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7

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **COUNTY OF LOS ANGELES**
10

11 SANDRA L. DELGADO, individually, and on
12 behalf of all others similarly situated,

13 Plaintiff,

14 vs.
15

16 MORTON GRINDING, INC., a California
corporation; and DOES 1 through 10, inclusive,

17 Defendants
18

Case No.: 21STCV34037

CLASS AND REPRESENTATIVE ACTION

Assigned for All Purposes to the Honorable Stuart
M. Rice, Department 1

NOTICE OF ENTRY OF ORDER

Action Filed: September 15, 2021
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on October 9, 2024, Department 1 of the Los Angeles County
3 Superior Court, located at 312 N. Spring Street, Los Angeles, California 90012 entered an Order. A copy
4 of the Court's Order is attached hereto as "Exhibit A."

5 Respectfully submitted,

6 Dated: October 11, 2024

7 **MOON LAW GROUP, PC**

8 By: 

9 Kane Moon

Lilit Ter-Astvatsatryan

10 Attorneys for Plaintiff Sandra L. Delgado
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EXHIBIT A

Electronically Received 10/08/2024 09:36 AM

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Attorneys for Plaintiff SANDRA L. DELGADO

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

SANDRA L. DELGADO, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

MORTON GRINDING, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 21STCV34037

CLASS AND REPRESENTATIVE ACTION

Assigned for All Purposes to the Honorable
Stuart M. Rice, Department 1

**~~PROPOSED~~ ORDER AND
JUDGEMENT GRANTING FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Action Filed: September 15, 2021

Trial Date: Not set

FILED
Superior Court of California
County of Los Angeles

10/09/2024

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

~~PROPOSED~~ FINAL APPROVAL ORDER AND JUDGEMENT

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

On May 13, 2024, the Court entered an Order which granted Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement, granted conditional class certification, approved the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the "Action") that was reached between Plaintiff Sandra L. Delgado ("Plaintiff") and Defendant Morton Grinding, Inc. ("Defendant") (together with Plaintiff, the "Parties"), in accordance with the Parties' First Amended Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement"). The Settlement was attached as **Exhibit 1** to the Supplemental Declaration of Kane Moon in Support of Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement that was filed on May 10, 2024.

The Court now has before it Plaintiff's Motion for Final Approval of Class Action and PAGA Settlement, including a motion for payment of Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses Payment, and PAGA Penalties, and whether the Settlement should be finally approved as fair, reasonable, and adequate as to Class Members (collectively "Motion for Final Approval"), as well as a [Proposed] Final Approval Order and Judgement.

Due and adequate notice having been given to Class Members, and the Court having reviewed the Settlement and duly considered Plaintiff's Motion for Final Approval, the supporting declarations and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and any oral argument, and good cause appearing,

THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:

1. The Court, for purposes of this Final Approval Order, refers to all terms and definitions as set forth in the Settlement.
2. Plaintiff's Motion for Final Approval came before Department 1 of this Court, the Honorable Stuart M. Rice presiding, on October 9, 2024.
3. The Court finds that the Settlement was made and entered into in good faith, the terms

1 of which are fair, reasonable, and adequate; was reached following meaningful discovery and
2 investigation conducted by Plaintiff and her counsel of record (“Class Counsel”); is the result of
3 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
4 meets the requirements for final approval. In so finding, the Court has considered all the evidence
5 presented, including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and
6 complexity of the claims presented; the likely duration of further litigation; the settlement amount
7 offered; the extent of investigation and discovery completed; and the experience and views of Class
8 Counsel. The Court has further considered the absence of any objections or Requests for Exclusion
9 from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff’s Motion for Final
10 Approval and **ORDERS** Judgment to be entered in accordance with the terms herein.

11 4. The Court certifies, for settlement purposes only, the following Class (the “Class
12 Members” or “Settlement Class”): All persons employed by Defendant in California and classified
13 as non-exempt who worked for Defendant during the Class Period. The “Class Period” means the
14 period from September 15, 2017 to May 1, 2024. Excluded from the Class will be any Class Member
15 who opted out of the Settlement by sending the Administrator a valid and timely Request for
16 Exclusion.

17 5. Notwithstanding the submission of a timely Request for Exclusion, Class Members
18 are still bound by the settlement and release of the Released PAGA Claims or remedies under the
19 Judgment pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests to be excluded
20 from the Settlement do not apply to the Released PAGA Claims.

