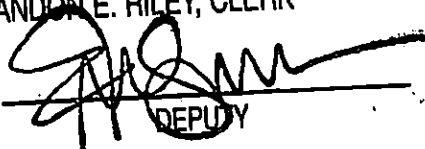


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ON 9
OCT 25 2022
Filed
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Attorneys for Plaintiffs and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN JOAQUIN

MARCELINO GARCIA on behalf of himself
and all others similarly situated;

CASE NO.: STK-UOE-2021-4926

Plaintiffs,

Assigned to Hon. Jayne C. Lee, Dept. 10C

v.

~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF FINAL JUDGMENT
THEREON

J-M MANUFACTURING COMPANY, INC.
WHICH WILL DO BUSINESS IN
CALIFORNIA AS J-M PIPE
MANUFACTURING COMPANY, a
California Corporation; and DOES 1 through
50, inclusive;

Defendants.

BY FAX

SEP 20 2022

1 **EMPLOYMENT LAWYERS**

2 Leonard T. Emma, Esq. (CA Bar No. 224483)

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6 Tel: (415) 362-1111; Fax: (415) 362-1112

7 *Attorneys for Plaintiffs and the Putative Class*

1 The Motion for Final Approval of the Settlement (the "Final Approval Motion") as set
2 forth in the Class Action Settlement Agreement ("Settlement Agreement") came for a hearing
3 on October 25, 2022, in Department 10C of the above-entitled court. The Final Approval
4 Motion was unopposed by Defendant J-M Manufacturing Company, Inc. ("Defendant").

5 Having considered the Final Approval Motion, the Settlement Agreement, the
6 Declarations, and all other materials properly before the Court and having conducted an inquiry
7 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
8 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
9 Due and adequate notice having been given to the Class, and the Court having considered the
10 Settlement Agreement, all papers filed, and proceedings had herein and all oral and written
11 comments received regarding the proposed settlement, and having reviewed the record in this
12 Action, and good cause appearing,

13 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

14 1. The Court, for purposes of this Judgment and Order ("Judgment"), refers to all
15 defined terms (*i.e.*, terms with initial capitalization) as set forth in the Settlement Agreement.

16 2. The Court has jurisdiction over the subject matter over this Action, the Class
17 Representative, the Class Members, and Defendant.

18 3. The Court finds that the distribution of the Class Notice, as provided for in the
19 Order Granting Preliminary Approval of Class Action Settlement, constituted the best notice
20 practicable under the circumstances to all Class Members and fully met the requirements of
21 California law and due process under the California and United States Constitution. Based on
22 evidence and other material submitted, the actual notice to the class was adequate.

23 4. The Court finds that the instant Action presented a good faith dispute of the
24 claims alleged, and the Court finds in favor of settlement approval. Specifically, the claims on
25 behalf of the Class Members, which Defendant disputed, included claims that were pled in the
26 operative First Amended Complaint or that could have been pled based on the facts alleged
27 therein, including claims for unpaid wages (including failure to pay full, regular, and overtime
28 wages and minimum wages and/or failure to pay such wages at the correct rate(s) of pay), meal

1 and rest break violations, failure to timely pay final wages, failure to provide suitable seating,
2 failure to provide accurate itemized wage statements, failure to reimburse necessary business
3 expenses, and unfair and unlawful business practices.

4 5. No Class Member objected to the Settlement and only one Class Member
5 requested exclusion from the Settlement, all Participating Class Members are entitled to
6 payment pursuant to the Settlement and this Judgment.

7 6. The Court approves the Settlement, as set forth in the Settlement Agreement and
8 each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling
9 Parties. The Settling Parties are directed to perform in accordance with the terms set forth in the
10 Settlement Agreement.

11 7. The Settling Parties are to bear their own costs, except as otherwise provided in
12 the Settlement Agreement.

13 8. For purposes of effectuating this Order and Judgment, this Court has certified the
14 following class: "All current and former non-exempt employees employed by Defendant J-M
15 Manufacturing Company, Inc. in California at any time during the period of September 13,
16 2020, through June 27, 2022." The Court deems this definition sufficient for purposes of
17 California Rules of Court, rule 3.765(a).

18 10. With respect to the Settlement Class and for purposes of approving this
19 Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable
20 and so numerous that joinder of all members is impracticable; (b) there are questions of law or
21 fact common to the Class Members, and there is a well-defined community of interest among
22 the Class Members with respect to the subject matter of the Action; (c) the claims of the Class
23 Representative are typical of the claims of the Class Members; (d) the Class Representative has
24 fairly and adequately protected the interests of the Class Members; (e) a class action is superior
25 to other available methods for an efficient adjudication of this controversy; and (f) the counsel
26 of record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for
27 the Plaintiff in his individual and representative capacity and for the Settlement Class.
28

1 11. By this Judgment, the Class Representatives, with the exception of Silveira's
2 individual claims, shall release, relinquish, and discharge, and each of the Settlement Class
3 Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally,
4 and forever released, relinquished, and discharged all Released Claims, as defined in the
5 Settlement Agreement.

