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

GILBERTO RODRIGUEZ, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

CARDINAL PAINT AND POWDER, INC., a
Nevada corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 20STCV14711

*[Assigned for all purposes to the Hon. Yvette M.
Palazuelos, Dept. SSC-9]*

[PROPOSED] FINAL JUDGMENT

Date: December 6, 2021
Time: 10:00 a.m.
Dept.: SSC-9

Complaint Filed: April 15, 2020
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on December 6, 2021, pursuant to
2 California Rule of Court 3.769 and this Court's August 12, 2021 Order Granting Preliminary Approval
3 of Class Action Settlement ("Preliminary Approval Order"). Having considered the parties' Stipulation
4 of Settlement, ("Settlement")¹ and the documents and evidence presented in support thereof, and the
5 submissions of counsel, the Court hereby ORDERS and enters JUDGMENT as follows:

6 1. Final judgment ("Judgment") in this matter is hereby entered in conformity with the
7 Settlement, the Preliminary Approval Order, and this Court's Order Granting Final Approval of Class
8 Action Settlement. The Settlement Class is defined as:

9 All current and former hourly-paid or non-exempt employees who worked for
10 Cardinal Paint and Powder, Inc. and/or Cardinal Industrial Finishes in the state of
11 California at any time during the time period of April 15, 2016 through August 12,
12 2021.

13 2. The Class Period is defined as August 15, 2016 through August 12, 2021.

14 3. Plaintiff Gilberto Rodriguez is hereby confirmed as Class Representative, and Scott M.
15 Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC and Paul K. Haines of Haines Law
16 Group, APC are hereby confirmed as Class Counsel.

17 4. Notice was provided to the Settlement Class as set forth in the Settlement. The form and
18 manner of notice were approved by the Court on August 12, 2021, and the notice process has been
19 completed in conformity with the Court's Order. The Court finds that said notice was the best notice
20 practicable under the circumstances. The Class Notice provided due and adequate notice of the
21 proceedings and matters set forth therein, informed Settlement Class members of their rights, and fully
22 satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court
23 3.769, and due process.

24 5. The Court finds that no Settlement Class Member objected to the Settlement, that zero
25 (0) class members have opted out of the Settlement, and that the 100% participation rate in the
26 Settlement supports final approval.

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

1 12. The Court orders that the Settlement Administrator shall be paid \$9,750.00 from the
2 Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and
3 finds that sum appropriate.

4 13. The Court finds that the payment to the California Labor & Workforce Development
5 Agency (“LWDA”) in the amount of \$22,500.00 for its share of the settlement of Plaintiff’s
6 representative action under the California Labor Code Private Attorneys General Act (“PAGA”) is fair,
7 reasonable, and adequate, and orders the Settlement Administrator to distribute this payment to the
8 LWDA in conformity with the terms of the Settlement.

9 14. Pursuant to the terms of the Settlement, the employer’s share of payroll taxes for the
10 portion of the Net Distribution Fund allocated to wages shall be paid by Defendants separately from,
11 and in addition to, the Total Settlement Amount.

12 15. The Court finds and determines that upon satisfaction of all obligations under the
13 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, will have
14 released the Released Claims as set forth in the Settlement, and will be permanently barred from
15 prosecuting against Defendants any of the Released Claims pursuant to the Settlement.

16 16. Upon satisfaction of all obligations under the Settlement and the Final Approval Order,
17 by virtue of this Judgment, Plaintiff and every member of the Settlement Class will fully and forever
18 fully release and discharge (i) Cardinal Paint and Powder, Inc. and Cardinal Industrial Finishes, and
19 their past, present, and future parents, subsidiaries, affiliates, divisions, joint ventures, licensees,
20 franchisees, and any other legal entities, whether foreign or domestic, and (ii) the past, present, and
21 future shareholders, officers, directors, members, investors, agents, employees, consultants,
22 representatives, fiduciaries, insurers, attorneys, legal representatives, predecessors, successors, and
23 assigns of the entities listed in (i) (collectively the “Released Parties”), from all claims actually alleged
24 or that could have been alleged in the Action by Plaintiff, on behalf of himself and the Settlement Class
25 Members, based on the facts alleged in the Action including but not limited to: (1) Violation of
26 California Labor Code §§ 510, 1194 and 1198, and IWC Wage Order 4-2001, § 3 (Unpaid Overtime);
27 (2) Violation of California Labor Code §§ 226.7, 510, 512, 1194, 1197, and IWC Wage Order 4-2001,
28

§ 11 (Failure to Provide Meal Periods and Unpaid Meal Period Premiums); (3) Violation of California Labor Code §§ 226.7, 512 and IWC Wage Order 4-2001, § 12 (Failure to Provide Rest Periods and Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1, and IWC Wage Order 4-2001, § 4 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201, 202, and 203 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) and IWC Wage Order 4-2001, § 7 (Non-Compliant Wage Statements); (8) Violation of California Business & Professions Code §§ 17200, *et seq.*; (9) failure to pay all minimum and overtime wages due under the Fair Labor Standards Act (29 U.S.C. §201, *et seq.*); and (10) attorneys’ fees and costs of litigation associated with this Action (collectively, “Released Class Claims”). The time period of the Released Class Claims shall be the same time period as the Class Period.

