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FILED
Superior Court of California
County of Los Angeles
02/02/2023
David W. Slayton, Executive Officer / Clerk of Court
By: M. Fregoso Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

SALVADOR LOMELI, JR., individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

PLASKOLITE, LLC, a limited liability
company; PLASKOLITE WEST, LLC, a limited
liability company; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 21STCV14611

[Hon. Elihu M. Berle, Dept. Spring Street 006]

CLASS ACTION

~~[AMENDED PROPOSED]~~ ORDER
GRANTING FINAL APPROVAL OF CLASS
ACTION SETTLEMENT

Date: February 1, 2023
Time: 10:00 a.m.
Courtroom: Dept. 006
Judge: Hon. Elihu M. Berle

Action Filed: April 16, 2021
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiff SALVADOR LOMELI, JR. (“Plaintiff”) and Defendants PLASKOLITE, LLC,
3 PLASKOLITE WEST, LLC (“Plaskolite”), and INNOVATIVE RESOURCE MANAGEMENT, INC.
4 (“Innovative”) (Plaskolite and Innovative are collectively “Defendants”) have reached terms of
5 settlement for a putative class and representative action.

6 Plaintiff filed a motion for final approval of a class and representative action settlement of the
7 claims asserted against Defendants, memorialized in the AMENDED JOINT STIPULATION OF
8 CLASS AND REPRESENTATIVE ACTION SETTLEMENT (*see* Declaration of H. Scott Leviant In
9 Support of Plaintiff’s Motion for Final Approval of Class Action Settlement [“Leviant Decl.”], at Exh.

10 1). The AMENDED JOINT STIPULATION OF CLASS AND REPRESENTATIVE ACTION
11 SETTLEMENT is referred to herein as the “Agreement” or “Settlement.”

12 After reviewing the Agreement, the Notice process, and other related documents, and having
13 heard the argument of Counsel for respective Parties, **IT IS HEREBY ORDERED AS FOLLOWS:**

14 1. The Court finds that the terms of the proposed class action Settlement are fair,
15 reasonable, and adequate, pursuant to California Code of Civil Procedure § 382. In granting final
16 approval of the class action settlement the Court has considered the factors identified in *Dunk v. Ford*
17 *Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba v. Apple Computer, Inc.*, 91 Cal.
18 App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706 (2006). The Court
19 considered all such relevant factors for determining the fairness of the settlement and concludes that
20 those factors weigh in favor of granting final approval. In particular, the Court finds that the Settlement
21 was reached following meaningful investigation conducted by Class Counsel; that the settlement is the
22 result of serious, informed, adversarial, and arm’s-length negotiations between the Parties; and that the
23 terms are in all respects fair, adequate, and reasonable. The Settlement Class meets the requirements for
24 conditional certification for settlement purposes only under Code of Civil Procedure § 382.

25 2. The Court finds that the Settlement has been reached as a result of intensive, serious and
26 non-collusive arms-length negotiations. The Court further finds that the parties have conducted
27 thorough investigation and research, and the attorneys for the parties are able to reasonably evaluate
28 their respective positions. The Court also finds that settlement at this time will avoid additional

substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the action. The Court finds that the risks of further prosecution are substantial.

3. The Class Notice provided to the Settlement Class complied with the requirements of Code of Civil Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and constituted the best notice practicable under the circumstances, by providing individual notice to all Settlement Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Settlement Class Members. The Class Notice fully satisfied the requirements of due process.

4. The following persons are certified as Class Members solely for the purpose of entering a settlement in this matter:

All non-exempt employees of Defendants Plaskolite who worked in California during the Class Period, including those who were staffed at Plaskolite by Innovative (the “Class Period” is April 16, 2017 through August 19, 2022 [the preliminary approval date]). “Settlement Class Members” are those Class Members who do not submit timely exclusion requests to the Settlement Administrator. (Settlement, ¶¶ 3-4.)

5. For purposes of the PAGA claim, the following persons are identified as aggrieved employees and PAGA Employees solely for the purpose of entering a settlement in this matter:

All Class Members that worked at Plaskolite in California at any time during the PAGA Period (the PAGA Period is April 16, 2020 through August 19, 2022). (Settlement, ¶¶ 11-12.)

6. Plaintiff SALVADOR LOMELI, JR. is appointed as the Class Representative. The Court finds Plaintiff’s counsel are adequate, as they are experienced in wage and hour class action litigation and have no conflicts of interest with absent Class Members, and that they adequately represented the interests of absent class members in the Litigation. Kane Moon, H. Scott Leviant, and Mariam Ghazaryan of Moon & Yang, APC, are appointed Class Counsel.

7. The Court appoints ILYM Group, Inc., to act as the Settlement Administrator, pursuant to the terms set forth in the Agreement.

8. No Settlement Class Members timely requested exclusion from the Class. All Class Members are Settlement Class Members, bound by the Final Approval Order and Judgment. No Class Members objected to the Settlement.

9. Upon entry of this Final Approval Order and the subsequent Judgment, funding of the Settlement and compensation to the Settlement Class Members shall be implemented pursuant to the terms of the Settlement.

