

FILED
KERN COUNTY

AUG - 5 2022

BY _____ DEPUTY

ENDORSED

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF KERN**

LEOPOLDO ORDAZ, as an individual and
on behalf of all others similarly situated,

Plaintiffs,

vs.

METLANG LLC, a Delaware limited
liability company; and DOES 1 through 50,
inclusive,

Defendants.

Case No.: BCV-20-102983

[Assigned for all purposes to the Hon. Thomas
S. Clark, Department 17]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND JUDGMENT**

Date: August 5, 2022

Time: 8:30 A.M.

Dept.: 17

1 Plaintiff Leopoldo Ordaz ("Plaintiff") and Defendant Metlang LLC ("Defendant")
2 (collectively, the "Settling Parties") have entered into the Joint Stipulation of Class Action
3 Settlement and Release ("Settlement Agreement" or "Stipulation") to settle the above-
4 captioned class action subject to the Court's approval (the "Settlement").

5 This matter is now before the Court on Plaintiff's Motion for Final Approval of Class
6 Action Settlement. The Court has read, heard, and considered all the pleadings and documents
7 submitted, and the presentations made in connection with the Motion which came on for
8 hearing on August 5, 2022.

9 **I. BACKGROUND**

10 On December 1, 2020, Plaintiff submitted his written notice to the Labor Workforce
11 Development Agency (the "LWDA") LWDA alleging violation of Labor Code § 226(a),
12 arising from Defendant's alleged failure to provide accurate, itemized wage statements
13 ("PAGA Notice"). On December 22, 2020, Plaintiff filed this Action in the Kern County
14 Superior Court alleging two causes of action for: (1) violation of Labor Code § 226(a); and (2)
15 violation of the Private Attorneys General Act (the "PAGA"), Labor Code § 2698, *et seq.*
16 Defendant filed its Answer on February 10, 2021.

17 **A. Class Members and PAGA Representative Action Members**

18 The "Class Members" are defined as: all current and former employees of Defendant in
19 the State of California who were paid wages at any time from June 27, 2019 through February
20 11, 2021 (the "Class").

21 **B. Operation of the Settlement**

22 Pursuant to the Preliminary Approval Order, this Court conditionally certified the Class
23 and granted preliminary approval of the Settlement. The Preliminary Approval Order also
24 approved of the proposed form of class notice and notice plan. The Court entered the
25 Preliminary Approval Order after review and consideration of the pleadings filed in connection
26 herewith, and the oral presentations made by counsel at the hearing.

27 In compliance with the Preliminary Approval Order, the Notice of Class Action
28 Settlement ("Notice") was sent to all Class Members via U.S. first class mail. The notice

1 dissemination process was timely completed.

2 This Court finds that the Settlement appears to be the product of serious, informed,
3 non-collusive negotiations, has no obvious deficiencies, and does not improperly grant
4 preferential treatment to any individuals. The Court further finds that the Settlement is fair,
5 reasonable, and adequate and that Plaintiff has satisfied the standards for final approval of a
6 class action settlement under California law. Under the provisions of California Code of Civil
7 Procedure § 382 and Federal Rule of Civil Procedure 23, as approved for use by the California
8 state court in *Vasquez v. Superior Court* (1971) 4 Cal. 3d 800, 821, the trial court has
9 discretion to certify a class where:

10 [Q]uestions of law or fact common to the members of the class
11 predominate over any questions affecting only individual members,
12 and that a class action is superior to the available methods for the
13 fair and efficient adjudication of the controversy ... Fed. R. Civ.
14 Proc. 23.

15 Certification of a settlement class is the appropriate judicial device under these circumstances.

16 Based on the foregoing, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED
17 AS FOLLOWS:

18 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
19 Settlement Agreement filed in this case.

20 2. The Court has jurisdiction over the subject matter of the litigation, the Class
21 Representative, the other members of the Participating Settlement Class, and Defendants.

