

05/30/2023

David W. Slayton, Executive Officer / Clerk of Court

By: R. Arraiga Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JURENNY FLORES CERON, JESSICA) Case No.: 20STCV34359 c/w
E. HUERTA and MARTHA GEORGINA) 20STCV43224
ARREDONDO, individually, and on)
behalf of all others similarly)
situated,)

Plaintiffs,)

vs.)

ASSA ABLOY RESIDENTIAL GROUP,)
INC., a California corporation;))
EMTEK PRODUCTS, INC., a)
California corporation; and)
DOES 1 through 10, inclusive,)

Defendants.)

The Court finds as follows:

A. The Court granted preliminary approval of the Revised
Joint Stipulation of Class Action Settlement ("Settlement

1 Agreement") and certified a provisional settlement class on
2 January 12, 2023.

3 B. The Court granted final approval of the Settlement
4 Agreement on May 30, 2023, certified the settlement class with
5 one opt-out, Juan Reyes, and found that the Settlement Agreement
6 was fair, adequate and reasonable.

7 C. The Court defined the following:

8 Class" or "Class Members": All non-exempt employees of
9 Defendant who worked for Defendant in California during the
10 Class Period. "Settlement Class Members" are those Class
11 Members who do not submit timely and compliant exclusion
12 requests to the Settlement Administrator. (§4)

13 "Class Period": June 16, 2018 through the date the Court
14 grants preliminary approval or the date the number of workweeks
15 worked by Settlement Class Members reaches 85,569, as detailed
16 in paragraph 29(d). (§3)

17 "PAGA Employee": all non-exempt employees of Defendant who
18 worked for Defendant in California during the PAGA Period. It is
19 stipulated by the Parties that, for purposes of this Settlement,
20 all PAGA Employees are "aggrieved employees" as defined pursuant
21 to PAGA. (§13)

22 "PAGA Period": September 1, 2019 through the date
23 preliminary approval is granted or the date the number of
24
25

workweeks worked by Settlement Class Members reaches 85,569, as detailed in paragraph 29(d). (¶12)

IT IS ORDERED, ADJUDGED AND DECREED:

1. Plaintiffs Jurennny Flores Ceron, Jessica E. Huerta and Martha Georgina Arredondo, individually, and on behalf of all others similarly situated, shall take from Defendants Assa Abloy Residential Group, Inc., A California Corporation; Emtek Products, Inc., as set forth in the Parties' Settlement Agreement and the Court's Approval Order entered May 30, 2023.

2. Defendants must pay Plaintiffs the Gross Settlement Amount (GSA) of \$ 1,083,171.27. The Net Settlement Amount is the GSA minus the following:

a. \$361,057.09 for attorney fees to Class Counsel, Moon & Yang, APC (75%) and Bibiyan Law Group, P.C. (25%);

b. \$21,137.26 for attorney costs to Class Counsel;

c. \$16,250 for settlement administration costs to ILYM Group, Inc;

d. \$15,000 (\$5,000 each) for service awards to the class representatives, Jurennny Flores Ceron, Jessica E. Huerta, and Martha Georgina Arredondo;

e. \$60,000 (75% of \$80,000 PAGA penalty) to the LWDA;

f. \$14,407.85 in employer-side payroll taxes.

1 3. Upon the final approval by the Court of this
2 Settlement and Defendant's payment of all sums due pursuant to
3 this Settlement, and except as to such rights or claims as may
4 be created by this Settlement, the Class Representatives, the
5 Class and each Class Member who has not submitted a valid and
6 timely request for exclusion as to claims other than the PAGA
7 claim, and each PAGA Employee, regardless of whether they have
8 requested exclusion from the Settlement of Class claims, will
9 release claims as follows: (§40)

10
11 Identity of Released Parties. The released parties are
12 Defendant, and each of its/their former and present direct
13 and/or indirect owners, dba's, affiliates, parents,
14 subsidiaries, brother and sister corporations, divisions,
15 related companies, successors and predecessors, and current and
16 former employees, officers, directors, shareholders, owners,
17 trustees, fiduciaries, beneficiaries, subrogees, executors,
18 partners, privies, agents, servants, insurers, representatives,
19 administrators, employee benefit plans, and assigns of said
20 entities (collectively "Releasees"). (§40.a)

21 Date Release Becomes Active. The Released Claims and
22 Released PAGA Claims will be released upon the later of (1) the
23 Settlement's Effective Date, or (2) the satisfaction of
24 Defendant's obligation to provide to the Settlement
25 Administrator a sum in the amount required to satisfy all

1 required payments and distributions pursuant to this Settlement
2 and the Order and Judgment of final approval. Class Members will
3 not release the Released Claims or Released PAGA Claims until
4 both the Effective Date of the Settlement has occurred, and
5 Defendant has paid all amounts owing under the Settlement.

6 (¶40.b)

7 Claims Released by Settlement Class Members. Each and every
8 Class Member, on behalf of himself or herself and his or her
9 heirs and assigns, unless he or she has submitted a timely and
10 valid Request for Exclusion (which will not effectuate an opt-
11 out from the release of Released PAGA Claims), hereby releases
12 Releasees from the following claims for the entire Class Period:
13

14 (¶40.c)

15 any and all claims alleged in the Action, or arising
16 out of facts asserted in the Action, including claims for unpaid
17 wages, minimum wage, overtime, off-the-clock work, meal periods,
18 rest periods, wage statement violations, interest, penalties,
19 and attorneys' fees, waiting time penalties, withholding from
20 wages and the related provisions of the California Labor Code
21 including §§ 201-204, 210, 216, 218.6, 226, 226.3, 226.7, 510,
22 512, 512.5, 558, 1194, 1194.2, 1198, derivative claims under
23 California Business & Professions Code §§ 17200 et seq., and all
24 claims under the governing Wage Order, and FLSA ("Released
25 Claims"); (¶40.c.1)

1 as to any Class Member who cashes their Settlement
2 Payment, the Settlement Administrator shall include language on
3 the Settlement Payments that informs the Class Members that the
4 signing and negotiation of that check shall serve as the Class
5 Member's consent to join the Action for purposes of releasing
6 all claims arising under the Fair Labor Standards Act that are
7 alleged in the Action or related to the claims stated or that
8 could have been stated in the Action, implicitly or explicitly;
9 (¶40.c.2)

10
11 Claims Released by the Class, Including PAGA Employees. All
12 Class Members, including all PAGA Employees, release the
13 Released PAGA Claims, regardless of whether they have requested
14 exclusion from the Settlement as to Class claims. (¶40.d)

15 "Released PAGA Claims" means all claims for penalties and
16 any other available relief pursuant to PAGA, to the extent
17 asserted in Plaintiffs' administrative exhaustion letters
18 submitted to the LWDA in this Action, arising during the PAGA
19 Period. (¶16)

20 Named Plaintiffs Jurennny Flores Ceron, Jessica E. Huerta
21 and Martha Georgina Arredondo, additionally provide a general
22 release and \$1542 waiver. (¶29.n)

23 4. All uncashed settlement checks, plus interest, must be
24 delivered to the California State Controller's Unclaimed
25

1 Property Division in the name of the Class Member/Aggrieved
2 Employee who did not cash his or her check.

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

7 CLERK TO GIVE NOTICE.

8 DATED: May 30, 2023



Yvette M. Palazuelos
YVETTE M. PALAZUELOS
JUDGE OF THE SUPERIOR COURT
Yvette M. Palazuelos / Judge