10. In addition to any recovery that Plaintiff may receive under the Settlement as a Settlement Class Member, and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court hereby approves the payment of enhancement award to Plaintiff SALVADOR LOMELI, JR. in the amount of **\$7,500.00** to Plaintiff.

11. The Court approves the payment of attorneys' fees to Class Counsel in the amount of **\$156,666.67** (which is one third of the GSA). Litigation expenses are approved by the Court and awarded to Moon & Yang, APC in the amount of **\$17,659.30**.

12. The Court approves and orders payment in the amount of **\$8,990.00** to ILYM Group, Inc. for its services as the Settlement Administrator, as set forth in the Notice to the Class.

13. Upon completion of administration of the Settlement, the Parties shall file a declaration stating that all amounts payable under the Settlement have been paid and that the terms of the Settlement have been completed.

14. The Court sets case review hearing regarding compliance with all fund distribution requirements under the Settlement for September 6, 2023, at 8:30 a.m., in Dept. SSC-006 of the above-entitled Court. A Final Report, including any declaration from the Settlement Administrator regarding compliance, shall be filed with the Court no later than August 20, 2023.

15. The Court approves and orders payment in the amount of **\$45,000.00** to the Labor and Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys General Act of 2004 (Labor Code § 2698 *et seq.*).

16. Once Defendant fully fund the Settlement by paying all amounts due under the Settlement, Plaintiff and Settlement Class Members, shall have, by operation of this Final Approval Order and the separate Judgment, fully, finally and forever released, relinquished, and discharged Defendant from the Released Claims, described in the Settlement and as follows:

(a) Identity of Released Parties. The released parties are Defendants and their subsidiaries, affiliates, parents, agents, employees, partners, directors, officer, attorneys, trustees, insurers, representatives, predecessors, successors, and assigns, agents, payroll

services, staffing services, and joint employers (collectively “Releasees”).

(b) Date Release Becomes Effective. The Released Claims will be released upon the later of (1) the Settlement’s Effective Date, or (2) the satisfaction of Plaskolite’s obligation to provide to the Settlement Administrator a sum in the amount required to satisfy all required payments and distributions pursuant to this Settlement and the Order and Judgment of final approval. Class Members will not release the Released Claims or Released PAGA Claims until both the Effective Date of the Settlement has occurred, and Plaskolite has paid all amounts owing under the Settlement.

(c) Claims Released by Settlement Class Members. Each and every Class Member, on behalf of himself or herself and his or her heirs and assigns, unless he or she has submitted a timely and valid Request for Exclusion (which will not effectuate an opt-out from the release of Released PAGA Claims), hereby releases Releasees from the following claims for the entire Class Period:

1) all claims alleged in the operative complaint or that could have been alleged based on the facts therein, including claims for failure to pay minimum wages (Cal. Labor Code §§ 204, 1194, 1194.2, and 1197); failure to pay overtime (Cal. Labor Code §§ 1194 and 1198); failure to provide meal periods (Cal. Labor Code §§ 226.7, and 512); failure to authorize and permit rest breaks (Cal. Labor Code § 226.7); failure to indemnify necessary business expenses (Cal. Labor Code § 2802); failure to timely pay final wages at termination (Cal. Labor Code §§ 201 – 203); failure to provide accurate itemized wage statements (Cal. Labor Code § 226); unfair business practices (Cal. Business and Profession Code §§ 17200, et seq.); civil penalties under the Private Attorneys General Act (Cal. Labor Code §§ 2699, et seq.); the Fair Labor Standards Act; and all other civil and statutory penalties, including but not limited to statutory, constitutional, contractual damages, unpaid costs, penalties, punitive damages, interest, attorneys’ fees, litigation costs, restitution, and equitable relief (“Released Claims”); and,

2) in addition, as to all Class Members employed during the Released PAGA Claims Period, whether requesting exclusion from the Settlement or not, the Released PAGA Claims (see Paragraph 14 [of the Settlement]).

17. In accordance with California Rule of Court 3.771(b), Plaintiff is ordered to give notice of this final Order and Judgment to all Settlement Class Members by posting the Order and Judgment for 90 days on the Settlement Administrator’s website and to the LWDA, pursuant to Labor Code § 2699(1)(3).

18. The Court retains jurisdiction to consider all further applications arising out of or in connection with the settlement.

IT IS SO ORDERED.



Elihu M. Berle

Dated: 2-02-23

Elihu M. Berle / Judge

Hon. Elihu M. Berle
LOS ANGELES COUNTY SUPERIOR COURT JUDGE

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1055 W. 7th Street, Suite 1880, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[AMENDED PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

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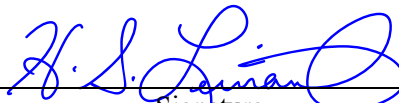
*Attorneys for Defendant Plaskolite, LLC and
Plaskolite West, LLC*

*Attorneys for Defendant Innovative Resource
Management, Inc.*

☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service CASEANYWHERE. I did not receive an error message.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **February 1, 2023** at Los Angeles, California.

H. Scott Leviant
Type or Print Name


Signature