SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

BRIAN PEREZ, individually, and on behalf of other members of the general public similarly situated; Plaintiff, vs. MERIT ALUMINUM, INC., a California corporation; and DOES 1 through 100, inclusive, Defendants.	Case No.: RIC 1904580 (Consolidated with Case No. CVRI2000300) CLASS ACTION Assigned for All Purposes To: Hon. Sunshine S. Sykes Dept.: 06 **[PROP~~OSED~~] ORDER AND JUDGMENT ~~OF F~~INAL APPROVAL OF CLASS ACTION SETTLEMENT** Date: March 30, 2022 Time: 9:00 a.m. Complaint Filed: September 5, 2019 First Amended: December 23, 2019 Trial Date: None Set

On March 30, 2022, at 9:00 a.m., Plaintiffs Brian Perez and Francisco Balvaneda ("Plaintiffs" or "Class Representatives") Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Expenses, and Enhancement Award came before the Court, in Department 6, for hearing pursuant to the Order Granting Preliminary Approval of the Class Action Settlement, dated September 23, 2021 ("Preliminary Approval Order"). Plaintiffs' Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Expenses, and Enhancement Award is based on the Parties' Joint Stipulation Of Class Action Settlement ("Stipulation" or "Settlement") attached as Exhibit 1 to the Declaration of Douglas Han in Support of Motion for Preliminary Approval of Class Action Settlement which was filed on June 15, 2021. Full and adequate notice having been given to the Class as required in the Court's Preliminary Approval Order, and the Court having considered all papers filed and proceedings held herein and otherwise being fully informed in the premises and good cause appearing therefor, it is ORDERED, ADJUDGED AND DECREED THAT:

NOW, THEREFORE, IT IS HEREBY ORDERED THAT:

1. This Order incorporates by reference the definitions in the Stipulation, and all capitalized terms used, but not defined herein, shall have the same meanings as in the Stipulation.

2. This Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all Class Members.

3. The Motion for final approval is granted. The Court approves the settlement as fair, reasonable and adequate. The Court makes the following awards and approves the following payments:

a. $612,500.00 to Class Counsel for attorneys' fees;

b. $16,800.59 to Class Counsel for reimbursement of actual costs incurred;

c. $5,000.00 to the Class Representative Brian Perez;

d. $5,000.00 to the Class Representative Francisco Balvaneda;

e. $7,800.00 to CPT Group for Settlement Administration; and

f. $75,000.00 to the Labor and Workforce Development Agency (out of

$100,000.00 as allocated to the claim under the California Private Attorneys General Act).

4. Except for the payment due under the Stipulation, the parties are each to bear their own costs and attorneys' fees. The Court approves the Stipulation and Defendant Merit Aluminum, Inc. ("Defendant") and the Released Parties are discharged from all Released Claims in accordance with the terms of the Stipulation.

5. In this wage and hour class action lawsuit, Plaintiffs sued Defendant for a variety of Labor Code violations. The operative complaint alleges that Defendant failed to pay minimum wages and overtime, failed to provide meal and rest breaks, failed to provide accurate wage statements, failed to pay final wages when due, committed unfair business practices under California's Unfair Competition Law ("UCL"), and was consolidated with another case to include violations under the Private Attorneys General Act of 2004 ("PAGA"), all in violation of California law. The operative complaint seeks recovery of unpaid minimum wages and overtime, premium pay for improper meal breaks and rest breaks, penalties for improper wage statements, waiting time penalties, restitution under the UCL, penalties under Labor Code § 2699 *et seq.*, prejudgment interest, post-judgment interest, and attorneys' fees and costs.

6. In California, the notice to class members must have "a reasonable chance of reaching a substantial percentage of the class members." *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 251. Importantly, however, the Plaintiffs need not demonstrate that each member of the class received notice. As long as the notice had a "reasonable chance" of reaching a substantial percentage of class members, it should be found effective.

