

CIV-130

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): Joseph Lavi, Esq. (SBN 209776); Vincent C. Granberry, Esq. (SBN 276483) Melissa A. Huether, Esq. (SBN 316604) LAVI & EBRAHIMIAN, LLP; 8889 W. Olympic Blvd., Ste. 200 Beverly Hills, CA 90211 TELEPHONE NO.: (310) 432-0000 FAX NO. (Optional): (310) 432-0001 E-MAIL ADDRESS (Optional): mhuether@lavielawfirm.com ATTORNEY FOR (Name): NOE ALARCON GONZALEZ, and Others Similarly Situated		FOR COURT USE ONLY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 N. Hill Street MAILING ADDRESS: 111 N. Hill Street CITY AND ZIP CODE: Los Angeles, CA 90012 BRANCH NAME: Stanley Mosk Courthouse		
PLAINTIFF/PETITIONER: NOE ALARCON GONZALEZ, and Others Similarly Situated DEFENDANT/RESPONDENT: IPS CORPORATION, et al.		
NOTICE OF ENTRY OF JUDGMENT OR ORDER (Check one): ☒ UNLIMITED CASE (Amount demanded exceeded \$25,000) ☐ LIMITED CASE (Amount demanded was \$25,000 or less)		CASE NUMBER: 21STCV15832

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): 08/22/2022
2. A copy of the judgment, decree, or order is attached to this notice.

Date: 08/29/2022

Melissa A. Huether, Esq. (Attorney for Plaintiff)

(TYPE OR PRINT NAME) ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY



(SIGNATURE)

PLAINTIFF/PETITIONER: NOE ALARCON GONZALEZ, and Others Similarly Situated	CASE NUMBER: 21STCV15832
DEFENDANT/RESPONDENT: IPS CORPORATION, et al.	

**PROOF OF SERVICE BY FIRST-CLASS MAIL
NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is *(specify)*:

 2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and *(check one)*:
 - a. ☐ deposited the sealed envelope with the United States Postal Service.
 - b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.
 3. The *Notice of Entry of Judgment or Order* was mailed:
 - a. on *(date)*:
 - b. from *(city and state)*:
 4. The envelope was addressed and mailed as follows:

a. Name of person served: Street address: City: State and zip code: b. Name of person served: Street address: City: State and zip code:	c. Name of person served: Street address: City: State and zip code: d. Name of person served: Street address: City: State and zip code:
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- ☐ Names and addresses of additional persons served are attached. *(You may use form POS-030(P).)*
5. Number of pages attached: _____

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: _____

(TYPE OR PRINT NAME OF DECLARANT)

▶

(SIGNATURE OF DECLARANT)

“EXHIBIT 1”

LAVI & EBRAHIMIAN, LLP
 JOSEPH LAVI (SBN. 209776), jlavi@lelawfirm.com
 VINCENT C. GRANBERRY, (SBN 276483), vgranberry@lelawfirm.com
 MELISSA A. HUETHER, (SBN 316604), mhuether@lelawfirm.com
 8889 W. Olympic Blvd., Suite 200
 Beverly Hills, California 90211
 Telephone: (310) 432-0000
 Facsimile: (310) 432-0001

*Attorneys for Plaintiff Noe Alarcon Gonzalez,
 on behalf of himself and others similarly situated*

MITCHELL SILBERBERG & KNUPP LLP
 KEVIN E. GAUT (SBN 117352), keg@msk.com
 EMMA LUEVANO (SBN 198421), eyl@msk.com
 2049 Century Park East, 18th Floor
 Los Angeles, CA 90067-3120
 Telephone: (310) 312-2000
 Facsimile: (310) 312-3100

*Attorneys for Defendants IPS Corporation and
 Weld-On Adhesives, Inc..*

FILED
 Superior Court of California
 County of Los Angeles
08/22/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: A. Lim Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES—SPRING STREET COURTHOUSE

NOE ALARCON GONZALEZ, on behalf of
 himself and others similarly situated,

Plaintiff,

v.

IPS CORPORATION; WELD-ON
 ADHESIVES, INC.; and DOES 1 to
 100, inclusive,

Defendants.

Case No. 21STCV15832

The Honorable William F. Highberger

**[PROPOSED] JUDGMENT AND ORDER
 GRANTING FINAL APPROVAL OF
 CLASS ACTION AND PAGA
 REPRESENTATIVE ACTION
 SETTLEMENT**

Date: August 22, 2022

Time: 10:00 a.m.

