

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

FAUSTINO RAMOS and ALBERTO MEZA
SOLIS, as individuals and on behalf of all
others similarly situated,

Plaintiffs,

vs.

HYATT DIE CAST AND ENGINEERING
CORPORATION–SOUTH, a California
corporation; PARTNERS PERSONNEL –
MANAGEMENT SERVICES, LLC, a
Delaware limited liability company; NEXEM
PARTNERS, LLC, a Delaware limited liability
company,

Defendants.

Case No. 30-2020-01174518-CU-OE-CXC

*[Assigned for all purposes to the Hon.
Melissa R. McCormick, Dept. CX-104]*

**ORDER GRANTING PLAINTIFFS’
MOTION FOR FINAL APPROVAL OF
CLASS ACTION AND PAGA
SETTLEMENT AND FINAL JUDGMENT**

Complaint Filed: December 14, 2020

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1. Final judgment is hereby entered in conformity with the Settlement Agreement and this Final Approval Order.
2. The conditional class certification is hereby made final, and the Court thus certifies, for purposes of the Settlement, the following Settlement Class:

All current and former non-exempt, hourly employees of Defendant Hyatt Die, whether employed directly by Defendant Hyatt Die or supplied to Defendant Hyatt Die by Defendants Partners Personnel or Nexem Partners as temp workers, who worked at Defendant Hyatt Die’s California facilities at any time from July 2, 2017, through July 14, 2022 (the “Class Period”).
3. Plaintiffs are hereby confirmed as Class Representatives. Paul K. Haines and Sean M. Blakely of Haines Law Group, APC and Michael Nourmand and James A. De Sario of The Nourmand Law Firm, APC are hereby confirmed as Class Counsel.
4. Notice was provided to Settlement Class members as set forth in the Settlement, which was approved by the Court on November 9, 2023, and the notice process has been completed in conformity with the Settlement and the Court’s Preliminary Approval Order. The

1 Court finds that said notice was the best notice practicable under the circumstances. The Class
2 Notice provided due and adequate notice of the proceedings and matters set forth therein,
3 informed Settlement Class members of their rights, and fully satisfied the requirements of
4 California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

5 5. The Court finds that no Settlement Class member objected to the Settlement, that
6 four (4) Settlement Class members opted out of the Settlement, and that the 99.21%
7 participation rate in the Settlement supports final approval. The names of the Settlement Class
8 members that requested exclusion from the Settlement are Antonio Santiago, Enrique de
9 Santiago, Paula Becerra, and Ricardo Navarro. The Court finds that no Settlement Class
10 member submitted a dispute.

11 6. The Court hereby approves the settlement as set forth in the Settlement as fair,
12 reasonable, and adequate, and directs the parties and the Settlement Administrator to effectuate
13 the Settlement 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-
17 defined community of interest among members of the Settlement Class with respect to the
18 subject matter of the litigation; (c) the claims of the Class Representatives are typical of the
19 claims of the Settlement Class members; (d) the Class Representatives have fairly and
20 adequately protected the interests of the Settlement Class members; (e) a class action is superior
21 to other available methods for an efficient adjudication of this controversy; and (f) Class
22 Counsel are qualified to serve as counsel for the Class Representatives and the Settlement Class.

23 8. The Court finds that the Settlement Payments, as provided for in the Settlement,
24 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
25 Settlement Payments in conformity with the terms of the Settlement.

26 9. The Court finds that enhancement awards in the amount of \$5,000.00 to each
27 Plaintiff, for a total of \$10,000.00, are appropriate for each Plaintiff's service to the Settlement
28 Class. The Court finds that these payments are fair, reasonable, and adequate, and orders that the

1 Settlement Administrator make these payments in conformity with the terms of the Settlement.

2 10. The Court finds that attorneys' fees in the amount of \$284,226.37 and litigation
3 costs of \$26,532.19 for Class Counsel are fair, reasonable, and adequate in light of the common
4 fund created by the Settlement, and orders that the Settlement Administrator distribute these
5 payments to Class Counsel in conformity with the terms of the Settlement.

6 11. The Court orders that the Settlement Administrator shall be paid \$10,900.00 from
7 the Gross Settlement Amount in conformity with the terms of the Settlement, for all of its work
8 done and to be done until the completion of this matter and finds that sum appropriate.

9 12. The Court finds that the payment to the California Labor & Workforce
10 Development Agency ("LWDA") in the amount of \$56,250.00 for its share of the settlement of
11 Plaintiffs' representative claim under the PAGA is fair, reasonable, and adequate, and orders the
12 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
13 of the Settlement.

14 13. This Court orders that any settlement checks shall be negotiable for 180 calendar
15 days from the date of issuance of the check, and that any settlement checks that remain
16 uncashed after 180 days after they are mailed shall be distributed to the Controller of the State
17 of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500
18 *et seq.*, in the name of the Settlement Class member to whom the check was issued.

19 14. As of the Effective Date and upon Defendants' complete funding of the Gross
20 Settlement Amount, Plaintiffs and each Settlement Class member who has not submitted a valid
21 and timely request for exclusion, release the claims as set forth in the Settlement Agreement.

22 15. This document shall constitute a final judgment pursuant to California Rule of
23 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
24 approval hearing, the court must make and enter judgment. The judgment must include a
25 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
26 judgment." The Court will retain jurisdiction pursuant to California Code of Civil Procedure
27 § 664.6 to enforce the Settlement and this Final Approval Order and Judgment. The Settlement
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1 Administrator shall post a copy of this Final Approval Order and Judgment on its website for at
2 least 180 days.

3 16. The Final Accounting Hearing is scheduled for August 21, 2025 at 9:00 a.m. in
4 Department CX104. Plaintiffs shall submit a final accounting report at least 9 court days before
5 the final accounting hearing regarding the status of the settlement administration. The final
6 report must include all information necessary for the court to determine the total amount
7 actually paid to class members and any amounts tendered to the State Controller's Office under
8 the unclaimed property law.

9 **IT IS SO ORDERED, AJUDGED AND DECREED.**

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12 Dated: August 22, 2024



Melissa R. McCormick
Judge of the Superior Court