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VENTURA SUPERIOR COURT

03/22/22

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VENTURA
SUPERIOR COURT
FILED

APR 25 2022

BRENDA L. McCORMICK
Executive Officer and Clerk
By: **ELIZABETH MULLER** Deputy

Attorneys for Plaintiffs
HANS MORALES, an Individual, on behalf of himself and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY VENTURA

HANS MORALES, an Individual, on behalf of
himself and all others similarly situated

CASE NO.: 56-2020-00542479-CU-OE-VTA

[Assigned for all purposes to Hon. Mark
Borrell-Department 40]

Plaintiffs,

CLASS ACTION

v.

STEELWORKS ETC. INC., a California
corporation; and DOES 1 through 100,
Inclusive

**~~PROPOSED~~ FINAL ORDER AND
JUDGMENT FOLLOWING GRANTING
OF PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Defendants.

[Filed and served concurrently with
Declaration of Bruce Kokozyan, Esq. in
Support of Final Approval of Class Action
Settlement and Award for Attorneys' Fees,
Costs, and Class Representative Service
Award; and Plaintiff's Notice Of Motion And
Motion For Final Approval Of Class Action
Settlement And Attorney's Fees And Costs;
Memorandum Of Points And Authorities In
Support Thereof]

Date: April 21, 2022
Time: 8:20 a.m.
Dept: 40

Action Filed: June 16, 2020
Trial Date: None yet

1 The Parties reached a settlement subject to Court approval as represented in the Joint
2 Stipulation and Settlement of Class Action and Private Attorneys General Act Claims (the
3 “Stipulation”/“Settlement Agreement”) and thereafter, on November 30 2021, this Court granted
4 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement (the “Preliminary
5 Approval Order”) which attached as Exhibit “1” the Settlement Agreement. Due and adequate
6 notice having been given to the Settlement Class as required in said Preliminary Approval Order,
7 and the Court having considered all papers filed and proceedings had herein and otherwise being
8 fully informed in the matter, and good cause appearing therefore:

9 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

10 1. For the reasons set forth in the Preliminary Approval Order, which are adopted and
11 incorporated herein by reference, this Court finds that the applicable requirements of the
12 California Code of Civil Procedure § 382 and Rule 3.769 of the California Rules of Court have
13 been satisfied with respect to the Class and the proposed Settlement. The Court hereby makes
14 final its earlier provisional certification of the Class, as set forth in the Preliminary Approval
15 Order.

16 2. This Order and Judgment Granting Final Approval of Class Action Settlement hereby
17 adopts and incorporates by reference the terms and conditions of the parties’ Settlement
18 Agreement, together with the definitions of terms used and contained therein.

19 3. The Court finds that it has jurisdiction over the subject matter of the Class Action and over
20 all parties to the Class Action, including all members of the Settlement Class. Pursuant to Rule
21 3.771(a) of the California Rules of Court, the Settlement Class consists of all current and former
22 employees of Defendant who were employed in California as non-exempt, hourly-paid employees
23 during the Class Period. The Class Period is defined as June 16, 2016 through October 18, 2021.

24 4. The Notice of Class Action Settlement given to the Class Members fully and accurately
25 informed the Class Members of all material elements of the proposed Settlement and of their
26 opportunity to object to or comment thereon; was the best notice practicable under the
27 circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully with
28 the laws of the State of California, the United States Constitution, due process, and other

1 applicable law. The Notice of Class Action Settlement fairly and adequately described the
2 Settlement and provided Class Members adequate instructions and a variety of means to obtain
3 additional information. A full opportunity has been afforded to the Class Members to participate in
4 the Final Approval Hearing, and all Class Members and other persons wishing to be heard have
5 been heard. Accordingly, the Court determines that all Class Members who did not timely and
6 properly execute a request for exclusion are bound by this Order and Judgment.

7 5. The Court has considered all relevant factors for determining the fairness of the settlement
8 and has concluded that all such factors weigh in favor of granting final approval. In particular, the
9 Court finds that the Settlement was reached following meaningful discovery and investigation
10 conducted by Class Counsel; that the Settlement is the result of serious, informed, adversarial, and
11 arm's-length negotiations between the Parties; and that the terms of the Settlement are in all
12 respects fair, adequate, and reasonable. In so finding, the Court has considered all of the evidence
13 presented, including evidence regarding the strength of the Plaintiff's case; the risk, expense, and
14 complexity of the claims presented; the likely duration of further litigation; the amount offered in
15 Settlement; the extent of investigation and discovery completed; and the experience and views of
16 Class Counsel. Accordingly, the Court hereby approves the settlement as set forth in the
17 Stipulation and expressly finds that said settlement is, in all respects, fair, reasonable, adequate,
18 and in the best interests of the entire Settlement Class and hereby directs implementation of all
19 remaining terms, conditions, and provisions of the Settlement Agreement.

20 6. The Court hereby approves attorneys' fees to Class Counsel in the amount of \$200,000 and
21 costs of \$11,428.40 as compensation for all attorney time spent on this matter from inception
22 through and including the final Settlement Fairness Hearing and all other work related to this case
23 and all costs, as these requests are fair and reasonable. In addition, costs to the claims
24 administrator in the amount of \$9,500 is hereby approved as fair and reasonable.

