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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
10 **FOR THE COUNTY OF RIVERSIDE**

12 RHINA MENDOZA DE VIELMA,
13 individually, and on behalf of all others similarly
situated,

14 *Plaintiff,*

15 vs.

16 MODULAR METAL FABRICATORS, INC.,
17 a California corporation; and DOES 1 through
18 10, inclusive,

19 Defendants.
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Case No.: CVRI2000226

CLASS AND REPRESENTATIVE ACTION

*[Assigned for all purposes to the Honorable
Harold Hopp, Department 1]*

**~~PROPOSED~~ JUDGMENT FOLLOWING
ORDER GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT**

Action Filed: November 17, 2020

Trial Date: Not Set

**~~PROPOSED~~ JUDGMENT FOLLOWING ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT**

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiff Rhina Mendoza De Vielma ("Plaintiff") and Defendant Modular Metal Fabricators, Inc.
3 ("Defendant") reached terms of settlement for a putative class action. On or about July 31, 2023, the Court
4 issued an Order granting Plaintiff's motion for final approval of class action settlement of the claims
5 asserted against Defendant in this action ("Final Approval Order"). The settlement is memorialized in the
6 JOINT STIPULATION OF CLASS ACTION SETTLEMENT AND RELEASE OF CLAIMS (*see*
7 Declaration of Kane Moon In Support of Plaintiff's Motion for Final Approval of Class Action Settlement
8 ["Moon Decl."], at Exh. 1.) filed on February 2, 2023, referred to herein as the "Agreement" or
9 "Settlement."

10 The Court's Final Approval Order is incorporated herein in its entirety. The Court now enters
11 Judgment following the entry of the Final Approval Order. The Judgment set forth herein is intended to
12 be a final disposition of the Action in its entirety and is intended to be immediately appealable.

13 **JUDGMENT**

14 1. In accordance with and for the reasons stated in the Final Approval Order, Judgment shall
15 be entered whereby the Plaintiff and all Participating Class Members shall take nothing from Defendant,
16 except as expressly set forth in the Final Approval Order and the Settlement.

17 2. Except as set forth in the Settlement and the Final Approval Order, Plaintiff and
18 Participating Class Members shall take nothing by the Second Amended Complaint filed in this Action.

19 3. Each party shall bear its own attorneys' fees and costs incurred in the Action, except as
20 otherwise provided in the Settlement and Final Approval Order.

21 4. The Class Members are:

22 All persons employed in the State of California as hourly, non-exempt employees by
23 Modular Metal Fabricators, Inc. at any time between November 17, 2017 to March 17,
2023.

24 5. The PAGA Group Members are:

25 All persons employed in the State of California as hourly, non-exempt employees by
26 Modular Metal Fabricators, Inc. at any time between November 17, 2019 to July 19,
2022.

27 6. Class action, individual and representative claims are released, pursuant to the
28 terms of the Settlement, as follows:

1 As of the Effective Date and upon payment by Defendant of all funds due under this
2 Settlement, all Participating Class Members, including the Class Representative, release
the Participating Class Members Released Claims. (Settlement ¶ 69.)

