

FILED
Superior Court of California
County of Los Angeles

04/22/2024

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

Kane Moon (SBN 249834)
E-mail: kmoon@moonlawgroup.com
Allen Feghali (SBN 301080)
E-mail: afeghali@moonlawgroup.com
Edwin Kamarzarian (SBN 327830)
E-mail: ekamarzarian@moonlawgroup.com
MOON LAW GROUP, PC
1055 W. Seventh St., Suite 1880
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Attorneys for Plaintiff Adrian Velazquez

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

ADRIAN VELAZQUEZ, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

HANMAR, LLC, a limited liability company dba
METALITE MANUFACTURING; and DOES 1
through 10, inclusive,

Defendants

Case No.: 22STCV00544

CLASS AND REPRESENTATIVE ACTION

[Hon. Stuart M. Rice, Dept. 1]

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

[Filed with [Proposed] Amended Judgment]

FINAL APPROVAL HEARING:

Date: April 22, 2024

Time: 10:30 a.m.

Dept.: 1

Action Filed: January 6, 2022

Trial Date: None set

1 **~~PROPOSED~~ AMENDED FINAL APPROVAL ORDER**

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

3 On October 4, 2023, the Court entered an Order which granted Plaintiff's Motion for
4 Preliminary Approval of Class Action Settlement, granted conditional class certification, approved
5 the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary Approval Order"),
6 thereby preliminarily approving a settlement of the above-entitled action (the "Action") that was
7 reached between Plaintiff Adrian Velazquez ("Plaintiff") and Defendant Hanmar, LLC dba Metalite
8 Manufacturing ("Defendant") (together with Plaintiff, the "Parties"), in accordance with the Parties'
9 Amended Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement"). The
10 Settlement was attached as **Exhibit 1** to the Supplemental Declaration of Kane Moon in Support of
11 Plaintiff's Motion for Preliminary Approval of Class Action Settlement that was filed on October 3,
12 2023.

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

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

23 **THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:**

24 1. The Court, for purposes of this Amended Final Approval Order, refers to all terms
25 and definitions as set forth in the Settlement.

26 2. Plaintiff's Motion for Final Approval came before Department 1 of this Court, the
27 Honorable Stuart M. Rice presiding, on April 22, 2024.

28 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 his 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 “Settlement
12 Class Members”):

13 All persons employed by Defendant in California and classified as a non-exempt, hourly paid
14 employee who worked for Defendant during the Class Period, meaning from January 6, 2018
15 to December 31, 2022. Excluded from the Settlement Class are all Class Members who
16 submit a valid and timely Request for Exclusion from the Settlement.

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 deadline for Class Members to submit a Request for Exclusion or to submit
22 written objections to the Settlement was December 23, 2023.

23 7. No Requests for Exclusion were received. Accordingly, all 116 Class Members
24 remain in the Settlement Class.

25 8. All Class Members had an opportunity to object to the Settlement. No written
26 objections were received.

27 9. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
28 Court Approval (the “Class Notice”), which was attached to the Settlement as **Exhibit A** and

1 provided to the Class pursuant to the plan for distribution described under the Settlement, conformed
2 with the requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the
3 best notice practicable under the circumstances, by providing individual and adequate notice of the
4 proceedings and of the matters set forth therein to Class Members. The Class Notice fully satisfied
5 the requirements of due process and provided the Class Members with adequate instructions and a
6 variety of means to obtain additional information.

7 10. A full opportunity has been afforded to Class Members to participate in the Final
8 Approval Hearing, and all Class Members and other persons wishing to be heard have been heard
9 and/or had an opportunity to be heard. Class Members have had a full and fair opportunity to exclude
10 themselves from, or object to, the Settlement. Accordingly, the Court determines that all Class
11 Members who did not submit a timely Request for Exclusion (“Participating Class Members”) are
12 bound by this Final Approval Order and the concurrently filed Judgment.

13 11. Release As to Class Members. Effective on the date when Defendant fully funds the
14 entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion
15 of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims
16 against all Released Parties as follows: (Settlement Agreement, ¶ 5.)

17 a. Plaintiff’s Release. Plaintiff and his or her respective former and present
18 spouses, representatives, agents, attorneys, heirs, administrators, successors,
19 and assigns generally, release and discharge Released Parties from all claims,
20 transactions, or occurrences that occurred during the Class Period, including,
21 but not limited to: (a) all claims that were, or reasonably could have been,
22 alleged, based on the facts contained, in the Operative Complaint and (b) all
23 PAGA claims that were, or reasonably could have been, alleged based on
24 facts contained in the Operative Complaint and Plaintiff’s PAGA Notice
25 (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or
26 actions to enforce this Agreement, or to any claims for vested benefits,
27 unemployment benefits, disability benefits, social security benefits, workers’
28 compensation benefits that arose at any time, or based on occurrences outside

1 the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or
2 law different from, or in addition to, the facts or law that Plaintiff now knows
3 or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be
4 and remain effective in all respects, notwithstanding such different or
5 additional facts or Plaintiff's discovery of them. (Settlement Agreement, ¶
6 5.1.)