21 6. The Released PAGA Claims shall bind the following (“Aggrieved Employee”): any
22 person employed by Defendant in California and classified as a non-exempt employee who worked
23 for Defendant during the PAGA Period. The “PAGA Period” means the period from September 13,
24 2020, to May 1, 2024.

25 7. The Court finds that Plaintiff exhausted all administrative remedies required to bring
26 the PAGA claims asserted in this Action and is authorized to act as private attorney general with
27 respect to the Released PAGA Claims being released under the Settlement. The Court further finds
28 that pursuant to California Labor Code section 2699(l)(2), the California Labor and Workforce

Development Agency (“LWDA”) has been given timely notice of the Settlement, has not objected, and is therefore bound by this Final Approval Order.

8. The deadline to submit a Request for Exclusion or to submit written objections to the Settlement for the majority of Class Members was August 12, 2024 and for the remaining Class Members was August 26, 2024.

9. No Requests for Exclusion were received. Accordingly, all 447 Class Members remain in the Class and are bound by this Final Approval Order and the accompanying Judgment.

10. The Court finds that a full opportunity has been afforded to Class Members to object to the Settlement and participate in the Final Approval Hearing. All Class Members had an opportunity to object to the Settlement. No written objections were received, and no Class Members appeared at the Final Approval Hearing to present any objections.

11. The Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval (the “Class Notice”), which was attached as Exhibit A to the Settlement and provided to the Class pursuant to the plan for distribution described under the Settlement, conformed with the requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice practicable under the circumstances, by providing individual and adequate notice of the proceedings and of the matters set forth therein to Class Members. The Class Notice fully satisfied the requirements of due process and provided the Class Members with adequate instructions and a variety of means to obtain additional information.

12. Release of Claims. Effective on the date when Defendant fully fund the entire Gross Settlement Amount and the Court enters an order granting Final Approval of this Settlement, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

a. Released Parties. “Released Parties” means: Defendant and any parent, subsidiary, affiliate, predecessor or successor entity, and all agents, employees, contracting parties, joint employers, officers, directors and attorneys thereof.

b. Plaintiff’s Release. Plaintiff and her respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns

1 generally, release and discharge Released Parties from all claims, transactions, or
2 occurrences that occurred during the Class Period, including, but not limited to:
3 (a) all claims that were, or reasonably could have been, alleged, based on the facts
4 contained, in the Operative Complaint and (b) all PAGA claims that were, or
5 reasonably could have been, alleged based on facts contained in the Operative
6 Complaint, Plaintiff's PAGA Notice ("Plaintiff's Release.") Plaintiff's Release
7 does not extend to any claims or actions to enforce this Agreement, or to any
8 claims for vested benefits, unemployment benefits, disability benefits, social
9 security benefits, workers' compensation benefits that arose at any time, or based
10 on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may
11 discover facts or law different from, or in addition to, the facts or law that Plaintiff
12 now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release
13 shall be and remain effective in all respects, notwithstanding such different or
14 additional facts or Plaintiff's discovery of them. For purposes of Plaintiff's
15 Release, Plaintiff expressly waives and relinquishes the provisions, rights, and
16 benefits, if any, of Section 1542 of the California Civil Code, which reads: A
17 general release does not extend to claims that the creditor or releasing party does
18 not know or suspect to exist in his or her favor at the time of executing the release,
19 and that if known by him or her would have materially affected his or her
20 settlement with the debtor or Released Party.

- 21 c. Release by Participating Class Members. All Participating Class Members, on
22 behalf of themselves and their respective former and present representatives,
23 agents, attorneys, heirs, administrators, successors, and assigns, release Released
24 Parties from (i) all claims that were alleged, or reasonably could have been
25 alleged, based on the facts stated in the Operative Complaint during the Class
26 Period, including, e.g., any and all claims arising under California Labor Code
27 sections 201, 202, 203, 204, 218.5, 218.6, 226, 226.7, 510, 512, 1174(d), 1194,
28 1194.2, 1197, 1198, and the applicable Industrial Welfare Commission Wage

