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FILED
Superior Court of California
County of Los Angeles
06/11/2024

David W. Slayton, Executive Officer / Clerk of Court
By: E. Muñoz Deputy

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

ROMULO GOMEZ, individually, and on
behalf of himself and others similarly situated,

 PLAINTIFF,

 vs.

HYDROFORM USA INCORPORATED; and
DOES 1 to 50, Inclusive,

 DEFENDANTS.

Case No.: 21STCV37693

Case Assigned for All Purposes to Hon.
William F. Highberger

~~PROPOSED~~ FINAL JUDGMENT

Date: June 11, 2024
Time: 1:30 p.m.
Dept.: SSC-10

1 The Court has received and considered the proposed Class Action and PAGA Settlement
2 Agreement and Class Notice between Plaintiff ROMULO GOMEZ (“Plaintiff”) and Defendant
3 HYDROFORM USA INCORPORATED (“Defendant”) filed with this Court on or about December
4 26, 2023; has received and previously granted preliminary approval of the class settlement that
5 provided for conditional class certification for settlement purposes only; has been informed by
6 declarations that notice to the Settlement Class of the settlement has been given to the Settlement
7 Class; has held a fairness hearing at which all parties appeared by their Counsel and at which the Class
8 Members were afforded the opportunity to object to the proposed settlement; has received and
9 reviewed briefing and evidence as to why the proposed settlement is fair, adequate and in the best
10 interests of the represented class; and has considered all other arguments and submissions in
11 connection with the proposed settlement.

12 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED,**
13 **ADJUDGED AND DECREED THAT:**

14 1. All terms used herein shall have the same meaning as given in the Class Action and
15 PAGA Settlement Agreement and Class Notice, filed with this Court on or about December 26, 2023
16 (“Settlement Agreement”).

17 2. The Court has jurisdiction over the subject matter of this proceeding and over all Parties
18 to this proceeding, including all members of the Settlement Class.

19 3. The Court hereby finds the Settlement Agreement was entered into in good faith
20 pursuant to non-collusive, arms-length negotiations, and that Plaintiff has satisfied the standards and
21 applicable requirements for final approval of this class action settlement under applicable law.

22 4. Distribution of the Notice of Class Action Settlement and related materials to the
23 Settlement Class as set forth in the Settlement Agreement has been completed in conformity with the
24 February 2, 2024 Order Granting Motion for Preliminary Approval of Class Action Settlement
25 (“Preliminary Approval Order”) and the Settlement Agreement, including individual notice to all Class
26 Members who could be identified through reasonable effort, and constituted the best notice practicable
27 under the circumstances. The Court hereby finds that the Notice provided due and adequate notice of
28 the proceedings and of the matters set forth in the Preliminary Approval Order, including the material

1 terms of the Settlement Agreement, to all persons entitled to such notice, and therefore fully satisfied
2 the requirements of due process.

3 5. The Settlement Agreement and the terms therein are fair, just, reasonable and adequate
4 as to the settling parties, including the Settlement Class, and is hereby finally approved in all respects.
5 The Parties are hereby directed to perform the terms of the said Settlement Agreement and to report
6 to the Court when that performance has been completed.

7 6. The two groups of releasees represented herein by Plaintiff are defined as:

8 (1) All persons who are or have been employed as an hourly non-
9 exempt employee of Hydroform USA Incorporated within the State
10 of California at any time during the period from October 13, 2017
to September 30, 2022. ("Class Members")

11 (2) All persons who are or have been employed as an hourly non-
12 exempt employee of Hydroform USA Incorporated within the State
13 of California at any time during the period from October 13, 2020
to September 30, 2022. ("PAGA Group")

14 7. The Court's Preliminary Approval Order preliminarily certifying the Settlement Class
15 is hereby made final.

16 8. The Settlement Class include all employees defined above who did not opt out by
17 properly filling out and filing timely requests for exclusion with the Claims Administrator.

18 9. Plaintiff, on behalf of himself and the other class members, recovers from said
19 Defendant, a total sum of \$425,000.00. In addition, Defendant shall be responsible for paying the
20 employer's share of any appropriate and lawful payroll taxes it is required to pay as the employer of
21 the Plaintiff and Class Members, if any such payroll taxes are required. In this case, money will be
22 paid out to all current and former employee Class Members who did not opt out of participating in the
23 Settlement. Defendant will also pay the Labor Workforce Development Agency, Class Representative
24 Enhancement, Claims Administration costs, and attorney's fees and costs as set forth in the Settlement
25 Agreement.

26 10. Plaintiff's Motion for Final Approval of Attorney's Fees and Costs is hereby granted,
27 and Darren M. Cohen of Kingsley & Kingsley, APC is deemed Class Counsel. Kingsley & Kingsley,
28 APC shall receive \$141,666.67 as attorney's fees, plus actual costs of \$14,667.46. The Labor

1 Workforce Development Agency shall receive a payment of \$15,000.00. The Claims Administrator,
2 ILYM Group, Inc., shall receive \$8,500.00 as fees for the costs of settlement administration. Plaintiff
3 Romulo Gomez shall receive \$5,000.00 as a Class Representative Enhancement.

4 11. At the conclusion of the May 7, 2024 deadline to file a request for exclusion or
5 objection for the Settlement Class Members, there were no opt opts to the Settlement.

6 12. At the conclusion of the May 7, 2024 deadline to file a request for exclusion or
7 objection for the Settlement Class Members, there were no objections to the Settlement.

