

Kane Moon (SBN 249834)
kmoon@moonlawgroup.com
H. Scott Leviant (SBN 200834)
hsleviant@moonlawgroup.com
Mariam Ghazaryan (SBN 341119)
mghazaryan@moonlawgroup.com
MOON LAW GROUP, PC
725 S. Figueroa St., Suite 3100
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff Daniel Jimenez

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

APR 01 2025

BY 
VALERIE URUEÑA, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

JAIME VERA et. al, and on behalf of all others
similarly situated,

Plaintiff,

vs.

GENERAL COATINGS CORPORATION, a
California corporation; and DOES 1 through 10,
inclusive,

Defendants

Case No.: CIVSB2119357

[Assigned for all purposes to Hon. Christian
Towns Dept. S-26]

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

Date: April 1, 2025
Time: 8:30 a.m.
Courtroom: Dept. S-26
Judge: Hon. Christian Towns

Action Filed: July 6, 2021
Trial Date: September 8, 2025

TO ALL PARTIES AND THEIR COUNSEL OF RECORD:

This matter came on for hearing on April 1, 2025, upon Plaintiff's Motion for Final Approval of the proposed settlement of this action on the terms set forth in the CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE (the "Agreement"). (*See* Declaration of H. Scott Leviant in Support of Plaintiff's Motion for Final Approval of Class and Representative Action Settlement ["Leviant Decl."], at Exh. 1.)

After reviewing the Agreement, the Notice, having reviewed the entire record on this action, having heard the argument of Counsel for respective Parties, and good cause appearing, the Court Orders as follows:

1. To the extent defined in the Agreement, the terms in this Final Approval Order shall have the meanings set forth therein.

2. Under the terms of the Settlement, the Gross Settlement Amount and monetary terms, including all requested awards, are as follows:

GSA AND ESTIMATED DEDUCTIONS	AMOUNT
Gross Settlement Amount ("GSA")	\$2,000,000.00 (employer-side taxes separate)
Settlement Administration (actual amount)	\$16,000.00
Requested Attorney's Fees	\$666,666.67
Requested Costs (actual costs)	\$22,012.97
PAGA Penalty Allocation	\$200,000.00
Requested Enhancement	\$5,000.00
Estimated Net Settlement Amount	\$1,090,320.36

The amounts awarded by the Court are set forth below.

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

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

3 4. The Parties' Settlement is granted final approval as it meets the criteria for final
4 settlement approval. In granting final approval of the class and representative action settlement, the
5 Court has considered the factors identified in *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as
6 approved in *Wershba v. Apple Computer, Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV*
7 *Cases*, 135 Cal. App. 4th 706 (2006). The Court finds that the terms of the proposed class and
8 representative action Settlement are fair, reasonable, and adequate, pursuant to California Code of Civil
9 Procedure § 382. The settlement falls within the range of possible approval as fair, adequate and
10 reasonable; appears to be the product of arm's-length and informed negotiations; and treats all Class
11 Members fairly. The Settlement Class meets the requirements for conditional certification for
12 settlement purposes only under Code of Civil Procedure § 382.

13 5. The Class meets the requirements for conditional certification for settlement purposes
14 only under Code of Civil Procedure § 382. The Court finds that it is appropriate to notify the members
15 of the proposed settlement Class of the terms of the proposed settlement.

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

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

25 All persons employed by Defendant in California and classified as hourly, non-exempt
26 employees who worked for Defendant during the Class Period. (the "Class Period" is
27 the period from July 6, 2017 through March 31, 2024. "Participating Class Member"
28 means a Class Member who does not submit a valid and timely Request for Exclusion
from the Class portion of the Settlement. (Settlement, ¶¶ 1.5, 1.9, 1.12, 1.34.)

No Class Member requested exclusion. All Class Members are Participating Class Members and are bound by the Final Approval Order and Judgment in the Action.

8. Plaintiff DANIEL JIMENEZ is appointed as the Class Representative.

9. The Court finds Plaintiff's counsel is 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 Law Group, PC, are appointed Class Counsel.