17. All current and former hourly-paid or non-exempt employees who worked for Cardinal Paint and Powder, Inc. and/or Cardinal Industrial Finishes in the state of California at any time during the time period of April 15, 2019 through August 12, 2021 (collectively “PAGA Employees”), will release and discharge the Released Parties from civil penalties under California Labor Code Private Attorneys General Act of 2004, Labor Code section 2698 *et seq.*, as asserted in the operative complaint that arose during the PAGA Period premised on the facts, claims, causes of action or legal theories that were asserted in the operative complaint and disclosed in the LWDA letter including: (1) Violation of California Labor Code §§ 510 and 1198 (Unpaid Overtime); (2) Violation of California Labor Code §§ 226.7 and 512(a) (Failure to Provide Meal Periods and Unpaid Meal Period Premiums); (3) Violation of California Labor Code § 226.7 (Failure to Provide Rest Periods and Unpaid Rest Period Premiums); (4) Violation of California Labor Code §§ 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of California Labor Code §§ 201 and 202 (Final Wages Not Timely Paid); (6) Violation of California Labor Code § 204 (Wages Not Timely Paid During Employment); (7) Violation of California Labor Code § 226(a) (Non-Compliant Wage Statements); and (8) Violation of California Labor Code § 1174(d) (Failure To Keep Requisite Payroll Records) (collectively “PAGA Release”). The PAGA

1 Period and the time period of the PAGA Release is defined as the time period of April 15, 2019 through
2 August 12, 2021.

3 18. Plaintiff releases the Released Parties from any and all claims under any state law, federal
4 law, common law, equity or other theory in any way related to his employment with Defendants against
5 the Released Parties including all claims arising from or related in any way to the claims and allegations
6 asserted in the Action against Defendants, including all claims that could have been stated based upon
7 the claims or allegations asserted in the Action, under federal, state, or local laws, and/or ordinances, or
8 tort or contract theories, whether known or unknown, and whether anticipated or unanticipated,
9 including without limitation statutory, constitutional, contractual or common law claims for wages,
10 damages, unpaid costs, penalties, liquidated damages, interest, attorneys' fees, litigation costs,
11 restitution, equitable relief or other relief under Business & Professions Code section 17200, *et seq.*,
12 including, without limitation, the following categories: (a) any and all claims involving any alleged
13 failure to pay minimum wage; (b) any and all claims involving any alleged failure to pay employees for
14 all hours worked, including but not limited to any claim for minimum, straight time, or overtime wages;
15 (c) any and all claims involving any alleged failure to pay overtime wages; (d) any and all claims arising
16 under state law involving any alleged failure to properly provide meal periods and/or authorize and
17 permit rest periods, to pay premiums for missed, late, short or interrupted meal and/or rest periods, or to
18 pay such premiums as required by Labor Code section 226.7; (e) any and all claims involving any
19 alleged failure to keep accurate records or to issue proper wage statements to employees; (f) any and all
20 claims involving any alleged failure to timely pay wages, including but not limited to any claim that
21 Defendants violated Labor Code sections 201, 202, or 204, and any claim for waiting time penalties
22 under Labor Code section 203; (g) any and all claims for unfair business practices in violation of
23 Business and Professions Code sections 17200, *et seq.*; and (h) any and all penalties pursuant to the
24 Private Attorneys General Act ("PAGA") of 2004 arising out of any or all of the aforementioned claims.
25 Plaintiff's Complete General Release includes all such claims arising under the California Labor Code
26 (including, but not limited to, sections 201, 201.3, 202, 203, 204, 210, 218.5, 218.6, 221, 225.5, 226,
27 226.3, 226.7, 227.3, 246, 256, 450, 510, 511, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1,

1 1197.2, 1198, 1199, 2800, 2802, and 2698 *et seq.*); the Wage Orders of the California Industrial Welfare
2 Commission; California Business and Professions Code section 17200 *et seq.*; California Civil Code
3 section 3336; the California common law of contract. Plaintiff shall have fully, finally, and forever
4 released, relinquished, and discharged each and all of the Released Parties from any and all FLSA
5 claims. This release excludes the release of claims not permitted by law. This release in no way affects
6 Plaintiff's entitlement and/or benefits to be received by Plaintiff in workers' compensation pursuant to
7 the jurisdiction of workers' compensation. This release specifically does not resolve Plaintiff's
8 ongoing California workers' compensation claim, including but not limited to, ADJ12791726 and
9 ADJ14411381. Plaintiff hereby expressly waives and relinquishes any and all claims, rights or benefits
10 that either or both may have under California Civil Code § 1542, which provides as follows:

11 **A general release does not extend to claims that the creditor or releasing party**
12 **does not know or suspect to exist in his or her favor at the time of executing**
13 **the release and that, if known by him or her, would have materially affected**
14 **his or her settlement with the debtor or released party.**

15 19. The releases identified herein shall be null and void should the Settlement not be fully
16 funded.

17 20. This document shall constitute a final judgment pursuant to California Rule of Court
18 3.769(h), which provides, "If the court approves the settlement agreement after the final approval
19 hearing, the court must make and enter judgment. The judgment must include a provision for the
20 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court may
21 not enter an order dismissing the action at the same time as, or after, entry of judgment."

22 21. The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order,
23 and this Judgment.

24 **JUDGMENT IS SO ENTERED.**

25
26 Dated: _____, 2021

Honorable Yvette Palazuelos
Judge of the Superior Court