8 13. Upon the date on which Defendant fully funds the Settlement, all Participating Class
9 Members, on behalf of themselves and their respective former and present representatives, agents,
10 attorneys, heirs, administrators, successors, and assigns, release Defendant and each of its former and
11 present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns,
12 subsidiaries, and affiliates (“Released Parties”) from all claims that were alleged, or reasonably could
13 have been alleged, based on the Class Period (October 13, 2017 to September 30, 2022) facts stated
14 in the Operative Complaint, including any and all claims involving any alleged failure to pay wages
15 and/or overtime, failure to provide meal periods, failure to provide rest periods, failure to provide
16 accurate itemized wage statements, and failure to pay wages upon termination/resignation. Except as
17 set forth in Section 6.3 of the Settlement Agreement, Participating Class Members do not release any
18 other claims, including claims for vested benefits, wrongful termination, violation of the Fair
19 Employment and Housing Act, unemployment insurance, disability, social security, workers’
20 compensation, or claims based on facts occurring outside the Class Period.

21 14. After the Court’s judgment is final, and Defendant has paid the Gross Settlement and
22 separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from
23 asserting PAGA claims against Defendant, whether or not they exclude themselves from the
24 Settlement. This means that all Aggrieved Employees, including those who are Participating Class
25 Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in
26 any other PAGA claim against Defendant or its related entities based on the PAGA Period (October
27 13, 2020 to September 30, 2022) facts alleged in the Action and resolved by this Settlement.

28 15. All Non-Participating Class Members who are Aggrieved Employees are deemed to

1 release, on behalf of themselves and their respective former and present representatives, agents,
2 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for
3 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period
4 facts stated in the Operative Complaint, and the PAGA Notice, including any and all claims involving
5 any alleged failure to pay wages and/or overtime, failure to provide meal periods, failure to provide
6 rest periods, failure to provide accurate itemized wage statements, and failure to pay wages upon
7 termination/resignation.

8 16. All members of the Settlement Class, are bound by the instant Final Judgment and by
9 the previously approved Settlement Agreement, including but not limited to the release contained
10 therein. Each Class Member is hereby deemed conclusively to have released Defendant and any
11 Released Parties from any claims raised in the First Amended Class Action Complaint herein and as
12 more particularly described in Settlement Agreement. Each Class Member is barred and permanently
13 enjoined from commencing or prosecuting any of the claims, either directly, representatively or in any
14 other capacity, that are released by the Settlement Agreement, the Notice, or the instant Final
15 Judgment. Accordingly, all members of the Settlement Class are further barred from seeking
16 additional recovery and/or penalties, on their own behalf or on behalf of other individuals or entities
17 that is based on a claim released herein.

18 17. The making of the Settlement Agreement does not constitute an admission by
19 Defendant, nor is this Judgment a finding of the validity of any claims in the First Amended Class
20 Action Complaint in this action or of any other wrongdoing. Further, the Settlement Agreement is not
21 a concession and shall not be used as an admission of any wrongdoing, fault or omission of any entity
22 or persons; nor may any action taken to carry out the terms of the Settlement Agreement be construed
23 as an admission or concession by or against Defendant or any related person or entity. Evidence of
24 the making of the Settlement Agreement shall not be offered or received in evidence in any action or
25 proceeding against Defendant in any Court, or other tribunal for any purpose, other than to enforce the
26 instant Judgment and its provisions or the Settlement Agreement, or to support a defense of res
27 judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other
28 theory of claim or issue preclusion or similar defense or claim.

1 18. The Court retains jurisdiction over this Action pursuant to California Code of Civil
2 Procedure § 384(b) to address uncashed Settlement Award checks, if necessary. In the event
3 settlement checks are not negotiated within One Hundred Eighty (180) days of mailing to Class
4 Members or undeliverable, the Claims Administrator is to transfer any uncashed Settlement Award
5 checks, including any interest that has accrued thereon, to the California State Controller's Office
6 Unclaimed Property Fund in the name of the individual.

7 19. The Court hereby enters judgment in the entire Action pursuant to the terms set forth
8 in the Stipulation. Without affecting the finality of this Final Order in any way, the Court hereby
9 retains continuing jurisdiction over the interpretation, implementation and enforcement of the
10 Settlement and all orders entered in connection therewith pursuant to California Code of Civil
11 Procedure § 664.6.

12 20. The Court finds the settlement payments provided for under the Settlement Agreement
13 to be fair and reasonable in light of all of the circumstances. The Court orders the calculations and the
14 payments to be made and administered in accordance with the terms of the Settlement Agreement.

15 21. The Court also hereby finds that there were no objections to the Settlement raised by
16 any person on the record at the hearing on the Final Order.

17
18 DATED: 06/11/2024 _____



William F. Highberger

JUDGE OF THE SUPERIOR COURT
William F. Highberger / Judge

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On May 17, 2024, I served all interested parties in this action the following documents described as **[PROPOSED] FINAL JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Christopher B. Cato
ccato@grsm.com
Gordon Rees Scully Mansukhani, LLP
633 West Fifth Street, 52nd Floor
Los Angeles, CA 90071

☐ **(BY MAIL)** I am “readily familiar” with the firm’s practice of collection and processing correspondence for mailing. Under that practice it would be deposited with U.S. postal service on that same day with postage fully prepaid at Encino, California in the ordinary course of business. I am aware that on motion of the party served, service is presumed invalid if postal cancellation date or postage meter date is more than one day after date of deposit for mailing in affidavit.

☒ **BY ELECTRONIC MAIL THROUGH CASE ANYWHERE:** On interested parties set forth on the attached service list.

☒ **(STATE)** I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 17, 2024, at Woodland Hills, California.



Michelle A. Tanzer