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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **COUNTY OF LOS ANGELES**

15 MANUEL SANCHEZ, individually, and on
16 behalf of all others similarly situated,

17 Plaintiff,

18 vs.

19 ANODIZING INDUSTRIES, INC., a
20 California corporation; and DOES 1 through
21 10, inclusive,

22 Defendants

Case No.: 21STCV30722

CLASS AND REPRESENTATIVE ACTION

[Hon. Carolyn B. Kuhl]

[PROPOSED] FINAL ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
AND PAGA REPRESENTATIVE
ACTION SETTLEMENT

*[Filed with the Notice of Motion,
Memorandum of Points and Authorities, the
Declarations of Kane Moon, Plaintiff Sanchez,
and ILYM Group in Support of Motion, and
[Proposed] Judgment]*

Complaint filed: August 19, 2021
Trial date: Not set

FINAL APPROVAL HEARING:

Date: June 21, 2023
Time: 10:30 a.m.
Dept.: 12

1 On December 21, 2022, this Court issued an Order Granting Plaintiff's Motion for
2 Preliminary Approval of Class and PAGA Representative Action Settlement reached between
3 Plaintiff Manuel Sanchez ("Plaintiff") and Defendant Anodizing Industries, Inc. ("Defendant")
4 (together, the "Parties") in resolution of the above-caption litigation (the "Litigation"). The Court
5 now has before it Plaintiff's Proposed Final Order granting the Parties' Class Action and PAGA
6 Settlement Agreement and Class Notice (the "Settlement Agreement"), attached as Exhibit 1 to the
7 Declaration of Kane Moon in Support of Plaintiff's Motion for Final Approval of Class and PAGA
8 Representative Action Settlement.

9 Due and adequate notice having been given to Class Members, and the Court having
10 reviewed and considered Plaintiff's Motion for Final Approval of Class and PAGA Representative
11 Action Settlement, the supporting declarations and exhibits thereto, all other papers filed and
12 proceedings had hereto, and the record in this Litigation, and good cause appearing, **IT IS**
13 **HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

14 1. The Court, for purposes of this Final Order, refers to all terms and definitions as set
15 forth in the Settlement Agreement.

16 2. A final approval hearing was held on the question of whether the proposed
17 Settlement Agreement, attorneys' fees and costs to Class Counsel, the class representative service
18 payment, payment for settlement administration costs, and the PAGA Penalties payment to the
19 California Labor and Workforce Development Agency (the "LWDA") should be finally approved
20 as fair, reasonable, and adequate as to Class Members.

21 3. The Court finds that the Settlement Agreement appears to have been made and
22 entered into in good faith, the terms of which are fair, reasonable, and adequate, and thus meets the
23 requirements for final approval. The Court hereby GRANTS Plaintiff's Motion for Final Approval
24 of Class and PAGA Representative Action Settlement, and ORDERS final Judgment to be
25 entered in accordance with the terms herein.

26 4. The Court certifies, for settlement purposes only, the following Class (the
27 "Settlement Class"): All non-exempt, hourly employees of Defendant who worked for Defendant
28 in California during the Class Period (the "Class Period" is August 19, 2017 to March 31, 2022).

(Settlement Agreement, ¶¶ 1.5, 1.12.) “Participating Class Members” are those Class Members who did not submit timely exclusion requests to the Administrator. (Settlement Agreement, ¶ 1.35.) Excluded from the Settlement Class are all persons who properly and timely elected to opt out from the Settlement. (Settlement Agreement, ¶ 1.29.)

5. The deadline to request exclusion from or to submit written objections to the Settlement was May 13, 2023. No requests for exclusion or written objections were received.