1 Orders based on any alleged failure to pay minimum wage; failure to pay overtime
2 compensation; failure to pay paid time off wages; failure to provide meal periods;
3 failure to authorize and permit rest periods; failure to timely pay final wages; failure
4 to timely pay wages during employment; failure to provide accurate wage
5 statements; failure to keep adequate records; and unfair business practices arising
6 under California Business and Professions Code section 17200 *et seq.* Excluded
7 from this portion of the release are claims for PAGA penalties that were alleged,
8 or reasonably could have been alleged, based on the facts stated in the Operative
9 Complaint and the Plaintiff's PAGA Notice during the PAGA Period. Except as
10 set forth in Section 5.3 of this Agreement, Participating Class Members do not
11 release any other claims, including claims for vested benefits, wrongful
12 termination, violation of the Fair Employment and Housing Act, unemployment
13 insurance, disability, social security, workers' compensation, or claims based on
14 facts occurring outside the Class Period.

- 15 d. Release by Class Members Who Are Aggrieved Employees. All Class Members
16 who are Aggrieved Employees are deemed to release, on behalf of themselves and
17 their respective former and present representatives, agents, attorneys, heirs,
18 administrators, successors, and assigns, the Released Parties from all claims for
19 PAGA penalties that were alleged, or reasonably could have been alleged, based
20 on the facts stated in the Operative Complaint and/or the Plaintiff's PAGA Notice
21 during the PAGA Period, including any claim for PAGA penalties based on
22 alleged violations of California Labor Code sections 201, 202, 203, 204, 218.5,
23 218.6, 226, 226.7, 510, 512, 1174(d), 1194, 1194.2, 1197, 1198, and the
24 applicable Industrial Welfare Commission Wage Orders based on any alleged
25 failure to pay minimum wage; failure to pay overtime compensation; failure to pay
26 paid time off wages; failure to provide meal periods; failure to authorize and permit
27 rest periods; failure to timely pay final wages; failure to timely pay wages during
28 employment; failure to provide accurate wage statements; and/or failure to keep

1 adequate records.

2 13. The Parties shall bear their own respective attorneys’ fees and costs, except as
3 otherwise provided for in the Settlement and approved by the Court.

4 14. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and
5 the methodology used to calculate Individual Class Payments and Individual PAGA Payments to
6 Participating Class Members and Aggrieved Employees, respectively, are fair and reasonable. Thus,
7 the Court authorizes the Administrator to calculate and pay individual settlement shares in
8 accordance with the terms of the Settlement.

9 15. Defendant is ordered to fully fund the Gross Settlement Amount (**\$425,000.00**), and
10 also fund the amounts necessary to fully pay its employer’s share of payroll taxes, by transmitting
11 the funds to the Administrator no later than 30 days after the Effective Date.

12 16. Within fourteen (14) days of the Administrator’s receipt of funds, the Administrator
13 will mail checks, in the amounts approved by the Court as provided below, for all Individual Class
14 Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses
15 Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the
16 Class Representative Service Payments.

17 17. A total amount of \$20,000.00 shall be allocated as the “PAGA Penalties,” payable
18 from the Gross Settlement, for resolution of the Released PAGA Claims and distributed as follows:
19 75% (**\$15,000.00**) to the LWDA (the “LWDA PAGA Payment”) and 25% (**\$5,000.00**) to Aggrieved
20 Employees.

21 18. The Court finds Plaintiff has adequately represented the Class and therefore confirms
22 the appointment of Plaintiff as the Class Representative, for settlement purposes only. In addition to
23 any recovery that Plaintiff is eligible to receive as a Participating Class Member and Aggrieved
24 Employee, the Court approves and orders a service payment to Plaintiff in the amount of **\$7,500.00**
25 (the “Class Representative Service Payment”), payable from the Gross Settlement Amount, for her
26 role and service as the Class Representative, for the risks and work attendant to that role, and for her
27 general release of claims and waiver of section 1542 rights.

28 19. The Court confirms the appointment of Kane Moon and Lilit Ter-Astvatsatryan of

1 Moon Law Group, PC, as Class Counsel, for settlement purposes only, as they are experienced in
2 wage and hour class action litigation, have no apparent conflicts of interest with Plaintiff, other Class
3 Members, the *cy pres* beneficiary, or the Administrator, and have adequately represented Class
4 interests. The Court approves and orders the payments to Class Counsel, payable from the Gross
5 Settlement Amount, of **\$141,666.67** for reasonable attorneys' fees ("Class Counsel Fees Payment"),
6 and of **\$13,821.23**, for reimbursement of out-of-pocket costs ("Class Counsel Litigation Expenses
7 Payment"). The Court finds that these amounts are reasonable considering the benefits provided to
8 the Class.

