court's November 17, 2021 Order Granting
3 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having
4 considered the parties' Stipulation of Settlement, ("Settlement")¹ and the documents and
5 evidence presented in support thereof, and the submissions of counsel, the Court hereby
6 ORDERS and enters JUDGMENT as follows:

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

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

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

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

23 4. The Court finds that no Settlement Class member objected to the Settlement, that
24 one (1) Settlement Class Member has opted out of the Settlement, and that the 99.76%
25 participation rate in the Settlement supports final approval. The name of the valid opt-out is
26 Minor Ralon.

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 5. The Court hereby approves the settlement as set forth in the Settlement
2 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
3 Agreement according to its terms.

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

13 7. The Court orders that Defendant Aranda Tooling, Inc. deposit the Gross
14 Settlement Amount of Five Hundred Forty Thousand Dollars and Zero Cents (\$540,000.00) with
15 Phoenix Settlement Administrators (“Phoenix”), the Settlement Administrator as provided for in
16 the Settlement, as follows: i) Phoenix has confirmed in a declaration that first payment of
17 \$180,000.00 was deposited with Phoenix on December 2, 2021, ii) the balance of \$360,000.00
18 shall be payable by Defendant Aranda Tooling, Inc. in eight (8) equal quarterly installments of
19 \$45,000.00, with the first quarterly installment due within ninety (90) calendar days of
20 Defendant’s first payment of \$180,000.00, and each of the remaining seven (7) quarterly
21 installments due within ninety (90) calendar days of the prior installment payment made by
22 Defendant. The Settlement Administrator shall hold all portions of the Gross Settlement Amount
23 for the benefit of the Settlement Class until the time for disbursement after the Gross Settlement
24 Amount has been fully funded. After the Gross Settlement Amount is fully funded, Phoenix
25 shall disburse the Gross Settlement Amount pursuant to the terms of this Order and the terms of
26 the Settlement.

1 8. The Court finds that the settlement payments, as provided for in the Settlement,
2 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
3 individual payments in conformity with the terms of the Settlement.

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

8 10. The Court finds that attorneys' fees in the amount of \$180,000.00 and litigation
9 costs of \$31,976.85 for Class Counsel, are fair, reasonable, and adequate, and orders that the
10 Settlement Administrator distribute these payments to Class Counsel in conformity with the
11 terms of the Settlement.

12 11. The Court orders that the Settlement Administrator shall be paid \$10,500.00 from
13 the Gross Settlement Amount for all of its work done and to be done until the completion of this
14 matter, and finds that sum appropriate.

15 12. The Court finds that the payment to the California Labor & Workforce
16 Development Agency ("LWDA") in the amount of \$22,500.00 for its share of the settlement of
17 Plaintiff's representative action under the California Labor Code Private Attorneys General Act
18 ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
19 this payment to the LWDA in conformity with the terms of the Settlement.

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

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

1 15. Upon satisfaction of all obligations under the Settlement and the Final Approval
2 Order, by virtue of this Judgment, Plaintiff, PAGA Allegedly Aggrieved Employees, and every
3 member of the Settlement Class (except Minor Ralon who validly requested exclusion) will fully
4 and forever completely release and discharge Defendant, and all of its past and present officers,
5 directors, shareholders, managers, employees, agents, principals, heirs, representatives,
6 accountants, auditors, consultants, and its respective successors and predecessors in interest,
7 subsidiaries, affiliates, parents and attorneys, (collectively the “Released Parties”), from all
8 claims, rights, demands, liabilities, penalties, interest, damages, losses, and causes of action,
9 arising from or related to the claims pled, or could reasonably have been pled based on the factual
10 allegations, in any of the Complaints in the Action that arose during the Class Period including,
11 in particular: (a) failure to pay all minimum wages owed; (b) failure to pay overtime wages owed;
12 (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure
13 to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure
14 to issue accurate, itemized wage statements; and (f) all claims for unfair business practices that
15 could have been premised on the facts, claims, causes of action or legal theories described above.

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

18 17. PAGA Allegedly Aggrieved Employees (which is defined as All current and
19 former non-exempt, hourly, employees of Defendant Aranda Tooling, Inc. who worked in
20 California at any time between April 6, 2019 and November 17, 2021), including Plaintiff, will
21 release and forever discharge all claims, rights, demands, liabilities, penalties, and causes of
22 action, under the California Labor Code Private Attorneys General Act of 2004 against the
23 Released Parties as alleged in the operative complaint, in particular PAGA penalties based on
24 the following underlying Labor Code violations: the (a) failure to pay all minimum wages owed;
25 (b) failure to pay overtime wages owed; (c) failure to provide meal periods, or premium pay for
26 non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for
27 non-compliant rest periods; (e) failure to issue accurate, itemized wage statements; and (f) failure
28

1 to maintain accurate records that occurred during the PAGA Period (collectively, “PAGA
2 Released Claim”). The time period for the release of the PAGA Released Claim shall be the
3 same time period as the PAGA Period.

4 18. In light of the Class Representative Service Award, Plaintiff agrees to release, in
5 addition to the Released Claims described above, all claims, whether known or unknown, under
6 federal law or state law against the Released Parties for the time period through the date Plaintiff
7 signed the Agreement. Notwithstanding the foregoing, Plaintiff understands that this release
8 includes unknown claims, which includes waiving all rights and benefits afforded by Section
9 1542 of the California Civil Code, which provides:

10 **A general release does not extend to claims which the creditor or**
11 **releasing party does not know or suspect to exist in his or her favor at**
12 **the time of executing the release and that, if known by him or her,**
13 **would have materially affected his or her settlement with the debtor or**
14 **released party.**

15 19. The releases identified herein shall be effective on the date that the Gross
16 Settlement Amount is fully funded.

17 20. This document shall constitute a final judgment pursuant to California Rule of
18 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
19 approval hearing, the court must make and enter judgment. The judgment must include a
20 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
21 judgment. The court may not enter an order dismissing the action at the same time as, or after,
22 entry of judgment.”

23 //

24 //

25 //

1 21. The Court will retain jurisdiction to enforce the Settlement, the Final Approval
2 Order, and this Judgment.

3 **JUDGMENT IS SO ENTERED.**

4 Dated: _____, 2022

Honorable David S. Cohn
Judge of the Superior Court