6. By operation of this Final Order and concurrently filed Judgment, and effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties, except as to such rights or claims as may be created by this Settlement, as follows (Settlement Agreement, ¶ 5):

a. **Released Parties.** “Released Parties” means Defendant and each of its former and present directors, officers, shareholders, owners, agents, employees, attorneys, insurers, predecessors, successors, assigns. (Settlement Agreement, ¶ 1.41.)

b. **Plaintiff’s Release.** (Settlement Agreement, ¶ 5.1.)

i. **Scope of Plaintiff’s Release.** Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to all claims, demands, rights, liabilities and causes of action of every nature and description whatsoever, known or unknown, asserted or that might have been asserted, whether in tort, contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to, or in connection with any act or omission by or on the part of any of the Released Parties arising out of, based upon, or relating to Class Representative’s employment with Defendants or the remuneration for or termination of such employment committed or omitted prior to the execution of this Agreement. (“Plaintiff’s Release.”) Plaintiff’s

1 Release does not extend to any claims or actions to enforce this Agreement,
2 or to any claims for vested benefits, unemployment benefits, disability
3 benefits, social security benefits, workers' compensation benefits that
4 arose at any time. Plaintiff acknowledges that Plaintiff may discover facts
5 or law different from, or in addition to, the facts or law that Plaintiff now
6 knows or believes to be true but agrees, nonetheless, that Plaintiff's Release
7 shall be and remain effective in all respects, notwithstanding such different
8 or additional facts or Plaintiff's discovery of them.

9 ii. **Plaintiff's Waiver of Rights Under California Civil Code § 1542.** For
10 purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes
11 the provisions, rights, and benefits, if any, of Section 1542 of the California
12 Civil Code, which reads:

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

18 c. **Release by Participating Class Members Who Are Not Aggrieved Employees.**

19 All Participating Class Members, on behalf of themselves and their respective
20 former and present representatives, agents, attorneys, heirs, administrators,
21 successors, and assigns, release Released Parties from all claims that were alleged,
22 or reasonably could have been alleged, based on the Class Period facts stated in
23 the Operative Complaint. Except as set forth in Section 5.3 of this Agreement,
24 Participating Class Members do not release any other claims, including claims for
25 vested benefits, wrongful termination, violation of the Fair Employment and
26 Housing Act, unemployment insurance, disability, social security, workers'
27 compensation, or claims based on facts occurring outside the Class Period.
(Settlement Agreement, ¶ 5.2.)

28 d. **Release by Non-Participating Class Members Who Are Aggrieved**

1 **Employees.** All Non-Participating Class Members who are Aggrieved Employees
2 are deemed to release, on behalf of themselves and their respective former and
3 present representatives, agents, attorneys, heirs, administrators, successors, and
4 assigns, the Released Parties from all claims for PAGA penalties that were alleged,
5 or reasonably could have been alleged, based on the PAGA Period facts stated in
6 the Operative Complaint and the PAGA Notice attached hereto as Exhibit B.
7 (Settlement Agreement, ¶ 5.3.)

8 7. The Parties shall bear their own respective attorneys' fees and costs, except as
9 otherwise provided for in the Settlement Agreement and approved by the Court.

10 8. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
11 Court Approval (the "Notice"), which was attached to the Settlement Agreement as Exhibit A and
12 provided to the Class pursuant to the plan for distribution described under the Settlement
13 Agreement, conformed with the requirements of California Rules of Court 3.766 and 3.769, and
14 constituted the best notice practicable under the circumstances, by providing individual and
15 adequate notice of the proceedings and of the matters set forth therein to Class Members. The
16 Notice fully satisfied the requirements of due process and provided sufficient notice to all persons
17 entitled thereto.

18 9. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and
19 the methodology used to calculate settlement payments to Settlement Class Members and
20 Aggrieved Employees are fair and reasonable. The Court thus authorizes the Administrator to pay
21 settlement allocations in accordance with the terms of the Settlement Agreement. Defendant shall
22 pay into a common fund the total of \$260,000.00 (the "Gross Settlement Amount") to resolve this
23 Litigation. (Settlement Agreement, ¶ 3.1.) Defendant shall fund the Gross Settlement Amount, and
24 also fund the amounts necessary to fully pay Defendant's share of payroll taxes on the wage portion
25 of settlement payments as calculated by the Administrator, by transmitting the funds to the
26 Administrator no later than 30 days after the Effective Date, as that term is defined in the Settlement
27 Agreement. (Settlement Agreement, ¶¶ 1.18, 4.3.) Payments to Class Members shall be distributed
28 within 14 calendar days after the funding and in accordance with the terms of the Settlement

1 Agreement. (Settlement Agreement, ¶ 4.4.)

2 10. A total amount of \$30,000.00 shall be allocated to penalties under the Private
3 Attorneys General Act of 2004 (“PAGA”), and distributed as follows: 25% (i.e., \$7,500.00) to the
4 Aggrieved Employees and 75% (i.e., \$22,500.00) to the LWDA. (Settlement Agreement, ¶ 1.34.)
5 The LWDA’s claims for civil penalties pursuant to PAGA are hereby extinguished.

