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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ALAMEDA**

RIVELINO TAVIRA, an individual, on
behalf of himself and others similarly situated

PLAINTIFF,

v.

GENERAL FOUNDRY SERVICE
CORPORATION; and DOES 1 thru 50,
inclusive,

DEFENDANTS.

CASE NO. RG20072299

[Case Assigned for All Purposes to Hon. Brad
Seligman in Dept. 23]

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: August 31, 2021

Time: 3:00 p.m.

Dept.: 23

Reservation No.: R-2257420

Complaint Filed: August 24, 2020

FAC Filed: October 29, 2020

Trial Date: None Set

1 **TO ALL PARTIES AND TO THEIR ATTORNEYS OF RECORD:**

2 The above captioned Action is a class action lawsuit brought by Plaintiff RIVELINO
3 TAVIRA (“Plaintiff”) against Defendant GENERAL FOUNDRY SERVICE CORPORATION
4 (“Defendant”). The Motion for Final Approval of Class Action Settlement came before this Court
5 on August 31, 2021.

6 **WHEREAS**, Judge Brad Seligman granted preliminary approval of the Joint Stipulation
7 of Class Action Settlement and Release of Claims (“Settlement Agreement”), attached to the
8 concurrently filed Declaration of Kelsey M. Szamet as Exhibit “1”, on April 28, 2021.

9 **WHEREAS**, Plaintiff RIVELINO TAVIRA has applied to the Court for an order granting
10 final approval of the Settlement Agreement.

11 **WHEREAS**, the Settlement Agreement sets forth the terms and conditions of the proposed
12 Settlement and for entry of an order of final approval and entry of final judgment thereon. The
13 Court having read and considered Plaintiff’s Motion for Final Approval of Class Action
14 Settlement; Motion for Approval of Approval of Attorneys’ Fees and Costs; the Declarations of
15 Kelsey M. Szamet, Rivelino Tavira, and Lluvia Islas of ILYM Group, Inc.; and the supporting
16 documents annexed thereto, now finds:

17 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED:**

18 1. The Court has personal jurisdiction over all Settlement Class Members and that the
19 Court has subject matter jurisdiction to approve the Settlement;

20 2. The terms of the Settlement are fair, just, reasonable, and adequate, consistent and
21 in compliance with California Code of Civil Procedure, the California and United States
22 Constitutions (including the due process clauses), the California Rules of Court and any other
23 applicable law, and in the best interest of each of the Parties and the Class members and is hereby
24 finally approved in all respects.

25 3. The Parties are hereby directed to perform the terms of the Settlement as described
26 in the Settlement Agreement according to its terms and provisions.

27 4. The Settlement Agreement is binding on Plaintiff and all other Settlement Class
28 Members, except those timely and properly filed Requests for Exclusions, as well as their heirs,

1 executors, and administrators, successors, and assigns.

2 5. There are zero (0) valid requests for exclusion and no objections.

3 6. It is ordered that the Settlement Class is certified for settlement purposes only. The
4 Court finds that an ascertainable class exists and a well-defined community of interest exists in the
5 questions of law and fact involved because in the context of the Settlement: (i) there are questions
6 of law and fact common to the Class Members which, as to the Settlement and all related matters,
7 predominate over any individual questions; (ii) the Claims of Plaintiff are typical of the Claims of
8 the Class members; and (iii) in negotiating, entering into and implementing the Settlement,
9 Plaintiff and Plaintiff's Attorneys have fairly and adequately represented and protected the interest
10 of the Class Members.

11 7. The Court finds that the Notice and notice methodology implemented pursuant to
12 this Settlement (i) constituted the best practicable notice; (ii) constituted notice that was reasonably
13 calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the
14 Action, their right to object to or exclude themselves from the proposed Settlement and their right
15 to appear at the Final Settlement Hearing; (iii) were reasonable and constituted due, adequate and
16 sufficient notice to all persons entitled to receive notice; and (iv) met all applicable requirements
17 of the California Code of Civil Procedure, the California and United States Constitution (including
18 the Due Process Clause), the California Rules of Court and any other applicable law.

19 8. The Settlement Class is hereby made final. The Settlement Class is defined as: "all
20 persons who are employed or have been employed as an hourly employee by GENERAL
21 FOUNDRY SERVICE CORPORATION, in the State of California who worked one or more pay
22 periods during the Class Period."

23 9. The "Covered Period" or "Class Period" is August 24, 2019 to August 21, 2020.

24 10. The Settlement Agreement is not an admission by Defendant, nor is this Final Order
25 a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Final
26 Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the
27 Settlement, shall be construed or deemed an admission of liability, culpability, negligence, or
28 wrongdoing on the part of Defendant.