Dept. No: 10 - SSC

File Date: April 27, 2021

Trial Date: To be set

On August 10, 2022, the Court heard the Parties' application for final approval of the Settlement set forth in the "Joint Stipulation of Settlement" (the "Joint Stipulation of Settlement"). Capitalized terms used in this Judgment are as defined in the Joint Stipulation of Settlement. The Court has considered all papers filed, and the other information presented, and based on those papers and information presented,

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. This Court has jurisdiction over the subject matter of the Action and over all parties to the Action, including all members of the Settlement Class and all PAGA Employees.

2. The Settlement Class is defined as the following: All persons employed by Defendant in a Job Position during any portion of the Class Period. The Settlement Class shall include any heirs, successors, or assigns or purported assigns of the above-described persons. The "Job Position" means any hourly non-exempt California-based job position with Defendants or any predecessors, except for positions at the Gilroy facility. The "Class Period" means the time period from and including October 30, 2016 through and including October 5, 2021. The "PAGA Employees" mean Settlement Class Members, including any Opt Outs, who were employed in a Job Position during any part of the PAGA Period. The "PAGA Period" means the time period from and including October 30, 2019 to October 5, 2021.

3. Pursuant to Code of Civil Procedure section 382 and Rule 3.769 of the California Rules of Court, and pursuant to California Labor Code section 2699(l)(2), the Court grants final approval of the Settlement as set forth in the Joint Stipulation of Settlement. For settlement purposes only, the Court finds that Plaintiff Noe Alarcon Gonzalez is an adequate representative of the Settlement Class and appoints him as such. The Court also approves a representative action under the Private Attorneys General Act, California Labor Code section 2698 et. seq. ("PAGA") on behalf of the PAGA Employees and finds that Noe Alarcon Gonzalez is also an adequate representative of the PAGA Employees.

4. The Court finds that Joseph Lavi, Vincent C. Granberry, and Melissa A. Huether of Lavi & Ebrahimian, LLP have adequately represented the Settlement Class and the PAGA

1 Employees and are appointed as Class Counsel for the Settlement Class and as counsel for the
2 represented PAGA Employees.

3 5. The Court finds that said Settlement is, in all respects, fair, reasonable, and
4 adequate to the Settlement Class and the PAGA Employees when balanced against the probable
5 outcome of extensive and costly litigation. Substantial investigation and research have been
6 conducted such that counsel for the Parties are reasonably able to evaluate their respective
7 positions. It appears to the Court that Settlement will avoid substantial additional costs by all
8 Parties, as well as the delay and uncertainties that would be presented by further prosecution of the
9 Action. The Court finds the Settlement that has been reached is the result of intensive, non-
10 collusive, arm's-length negotiations, mediation with an experienced, third-party neutral.

11 6. The Court determines that the Parties complied with the distribution of the Class
12 Notice to the Settlement Class and PAGA Employees in the manner and form set forth in the
13 Preliminary Approval Order, that the Class Notice provided to the Settlement Class and PAGA
14 Employees was the best notice practicable under the circumstances, and that the Class Notice
15 constituted due and sufficient notice to all persons entitled to such notice.

16 7. The procedures required by the Preliminary Approval Order have been carried out
17 and satisfy due process requirements such that all absent Settlement Class Members been given
18 adequate opportunity to participate fully in the exclusion and the approval process, and all PAGA
19 Employees have been given adequate opportunity to be heard and to participate in the approval
20 process.

21 8. There were two (2) valid Requests for Exclusion to the Settlement in response to
22 the Class Notice. The names of those Opt Outs are the following: Beverly Thompson and Ricardo
23 Rodriguez.

24 9. The Settlement Class, including Plaintiff and all the Settlement Class Members
25 who are not Opt Outs, shall be deemed conclusively to have made the following releases as set
26 forth in the Joint Stipulation of Settlement, which shall have the force and effect of res judicata as
27 to each of them:

1 The “Released Parties” means: (a) Defendants and each and all past
2 or present partners, parents, subsidiaries, or affiliates (regardless
3 whether such partners, parents, subsidiaries, or affiliates are
4 individuals, corporations, partnerships, limited partnerships, limited
5 liability companies, or other forms of entity) of either Defendant; (b)
6 each and all of the predecessor or successor entities of any of those
7 entities identified in subparagraph (a); (c) any other individuals or
8 entities of any kind, including but not limited to any payroll
9 companies, which have been or could be alleged to be in any manner
10 responsible (whether on an alter ego, joint employer, integrated
11 enterprise, or any other theory) for any violations described in the
12 releases below and occurring as a result of employment in a Job
13 Position; and (d) all past and present directors, officers,
14 representatives, insurers, agents, shareholders, limited or general
15 partners, members, lawyers, and employees of any of the individuals
16 or entities identified in subparagraphs (a), (b), or (c).