3 **Plaintiff's Released Claims** shall mean, upon the Final Approval by the Court of this
4 Settlement and Defendant's payment of all sums due pursuant to this Settlement, and
5 except as to such rights or claims as may be created by this Settlement, Plaintiff and
6 Class Representative will release claims as follows: (a) Plaintiff and Class Representative
7 hereby fully and finally releases and discharges the Releasees (defined above) from any and
8 all of the released Claims (defined above) and from any and all other claims, charges,
9 complaints, liens, demands, agreements, contracts, covenants, actions, suits, causes of action,
10 penalties, wages, obligations, debts, expenses, damages, attorneys' fees, costs, judgments,
11 orders, and liabilities of whatever kind or nature in law, equity, or otherwise, known or
12 unknown, suspected or unsuspected, that Plaintiff and Class Representative had, now has, or
13 may hereafter claim to have against the Released Parties arising out of, or relating in any way
14 to, the Plaintiff and Class Representative's hiring by, employment with, separation of
15 employment with, or any other transactions, occurrences, acts or omissions or any loss,
16 damage or injury whatsoever, known or unknown, suspected or unsuspected, resulting from
17 any act or omission by or on the part of any Released Party (the "Class Representative's
18 Released Claims"), arising or accruing from the beginning of time up through the Final
19 Approval Date Order Date ("Class Representative's Released Period"). (Settlement ¶ 74.)
20 The Class Representative's Released Claims include, but are not limited to, claims arising
21 from or dependent on the California *Labor Code*; the Wage Orders of the California Industrial
22 Welfare Commission ("IWC"); California *Business and Professions Code* §§ 17200, *et seq.*;
23 the California Fair Employment and Housing Act, Cal. Gov't Code §§ 12900, *et seq.*
24 ("FEHA"); the California Healthy Workplaces, Healthy Families Act, Cal. *Labor Code* §
25 245, *et seq.*, the California common law of contract and tort; Title VII of the Civil Rights Act
26 of 1964 ("Title VII"); the Americans with Disabilities Act, 42 U.S.C. §§ 12101, *et seq.*
27 ("ADA"); the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, *et seq.*
28 ("ERISA"); the Fair Labor Standards Act, 29 U.S.C. §§ 201, *et seq.* ("FLSA"), the Portal to
Portal Act, 29 U.S.C. §§ 251, *et seq.*, and the Families First Coronavirus Response Act.
(Settlement ¶ 71.) (b) Plaintiff and Class Representative also acknowledges that she has read
Section 1542 of the Civil Code of the State of California, which provides as follows: **A
GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR
OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR
HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF
KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR
HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.** (*Id.*)

23 **Participating Class Members Released Claims.** As of the date of the Judgment, each
24 Participating Class Member, and without the need to manually sign a release document,
25 shall release the Released Parties from all causes of action and claims that were alleged
26 in the Action or reasonably could have been alleged based on the facts and legal theories
27 contained in the Action, including all of the following claims for relief from November
28 17, 2016 through the date of granting the preliminary approval: (1) Failure to Pay
Minimum Wages; (2) Failure to Pay Overtime Compensation; (3) Failure to Provide
Meal Periods; (4) Failure to Authorize and Permit Rest Breaks; (5) Failure to Indemnify
Necessary Business Expenses; (6) Failure to Timely Pay All Wages Due Upon

1 Separation of Employment; (7) Failure to Provide Accurate and Itemized Wage
2 Statements; (8) Violation of Business & Professional Code section 17200. (Settlement ¶
3 69.) On July 2, 2021, Class Counsel amended the Complaint to add a ninth cause of
4 action for Civil Penalties pursuant to the Private Attorney's General Act of 2004, Labor
5 Code §§ 2698, et seq. (*Id.*) All claims under the Private Attorneys General Act of 2004
6 that were or could have been premised on the claims, causes of action or legal theories
7 of relief pleaded in the operative complaint or the LWDA exhaustion letter. (Settlement
8 ¶ 69.) The Settlement Class members who cash their Settlement Checks further
9 acknowledge that they are releasing any claims they have against Defendant under the
10 Fair Labor Standards Act ("FLSA") (collectively, "Released Claims"). (*Id.*) The Class
11 Released Claims for the Participating Class Members excludes all claims for vested
12 benefits, wrongful termination, unemployment insurance, disability, social security,
13 workers' compensation, claims while classified as exempt, and claims outside of the
14 Class Period. (*Id.*) The Class Released Claims only covers the time period from
15 November 17, 2016 through the date of granting the preliminary approval. (*Id.*)

