

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Elizabeth Nguyen (SBN 238571)
enguyen@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff MAYRA CORTES

[Additional counsel on following page]

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

MAYRA CORTES, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

WETMORE TOOL AND ENGINEERING
COMPANY, a Delaware; and DOES 1
through 100, inclusive,
Defendants.

Case No.: CIVDS2016160

*[Assigned for all purposes to the Hon. David
Cohn, Dept. S-26]*

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

Date: October 20, 2021
Time: 10:00 a.m.
Dept.: S-26

Concurrently filed with:

- ❖ *Plaintiff's Notice of Motion and Motion for Final Approval of Class Action Settlement, Class Representative's Service Award, and Attorneys' Fees and Costs; MPA in Support Thereof*
- ❖ *Declaration of Elizabeth Nguyen*
- ❖ *Declaration of Scott M. Lidman*
- ❖ *Declaration of Milan Moore*
- ❖ *Declaration of Paul K. Haines*
- ❖ *Declaration of Plaintiff Mayra Cortes*
- ❖ *Declaration of Elizabeth Kruckenberg*
- ❖ *Proposed Final Judgment*

Action Filed: July 23, 2020
Trial Date: None Set

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
MAYRA CORTES

1 This matter came on regularly for hearing before this Court on October 20, 2021,
2 pursuant to California Rule of Court 3.769 and this Court's June 14, 2021 Order Granting
3 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having
4 considered the parties' Stipulation of Settlement (hereinafter as "Settlement" or "Settlement
5 Agreement")¹ and the documents and evidence presented in support thereof, and recognizing the
6 sharply disputed factual and legal issues involved in this case, the risks of further prosecution
7 and the substantial benefits to be received by the Settlement Class pursuant to the Settlement,
8 the Court hereby makes a final ruling that the proposed Settlement is fair, reasonable, and
9 adequate, and is the product of good faith, arm's-length negotiations between the parties. Good
10 cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Final Approval of
11 Class Action Settlement and ORDERS as follows:

12 1. The conditional class certification contained in the Preliminary Approval Order is
13 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement
14 Class consisting of:

15 All current and former non-exempt, hourly, employees of Defendant
16 Wetmore Tool and Engineering Company who worked in California at
17 any time between July 23, 2016 and June 14, 2021.

18 2. For purposes of the Settlement, "PAGA Employees" is defined as: all current and
19 former non-exempt, hourly, employees of Defendant Wetmore Tool and Engineering Company
20 who worked in California (including those who submit a Request for Exclusion) at any time
21 between July 23, 2019 and June 14, 2021 ("PAGA Period").

22 3. Plaintiff Mayra Cortes is hereby confirmed as Class Representative, and Scott M.
23 Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC and Paul K. Haines of
24 Haines Law Group, APC are hereby confirmed as Class Counsel.

25
26
27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that
28 assigned to them in the Settlement.

1 4. Notice was provided to the Settlement Class as set forth in the Settlement. The
2 form and manner of notice were approved by the Court on June 14, 2021, and the notice process
3 has been completed in conformity with the Court's Order. The Court finds that said notice was
4 the best notice practicable under the circumstances. The Notice Packet provided due and
5 adequate notice of the proceedings and matters set forth therein, informed Settlement Class
6 members of their rights, and fully satisfied the requirements of California Code of Civil
7 Procedure § 1781(e), California Rule of Court 3.769, and due process.

8 5. The Court finds that no Settlement Class member objected to the Settlement and
9 no Settlement class members have opted out of the Settlement, and that the 100% participation
10 rate in the Settlement supports final approval.

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

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

23 8. The Court finds that given the absence of objections to the Settlement, and
24 objections being a prerequisite to appeal, that this Order shall be considered final as of the date
25 of notice of entry.

1 9. The Court orders that Wetmore Tool and Engineering Company deliver the Gross
2 Settlement Amount of \$990,000.00 to Phoenix Settlement Administrators, the Settlement
3 Administration, as provided for in the Settlement.

4 10. The Court finds that the settlement payments, as provided for in the Settlement,
5 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
6 individual payments in conformity with the terms of the Settlement.

7 11. The Court finds that a service award in the amount of \$10,000.00 for Plaintiff
8 Mayra Cortes (of which \$5,000 is specifically designated in the Settlement as consideration for
9 Plaintiff's agreement to separate her employment) is appropriate for his risks undertaken and
10 service to the Settlement Class. The Court finds that this award is fair, reasonable, and adequate,
11 and orders that the Settlement Administrator make this payment in conformity with the terms of
12 the Settlement.

13 12. The Court finds that total attorneys' fees in the amount of \$330,000.00, and actual
14 litigation costs of \$10,320.31 for Class Counsel, are fair, reasonable, and adequate, and orders
15 that the Settlement Administrator distribute these payments to Class Counsel in conformity with
16 the terms of the Settlement and this Order.

17 13. The Court orders that the Settlement Administrator shall be paid \$8,250.00 from
18 the Gross Settlement Amount for all of its work done and to be done until the completion of this
19 matter, and finds that sum appropriate and orders that the Settlement Administrator distribute
20 these payments in conformity with the terms of the Settlement and this Order.

21 14. The Court finds that the payment to the California Labor & Workforce
22 Development Agency ("LWDA") in the amount of \$37,500.00 for its share of the settlement of
23 Plaintiff's representative action under the California Labor Code Private Attorneys General Act
24 ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
25 this payment to the LWDA in conformity with the terms of the Settlement and this Order.

26 15. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for
27 the portion of the Net Settlement Amount allocated to wages shall be paid by or on behalf of
28

1 Defendant Wetmore Tool and Engineering Company separately, and in addition to, the Gross
2 Settlement Amount prior to the distribution deadline.

3 16. The Court finds and determines that upon satisfaction of all obligations under the
4 Settlement and this Order, all Settlement Class members, will be bound by the Settlement, will
5 have released the Released Claims as set forth in the Settlement, and will be permanently barred
6 from prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

7 17. The Settlement is not an admission by Defendant nor is this Order a finding of
8 the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the
9 Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement,
10 shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of
11 Defendant.

12 18. The Court will retain jurisdiction to enforce the Settlement, this Final Approval
13 Order, and the Judgment entered in connection with the Settlement.

14 19. The Settlement Administrator shall file a declaration regarding the disbursement
15 of Settlement funds on or before August 22, 2023.

16 **IT IS SO ORDERED.**

17 Dated: _____, 2021

Honorable David Cohn
Judge of the Superior Court