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San Diego Superior Court
Central Division

JUL 19 2024

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Attorneys for Plaintiffs Patrick Irons and Norman McCormick

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

PATRICK IRONS, individually, and on behalf of
all others similarly situated,

Plaintiff,

vs.

SUMITOMO ELECTRIC INTERCONNECT
PRODUCTS, INC., a California corporation; and
DOES 1 through 10, inclusive,

Defendants

Case No.: 37-2021-00035431-CU-OE-CTL

CLASS AND REPRESENTATIVE ACTION

[Assigned to all purposes to the Hon.
Katherine Bacal; Dept. C-69]

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFFS' MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed with Plaintiffs' Notice of Motion and
Motion for Final Approval, Declarations of
Kane Moon, Plaintiff Irons, Plaintiff
McCormick, and Tracy Dantema]*

FINAL APPROVAL HEARING

Date: July 19, 2024
Time: 1:30 PM
Dept.: C-69

1 The Court issued an Order Granting Plaintiffs Patrick Irons and Norman McCormick's
2 ("Plaintiffs") Motion for Preliminary Approval of Class Action Settlement on February 16,
3 2024. Plaintiffs now seek an Order and Judgment Granting Final Approval of the same Class
4 Action and PAGA Settlement Agreement ("Settlement") between Plaintiffs and Defendant
5 Sumitomo Electric Interconnect Products, Inc. ("Defendant" or "Sumitomo" and together with
6 Plaintiffs the "Parties"), attached to the Declaration of Kane Moon in Support of Plaintiffs'
7 Motion for Final Approval of Class Action Settlement as **Exhibit 1**.

8 The Court, having considered Plaintiffs' Notice of Motion and Motion for Final
9 Approval of Class Action Settlement ("Motion"), the supporting Declarations and Exhibits
10 therein, the records and files in this Action, and the absence of any written objections received
11 regarding the Settlement; and good cause appearing, **HEREBY ORDERS, ADJUDGES,**
12 **AND DECREES AS FOLLOWS:**

13 1. The Court has jurisdiction over all claims asserted in this Action, Plaintiffs, all
14 Participating Class Members, all Aggrieved Employees, and Defendant.

15 2. The Court, for purposes of this Final Order and Judgment, refers to all defined
16 terms as set forth in the Settlement.

17 3. The Settlement appears to have been made and entered into in good faith and is
18 hereby approved, subject to any limitations on the requested fees and payments as set forth
19 below.

20 4. For purposes of effectuating the Settlement, the following Class is hereby
21 certified: all persons employed in California by Defendant as hourly non-exempt employees
22 during the period August 18, 2017, through October 3, 2023. Excluded from the Class are all
23 persons who properly and timely elect to opt out.

24 5. The Parties shall bear their own respective attorneys' fees and costs, except as
25 provided for in the Settlement and approved by the Court.

26 6. No Class Members have objected to the terms of the Settlement or have
27 requested exclusion from the Settlement. Accordingly, all 152 Class Members remain in the
28 Class.

1 7. Upon the final approval by the Court of this Settlement and Sumitomo's
2 payment of all sums due pursuant to this Settlement, and except as to such rights or claims as
3 may be created by this Settlement, the Class Representative, the Class and each Class Member
4 who has not submitted a valid and timely request for exclusion as to claims other than the
5 PAGA claim, and each Aggrieved Employee, regardless of whether they have requested
6 exclusion from the Settlement of Class claims, will release claims as follows:

- 7 a. **"Released Parties"** means Defendant and each of its past, present, and future
8 agents, employees, officers, directors, partners, trustees, representatives,
9 shareholders, attorneys, parents, subsidiaries, related companies/corporations
10 and/or partnerships, assigns, predecessors, successors, insurers, joint employers,
11 alleged joint employers, and affiliated organizations, and all of their respective
12 past, present, and future employees, directors, officers, agents, attorneys,
13 stockholders, fiduciaries, parents, subsidiaries, and assigns. (Settlement, § 1.36.)
- 14 b. **Release by Participating Class Members:** As of the date of Judgment and after
15 Defendant funds all amounts due under the terms of the Settlement, all
16 Participating Class Members, on behalf of themselves and their spouses, agents,
17 attorneys, heirs, administrators, successors, and assigns, fully and finally release
18 Defendant and the Released Parties from all claims that were alleged, or could
19 have been alleged, in the operative Complaint, as amended, or that could have
20 been raised in the Action based on the facts and claims alleged. The released
21 claims include all claims for failure to pay minimum wages (including claims for
22 off-the-clock work); failure to pay overtime compensation (including any failure
23 to properly calculate the regular rate, as well as any claims for off-the-clock
24 work); failure to pay double-time wages; failure to provide meal periods; failure
25 to authorize and permit rest breaks; failure to pay missed-break premiums,
26 including failure to pay missed-break premiums at the regular rate of
27 compensation; failure to indemnify for business expenses; failure to timely pay
28 final wages upon termination; failure to provide accurate itemized wage

1 statements; and unfair business practices. The released claims include all claims,
2 including all claims for fees or costs, arising under the Labor Code asserted in the
3 operative Complaint, as amended, including claims arising under sections 201,
4 202, 203, 204, 210, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 558.1, 1174,
5 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2698 et seq., 2800, and 2802; as
6 well as all related claims arising under the Wage Orders of the Industrial Welfare
7 Commission; Business and Professions Code sections 17200, et seq.. The
8 released claims include all claims for interest, costs, attorneys' fees, and penalties
9 based on the claims pled in the operative Complaint, as amended. The Released
10 Class Claims are limited to the Class Period. (Settlement, § 5.2.)

- 11 c. **Release by Aggrieved Employees:** As of the date of Judgment and after
12 Defendant funds all amounts due under the terms of the Settlement, all Aggrieved
13 Employees, including those individuals who timely and effectively exclude
14 themselves from the Class Released Claims, shall nevertheless be bound by the
15 Released PAGA Claims and shall receive a pro rata portion of the 25% (\$6,250)
16 of the PAGA penalties. All Aggrieved Employees, on behalf of themselves and
17 their respective former and present representatives, spouses, agents, attorneys,
18 heirs, administrators, successors, and assigns, fully and finally release Defendant
19 and the Released Parties from all claims for civil penalties under PAGA that were
20 alleged, or could have been alleged, in the Action based on the allegations
21 asserted in the operative Complaint, as amended, and/or in the PAGA Notices.
22 The Released PAGA Claims include, but are not limited to, failure to pay
23 minimum wages (including claims for off-the-clock work); failure to pay overtime
24 compensation (including any failure to properly calculate the regular rate, as well
25 as any claims for off-the-clock work); failure to pay double-time wages; failure to
26 provide meal periods; failure to authorize and permit rest breaks; failure to pay
27 missed-break premiums, including failure to pay missed-break premiums at the
28 regular rate of compensation; failure to indemnify for business expenses; failure

1 to timely pay final wages upon termination; and failure to provide accurate
2 itemized wage statements. The Released PAGA Claims include all claims arising
3 under the Labor Code asserted in the operative Complaint, as amended, including
4 claims arising under sections 201, 202, 203, 204, 210, 218.5, 218.6, 226, 226.3,
5 226.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198,
6 1199, 2698 et seq., 2800, 2802, and 2698 et seq., and 2699 et seq. The Released
7 PAGA Claims include all claims for violations of the applicable Wage Orders of
8 the Industrial Welfare Commission. The Released PAGA Claims are limited to
9 the PAGA Period. (Settlement, § 5.3.)

10 8. The Gross Settlement Amount, Net Settlement Amount, and methodology used
11 to calculate and pay the Individual Class Payments and Individual PAGA Payments are fair
12 and reasonable. The Administrator is authorized to pay the Individual Class Payments and
13 Individual PAGA Payments to the Participating Class Members and Aggrieved Employees in
14 accordance with the terms of the Settlement.