10. All persons employed by Defendant in California and classified as hourly, non-exempt employees who worked for Defendant during the PAGA Period (July 6, 2020 through March 31, 2024) are "Aggrieved Employees" for purposes of distributing the \$50,000.00 as Individual PAGA Payments.

11. The Court appoints Phoenix Class Action Administration Solutions to act as the Administrator, pursuant to the terms set forth in the Agreement.

12. Upon entry of this Final Approval Order and the Judgment, funding of the Settlement and distribution of the awards set forth in this Final Approval Order shall be implemented pursuant to the terms of the Agreement and this Final Approval Order.

13. In addition to any recovery that Plaintiff may receive under the Settlement as a Class Member, and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court hereby approves the payment of a Class Representative Enhancement Payment to Plaintiff in the amount of **\$5,000.00**.

14. The Court approves the payment of attorneys' fees to Class Counsel in the total amount of **\$666,666.67**, which award is not opposed by Defendant. The Court approves the payment of litigation expenses in the amount of **\$22,012.97** to Class Counsel, which award is not opposed by Defendant.

15. The Court approves payment in the amount of **\$16,000.00** to Phoenix Settlement Administrators for performance of its services as the Administrator.

16. 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.

1 17. The Court sets a case review hearing regarding compliance with all fund distribution
2 requirements under the Settlement for 10/10/2025, at 8:30 am, in Dept. S26
3 of the above-entitled Court. A Final Report, including any declaration from the Administrator regarding
4 compliance, shall be filed with the Court no later than 10 days prior.

5 18. The Court approves and orders payment in the amount of \$150,000.00 to the Labor and
6 Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys
7 General Act of 2004 (Labor Code § 2698 *et seq.*).

8 19. Once Defendant fully funds the Settlement by paying all amounts due under the
9 Agreement and this Final Approval Order, Participating Class Member will release Class claims as
10 follows:

11 All Participating Class Members, on behalf of themselves and their respective former
12 and present representatives, agents, attorneys, heirs, administrators, successors, and
13 assigns, release Released Parties from (i) all claims that were alleged, or reasonably
14 could have been alleged, based on the Class Period facts stated in the Operative
15 Complaint. Excluded from this portion of the release are claims for PAGA penalties
16 that were alleged, or reasonably could have been alleged, based on the PAGA Period
17 facts stated in the Operative Complaint and the PAGA Notice. Except as set forth in
18 Section 5.3 of this Agreement, Participating Class Members do not release any other
19 claims, including claims for vested benefits, wrongful termination, violation of the Fair
20 Employment and Housing Act, unemployment insurance, disability, social security,
21 workers' compensation, or claims based on facts occurring outside the Class Period.¹

22 20. Once Defendant fully funds the Settlement by paying all amounts due under the
23 Agreement and this Final Approval Order, the Aggrieved Employees will release PAGA claims as
24 follows:

25 All Class Members who are Aggrieved Employees are deemed to release, on behalf of
26 themselves and their respective former and present representatives, agents, attorneys,
27 heirs, administrators, successors, and assigns, the Released Parties from all claims for
28 PAGA penalties that were alleged, or reasonably could have been alleged, based on the
PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

21. Plaintiff is ordered to give notice of this final Order and Judgment to the LWDA,
pursuant to Labor Code § 2699(1)(3).

22. The Court hereby directs the Parties to effectuate the terms of the Settlement as set forth

¹ "Released Parties" means: Defendant and each of its former and present directors, officers,
shareholders, owners, former and present managing employees, members, attorneys, agents, insurers,
predecessors, successors, assigns, subsidiaries, and affiliates. (Agreement, ¶ 1.40.)

1 in the Agreement.

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

4 24. Pursuant to California Rules of Court, Rule 3.771(b), the Administrator shall give notice
5 to the Class of the entry of this Order, and any final judgment entered in this Action, by posting it on its
6 website.

7
8 **IT IS SO ORDERED.**

9
10 Dated: _____

4/11/2005

C. Towns

Hon. Christian Towns
SAN BERNARDINO SUPERIOR COURT JUDGE