22 3. The Court finds that the dissemination of the Notice to the Class Members
23 constituted the best notice practicable under the circumstances to all persons within the
24 definition of the Class, and fully met the requirements of California law and due process under
25 the United States Constitution. No objections were received by the Parties or the Court through
26 the date of this Order. The Court finds that only a single Class Member submitted a request for
27 exclusion from the settlement as determined by the Claims Administrator.

28 4. The Court approves the settlement of the above-captioned action, as set forth in
the Settlement Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The

1 Settling Parties are directed to perform in accordance with the terms set forth in the Settlement
2 Agreement.

3 5. Except as otherwise provided in the Settlement Agreement, the Settling Parties
4 are to bear their own costs and attorneys' fees.

5 6. The Court hereby certifies the following Class for settlement purposes only: all
6 current and former employees of Defendant in the State of California who were paid wages at
7 any time from June 27, 2019 through February 11, 2021.

8 7. With respect to the Class and for purposes of approving the Settlement only and
9 for no other purpose, this Court finds and concludes that: (a) the members of the Class are
10 ascertainable and so numerous that joinder of all members is impracticable; (b) there are
11 questions of law or fact common to the Class, and there is a well-defined community of
12 interest among members of the Class with respect to the subject matter of the claims in the
13 Litigation; (c) the claims of Class Representative is typical of the claims of the members of the
14 Class; (d) the Class Representative has fairly and adequately protected the interests of the
15 members of the Class; (e) a class action is superior to other available methods for an efficient
16 adjudication of this controversy; and (f) the counsel of record for the Class Representative, *i.e.*,
17 Class Counsel, are qualified to serve as counsel for the Plaintiff in her individual and
18 representative capacity and for the Class.

19 8. Defendants shall fund \$675,000.00 of the total settlement amount pursuant to the
20 terms of the Settlement Agreement.

21 9. The Court approves the individual settlement payment amounts, which shall be
22 distributed pursuant to the terms of the Settlement Agreement.

23 10. The \$675,000.00 Settlement Amount shall be used to pay (a) Class Counsel
24 attorneys' fees in the amount of \$236,250.00 and reimbursement of litigation costs in the
25 amount of \$9,829.16 (b) a service award to the Class Representative Leopoldo Ordaz to
26 reimburse him for his unique services in the following amount: \$15,000.00; and (c) \$7,250.00
27 to the settlement administrator – Phoenix Settlement Administrators (the "Claims

28 Administrator") for its fees and costs relating to the settlement administration process. The

(d) \$40,000 LWDA allocation of which \$30,000 is to be distributed

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[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION

to LWDA and \$10,000 to class members. te
SETTLEMENT AND JUDGMENT

1 Court finds that these amounts are fair and reasonable. Defendants are directed to make such
2 payments in accordance with the terms of the Settlement Agreement. The allocation and
3 distribution of these amounts shall be performed by Claims Administrator.

4 11. As of the date of this Order, all Participating Settlement Class Members are
5 hereby deemed to have waived and released all Released Claims and are forever barred and
6 enjoined from prosecuting the Released Claims against the Released Parties as fully set forth in
7 the Settlement Agreement. The Settlement Agreement is not an admission of liability or
8 wrongdoing by Defendants, nor is this Order a finding of the validity of any claims in the
9 Action or of any fault, omission, or wrongdoing by Defendants.

10 12. The Court hereby enters final judgment in this case in accordance with the terms
11 of the Settlement, Preliminary Approval Order, and this Order.

12 13. Without affecting the finality of the Settlement or Judgment entered, this Court
13 shall retain exclusive and continuing jurisdiction over the action and the Parties, including all
14 Participating Settlement Class Members, for purposes of enforcing and interpreting this Order
15 and the Settlement.

16 *14. Notice is to be given to class members by posting the
Order and Judgment on the settlement administrator's website
for a period of 60 days. te*
17 **IT IS SO ORDERED AND ADJUDGED.**

18 DATED: 8-5-22

19 
HON. THOMAS S. CLARK
SUPERIOR COURT OF CALIFORNIA