15 9. Defendants shall pay a total of \$825,000.00 to resolve this litigation. Defendant
16 shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully
17 pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later
18 than 14 days after the Effective Date. Within 14 days after Defendant funds the Gross
19 Settlement Amount, the Administrator will mail checks for all Individual Class Payments,
20 Individual PAGA Payments, the Administration Expenses Payment, the Class Counsel Fees
21 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative
22 Service Payment.

23 10. From the Gross Settlement Amount, a payment of \$18,750.00 shall be paid to
24 the LWDA, representing 75% of the PAGA Settlement Amount awarded under the terms of
25 the Settlement, pursuant to the California Private Attorneys General Act of 2004, *Labor Code*
26 sections 2698, *et. seq.*

27 11. From the Gross Settlement Amount, Class Representative Service Payments in
28 the amount of \$5,000.00 shall be paid to Patrick Irons and Norman McCormick (for a total of

1 (\$10,000.00) for their service as Class Representatives and general release of claims. Patrick
2 Irons and Norman McCormick are hereby confirmed as Class Representatives.

3 12. From the Gross Settlement Amount, attorneys' fees in the amount of
4 \$275,000.00 and costs in the amount of \$18,446.99 shall be paid to Class Counsel for their
5 reasonable fees and actual costs incurred in furtherance of this Action. The fees and costs shall
6 be distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees are
7 reasonable in light of the benefit provided to the Class. Moon Law Group, PC is hereby
8 confirmed as Class Counsel.

9 13. From the Gross Settlement Amount, administration costs in the amount of
10 \$8,250.00 shall be paid to the designated Administrator, ILYM Group, Inc.

11 14. The Notice provided to the Class conforms with the requirements of *California*
12 *Rules of Court* rules 3.766 and 3.769, and constitutes the best notice practicable under the
13 circumstances, providing (a) individual notice to all Class Members who could be identified
14 through reasonable effort and (b) due and adequate notice of the proceedings and matters set
15 forth therein to the Class Members. The Notice fully satisfies the requirements of Due
16 Process.

17 15. The Parties are ordered to have notice of this Final Order and Judgment sent to
18 all Participating Class Members and Aggrieved Employees in accordance with *California*
19 *Rules of Court* section 3.771(b), along with the Individual Class Payments and Individual
20 PAGA Payments issued via First Class U.S. Mail to their last known addresses and to the
21 LWDA, pursuant to *Labor Code* section 2699(1)(3).

22 16. This Judgment is intended to be a final disposition of the Action in its entirety
23 and is intended to be immediately appealable.

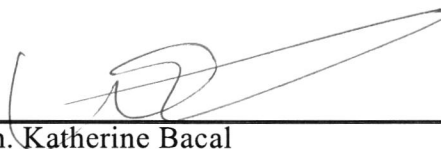
24 17. This Court shall retain jurisdiction with respect to all matters related to the
25 administration and consummation of the Settlement and any and all claims asserted in, arising
26 out of, or related to the subject matter of the lawsuit, including, but not limited to, all matters
27 related to the Settlement and the determination of all controversies relating thereto.
28

1 18. Plaintiffs' Motion for Final Approval of Class Action Settlement is hereby
2 granted, and the Court directs that Judgment shall be entered in accordance with the terms of
3 this Order.

4 19. The Court sets a (Non-Appearance) Compliance Hearing re: Distribution on
5 _____ at ____ : ____ ~~a.m./p.m.~~ in Department C-69. Class Counsel are ordered
6 to file a final report and declaration by the Administrator regarding settlement distribution no
7 later than five (5) court days prior to the Compliance Hearing. No appearance will be required
8 at the Compliance Hearing if the Settlement Administrator's declaration reports that all the
9 distributions under the Agreement are complete.

10 **IT IS SO ORDERED.**

11 DATE: 7/19/24

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13 _____
14 Hon. Katherine Bacal
15 Judge of the San Diego County Superior Court
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