7. CPT is providing settlement administration services for this settlement. (Declaration of Irvin Garcia In Support of Motion for Final Approval ("Garcia Decl." ¶¶ 1-3.) On October 18, 2021, CPT received the class information from Defendant; the list contained 376 individuals. (*Id.* at ¶¶ 5-6.) On October 29, 2021, the Notice Packet was mailed via U.S. First Class Mail to all 376 individuals contained in the Class List. (*Id.* at ¶ 7.) CPT performed a computerized skip trace on the 8 returned Notice Packets that did not have a forwarding address. (*Id.* at ¶¶ 8-9.) Ultimately, 7 Notice Packets have been deemed undeliverable. (*Id.* at ¶

10.) CPT received two (2) objections and only one (1) request for exclusion. (*Id.* at ¶¶ 11-12.) The following one individual requested exclusion from the Settlement: Ramon Reynoso (*Id.* at ¶ 11; Supplemental Declaration of Irvin Garcia, ¶ 4, Exhibit C.). The following two individuals objected to the Settlement: Luis Hernandez Lopez and Rogelio Gutierrez (*Id.* at ¶ 12; Exhibit B.)

8. Based on the foregoing, the Court finds that the notice provided to class members conforms to due process requirements.

9. It is the duty of the Court, before finally approving the settlement, to conduct an inquiry in the fairness of the proposed settlement. California Practice Guide, Civil Procedure Before Trial, The Rutter Group, ¶ 14:139.12 (2012). The trial court has broad discretion in determining whether the settlement is fair. In exercising that discretion, it normally considers the following factors: strength of the plaintiff's case; the risk, expense, complexity and likely duration of further litigation; the risk of maintaining class action status through trial; amount offered in settlement; extent of discovery completed and stage of the proceedings; experience and views of counsel; presence of a governmental participant; and reaction of the class members to the proposed class settlement. *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801; *In Re Microsoft I-V Cases* (2006) 135 Cal.App.4th 706, 723. This list is not exclusive and the Court is free to balance and weigh the factors depending on the circumstances of the case. *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 244-245.

10. The proponent bears the burden of proof to show the settlement is fair, adequate and reasonable. *7-Eleven Owners for Fair Franchising v. Southland Corp.* (2000) 85 Cal.App.4th 1135, 1165-1166; *Wershba, supra,* 91 Cal.App.4th at 245. There is a presumption that a proposed settlement is fair and reasonable when it is the result of arms'-length negotiations. 2 Herbert Newburg & Albert Conte, Newburg on Class Actions §11.41 at 11-88 (3d ed. 1992); Manual for Complex Litigation (Third) §30.42.

11. Had this case not settled, there would have been additional risks and expenses associated with continuing to litigate. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.

12. There is always a risk of decertification. *Weinstat v. Dentsply Intern., Inc.* (2010) 180 Cal.App.4th 1213, 1226 ("Our Supreme Court has recognized that trial courts should retain some flexibility in conducting class actions, which means, under suitable circumstances, entertaining successive motions on certification if the court subsequently discovers that the propriety of a class action is not appropriate.")

13. As part of the Court's analysis of this factor, the Court should take into consideration the admonition in *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133. In *Kullar*, objectors to a class settlement argued the trial court erred in finding the terms of the settlement to be fair, reasonable, and adequate without any evidence of the amount to which class members would be entitled if they prevailed in the litigation, and without any basis to evaluate the reasonableness of the agreed recovery. The Court of Appeal agreed with the objectors that the trial court bore the ultimate responsibility to ensure the reasonableness of the settlement terms. Although many factors had to be considered in making that determination, and a trial court was not required to decide the ultimate merits of class members' claims before approving a proposed settlement, an informed evaluation could not be made without an understanding of the amount in controversy and the realistic range of outcomes of the litigation.

14. Defendant has agreed to settle for the non-reversionary amount of $1,750,000.00. Defendant will have no obligation to pay any amount in connection with this Settlement Agreement apart from the Maximum Settlement Amount and the employer's share of payroll taxes due on the portion of Settlement Payments allocated to wages, and that none of the Maximum Settlement Amount will revert to Defendant. According to the settlement administrator's calculations, the average settlement payment will be $2,725.27 per Class Member, with a high settlement of $8,197.31. (Garcia Decl., ¶ 14.)