25 7. The Court hereby approves a Service Award to the Named Plaintiff in the amount of
26 \$7,000. Named Plaintiff's Service Award is approved based on his contribution to the class, risks
27 incurred, stigma, execution of a general release and all other factors presented to the Court, the
28 Court finds this request fair and reasonable.

8. The Court hereby approves a PAGA penalty payment of \$18,000 with \$13,500 payable to the Labor Workforce Development Agency (LWDA), as this request is fair and reasonable. The balance of \$4,500 is payable to Class Members. Accordingly, all Class Members, including those who requested to be excluded, will not be excluded from the PAGA claim release and will be bound by the Judgment entered by this Court.

9. Entry of this Final Judgment shall constitute a full and complete bar against the Settlement Class as to all the claims released by the Settlement Agreement, and shall constitute res judicata and collateral estoppel with respect to any and all such released claims, except to those who opted out of the settlement.

10. The Court further confirms and finds that nothing contained in the Settlement Agreement, the Preliminary Approval Order, this Final Order and Judgment, or any other Order entered in this action shall in any way or manner constitute an admission or determination of liability by or against Defendants, or any other Released Parties with respect to any of the claims and causes of action asserted by the Settlement Class or any member thereof, and shall not be offered in evidence in any action or proceeding against Defendants, or any other Released Parties in any court, administrative agency, or other tribunal for any purpose whatsoever, other than to the extent necessary to enforce the provisions of the Stipulation or this Order. This paragraph shall not, however, diminish or otherwise affect the obligation, responsibilities, or duties of Defendant under the Stipulation and this Final Order and Judgment.

11. By operation of the entry of this Final Order and Judgment, as of the Effective Date, the Parties and Settlement Class Members are ordered to perform their respective duties and obligations under the Settlement Agreement.

12. If the settlement does not become final and effective in accord with the terms of the Settlement Agreement, then this Final Order and Judgment shall be rendered null and void and shall be vacated and, in such event, all orders entered, including but not limited to all releases delivered in connection herewith, shall be null and void.

JUDGMENT

In accordance with, and for the reasons stated in, the Final Approval Order, judgment shall

1 be entered whereby Class Representative and all Settlement Class Members shall take nothing
2 from Defendants, except as expressly set forth in the Settlement Agreement. Pursuant to California
3 Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of Court, this
4 Court reserves exclusive and continuing jurisdiction over this action, the Class Representative,
5 Class Members, and Defendants, for the purposes of:

6 (a) supervising the implementation, enforcement, construction, and interpretation of the
7 Stipulation, the Preliminary Approval Order, the plan of allocation, the Final Approval Order, and
8 the Judgment; and

9 (b) supervising distribution of amounts paid under this Settlement.

10
11 ~~[Order to Show Re Compliance with Judgment set for _____ at _____]~~ *MSB*
12 ~~Report due _____.]~~

13
14 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

15
16 Dated: 4-21-22


The Honorable Mark Borrell
Judge of the Superior Court

PROOF OF SERVICE

Morales v. Steelworks Etc., Inc.

Ventura SC CASE NO. 56-2020-00542479-CU-OE-VTA

I, the undersigned, declare as follows:

I am over the age of 18 years and employed in the County of Los Angeles, State of California. I am employed in the office of Kokozian Law Firm, APC, and I made the service referred to below at their direction. My business address is 10940 Wilshire Blvd., Suite 1200, Los Angeles, CA 90024.

On March 22, 2022, I served true copies of **[PROPOSED] FINAL ORDER AND JUDGMENT FOLLOWING GRANTING OF PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on INTERESTED PARTIES as stated on the attached Service List.

☐ **BY MAIL:** by depositing the same for collection and mailing at Los Angeles, California, on the date hereinabove set forth, in sealed envelopes with the postage thereon fully prepaid. I am readily familiar with the firm's practice of collection and processing of correspondence for mailing. Under the practice, it would be deposited with the U.S. Postal Service on that same day with postage thereon fully prepaid in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if the postal cancellation date or postage meter date is more than one day after service of deposit for mailing in affidavit.

☐ **BY PERSONAL SERVICE:** I caused such envelope to be delivered by hand to the office(s) of the addressee(s).

☐ **VIA FACSIMILE:** I caused the foregoing documents(s) to be transmitted to the below-named individual(s) via facsimile prior to 5:00 p.m. on said date and the transmission was reported as complete and without error

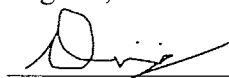
☐ **VIA OVERNIGHT COURIER:** I caused the above-referenced documents(s) to be delivered to FEDERAL EXPRESS for delivery to the below-named individual(s).

☒ **BY ELECTRONIC SERVICE:** Pursuant to agreement by the parties in this action and/or CCP § 1010.6 et seq., I caused such documents to be converted to Adobe .PDF format and uploaded to the Court-authorized Electronic Filing Service Provider (EFSP) ONE LEGAL LLC, authorizing said EFSP to affect electronic service to the addressee(s) listed below.

SEE ATTACHED SERVICE LIST

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

Executed on March 22, 2022, at Los Angeles, California.



Glenn Dwiggins

SERVICE LIST

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