6 11. The Court confirms the appointment of Manuel Sanchez as the Class
7 Representative. In addition to any recovery that Plaintiff is eligible to receive under the Settlement
8 Agreement as a Class Member, the Court approves and orders a service payment in the amount of
9 \$5,000.00 from the Gross Settlement Amount to Plaintiff for his role and service as Class
10 Representative, for the risks and work attendant to that role, and for his general release of claims.
11 (Settlement Agreement, ¶ 3.2.1.)

12 12. The Court confirms the appointment of Moon & Yang, APC as Class Counsel, as
13 they are experienced in wage-and-hour class action litigation, have no conflicts of interest with
14 Plaintiff or Class Members, and have adequately represented Class interests. The Court approves
15 and orders the payment to Class Counsel from the Gross Settlement Amount for reasonable
16 attorneys’ fees not to exceed 33 and 1/3% of the Gross Settlement Amount (i.e., \$86,666.67), as
17 well as \$19,614.30 for costs actually incurred in litigation expenses. (Settlement Agreement, ¶
18 3.2.2.) The Court finds that the fees amount is reasonable in light of the benefits provided to the
19 Class.

20 13. The Court confirms the appointment of ILYM Group, Inc. as the Administrator. The
21 Administrator has fulfilled its initial notice and reporting duties owed under the Settlement
22 Agreement. The Court approves and orders the payment of \$5,500.00 from the Gross Settlement
23 Amount to ILYM Group, Inc., in accordance with its “not to exceed” bid, for the costs of settlement
24 administration. (Settlement Agreement, ¶ 3.2.3.)

25 14. In accordance with California Rule of Court 3.771(b), notice of this final Order
26 and concurrently filed Judgment will be given to the Class by the Administrator who will post
27 the final Order and Judgment on an internet website maintained by the Administrator for a period
28 of not less than 90 days after the Final Order and Judgment are entered. (Settlement Agreement,

¶ 7.8.1.) The address of that website was included in the Notice.

15. This Final Order and concurrently filed Judgment are intended to be a final disposition of the Litigation in its entirety and are intended to be immediately appealable.

16. Following entry of Judgment, the Court shall retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

17. The Settlement Agreement is finally approved but is not an admission by Defendant of the validity of any claims in this Litigation, or of any wrongdoing by Defendant or of any violation of law. Neither the Settlement Agreement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than such proceedings as may be necessary to consummate or enforce the Settlement Agreement. The obligations set forth in the Settlement Agreement are deemed part of this Order, and the Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

18. The Court sets a Non-Appearance Hearing (Case Review) re: Distribution on March 26, 2024 at _____ a.m. in Department 12. Class Counsel is ordered to file a final report and declaration by the Settlement Administrator regarding settlement distribution no later than 5 court days prior to that date. No appearance is required at the Case Review if the Settlement Administrator's declaration filed prior to the hearing reports that all the distributions under the Settlement Agreement are complete.

IT IS SO ORDERED.

DATE: 06/21/2023



Carolyn B. Kuhl / Judge

Hon. Carolyn B. Kuhl
Judge of the Los Angeles County
Superior Court

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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 1055 West Seventh Street, Suite 1880, Los Angeles, California 90017. On May 25, 2023, I served the foregoing document described as:

[PROPOSED] FINAL ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT

X by sending ____ the original X a true copy thereof addressed as follows:

Henry Haddad
LAW OFFICES OF HENRY HADDAD,
APC
3600 Wilshire Blvd., Ste. 332
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John Valentine, Jr.
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Attorneys for Defendant ANODIZING INDUSTRIES, INC.

☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE.**

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this May 25, 2023 at Los Angeles, California.

Ximena Reyes

Name

/S/ Ximena Reyes

Signature