7 1) Plaintiff's Waiver of Rights under California Civil Code § 1542. For
8 purposes of Plaintiff's Release, Plaintiff expressly waives and
9 relinquishes the provisions, rights, and benefits, if any, of Section 1542
10 of the California Civil Code, which reads: A general release does not
11 extend to claims that the creditor or releasing party does not know or
12 suspect to exist in his or her favor at the time of executing the release,
13 and that if known by him or her would have materially affected his or
14 her settlement with the debtor or Released Party. (Settlement
15 Agreement, ¶ 5.1.1.)

16 b. Release by Participating Class Members Who Are Not Aggrieved
17 Employees. All Participating Class Members, on behalf of themselves and
18 their respective former and present representatives, agents, attorneys, heirs,
19 administrators, successors, and assigns, release Released Parties from (i) all
20 claims that were alleged, or reasonably could have been alleged, based on the
21 Class Period facts stated in the Operative Complaint including, any and all
22 claims involving unpaid wages, failure to pay minimum wages, overtime
23 compensation, straight time compensation, rest and recovery time, non-
24 productive time; failure to provide compliant meal, rest, and/or recovery
25 periods; failure to pay premiums at all or at the correct rate for any violation of
26 meal, rest, and recovery period obligations; failure to provide legally complaint
27 wage statements; failure to timely pay regular and final wages; failure to
28 reimburse business expenses; unfair business practices and unfair competition;

1 failure to pay all hours worked; failure to keep accurate records; liquidated
2 damages; interest; declaratory relief; any and all related penalties, including,
3 but not limited to, recordkeeping penalties, wage statement penalties, minimum
4 wage penalties, meal and rest period penalties, and waiting time penalties;
5 statutory penalties and/or civil penalties; attorneys' fees and costs; liquidated
6 damages; and/or interest associated with any of the foregoing. Except as set
7 forth in Section 5.3 of this Agreement, Participating Class Members do not
8 release any other claims, including claims for vested benefits, wrongful
9 termination, violation of the Fair Employment and Housing Act,
10 unemployment insurance, disability, social security, workers' compensation,
11 or claims based on facts occurring outside the Class Period. (Settlement
12 Agreement, ¶ 5.2.)

- 13 c. Release by Class Members Who Are Aggrieved Employees. All Participating
14 Class Members and all Non-Participating Class Members who are Aggrieved
15 Employees are deemed to release, on behalf of themselves and their respective
16 former and present representatives, agents, attorneys, heirs, administrators,
17 successors, and assigns, the Released Parties from all claims for PAGA
18 penalties that were alleged, or reasonably could have been alleged, based on
19 the PAGA Period facts stated in the Operative Complaint and the PAGA
20 Notice, including, any and all claims involving unpaid wages, failure to pay
21 minimum wages, overtime compensation, straight time compensation, rest and
22 recovery time, non-productive time; failure to provide compliant meal, rest,
23 and/or recovery periods; failure to pay premiums at all or at the correct rate for
24 any violation of meal, rest, and recovery period obligations; failure to provide
25 legally complaint wage statements; failure to timely pay regular and final
26 wages; failure to reimburse business expenses; unfair business practices and
27 unfair competition; failure to pay all hours worked; failure to keep accurate
28 records; liquidated damages; interest; declaratory relief; any and all related

penalties, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum wage penalties, meal and rest period penalties, and waiting time penalties; statutory penalties and/or civil penalties; attorneys' fees and costs; liquidated damages; and/or interest associated with any of the foregoing. (Settlement Agreement, ¶ 5.3.)

d. "Released Parties" shall mean: Defendant and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates. (Settlement Agreement, ¶ 1.41.)

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

13. The Court finds that the Gross Settlement Amount ("GSA"), the Net Settlement Amount, and the methodology used to calculate Individual Class Payments and Individual PAGA Payments to Participating Class Members and Aggrieved Employees, respectively, are fair and reasonable. Thus, Court authorizes the Administrator to calculate and pay individual settlement shares in accordance with the terms of the Settlement.

