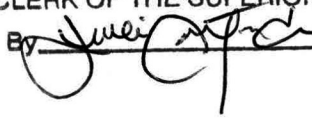


FILED
ALAMEDA COUNTY

APR 07 2022

CLERK OF THE SUPERIOR COURT

By  Deputy

KINGSLEY & KINGSLEY, APC
ERIC B. KINGSLEY, Esq., Cal. Bar No. 185123
eric@kingsleykingsley.com
KELSEY M. SZAMET, Esq., Cal. Bar No. 260264
kelsey@kingsleykingsley.com
16133 Ventura Blvd., Suite 1200
Encino, CA 91436
Telephone: (818) 990-8300
Fax: (818) 990-2903

Attorneys for Plaintiff and the Proposed Class

THE GOLDSTEIN LAW FIRM, PC
CHARLES H. GOLDSTEIN, State Bar No. 036846
cgoldsteinesq@gmail.com
JOSEPH A. GOLDSTEIN, State Bar No. 279743
josephgoldsteinesq@gmail.com
8912 Burton Way
Beverly Hills, CA 90211
Telephone: (310) 553-4746
Fax: (310) 282-8070

Attorneys for Defendant General Foundry Service Corporation

**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] AMENDED ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
ENTERING FINAL JUDGMENT**

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

Dept 23

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
 “PAGA”) for failure to issue accurate itemized wage statements
 under Labor Code § 226, claims for restitution and other equitable
 relief, liquidated damages, punitive damages, or penalties.

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

18 13. The Settlement Agreement provides that the Gross Settlement Amount is one
19 hundred sixty-five thousand, three hundred seventeen dollars and seventy-three cents
20 (\$165,317.73). The Net Settlement Amount shall be determined according to the terms of the
21 Settlement Agreement.

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

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

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

1 of all the circumstances and is hereby granted. Of the Gross Settlement Amount, \$55,100.40 shall
2 be paid for attorney fees and \$4,137.20 shall be paid for litigation costs. The Court orders that
3 10% of the total attorneys' fees shall be held back until after the compliance hearing set for April
4 12, 2022.

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

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

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

14 20. If a Settlement Class Member does not cash his or her settlement check within 160
15 days, the uncashed funds shall be transmitted by the Settlement Administrator to Bet Tzedek
16 pursuant to C.C.P. §384. The deadline for participating Settlement Class Members to cash their
17 settlement award check was February 20, 2022. The unclaimed funds in the amount of \$3,170.12
18 that remained uncashed after the check cashing deadline have been transmitted to Bet Tzedek.

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

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

26 23. Pursuant to California Rule of Court Rule 3.769(h) and C.C.P. §664.4, the Court
27 shall retain continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well
28 as the administration and enforcement of the terms of the Settlement of this action to enforce the

1 terms of the judgment. Without affecting the finality of the Final Judgment, the Court shall retain
2 continuing jurisdiction over the Actions, the Parties, and the Settlement Class, as well as the
3 administration and enforcement of the Settlement. Any disputes or controversies arising with
4 respect to the interpretation, consummation, enforcement, or implementation of the Settlement
5 shall be presented by motion to the Court; provided however, that nothing in this Part shall restrict
6 the ability of the Parties to exercise their rights to terminate the Settlement pursuant to the terms
7 of the Settlement Agreement.

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

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

12 26. Plaintiff to submit this order to Judicial Council
per ccl 384.5 within 5 days of this order
13 DATED: 8/7/22

14 JUDGE OF THE SUPERIOR COURT
15
16
17
18
19
20
21
22
23
24
25
26
27
28