15. Class Counsel conducted an investigation that included formal discovery informal discovery, reviewed time records, reviewed Plaintiffs' documents, and formed damage models based on all of these. (Han Declaration re: Preliminary Approval, ¶¶ 15-16.) The Parties also mediated this case with Jeffrey A. Ross, a respected and highly experienced mediator in wage and hour class actions. In connection with mediation and through discussions with counsel

for Defendant, Class Counsel also discussed all aspects of the case, including the risks of litigation and the risks to both parties of proceeding with a motion for class certification as well as the law relating to meal and rest periods. (Han Declaration re Final Approval ("Han FA Decl."), ¶ 8.)

16. Class Counsel has experience with wage and hour class litigation. (Han Declaration re: Preliminary Approval, ¶¶ 3-10.) Class Counsel is of the opinion that this settlement is in the best interest of the class (Han FA Decl., ¶ 9-10) and provides substantial benefit to class members. (Id. at ¶ 11.)

17. The class reacted very positively with 99.73% participation rate. (Garcia Decl., ¶ 13.)

18. The Court has considered the two Objection Forms submitted by Luis Hernandez Lopez and Rogelio Gutierrez. While the objections were timely submitted, they provide no basis or any cause for the objections. Therefore, the objections are overruled. The Court has also considered the Exclusion Form submitted by Ramon Reynoso and Ramon Reynoso is excluded from the settlement.

19. On balance, this is a fair settlement that satisfies the *Dunk* factors, such that final approval is warranted.

20. Class Counsel requested attorneys' fees of $612,500.00. The Court employs the lodestar method in awarding fees, as opposed to a "percentage of the common fund" method. This amount would reflect the actual work performed, plus a multiplier (if applicable) to recognize counsel's efforts. In common fund cases, the Court may employ a percentage of the benefit method, as cross-checked against the lodestar. *Laffitte v. Robert Half Int'l., Inc.* (2016) 1 Cal.5th 480, 503.

21. Here, fees are sought pursuant to the percentage method. The determination of what constitutes an appropriate percentage "is somewhat elastic and depends largely on the facts of a given case, but certain factors are commonly considered. Specifically, the court may address the percentage likely to have been negotiated between private parties in a similar case, percentages applied in other class actions, the quality of class counsel, and the size of the

award." *In re Ikon Office Solutions, Inc., Securities Litigation* (E.D. Pa. 2000) 194 F.R.D. 166, 193.

22. These factors favor the $612,500.00 award. As for the first factor, private contingency fee agreements are routinely 30% to 40% of the recovery. (Id. at 194.) As for the second factor, although the median percentage of attorney fees in class action is 25%, "most fees appear to fall in the range of nineteen to forty-five percent." (Id.) As for the third factor, Class Counsel has experience in class actions, including wage and hour cases. Most importantly, Class Counsel achieved good results for the class as evidenced by the class members' reaction to the settlement. As for the fourth factor, Class Counsel negotiated a $1,750,000.00 Total Class Action Settlement Amount. Applying the lodestar cross-check, Class Counsel states that they have invested over 531 hours of attorney time on this matter. (Han FA Decl., ¶ 23.) The lodestar for Class Counsel is $338,857.50 (*Id.*) The hourly rates appear to be reasonable for attorneys with their respective years of experience (*Id.*), and the hours spent are reasonable for this case, which has been pending for over two (2) years. It appears that Class Counsel utilized skill in litigating this case, and by all accounts, have good reputations in the legal community; at the very least, there is no evidence before the Court to indicate that the attorneys have negative reputations in the legal community. It also appears that Class Counsel spent appreciable time on the case, which time could have been spent on other meritorious fee-generating cases. Based on the $338,857.50 lodestar, the fee request of $612,500.00 translates into a multiplier of 1.8. (*Id.*) Because the fee request is based on a reasonable percentage of the settlement fund and is supported by the lodestar calculation, and because the class was provided with notice of the fee request and did not object, the Court awards fees in the amount requested. For these reasons, the Court hereby grants final approval of attorneys' fees in the amount of $612,500.00.