14. Defendant is ordered to fully fund the GSA (**\$610,000.00**), and also the amounts necessary for Defendant's share of employer payroll taxes owed on the Wage Portions of the Individual Class Payments, by transmitting the funds to the Administrator no later than thirty (30) days after the Effective Date, as that term is defined under the Settlement.

15. Within fourteen (14) calendar days after Defendant funds the GSA, the Settlement Administrator shall disburse, in the amounts approved by the Court as provided below, the following payments: (1) the Class Counsel Fees Payment (\$203,333.33); (2) the Class Counsel Litigation Expenses Payment (\$15,786.27); (3) the Class Representative Service Payment (\$7,500.00); (4) Administration Expenses Payment (\$7,500.00); (5) the LWDA PAGA Payment (\$45,000.00); and (6) the 25% share (\$15,000.00) of the PAGA Penalties payable to Aggrieved Employees in Individual PAGA Payments. The remainder (**\$315,880.40**) shall constitute the Net Settlement Amount ("NSA"), which shall be distributed to Participating Class Members in Individual Class Payments.

1 16. A total amount of \$60,000.00 shall be allocated as “PAGA Penalties,” payable from
2 the GSA, for resolution of the Released PAGA Claims and distributed as follows: 75% (**\$45,000.00**)
3 to the California Labor and Workforce Development Agency (the “LWDA”) (the “LWDA PAGA
4 Payment”) and 25% (**\$15,000.00**) to Aggrieved Employees (the “Individual PAGA Payments”). The
5 LWDA and Aggrieved Employees’ claims for the Released PAGA Claims are hereby extinguished.

6 17. The Court confirms the appointment of Plaintiff as the Class Representative, for
7 settlement purposes only. In addition to any recovery that Plaintiff is eligible to receive as a
8 Participating Class Member and Aggrieved Employee, the Court approves and orders a service
9 payment to Plaintiff in the amount of **\$7,500.00** (the “Class Representative Service Payment”),
10 payable from the GSA, for his role and service as the Class Representative, for the risks and work
11 attendant to that role, and for his general release of claims and waiver of section 1542 rights.

12 18. The Court confirms the appointment of Kane Moon, Allen Feghali, and Edwin
13 Kamarzarian of Moon Law Group, PC, as Class Counsel, for settlement purposes only, as they are
14 experienced in wage and hour class action litigation, have no apparent conflicts of interest with
15 Plaintiff, other Class Members, or the Administrator, and have adequately represented Class interests.
16 The Court approves and orders the payments to Class Counsel, payable from the GSA, of
17 **\$203,333.33** for reasonable attorneys’ fees (“Class Counsel Fees Payment”), and of **\$15,786.27**, for
18 reimbursement of out-of-pocket costs (“Class Counsel Litigation Expenses Payment”). The Court
19 finds that these amounts are reasonable considering the benefits provided to the Class.

20 19. The Court confirms the appointment of ILYM Group, Inc. as the Administrator, who
21 has fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the
22 Administrator of **\$7,500.00** (“Administration Expenses Payment”), payable from the GSA, for
23 settlement administration.

24 20. Pursuant to California Code of Civil Procedure section 384, following the expiration
25 of the 180-day check-cashing deadline, should there be any uncashed checks, the Settlement
26 Administrator shall transmit those amounts to the California State Controller’s Office for Unclaimed
27 Property in the name of each Participating Class Member and/or Aggrieved Employee who failed to
28 cash their settlement check prior to the void date.

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

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

6 23. The obligations set forth in the Settlement are deemed part of this Final Approval
7 Order and the concurrently filed Judgment, and the Parties and Settlement Administrator are ordered
8 to carry out the Settlement according to its terms and provisions.

9 24. Following entry of the concurrently filed Judgment, and without affecting the finality
10 thereof, pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
11 continuing jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i)
12 enforcing this Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii)
13 addressing such post-Judgment matters as are permitted by law.

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

19 26. The Court sets a (Non-Appearance) ~~Compliance Hearing~~ ^{Case Review} re: Distribution on
20 **February 13, 2025 at 4 :00 a.m./p.m. in Department 1.** Class Counsel are ordered to file a
21 final report and declaration by the Administrator regarding settlement distribution no later than
22 five (5) court days prior to the Compliance Hearing. No appearance will be required ~~at the~~
23 ~~The Court may set a further Non-Appearance Case Review if uncashed funds remain in the custody~~
~~Compliance Hearing if the Settlement Administrator's declaration reports that all the distributions~~
24 ~~of the administrator.~~
~~under the Agreement are complete.~~

25 **IT IS SO ORDERED.**

26 DATE: April 22, 2024



Stuart M. Rice

Stuart M. Rice / Judge

27 THE HON. STUART M. RICE
28 Judge of the Superior Court, Los Angeles County