17 Each Settlement Class Member, except the Opt Outs identified in
18 paragraph 8 fully, hereby fully, finally, and forever releases and
19 discharges each and every one of the Released Parties from all
20 claims, demands, rights, liabilities, and causes of action arising in
21 whole or in part during the Class Period, for any of the following:
22 (a) any alleged or actual failure to provide or maintain proper,
23 accurate, timely, adequately descriptive, or complete wage
24 statements or pay stubs or other records required to preserve wage
25 statement information; any alleged or actual failure to timely, fully,
26 properly, or completely pay, or any alleged or actual failure to
27 properly calculate, any minimum wages, regular wages, overtime
28 premium wages, meal or rest period premium wages, or other wages
or payments owed to Participating Class Members; any alleged or
actual failure to comply with meal or rest period requirements; any
actual or alleged failure to timely pay all wages or compensation
owed to a fired, quitting, or otherwise departing employee; or any
alleged or actual failure to pay any interest or penalties owed as a
result of any of the foregoing; or (b) in any manner arising out of
any of the other facts or legal theories alleged or asserted in: (i) the
Action, whether formally raised in the original complaint, the
amended complaints to be filed under this Settlement, or otherwise;
or (ii) Plaintiff’s PAGA letters to the LWDA (including the April
27, 2021 letter and the December 29, 2021 letter (collectively, the
“Released Class Claims”).

29 The Released Class Claims include without limitation, but in each
30 case only to the extent described in the preceding paragraphs, any
31 claims: (a) arising under or out of any federal, California or local
32 wage, wage statement, meal or rest period, cost reimbursement,
33 employee record or retention, overtime, or related laws (including,
34 but not limited to, the Fair Labor Standards Act and the California
35 Labor Code); (b) arising under or out of any unfair competition laws
36 as defined in California Business and Professions Code Section
37 17200 et seq. or PAGA; and (c) for declaratory or injunctive relief
38 or for monetary compensation, whether in the form of wages,

1 damages, liquidated damages, penalties, restitution, costs, attorneys' fees, interest, or otherwise.

2 The Released Class Claims extend to and include all known or
3 unknown, suspected or unsuspected such claims, and all such claims
4 shall be released and barred regardless of the discovery or existence
5 of any facts in addition to or different from those which the
6 releasing Settlement Class Member knows or believes to be true
7 with respect to the subject matter of the Released Class Claims.

8 10. Each of the PAGA Employees, including Plaintiff and all Settlement Class
9 Members who meet that definition even if they are Opt Outs identified in paragraph 8, shall be
10 deemed conclusively to have made the following releases as set forth in the Joint Stipulation of
11 Settlement, which shall have the force and effect of res judicata as to each of them:

12 Each PAGA Employee fully, finally, and forever releases and
13 discharges each and every one of the Released Parties from all
14 PAGA claims, arising in whole or in part, during the PAGA Period,
15 which in any manner: (a) derive from any of the matters described in
16 foregoing Released Class Claims; or (b) in any manner arise out of
17 any of the other facts or legal theories alleged or asserted in: (i) the
18 Action; (ii) Plaintiff's PAGA letters to the LWDA, (including the
19 April 27, 2021 letter and the December 29, 2021 letter (the
20 "Released PAGA Claims").

21 The Released PAGA Claims extend to and include all known or
22 unknown, suspected or unsuspected such claims, and all such claims
23 shall be released and barred regardless of the discovery or existence
24 of any facts in addition to or different from those which any PAGA
25 Employee knows or believes to be true with respect to the subject
26 matter of the PAGA Released Claims.

27 11. The Released Class Claims and Released PAGA Claims include any claim of the
28 kind described in Paragraphs 9 or 10 above whether or not any Settlement Class Member or
PAGA Employee has directly or indirectly assigned, transferred, encumbered, or purported to
assign, transfer, or encumber, to any person or entity, whether by operation of law or otherwise,
any portion of any Released Class Claims or Released PAGA Claims.

12. All Settlement Class Members (except any Opt Outs identified in paragraph 8) and
all PAGA Employees shall be bound by all of the releases and other terms of the Joint Stipulation
of Settlement and this Judgment, whether or not they actually receive or cash their settlement
checks for their Class Member Allocation Amount or Individual PAGA Payments, and shall not
be permitted to seek any further payment or any personal relief of any kind, including any

1 payment for damages, wages, compensation, fees, costs, penalties, or interest, other than their
2 respective Class Member Allocation Amount or Individual PAGA Payment on account of the
3 Released Class Claims or Released PAGA Claims.

4 13. Each Settlement Class Member (except any Opt Outs identified in paragraph 8) and
5 each PAGA Employee shall not hereafter, individually or as a member of any class or
6 representative proceeding, file any civil action, lawsuit, grievance, demand for arbitration, charge,
7 claim, and/or administrative complaint against Defendant or any of the Released Parties, based
8 upon any Released Class Claims or Released PAGA Claims.

