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on behalf of himself and all others similarly situated
and aggrieved

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

MIGUEL ANGEL LOPEZ, on behalf of
himself and all others similarly situated and
aggrieved,

Plaintiff,

v.

INNOVATIVE COATINGS
TECHNOLOGY CORPORATION dba
INCOTEC, a California corporation; and
~~DOES 1 through 100, inclusive,~~

Defendants.

CASE NO.: 30-2020-01173245-CU-OE-CXC

[Assigned for all purposes to the Hon. Lon
Hurwitz in Dept. CX103]

~~[PROPOSED]~~ **ORDER AND JUDGMENT
GRANTING FINAL APPROVAL OF
CLASS ACTION AND
REPRESENTATIVE ACTION
SETTLEMENT**

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER
MAR 01 2024
DAVID H. YAMASAKI, Clerk of the Court
BY: _____, DEPUTY

1 This matter having come before the Court for a Hearing on Motion for Final Approval of
2 Settlement pursuant to the Order of this Court granting preliminary approval ("Preliminary
3 Approval Order") of the class and representative action settlement upon the terms set forth in the
4 Joint Stipulation Re: Class Action and Representative Action Settlement ("Settlement,"
5 "Agreement" or "Settlement Agreement"), attached to the declaration of Vedang J. Patel in support
6 of the Motion for Preliminary Approval of Class and Representative Action Settlement and
7 Provisional Class Certification for Settlement Purposes Only (ROA #71); the Amendment to the
8 Settlement Agreement, attached to the declaration of Vedang J. Patel in support thereof (ROA #98);
9 and due and adequate notice having been given to the Class Members as required in the Preliminary
10 Approval Order (ROA # 104); and the Court having considered all papers filed and proceedings had
11 herein and otherwise being fully informed and good cause appearing therefore, it is hereby
12 **ORDERED, ADJUDGED AND DECREED THAT:**

13 1. The Motion for Final Approval of Class Action and Representative Action Settlement;
14 Enhancement Award; and Reasonable Attorneys' Fees and Costs is hereby granted in its entirety.

15 2. All terms used herein shall have the same meaning as defined in the Settlement
16 Agreement.

17 3. This Court has jurisdiction over the subject matter of this litigation and over all Parties
18 to this litigation, including all Class Members.

19 4. For settlement purposes only, the Court certifies the following class: any and all persons
20 who are or were non-exempt, hourly-paid employees employed by Innovative Coatings Technology
21 Corporation ("Defendant") at any time during the period from September 1, 2019 through April 23,
22 2022 ("Class Period") ("Settlement Class," "Settlement Class Members" or "Class Members").

23 5. The Court also approves of the subgroup of "Aggrieved Employees," defined as "any
24 and all persons who are or were non-exempt, hourly-paid employees employed by Defendant in
25 California at any time during the period between September 1, 2019 through April 23, 2022 ("PAGA
26 Period").

27 6. "Plaintiff" refers to plaintiff Miguel Angel Lopez.
28

1 7. Defendant shall deliver the Gross Settlement Amount of \$350,000.00 and payroll taxes,
2 to the Settlement Administrator within twenty (20) calendar days after the Final Settlement Date.

3 8. For and in consideration of the mutual promises contained in the Settlement Agreement,
4 Plaintiff and the Settlement Class Members fully and finally release, as of the date that Defendant
5 delivers the Gross Settlement Amount and any and all employer-side tax obligations of Defendant
6 to the Settlement Administrator, the Released Parties from all claims during the Class Period that
7 were alleged in the Complaint or could have been asserted based on the facts and allegations made
8 in the Complaint, and any amendments thereto, including the following claims: (a) failure to pay
9 overtime wages in violation of California Labor Code §§ 510 and 1194; (b) failure to pay minimum
10 wages in violation of California Labor Code §§ 1194.2 and 1197; (c) failure to provide meal periods
11 in violation of California Labor Code §§ 226.7 and 512; (d) failure to provide rest periods in
12 violation of California Labor Code § 226.7; (e) failure to pay all wages due upon termination in
13 violation of California Labor Code §§ 201, 202, and 203; (f) failure to provide accurate wage
14 statements in violation of California Labor Code § 226; (g) violation of Labor Code § 227.3; (h)
15 violation of Labor Code § 2802; (i) all claims for unfair business practices under California Business
16 & Professions Code Section 17200 et seq. that could have been premised on the claims, causes of
17 action or legal theories of relief described above in (a)-(h); and (j) all applicable damages, including,
18 but not limited to, liquidated damages, civil and statutory penalties, interest and other amounts
19 recoverable under said claims, causes of action or legal theories of relief identified above in (a)-(i).