16 **The PAGA Group Released Claims:** As of the date of the Judgment, Plaintiff and the
17 LWDA shall release the Released Parties and the State of California for claims for civil
18 penalties under the California Labor Code Private Attorney's General Act of 2004 arising
19 from November 17, 2019 through the date of granting the preliminary approval, that
20 were alleged in Plaintiff's LWDA Exhaustion Letter or to the extent alleged in Plaintiff's
21 operative complaint, including but not limited to: (1) Failure to Pay Minimum Wages;
22 (2) Failure to Pay Overtime Compensation; (3) Failure to Provide Meal Periods; (4)
23 Failure to Authorize and Permit Rest Breaks; (5) Failure to Indemnify Necessary
24 Business Expenses; (6) Failure to Timely Pay All Wages Due Upon Separation of
25 Employment; (7) Failure to Provide Accurate and Itemized Wage Statements; (8)
26 Violation of Business & Professional Code section 17200; and (9) Civil Penalties
27 pursuant to the Private Attorney's General Act of 2004. (Settlement ¶ 70.)

28 **Released Parties** includes Defendant Modular Metal Fabricators Incorporated, and its
past and present, officers, directors, employees and agents. (Settlement ¶ 71.)

7. This Final Approval Order and Judgment, the Settlement it reflects, and any and all acts,
statements, documents, or proceedings relating to the Settlement are not, and shall not be construed as, or
used as, an admission made by Defendant or as a finding by this Court of any fault, wrongdoing, or liability
on Defendant's part, or of the validity of any Released Claim or of the existence or amount of any damages.

8. Distributions pursuant to the Settlement shall issue in the amounts authorized in the Final
Approval Order, according to the deadlines specified in the Settlement.

9. Any envelope transmitting a settlement distribution to a Class Member shall bear the
notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED."

1 10. The Settlement Administrator shall mail a reminder postcard to any Participating Class
2 Member whose settlement distribution check has not been negotiated within 60 days after the date of
3 mailing.

4 11. The settlement distribution check shall be negotiable for at least 90 days but not more than
5 180 days from the date of mailing. Paragraph 57 entitled "Uncashed Settlement Share and PAGA Payment
6 Share Checks" of the Settlement satisfies this requirement, specifies that the expiration date on the
7 settlement checks will be one hundred and eighty (180) calendar days from the date the settlement checks
8 are issued, and the Settlement Administrator is directed to comply with that provision.

9 12. If (i) any of the Participating Class Members and/or PAGA Group Members are current
10 employees of Defendant, (ii) the distribution mailed to those employees is returned to the Settlement
11 Administrator as being undeliverable, and (iii) the Settlement Administrator is unable to locate a valid
12 mailing address, the Settlement Administrator shall arrange with the Defendant to have those distributions
13 delivered to the employees at their place of employment.

14 13. In the event the Effective Date does not occur, the Final Approval Order and this Judgment
15 shall be null and void and shall be vacated, *nunc pro tunc*, except insofar as expressly provided to the
16 contrary in the Settlement, and without prejudice to the *status quo ante* rights of the Plaintiff, Class
17 Members, and Defendant.

18 14. Judgment is hereby entered in accordance with the Settlement. Without affecting the
19 finality of the Final Approval Order or this Judgment in any way, pursuant to California Code of Civil
20 Procedure Section 664.6 and Rule 3.769(h) of the California Rules of Court, this Court reserves exclusive
21 and continuing jurisdiction over this action, the Plaintiff, Participating Class Members, and Defendant, for
22 the purposes of supervising the implementation, enforcement, administration, construction, and
23 interpretation of the Settlement and the releases given in connection therewith, the Preliminary Approval
24 Order, the plan of allocation, the Final Approval Order, and the Judgment, and any other matters related
25 or ancillary to the foregoing.

26 15. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give
27 notice of this Final Approval Order and the Judgment to all Class Members by posting the Order and the
28 Judgment on the Settlement Administrator's website for at least ninety (90) days after entry of judgment.

1
2 **IT IS SO ORDERED.**

3 Dated: 8/1/24



Hon. Harold Hopp
SUPERIOR COURT JUDGE