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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

DEC 03 2025

BY Valerie Uruena
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

ALMA BARRIGA, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

DUCOMMUN INCORPORATED, a Delaware
corporation; DUCOMMUN
AEROSTRUCTURES, INC., A Delaware
corporation; and DOES 1 through 100,

Defendants.

Case No. CIVSB 2028738

*[Assigned for all purposes to the Hon.
Christian Towns, Dept. S26]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AS TO EXCLUDED
EMPLOYEES AND AMENDED FINAL
JUDGMENT**

Date: November 17, 2025
Time: 8:30 a.m.
Dept: S26

Action Filed: December 16, 2020
Trial Date: None Set

1 **[PROPOSED] ORDER & AMENDED JUDGMENT**

2 On December 19, 2022, this Court granted Plaintiff Alma Barriga's Motion for Final
3 Approval of Class Action Settlement, Class Representative Enhancement Award, and Attorneys'
4 Fees and Costs ("Final Approval Motion"), and entered judgment in conformity with the Parties'
5 Stipulation of Settlement ("Settlement Agreement"). In the Court's December 19, 2022 Order
6 Granting Plaintiff's Motion for Final Approval of Class Action Settlement and Final Judgment,
7 the Court certified, for purposes of the Settlement, a Settlement Class comprised of "All current
8 and former non-exempt employees who worked for Defendant Ducommun Aerostructures, Inc.
9 in California at any time from December 16, 2016 through August 29, 2021 (the "Class Period")
10 and who did not sign an individual settlement and release." In its December 19, 2022 Order
11 Granting Plaintiff's Motion for Final Approval of Class Action Settlement and Final Judgment,
12 the Court confirmed Plaintiff as the Class Representative and confirmed Haines Law Group, APC
13 as Class Counsel.

14 Following the Court's December 19, 2022 Order Granting Plaintiff's Motion for Final
15 Approval of Class Action Settlement and the entry of Judgment, settlement payments were sent
16 out to the Settlement Class members. It was ultimately discovered that Defendants excluded
17 certain non-exempt employees from the Settlement, and these employees did not receive notice
18 of the settlement and did not receive a settlement payment. These employees shall be referred to
19 as the "Excluded Employees." The Court ultimately ruled that the Excluded Employees must be
20 included in the Parties' Settlement and that a Class Notice be mailed to the Excluded Employees
21 and have sixty (60) days to opt-out or object to the terms of the Settlement.

22 On July 23, 2025, the Class Notice was mailed to the Excluded Employees, and the
23 Excluded Employees had until September 22, 2025 to submit requests for exclusion, objections,
24 and/or workweek disputes. Now that the notice process is completed as to the Excluded
25 Employees, Plaintiff Alma Barriga ("Plaintiff") now requests that the Court grant final approval
26 with respect to the Excluded Employees and enter this Amended Final Judgment.

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1 Plaintiff's Motion for Final Approval of Class Action Settlement As to Excluded
2 Employees and Request for Settlement Administration Costs, and Attorneys' Fees and Litigation
3 Costs ("Final Approval Motion") came on regularly for hearing before this Court on November
4 17, 2025, at 8:30 a.m., pursuant to California Rule of Court 3.769 and this Court's prior Orders.
5 Having considered the parties' Stipulation of Settlement ("Settlement Agreement" or
6 "Settlement"), and the documents and evidence presented in support thereof, and recognizing the
7 sharply disputed factual and legal issues involved in this case, the risks of further prosecution,
8 and the substantial benefits to be received by the Excluded Employees pursuant to the Settlement,
9 the Court hereby makes a final ruling that the Settlement is fair, reasonable, and adequate, and is
10 the product of good faith, arm's-length negotiations between the parties. Good cause appearing
11 therefor, the Court hereby GRANTS Plaintiff's Final Approval Motion as to the Excluded
12 Employees and hereby ORDERS the following:

13 1. The "Excluded Employees" shall be defined as all current and former non-exempt
14 employees who worked for Defendant Ducommun Aerostructures, Inc. in California at any time
15 from December 16, 2016 through August 29, 2021 and who did not sign an individual settlement
16 and release, and who previously were not sent notice of the Settlement nor receive a settlement
17 payment from the Settlement.

18 2. Final judgment is hereby entered in conformity with the Settlement Agreement,
19 this Court's June 16, 2025 Order, and this Final Approval Order.

20 3. Plaintiff is hereby confirmed as Class Representative. Haines Law Group, APC is
21 hereby confirmed as Class Counsel.

22 4. Notice was provided to Excluded Employees as ordered by the Court in its June
23 16, 2025 Order Re: Joint Stipulation Regarding Mailing of Class Notice to Excluded Employees,
24 and the notice process has been completed in conformity with the Settlement. The Court finds
25 that said notice was the best notice practicable under the circumstances. The Class Notice
26 provided due and adequate notice of the proceedings and matters set forth therein, informed
27 Excluded Employees of their rights, and fully satisfied the requirements of California Code of
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Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

5. The Court finds that no Excluded Employee objected to the Settlement, that no Excluded Employee opted out of the Settlement, and that the 100% participation rate supports final approval.

