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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

FRANCISCO RAMIREZ GONZALEZ, as an
individual and on behalf of all others similarly
situated,

Plaintiff,

vs.

TOMARCO CONTRACTOR SPECIALTIES,
INC., a California Corporation; and DOES 1
through 100,

Defendants.

Case No. 19STCV20723

CLASS ACTION

*[Assigned for all purposes to Hon.
Carolyn B. Kuhl, Dept. SSC-12]*

**~~[PROPOSED]~~ ORDER GRANTING
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE INCENTIVE
AWARD, AND ATTORNEYS' FEES
AND COSTS**

Date: February 9, 2022
Time: 10:30 a.m.
Dept.: SSC-12

Complaint Filed: June 14, 2019
Trial Date: None set

ORDER

The Motion of Plaintiff Francisco Ramirez Gonzalez (“Plaintiff”) for Final Approval of Class Action Settlement, Class Representative Incentive Award, and Attorneys’ Fees and Costs (“Final Approval Motion”) came on regularly for hearing before this Court on February 9, 2022 at 10:30 a.m., pursuant to California Rule of Court 3.769 and this Court’s earlier Order Granting Preliminary Approval of Class Action Settlement. Having considered the parties’ Stipulation of Settlement (“Settlement Agreement” or “Settlement”) and the documents and evidence presented in support thereof, and recognizing the sharply disputed factual and legal issues involved in this case, the risks of further prosecution, and the substantial benefits to be received by the Settlement Class pursuant to the Settlement, the Court hereby makes a final ruling that the Settlement is fair, reasonable, and adequate, and is the product of good faith, arm’s-length negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff’s Final Approval Motion and hereby ORDERS the following:

1. The conditional class certification is hereby made final, and the Court thus certifies, for purposes of the Settlement, a Settlement Class consisting of the following:

All current and former non-exempt Production Department employees employed by Tomarco Contractor Specialties, Inc. (“Tomarco”) in the State of California at any time from June 14, 2015 through February 26, 2021 (the “Class Period”).

2. Plaintiff Francisco Ramirez Gonzalez is hereby confirmed as Class Representative. Paul K. Haines and Tuvia Korobkin of Haines Law Group, APC are hereby confirmed as Class Counsel.

3. Notice was provided to Settlement Class members as set forth in the Settlement, which was approved by the Court on August 31, 2021, and the notice process has been completed in conformity with the Settlement. The Court finds that said notice was the best notice practicable under the circumstances. The Class Notice provided due and adequate notice of the proceedings and matters set forth therein, informed Settlement Class members of their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

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1 4. The Court finds that no Settlement Class member objected to the Settlement, that
2 no Settlement Class member opted out of the Settlement, and that the 100% participation rate in
3 the Settlement supports final approval.

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

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

16 7. Given the absence of objections, and objections being a necessary prerequisite for
17 an appeal, the Court finds that “Final Approval,” as defined in the Settlement, shall have occurred
18 on the date this Order and the accompanying Judgment are entered.

19 8. The Court orders that Tomarco shall deposit the Gross Settlement Amount into an
20 account established by Phoenix Settlement Administrators (“Settlement Administrator”) within
21 21 days of the date of the entry of this Order.

22 9. The Court finds that the individual Settlement Shares, as provided for in the
23 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
24 distribute the individual Settlement Shares in conformity with the terms of the Settlement.

25 10. The Court finds that the incentive award in the amount of ~~\$7,500~~ ^{\$5000.00} to Plaintiff is
26 appropriate for his risks undertaken and his service to the Settlement Class. The Court finds that
27 this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make
28 this payment in conformity with the terms of the Settlement.

1 11. The Court finds that attorneys’ fees in the amount of \$183,333.33, and litigation
2 costs of \$24,025.39 for Class Counsel are fair, reasonable, and adequate in light of the common
3 fund created by this litigation, and orders that the Settlement Administrator distribute these
4 payments to Class Counsel in conformity with the terms of the Settlement.

5 12. The Court orders that the Settlement Administrator shall be paid \$6,500 from the
6 Gross Settlement Amount for all of its work done and to be done until the completion of this
7 matter, and finds that sum appropriate.

8 13. The Court finds that the payment to the California Labor & Workforce
9 Development Agency (“LWDA”) in the amount of \$37,500 for its share of the settlement of
10 Plaintiff’s representative action under the California Labor Code Private Attorneys General Act
11 (“PAGA”) is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
12 this payment to the LWDA in conformity with the terms of the Settlement.

13 14. Upon satisfaction of all obligations under the Settlement and this Order, including
14 the Settlement being fully funded, and by virtue of the accompanying Judgment, Plaintiff and
15 every member of the Settlement Class will fully release and discharge Tomarco, and its current
16 and former officers, directors, and agents, and the successors and assigns of all such entities and
17 individuals (“Released Parties”) from any and all claims, causes of action, damages, wages,
18 benefits, expenses, penalties, debts, liabilities, demands, obligations, attorneys’ fees, costs, and
19 any other form of relief or remedy in law, equity, or whatever kind or nature, that are alleged in
20 the Complaint, including claims for: (i) unpaid overtime wages under Cal. Labor Code §§ 204,
21 510, 558, 1194, 1198; (ii) unpaid minimum wages under Cal. Labor Code §§ 1182.12, 1194,
22 1194.2, 1197, 1198; (iii) failure to authorize and permit rest periods under Cal. Labor Code §§
23 226.7, 516, 558; (iv) failure to provide meal periods under Cal. Labor Code §§ 226.7, 512, 558;
24 and all claims for unfair competition (Cal. Bus. & Prof. Code § 17200 *et seq.*) or for civil penalties
25 under the PAGA based on the above violations (collectively, the “Released Claims”). This release
26 shall run for the duration of the Class Period.

27 15. The Court finds that, pursuant to the Settlement, and in consideration of his
28 incentive award, Plaintiff, upon satisfaction of all obligations under the Settlement and this Order,

1 including the Settlement being fully funded, shall, by virtue of the accompanying Judgment, in
2 addition to the Released Claims described above, release all claims, whether known or unknown,
3 under federal or state law, against the Released Parties, that could have been alleged based on the
4 factual allegations in the Complaint, to the extent permitted by law, through the date the
5 Settlement was signed by Plaintiff ("Plaintiff's Released Claims"). Plaintiff understands that this
6 release includes unknown claims and that he is, with respect to Plaintiff's Released Claims,
7 waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which
8 provides: "A general release does not extend to claims which the creditor or releasing party does
9 not know or suspect to exist in his or her favor at the time of executing the release and that, if
10 known by him or her, would have materially affected his or her settlement with the debtor or
11 released party." Specifically excluded from Plaintiff's Released Claims are any claims that cannot
12 be released as a matter of law, such as claims for workers compensation benefits or unemployment
13 benefits.

14 16. The Settlement Administrator shall make a final report of disbursement by
15 11/7, 2022. A Non-Appearance Case Review Re: Submission of the Final Report of
16 Disbursement is scheduled for 11/9/2022, 2022 at 4:30 ~~a.m.~~/p.m.

17 **IT IS SO ORDERED.**

18
19 Dated: 2/10/2022





Kenneth R. Freeman / Judge

Honorable Carolyn B. Kuhl
Judge of the Superior Court