20 9. For and in consideration of the mutual promises contained herein, Plaintiff and the
21 Aggrieved Employees fully and finally release, as of the date that Defendant delivers the Gross
22 Settlement Amount and any and all employer-side tax obligations of Defendant to the Settlement
23 Administrator, the Released Parties from all claims for penalties pursuant to PAGA during the
24 PAGA Period that were asserted in Plaintiff's September 1, 2020 letter to the California Labor and
25 Workforce Development Agency and alleged in the Complaint or could have been asserted based
26 on the facts and allegations made in Plaintiff's September 1, 2020 letter to the California Labor and
27 Workforce Development Agency and in the Complaint, and any amendments thereto, including the
28 following claims: (a) failure to pay overtime wages in violation of California Labor Code §§ 510

1 and 1194; (b) failure to pay minimum wages in violation of California Labor Code §§ 1194.2 and
2 1197; (c) failure to provide meal periods in violation of California Labor Code §§ 226.7 and 512;
3 (d) failure to provide rest periods in violation of California Labor Code § 226.7; (e) failure to pay
4 all wages due upon termination in violation of California Labor Code §§ 201, 202, and 203; (f)
5 failure to accurate wage statements in violation of California Labor Code § 226; (g) violation of
6 Labor Code § 227.3; (h) violation of Labor Code § 2802; (i) civil penalties pursuant to California
7 Labor Code §§ 204 and 210; (j) civil penalties pursuant to California Labor Code § 226.3; (k) civil
8 penalties pursuant to California Labor Code § 558; and (l) civil penalties pursuant to California
9 Labor Code § 1197.1.

10 9. Distribution of the Notice of Class Action Settlement ("Class Notice") directed to the
11 Class Members as set forth in the Settlement Agreement and the other matters set forth herein have
12 been completed in conformity with the Preliminary Approval Order, including individual notice to
13 all Class Members who could be identified through reasonable effort, and was the best notice
14 practicable under the circumstances. This Class Notice provided due and adequate notice of the
15 proceedings and of the matters set forth therein, including the proposed class settlement set forth in
16 the Settlement Agreement, to all persons entitled to such Class Notice, and the Class Notice fully
17 satisfied the requirement of due process.

18 10. Zero (0) Class Members opted out of the Settlement, zero (0) Class Members objected
19 to the Settlement, and zero (0) disputed the amount of Workweeks attributed to them.

20 11. The Court further finds that the Settlement is fair, reasonable and adequate, and that
21 Plaintiff has satisfied the standards and applicable requirements for final approval of class action
22 settlement under California law, including the provisions of Code of Civil Procedure section 382
23 and Federal Rules of Civil Procedure, rule 23, approved for use by the California state courts in
24 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

25 12. This Court hereby approves the settlement set forth in the Settlement Agreement and
26 finds that the settlement is, in all respects, fair, adequate, and reasonable, and directs the Parties to
27 effectuate the settlement according to its terms. The Court finds that the settlement has been reached
28 as a result of intensive, serious and non-collusive arm's-length negotiations. The Court further finds

1 that the Parties have conducted extensive and costly investigation and research, and counsel for the
2 parties are able to reasonably evaluate their respective positions. The Court also finds that settlement
3 at this time will avoid additional substantial costs, as well as avoid the delay and risks that would
4 be presented by the further prosecution of this Action. The Court has noted the significant benefits
5 to the Class Members under the Settlement. The Court also finds that the class is properly certified
6 as a class for settlement purposes only.