6. The Court hereby approves the settlement as set forth in the Settlement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement according to its terms.

7. For purposes of settlement only, the Court finds that: (a) the members of the Settlement Class are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined community of interest among members of the Settlement Class with respect to the subject matter of the litigation; (c) the claims of the Class Representative are typical of the claims of the Settlement Class members; (d) the Class Representative has fairly and adequately protected the interests of the Settlement Class members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for the Class Representative and the Settlement Class.

8. The Court finds that given the absence of objections to the Settlement, this Order shall be considered final as of the date of entry.

9. The Court finds that the Settlement Awards, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the Settlement Awards to the Excluded Employees in conformity with the terms of the Settlement.

10. The Court orders that the Gross Settlement Amount of \$788,529.77 shall be deposited by Defendants with the Settlement Administrator, Phoenix Settlement Administrators, within thirty (30) days of the Effective Date.

11. The Court finds that attorneys' fees in the amount of \$262,843.25, and litigation, costs of \$1,765.80 for Class Counsel, are fair, reasonable, and adequate in light of the common fund created by the Settlement, and orders that the Settlement Administrator distribute these

1 payments to Class Counsel in conformity with the terms of the Settlement.

2 12. The Court orders that the Settlement Administrator shall be paid \$7,500.00 from
3 the Gross Settlement Amount in conformity with the terms of the Settlement, for all of its work
4 done and to be done until the completion of this matter and finds that sum appropriate.

5 13. The Court finds that the payment to the California Labor & Workforce
6 Development Agency ("LWDA") in the amount of \$37,500.00 for its share of the settlement of
7 Plaintiff's representative claim under the PAGA is fair, reasonable, and adequate, and orders the
8 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
9 of the Settlement.

10 14. This Court orders that any settlement checks to Excluded Employees shall be
11 negotiable for 180 calendar days from the date of issuance of the check, and that any settlement
12 checks that remain uncashed after 180 days after they are mailed shall be placed in a *cy pres* fund
13 and awarded to Time For Change.

14 15. As of the date that: (i) the Effective Date occurs and (ii) the settlement is fully
15 funded, Plaintiff and every Settlement Class member and Excluded Employee, will have fully
16 released and discharged Defendants and any of Defendants' past or present officers, directors,
17 employees, agents, principals, representatives, fiduciaries, attorneys, accountants, auditors,
18 consultants, partners, investors, shareholders, administrators, insurers and reinsurers, parent
19 companies, subsidiaries, divisions, predecessors, successors, or assigns (collectively, the
20 "Released Parties"), as follows: Settlement Class Members shall have released all claims alleged
21 in the Complaint, or which could have been alleged based on the facts alleged in the Complaint,
22 arising from their employment with Ducommun Aerostructures, Inc. during the Class Period,
23 including claims for: (a) failure to pay all overtime wages; (b) meal period violations; (c) rest
24 period violations; (d) wage statement violations; (e) waiting time penalties; and (g) all claims for
25 unfair business practices premised on the above-mentioned violations, including but not limited
26 to alleged violations of California Labor Code sections 201-203, 204, 226 *et seq.*, 226.7, 510, 512,
27 516, 558, 1194, 1198, relevant Industrial Welfare Commission Wage Order(s), and Business and
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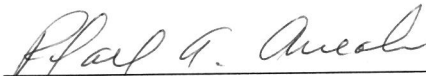
1 Professions Code section 17200 *et seq.*, as well as claims for interest, costs, attorneys' fees,
2 compensatory damages, and all claims for restitution and other equitable relief, injunctive relief,
3 liquidated damages, and any other remedies available under the law. In addition, all Settlement
4 Class members and Excluded Employees who worked for Ducommun Aerostructures, Inc. at any
5 time from December 16, 2019 through August 29, 2021 (the "PAGA Period") shall release
6 Defendants from all claims for civil penalties under PAGA based on the above-mentioned
7 violations, arising from their employment with Ducommun Aerostructures, Inc. during the PAGA
8 Period ("PAGA Released Claims").

9 16. This document shall constitute a final judgment pursuant to California Rule of
10 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
11 approval hearing, the court must make and enter judgment. The judgment must include a provision
12 for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment.
13 The court may not enter an order dismissing the action at the same time as, or after, entry of
14 judgment." The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order,
15 and this Amended Judgment.

16 17. Plaintiff shall file a disbursement declaration on or before November 17, 2026. A
17 Final Accounting Hearing is hereby set for 12.01, 2026 at 830
18 a.m./p.m.

19 **IT IS SO ORDERED.**

20 Dated: 12-3-25


Honorable ~~Christian Towns~~
Judge of the Superior Court

RAFAEL A ARREOLA