23. Class Counsel requested costs up to $20,000.00 (Han FA Decl., ¶ 34.) Class Counsel's actual costs, totaling $16,800.59 consist of filing fees, mediation fees, court appearances, copying, filing and service. (*Id.*, and Exhibit I thereto.) These costs appear reasonable and necessary to the conduct of the litigation. Further, as with the fee requests, the

maximum cost request was disclosed to class members and deemed unobjectionable. (*Id.*) For these reasons, the Court hereby grants final approval of attorneys' costs in the amount of $16,800.59.

24. The Settlement Administrator, CPT, requests administration costs of $7,800.00. (Garcia Decl., ¶ 15.) Based upon the work performed and yet to be performed, including, and the fact that the class was provided notice of up to $7,800.00 for settlement administration expense and none objected, the request for administration costs of $7,800.00 is granted. (Supplemental Declaration of Irvin Garcia, ¶ 5, Exhibit D.)

25. The Court also approves the payment to the Labor and Workforce Development Agency ("LWDA") in the amount of $75,000.00 to the Labor and Workforce Development Agency (out of $100,000.00 as allocated to the claim under the California Private Attorneys General Act).

26. Finally, Class Counsel seeks an enhancement payment of $5,000.00 to each of the Class Representatives ($5,000.00 to Plaintiff Brian Perez and $5,000.00 to Plaintiff Francisco Balvaneda). The Court considers the following factors, among others, in determining whether to pay an incentive or enhancement award to a class representative: whether an incentive was necessary to induce the class representative to participate in the case; actions, if any, taken by the class representative to protect the interests of the class; the degree to which the class benefited from those actions; the amount of time and effort the class representatives expended in pursuing the litigation; the risk to the class representative in commencing suit, both financial and otherwise; the notoriety and personal difficulties encountered by the class representative; the duration of the litigation; and the personal benefit (or lack thereof) enjoyed by the class representative as a result of the litigation. California Practice Guide, Civil Procedure Before Trial, ¶14:146.10 (The Rutter Group 2012) (citing *Clark v American Residential Services, LLC* (2009) 175 Cal.App.4th 785, 804; *Bell v. Farmers Ins. Exch.* (2004) 115 Cal.App.4th 715, 726; *In re Cellphone Fee Termination Cases* (2010) 186 Cal.App.4th 1380, 1394; *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412. Plaintiffs have devoted a number hours to this litigation. (Brian Perez Declaration "Perez Decl."

¶7; Francisco Balvaneda Declaration "Balvaneda Decl." ¶7) They both assisted their attorneys by having multiple conferences with them and by providing documents. (*Ibid.*) Plaintiffs also helped Class Counsel prepare for mediation and made themselves telephonically available during the mediation. (*Ibid.*) Plaintiffs freely chose to champion the rights of the class and accepted the risks associated with acting as a class representative. (Perez/Balvaneda Decl. ¶ 8.) The Court grants an enhancement award of $5,000.00 to each Plaintiff ($5,000.00 to Plaintiff Brian Perez and $5,000.00 to Plaintiff Francisco Balvaneda) for the following reasons: Plaintiffs spent significant time on this litigation; Plaintiffs' actions benefitted the class; and Plaintiffs accepted the risks and notoriety that are associated with acting as a class representative.

27. All Parties, including each and all class members, are bound by this Final Approval Order and by the Stipulation. All Class Members shall be deemed to have entered into the Stipulation and the releases provided therein. Defendant has agreed to settle for the non-reversionary amount of $1,750,000.00. Defendant will have no obligation to pay any amount in connection with this Settlement Agreement apart from the Maximum Settlement Amount and the employer's share of payroll taxes due on the portion of Settlement Payments allocated to wages, and that none of the Maximum Settlement Amount will revert to Defendant, as a result of entry of judgment.