6 12. Neither the Settlement Agreement nor the Settlement contained therein, nor any
7 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
8 or the Settlement (i) is or may be deemed to be or may be used by the plaintiff or Participating
9 Class Members as an admission of, or evidence of, the validity of any of the Class Members'
10 Released Claims, or of any wrongdoing or liability of Defendant or any of the other Released
11 Parties; or (ii) is or may be deemed to be or may be used by any of the plaintiff or Participating
12 Class Members as an admission of, or evidence of, any fault or omission of Defendant or any of
13 the other Released Parties in any civil, criminal, or administrative proceeding in any court,
14 administrative agency, or other tribunal. Defendant or any of the other Released Parties may
15 file the Settlement Agreement and/or the Judgment from this Action in any other action that
16 may be brought against it or them in order to support a defense or counterclaim based on
17 principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar or
18 reduction, or any theory of claim preclusion or issue preclusion or similar defense or
19 counterclaim.

20 13. The Total Maximum Settlement Amount (the "Settlement Amount") to be paid
21 under the Settlement Agreement is \$750,000. From this amount, Class Counsel sought an
22 award of attorney's fees of \$250,000, combined litigation expenses of \$12,861.75, a Service
23 Award to each Class Representative of \$10,000, \$8,500 to the Settlement Administrator, ILYM
24 Group, Inc., and \$37,500 to the LWDA for PAGA penalties.

25 14. Defendant does not oppose these requests. In addition, and concurrently with
26 paying the Settlement Amount, Defendant shall separately pay the employers' share of their
27 payroll tax obligations, which shall be reported through the Settlement Administrator. The
28 Court finds that the Settlement Amount is fair, reasonable and adequate, and awards the

1 payments set forth below from the Settlement Amount:

- 2 A) \$250,000 to Class Counsel for attorneys' fees in light of the benefit
3 obtained on behalf of the Class, which shall be split equally between
4 Falakassa Law, P.C. and Bokhour Law Group, P.C.;
- 5 B) \$12,861.75 to Class Counsel for costs/expenses;
- 6 C) \$10,000 to Class Representative Marcelino Garcia as a Service Award;
- 7 D) \$10,000 to Class Representative Jeremiah Silveira as a Service Award;
- 8 D) \$8,500 to the Settlement Administrator, ILYM Group, Inc.;
- 9 E) \$37,500 to the LWDA; and
- 10 F) After deducting the foregoing payments from the Settlement Amount,
11 the remainder shall form the Net Settlement Amount payable to the
12 Participating Class Members as set forth in the Settlement Agreement
13 and as calculated by the Settlement Administrator.

14 15. The Settlement Administrator is directed to calculate the Participating Class
15 Member's Individual Settlement Payments from the Net Settlement Amount and issue all
16 payments within in accordance with the Settlement Agreement and the timeline set forth below:

17 Date this Order is entered	The Effective Date occurs.
18 Within 30 days of the Effective Date	Defendant shall issue the payment to the 19 Settlement Administrator.
20 Within 10 days after receipt of Payment	Settlement Administrator to issue all 21 Individual Settlement Payments to the 22 Participating Class Members, payment to 23 Class Counsel for the Attorneys' Fees and 24 Costs Award, the Service Payment to the 25 Class Representative, and the payment to the 26 LWDA for PAGA penalties
180 days after payment is issued	Deadline for Class Members to cash checks.
27 August 15, 2023	Counsel to file a declaration from the 28 Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and status of process of forwarding unclaimed funds to

	the State Controller.
September 1, 2023	Non-appearance hearing re: status of disbursement, filing of Declaration from Administrator.

16. Concurrently with mailing the settlement checks to the Class Members, the Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: "Please be advised that on [insert date], 2023, the Superior Court of California for the County of San Joaquin entered Judgment in the case entitled *Garcia, et al. v. J-M Manufacturing Company, Inc.*, Case No. STK-UOE-2021-4926, on behalf of all current and former non-exempt employees employed by Defendant in California at any time during the period of September 13, 2020, through June 27, 2022."

17. The Class Members shall have 180 days to negotiate the settlement check from the date of issuance by the Settlement Administrator. In the event that a Class Member does not negotiate his/her check within this time period, the check will be canceled. The value of the unclaimed funds in the Settlement Administrator's account as a result of a failure to timely cash a settlement check shall be issued to the State Controller's Office for the State of California in the name of the Class Member.

18. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representative, the Class Members, and Defendant for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

IT IS SO ORDERED.

Dated: 10/25/22


HON. JAYNE C. LEE
JUDGE OF THE SUPERIOR COURT

Jayne C. Lee