9 20. The Court confirms the appointment of Apex Class Action Administration as the
10 Administrator, who has fulfilled its initial notice and reporting duties. The Court approves and orders
11 the payment to the Administrator of **\$10,000.00** ("Administration Expenses Payment"), payable from
12 the Gross Settlement Amount, for settlement administration.

13 21. The Court confirms the Net Settlement Amount of **\$232,012.10**, which is the Gross
14 Settlement amount less the following: \$7,500.00 for the Class Representative Service Payment,
15 \$10,000.00 for the Administration Expenses Payment, \$20,000.00 for the PAGA Penalties,
16 \$141,666.67 for the Class Counsel Fees Payment, and \$13,821.23 for the Class Counsel Litigation
17 Expenses Payment.

18 22. The Court confirms the designation of the Court Appointed Special Advocates of Los
19 Angeles as the appropriate *cy pres* beneficiary of any uncashed settlement checks, pursuant to
20 California Code of Civil Procedure section 384. Following the expiration of the 180-day check-
21 cashing deadline, the Administrator shall transmit the funds represented by such uncashed settlement
22 checks to the Court Appointed Special Advocates of Los Angeles.

23 23. In accordance with California Rule of Court 3.771(b), notice of the concurrently
24 filed Judgment will be given to the Class by the Administrator, who will post an electronic copy
25 on its website for no less than ninety (90) calendar days following entry thereof.

26 24. This Final Approval Order and the concurrently filed Judgment are intended to be a
27 final disposition of the Action in its entirety and are intended to be immediately appealable.

28 25. The obligations set forth in the Settlement are deemed part of this Final Approval

1 Order and the concurrently filed Judgment, and the Parties and Administrator are ordered to carry
2 out the Settlement according to its terms and provisions.

3 26. Following entry of the concurrently filed Judgment, and without affecting the finality
4 thereof, pursuant to California Code of Civil Procedure section 664.6, the Court will retain
5 jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing the
6 Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing
7 such post-Judgment matters as are permitted by law.

8 27. The Settlement is finally approved but is not an admission by Defendant of the
9 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of
10 law. Neither the Settlement nor any related document shall be offered or received in evidence in
11 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
12 necessary to consummate or enforce the Settlement.

13 28. The Court sets a (Non-Appearance) Compliance Hearing re: Distribution on
14 **October 9, 2025 in Department 1**. Class Counsel are ordered to file a final report and declaration
15 by the Administrator regarding settlement distribution no later than five (5) court days prior to the
16 Compliance Hearing. No appearance will be required at the Compliance Hearing if the
17 Administrator's declaration reports that all the distributions under the Agreement are complete.

18 **IT IS SO ORDERED and ADJUDGED.**

19 DATE: October 9, 2024



Stuart M. Rice

Stuart M. Rice / Judge

20 THE HON. STUART M. RICE
21 Judge of the Superior Court, Los Angeles County
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I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 725 S. Figueroa St., 31st Floor Los Angeles, CA 90017.

John A. Conkle
Amanda R. Washton
CONKLE, KREMER & ENGEL
Professional Law Corporation
3130 Wilshire Boulevard, Suite 500
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Phone: (310) 998-9100
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[✓] **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**.

/s/ Karen Castillo
Signature

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 725 S. Figueroa St., 31st Floor Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **NOTICE OF ENTRY OF ORDER** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

John A. Conkle
Amanda R. Washton
CONKLE, KREMER & ENGEL
Professional Law Corporation
3130 Wilshire Boulevard, Suite 500
Santa Monica, California 90403
Phone: (310) 998-9100
Fax: (310) 998-9109
j.conkle@conklelaw.com
a.washton@conklelaw.com
(Served via CaseAnywhere)

Labor & Workforce Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(Served via Labor and Workforce
Development Agency access portal)

Attorneys for Defendant Morton Grindina, 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**.

☒ **BY LABOR AND WORKFORCE DEVELOPMENT AGENCY ACCESS:** By uploading a true copy of the foregoing document(s) to the Labor and Workforce Development Agency access.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **October 11, 2024** at Los Angeles, California.

Karen Castillo

Type or Print Name

/s/ Karen Castillo

Signature