7 13. Nothing contained in the Settlement Agreement shall be construed or deemed in
8 admission of liability, culpability, negligence, or wrongdoing on the part of Defendants. Each of the
9 Parties has entered into this Settlement Agreement with the intention to avoid further disputes and
10 litigation, and the attendant inconvenience and expense.

11 14. The Court approves Plaintiff as class representative.

12 15. The Court approves David D. Bibiyan of Bibiyan Law Group, P.C. as Class Counsel.

13 16. The Court approves ILYM Group Inc ("ILYM"), as the Settlement Administrator.

14 17. The Court hereby awards Class Counsel attorneys' fees in the total amount of
15 \$116,666.67 which is one-third (1/3) of the Gross Settlement Amount and to be deducted therefrom.
16 In addition, the Court awards Class Counsel reimbursement of their costs of \$16,833.70 to be
17 deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the
18 Settlement Administrator from the Gross Settlement Amount as set forth in the Settlement
19 Agreement.

20 18. The Court hereby approves an enhancement award of \$5,000.00 to Plaintiff in
21 consideration his time, effort and risk incurred on behalf of the Settlement Class, and for providing
22 a general release and releasing unknown claims pursuant to Civil Code section 1542. The
23 enhancement award will be paid to Plaintiff by the Settlement Administrator from the Gross
24 Settlement Amount as set forth in the Settlement Agreement.

25 19. The Court hereby approves the Settlement Administrator's cost in the amount of
26 \$7,500.00. The Settlement Administrator, ILYM, shall be paid the cost of administration of the
27 settlement from the Gross Settlement Amount. The Settlement Administrator, ILYM, must post a
28 copy of the Judgement on its website for at least thirty (30) days from the date of the Judgment.

1 20. The Court hereby approves the PAGA penalties amount of \$30,000.00, of which
2 \$22,500.00 shall be paid to the LWDA and the remaining \$7,500.00 to be distributed to the
3 Aggrieved Employees.

4 21. Except as expressly provided herein, the Parties each shall bear all their own fees and
5 costs in connection with this matter.

6 22. If any Settlement Class Member or Aggrieved Employee does not cash his/her
7 settlement check within one hundred eighty (180) Days after the Settlement Administrator mails the
8 Settlement Payment to the Settlement Class Member or the Aggrieved Employee Payment to the
9 Aggrieved Employee, the unclaimed funds shall be distributed, pursuant to Code of Civil Procedure
10 section 384, to Legal Aid at Work, 180 Montgomery Street, Suite 600, San Francisco, California
11 94104, the cy pres recipient, for use in Orange County.

12 23. The Court finds that the class settlement on the terms set forth in the Settlement
13 Agreement was made in good faith, and constitutes a fair, reasonable, and adequate compromise of
14 the released claims against Defendant.

15 24. A Final Accounting Hearing is hereby scheduled for October 14, 2024, 1:30 p.m, in
16 Department CX103 of the above-entitled Court. At least fourteen (14) calendar days prior to said
17 OSC hearing, the Parties shall file a declaration confirming that the claims have been paid and that
18 administration of all the terms and conditions of the class action settlement have been completed.
19 Should the Court find that said declaration has sufficiently evidenced full and complete
20 administration of the class action settlement, said OSC hearing will go off-calendar.

21 25. This document shall constitute a Judgment for purposes of California Rules of Court,
22 Rule 3.769(h).

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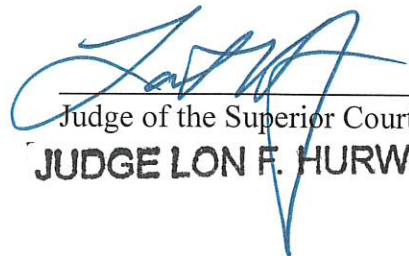
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1 26. Without affecting the finality of the Judgment in any way, this Court hereby retains
2 continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement
3 and all orders and judgments entered in connection therewith, including under Code of Civil
4 Procedure section 664.6.

5
6 **IT IS SO ORDERED.**

7
8 Dated: March 1, 2024



Judge of the Superior Court
JUDGE LON F. HURWITZ