1 11. Pursuant to the Settlement Agreement, upon entry of this Final Order, Plaintiff and
2 each Settlement Class Member shall fully release and discharge the Released Parties pursuant to
3 the following release, which provides:

4 any and all claims that are asserted in the operative complaint and
5 which could have been asserted based on the facts alleged in the
6 complaint, for failure to issue accurate itemized wage statements
7 under Labor Code § 226, claims for penalties under the Labor Code
8 Private Attorneys General Act of 2004, §2699, et seq. (hereafter
9 “PAGA”) for failure to issue accurate itemized wage statements
10 under Labor Code § 226, claims for restitution and other equitable
11 relief, liquidated damages, punitive damages, or penalties.

12 12. Plaintiff and all Settlement Class Members who have not been timely and properly
13 excluded from the Settlement Class, and any person acting on their behalf, are permanently barred
14 and enjoined from: (i) filing, commencing, prosecuting, intervening in, participating in (as Class
15 Members or otherwise), or receiving any benefits or other relief from, any other lawsuit, in any
16 state or federal court, arbitration, or administrative, regulatory or other proceeding or order in any
17 jurisdiction based on the Released Claims; and (ii) organizing such non-excluded Class Members
18 into a separate class for purposes of pursuing as a purported class action (including by seeking to
19 amend a pending complaint to include class allegations, or by seeking class certification in a
20 pending action) any lawsuit based on or relating to the Released Claims.

21 13. The Settlement Agreement provides that the Gross Settlement Amount is one
22 hundred sixty-five thousand, three hundred seventeen dollars and seventy-three cents
23 (\$165,317.73). The Net Settlement Amount shall be determined according to the terms of the
24 Settlement Agreement.

25 14. The Court orders the calculations and the payments to be made and administered in
26 accordance with the terms of the Settlement Agreement.

27 15. The Court hereby finds that Plaintiff and Class Counsel adequately represented the
28 Settlement Class for purposes of entering into and implementing the settlement. The Court hereby
confirms Kingsley & Kingsley, APC as Class Counsel in the Action.

 16. The Court hereby finds the unopposed application of Class Counsel for a costs and
attorneys’ fees award provided for under the proposed Settlement to be fair and reasonable in light

of all the circumstances and is hereby granted. Of the Gross Settlement Amount, \$55,100.40 shall be paid for attorney fees and \$4,137.20 shall be paid for litigation costs.

17. The unopposed application of Class Counsel for a \$2,500 Enhancement Award is hereby granted.

18. The unopposed application of Class Counsel for claims administration fees to ILYM Group, Inc. is hereby granted. Of the Gross Settlement Amount, \$6,500 shall be paid for settlement administration fees.

19. The Court approves the PAGA Penalties in the amount of \$8,000. The Court approves 75% of the PAGA Penalties being allocated to the LWDA in the amount of \$6,000. The Court further directs that the remaining 25% of the PAGA Penalties, in the amount of \$2,000 shall be allocated to the Participating Class Members.

20. If a Settlement Class Member does not cash his or her settlement check within 160 days, the uncashed funds shall be transmitted by the Settlement Administrator to the State of California Office of the Controller Unclaimed Property Fund in the name of the Participating Class Member who did not cash his/her Settlement check.

21. Defendant shall have no further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided for in the Settlement Agreement.

22. The Parties are authorized, without further approval from the Court, to agree to and to adopt such amendments, modifications and expansions of this Stipulation and all exhibits attached hereto as (i) are consistent with the Final Judgment; and (ii) do not limit the rights of Settlement Class Members under the Stipulation.

23. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court shall retain continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well as the administration and enforcement of the terms of the Settlement of this action to enforce the terms of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well as the administration and enforcement of the Settlement. Any disputes or controversies arising with

1 respect to the interpretation, consummation, enforcement, or implementation of the Settlement
2 shall be presented by motion to the Court; provided however, that nothing in this Part shall restrict
3 the ability of the Parties to exercise their rights to terminate the Settlement pursuant to the terms
4 of the Settlement Agreement.

5 24. This Final Order shall constitute a final judgment.

6 25. The Court hereby dismisses the action (including all individual claims and Released
7 Claims presented thereby) with prejudice, without fees or costs to any party except as provided in
8 the Settlement Agreement.

9
10 **DATED:** _____

JUDGE OF THE SUPERIOR COURT

(PROOF OF SERVICE)
[CCP 1013(a)(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 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On August 6, 2021, I served all interested parties in this action the following documents described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Charles H. Goldstein
Joseph A. Goldstein
cgoldsteinesq@gmail.com
josephgoldsteinesq@gmail.com
The Goldstein Law Firm, PC
8912 Burton Way
Beverly Hills, CA 90211

[] (BY MAIL) I am "readily familiar" with the firm's practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL TRANSMISSION: I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the below email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 6, 2021, at Woodland Hills, California.



Michelle A. Tanzer