9 14. The Settlement is not an admission by Defendants or any Released Party, nor is this
10 Judgment a finding of the validity of any wrongdoing by Defendants or any Released Party.
11 Neither the Joint Stipulation of Settlement, nor any document referenced therein, nor any action
12 taken to carry out the Joint Stipulation of Settlement: (a) will be construed as or used as an
13 admission of liability by Defendants or any Released Party or an admission that any of
14 Defendants' defenses in the Action are without merit; (b) will be disclosed, referred to, or offered
15 in evidence against Defendants or any Released Party in any proceeding, except for purposes of
16 effectuating the Settlement; provided, however, the Settlement may be admitted in evidence and
17 otherwise used in any proceeding to enforce its terms, or in defense of any claims released or
18 barred by the Settlement or this Judgment.

19 15. The Court approves class representative enhancement fees to Plaintiff Noe Alarcon
20 Gonzalez in the amount of Seven Thousand Five Hundred Dollars and No Cents (\$7,500.00),
21 which the Court determines to be fair and reasonable.

22 16. The Court awards attorneys' fees to Lavi & Ebrahimian, LLP, in the amount of
23 One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00), which the Court determines to
24 be fair and reasonable.

25 17. The Court awards costs to Lavi & Ebrahimian, LLP, in the amount of Ten
26 Thousand One Hundred Thirty-Eight Dollars and Twenty-Five Cents (\$10,138.25), which the
27 Court determines to be fair and reasonable.

1 18. The Court approves a payment of Thirty Thousand Dollars and No Cents
2 (\$30,000.00) to California's Labor and Workforce Development Agency.

3 19. The Court approves a payment of Eight Thousand Five Hundred Dollars and No
4 Cents (\$8,500) to CPT Group for services as settlement administrator.

5 20. The Court directs the Parties to effectuate the Settlement according to the terms of
6 the Joint Stipulation of Settlement, including payment to Participating Class Members and to
7 PAGA Employees in accordance with the terms of the Joint Stipulation of Settlement. Within five
8 (5) business days of the Effective Date, Defendant will provide to the Settlement Administrator
9 the Maximum Settlement Amount and an amount sufficient to pay the employer's share of taxes
10 on the wage portion of Class Member Allocation Amounts. Within ten (10) business days after the
11 Effective Date, the Settlement Administrator will pay Participating Class Members, PAGA
12 Employees, Class Counsel, Plaintiff, the LWDA, and itself pursuant to the terms of the Settlement.

13 21. Settlement checks remaining uncashed after one hundred and eighty (180) from the
14 date of issuance of the check will be transmitted to the California State Controller's Office
15 Unclaimed Property Division in the name of the Participating Class Member and/or PAGA
16 Employee.

17 22. The Parties shall bear all their own costs and attorneys' fees, except as otherwise
18 set forth in the Joint Stipulation of Settlement or this Judgment.

19 23. Pursuant to California Rule of Court, Rule 3.769(h), and without affecting the
20 finality of this Judgment, the Court shall retain jurisdiction over the parties to enforce the terms of
21 the Judgment.

22 24. Notice of Entry of this Judgment may be served on the Settlement Class through
23 service upon Class Counsel and posting on the Settlement Administrator's website.

24 ///

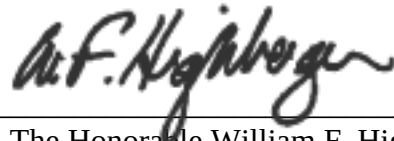
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1 25. The Parties are directed to provide a report to the Court on or before ~~June 20, 2023~~ 9am.
2 on the status of the distribution of the class settlement proceeds. Declaration due June 13, 2023..
3

4 Dated: 08/22/2022



The Honorable William F. Highberger
Judge of the Superior Court

PROOF OF SERVICE**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am an employee in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 8889 West Olympic Blvd., Suite 200, Beverly Hills, California 90211.

On August 29, 2022, I served the foregoing document, described as
NOTICE OF ENTRY OF JUDGMENT OR ORDER-UNLIMITED CASE

on all interested parties in this action by placing a true copy thereof in a sealed envelope, addressed as follows:

MITCHELL SILBERBERG & KNUPP LLP
KEVIN E. GAUT (SBN 117352),
keg@msk.com
EMMA LUEVANO (SBN 198421),
eyl@msk.com
2049 Century Park East, 18th Floor
Los Angeles, CA 90067-3120
Telephone: (310) 312-2000
Facsimile: (310) 312-3100

Attorneys for Defendants:
IPS Corporation and Weld-On Adhesives,
Inc.

☒ **(STATE)** I declare, under penalty of perjury under the laws of the State of California, that