28. The Court previously certified the Action as a class action under California Code of Civil Procedure section 382. The Class is defined as follows:

a. "Settlement Class Members:" all current and former non-exempt hourly paid employees of Defendant who worked in California (or if any such person is incompetent, deceased, or unavailable due to military service, the person's legal representative or successor in interest evidenced by reasonable verification), from September 5, 2015 through June 4, 2021.

b. "Class Period:" is defined as the time period from September 5, 2015 through June 4, 2021.

29. Excluded from the Class would have been those persons who validly requested exclusion in accordance with the requirements set forth in the Preliminary Approval Order.

30. The certified Class continues to meet all the requirements of California Code of Civil Procedure section 382, as already found, and for the reasons set forth, in the Court's Preliminary Approval Order.

31. Plaintiffs Brian Perez and Francisco Balvaneda are the Court-appointed Class Representatives.

32. Douglas Han, Shunt Tatavos-Gharajeh, Jason Rothman, and Arsine Grigoryan of Justice Law Corporation are the Court-appointed Class Counsel.

33. CPT is hereby directed to mail the Individual Settlement Awards in envelopes that bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED" and take all other actions in furtherance of the settlement administration as specified in the Settlement.

34. As set forth in the Stipulation any checks issued to Class Members will expire one hundred and twenty (120) days from the date they are issued by the Settlement Administrator. Any check not cashed within one hundred and twenty (120) days will become void. Any checks that, after an appropriate skip trace, are undeliverable, shall become void. The funds from the uncashed checks shall be distributed by the Settlement Administrator to the State Controller's Unclaimed Property Fund. However, these uncashed checks shall remain in the settlement administrators qualified settlement fund and not be distributed to the State Controller Office until after the court has entered an amended judgment pursuant to California Code of Civil Procedure section 384(a).

35. CPT shall mail a reminder postcard to any Class Member whose settlement distribution check has not been negotiated within sixty (60) days after the date of mailing.

36. If any of the Class Members are current employees of Defendant and the distribution mailed to those employees is returned to CPT as being undeliverable and CPT is unable to locate a valid mailing address, CPT shall arrange with Defendant to have those distributions delivered to the employees at their place of employment.

37. Without affecting the finality of this Order in any way, this Court hereby retains continuing jurisdiction over: (a) implementation of the Stipulation and any award or distribution

of the Gross Settlement Amount, including interest earned thereon; (b) disposition of the Gross Settlement Amount; (c) hearing and determining applications for attorney fees and expenses in the Action; and (d) all parties hereto for the purpose of construing, enforcing, and administrating the Stipulation and the Settlement therein.

38. There is no just reason for delay in the entry of judgment approving the Class Settlement and immediate entry by the Clerk of the Court is expressly directed.

39. Without affecting the finality of this Judgment, the Court shall retain continuing jurisdiction over this action and the parties, including all Class Members and over all matters pertaining to the implementation and enforcement of the terms of the Settlement. Except as provided to the contrary herein, any disputes or controversies arising with respect to interpretation, enforcement or implementation of the Settlement shall be presented by motion to the Court for resolution.

40. A hearing for Final Accounting/Review is scheduled for December 15, 2022 at 8:30 a.m., before this same court and department.

41. This Judgment is intended to be a final disposition of the above-captioned action in its entirety and is intended to be immediately appealable. Subject to the Court's continuing jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

IT IS SO ORDERED.

DATED: 4/1/2022

Hon. Sunshine Sykes
Judge of the Superior Court

PROOF OF SERVICE
1013A(3) CCP

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 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is mluna@justicelawcorp.com

On November 25, 2025, I served the foregoing document described as

ORDER GRANTING PLAINTIFF'S REQUEST FOR DISMISSAL

for the following case:	**Brian Perez, et al. v. Merit Aluminum, Inc.**
LWDA/Court Case No.:	**LWDA Case No.: CM-803159-20** **Court Case No.: RIC 1904580 [Consolidated with Case No. CVRI2000300]** **Riverside County Superior Court**

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION
Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

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

Executed on November 25, 2025, at Pasadena, California.

Madison Luna
Madison Luna