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Superior Court of California
County of Los Angeles

JAN 25 2022

Sherri R. Carter, Executive Officer/Clerk of Court
By: Roxanne Arraiga, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JAIME ALEJANDRO FUENTES,) Case No.: 20STCV31099
individually, and on behalf of)
all others similarly situated,)
Plaintiff,)
vs.) JUDGMENT
ACTRON MANUFACTURING, INC., a)
California corporation; and)
DOES 1 through 10, inclusive,)
Defendants.)

The Court finds as follows:

A. The Court granted preliminary approval of the Joint
Stipulation of Class Action Settlement ("Settlement Agreement")
and certified a provisional settlement class on September 24,
2021.

1 B. The Court granted final approval of the Settlement
2 Agreement on January 25, 2022, certified the settlement class
3 with one opt-out (Russell Allard), and found that the Settlement
4 Agreement was fair, adequate and reasonable.

5 C. The Court defined the following:

6 "Class" or "Class Members": All non-exempt employees of
7 Defendant who worked in California during the Class Period.

8 "Settlement Class Members" are those Class Members who do not
9 submit timely exclusion requests to the Settlement
10 Administrator. Defendant's best estimate is that the Class
11 included approximately 120 individuals on June 22, 2021.

12 "Class Period": August 14, 2016 through July 22, 2021, or
13 the date upon which the Court grants preliminary approval of
14 this Settlement, whichever is sooner.

15 "PAGA Employee": all Class Members that worked at any time
16 during the PAGA Period. It is stipulated by the Parties that,
17 for purposes of this Settlement, all PAGA Employees are
18 "aggrieved employees" as defined pursuant to PAGA. PAGA
19 Employees cannot opt out of the settlement of the PAGA claim.
20

21 "PAGA Period: August 12, 2019 through July 22, 2021, or
22 the date upon which the Court grants preliminary approval of
23 this Settlement, whichever is sooner.

24 IT IS ORDERED, ADJUDGED AND DECREED as follows:
25

1 1. Plaintiff Jaime Alejandro Fuentes shall take from
2 Defendant Actron Manufacturing, Inc., as set forth in the
3 Parties' Settlement Agreement and the Court's Approval Order
4 entered January 25, 2022.

5 2. Defendants shall pay Plaintiffs the Gross Settlement
6 Amount of \$520,000. The Net Settlement Amount (\$256,666.67) is
7 the Gross Settlement Amount minus the following:

8 a. \$173,333.33 (33 1/3%) for attorney fees to Class
9 Counsel, Moon & Yang, APC;

10 b. \$10,846.75 for litigation costs to Class Counsel;

11 c. \$5,000 for a service award to the class
12 representative, Jaime Alejandro Fuentes;

13 d. \$5,500 for settlement administration costs to
14 Phoenix Settlement Administrators; and

15 e. \$45,000 (75% of \$60,000 PAGA penalty) (to the
16 LWDA.
17

18 3. Upon the final approval by the Court of this
19 Settlement and Defendant's payment of all sums due pursuant to
20 this Settlement, and except as to such rights or claims as may
21 be created by this Settlement, the Class Representatives, the
22 Class and each Class Member who has not submitted a valid and
23 timely request for exclusion as to claims other than the PAGA
24 claim, will release claims as follows:
25

1 Identity of Released Parties. The released parties are
2 Defendant, and each of its/their former and present direct
3 and/or indirect owners, dba's, affiliates, parents,
4 subsidiaries, brother and sister corporations, divisions,
5 related companies, successors and predecessors, and current and
6 former employees, attorneys, officers, directors, shareholders,
7 owners, trustees, attorneys, fiduciaries, beneficiaries,
8 subrogees, executors, partners, privies, agents, servants,
9 insurers, representatives, administrators, employee benefit
10 plans, and assigns of said entities (collectively "Releasees").
11

12 Date Release Becomes Effective. The Released Claims will be
13 released upon the later of (1) the Settlement's Effective Date,
14 or (2) the satisfaction of Defendant's obligation to provide to
15 the Settlement Administrator a sum in the amount required to
16 satisfy all required payments and distributions pursuant to this
17 Settlement and the Order and Judgment of final approval. Class
18 Members will not release the Released Claims or Released PAGA
19 Claims until both the Effective Date of the Settlement has
20 occurred, and Defendant has paid all amounts owing under the
21 Settlement.
22

23 Claims Released by Settlement Class Members. Each and every
24 Class Member, on behalf of himself or herself and his or her
25 heirs and assigns, unless he or she has submitted a timely and
valid Request for Exclusion (which will not effectuate an opt-

1 out from the release of Released PAGA Claims), hereby releases
2 Releasees from the following claims for the entire Class Period:

3 Any and all claims stated in the Complaint, or that
4 could have been stated based on the facts alleged in the
5 Complaint, implicitly or explicitly, including but not limited
6 to state wage and hour claims (including all claims under the
7 California Labor Code) for unpaid wages, minimum wage, overtime,
8 off-the-clock work, meal periods, rest periods, wage statement
9 violations, interest, penalties, and attorneys' fees, waiting
10 time penalties, withholding from wages and the related
11 provisions of the Labor Code including but limited to Labor Code
12 §§ 201-204, 210, 216, 218.6, 226, 226.3 , 226.7, 510, 512,
13 512.5, 558, 1194, 1194.2, 1198, derivative claims under
14 California Business & Professions Code §§ 17200 et seq., and all
15 claims under the governing Wage Order ("Released Claims");
16

17 As to any Class Member who cashes their Settlement
18 Payment, the signing and negotiation of that check shall serve
19 as the Class Member's consent to join the action for purposes of
20 releasing claims arising under the Fair Labor Standards Act that
21 are related to the claims stated in the Complaint, implicitly or
22 explicitly; and
23

24 Opt-in to Release Under Fair Labor Standards Act:
25 Settlement Class Members will be advised that they will opt in
to a settlement of claims for unpaid compensation under the Fair

1 Labor Standards Act ("FLSA") by cashing or otherwise depositing
2 the check for their Settlement Class Payment. This will be set
3 forth in the Notice.

4 In addition, as to all Class Members employed during
5 the Released PAGA Claims Period, whether requesting exclusion
6 from the Settlement or not, claims arising under the Private
7 Attorneys General Act of 2004, Labor Code § 2698 et seq., to the
8 extent asserted in Plaintiff's administrative exhaustion letter
9 submitted to the LWDA (Exhibit B) and any Complaint in this
10 matter (i.e., the Released PAGA Claims).

11 "Released PAGA Claims" means all claims asserted through
12 California Labor Code §§ 2698, et seq., that were identified by
13 the PAGA Representative in the Notice to the LWDA and are
14 alleged in the Complaint.

15 "Released PAGA Claims Period" means the period between
16 August 12, 2019 through July 22, 2021, or the date upon which
17 the Court grants preliminary approval of this Settlement,
18 whichever is sooner.

19 Named Plaintiff Jaime Alejandro Fuentes provides a general
20 release and §1542 waiver.

21 4. All uncashed settlement checks, plus interest, must be
22 delivered to the California State Controller's Unclaimed
23 Property Division in the name of the Class Member/Aggrieved
24 Employee who did not cash his or her check.
25

5. Pursuant to California Rules of Court, Rule 3.769(h), the Court retains jurisdiction over the parties with respect to enforcement of this Judgment under California Code of Civil Procedure Section 664.6.

CLERK TO GIVE WRITTEN NOTICE.

DATED: January 25, 2022

YVETTE M. PALAZUELOS

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JUDGE OF THE SUPERIOR COURT