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Superior Court of California,
County of San Diego

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Clerk of the Superior Court
By C. Hines ,Deputy Clerk

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Attorneys for Plaintiff, Oscar Sanchez

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

OSCAR SANCHEZ, individually, and on behalf
of all others similarly situated,

Plaintiff,

v.

SOCIEDAD TEXTIL LONIA, CORP, a
Delaware corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 37-2022-00003074-CU-OE-CTL

[Honorable Robert Longstreth,
Department C-65]

**~~SECOND AMENDED [PROPOSED] ORDER~~
AND JUDGMENT GRANTING PLAINTIFF
OSCAR SANCHEZ'S MOTION FOR FINAL
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

FINAL APPROVAL HEARING

Date: July 12, 2024
Time: 8:30 AM
Dept: C-65

Complaint Filed: January 25, 2022
Trial Date: Not Set

1 The Court issued an Order Granting Plaintiff Oscar Sanchez’s Motion for Preliminary
2 Approval of Class and Representative Action Settlement on August 23, 2023. Plaintiff Oscar
3 Sanchez (“Plaintiff”) now seeks a Final Order and Judgment Granting Final Approval of the same
4 Stipulation of Class and Representative Action Settlement ("Settlement") between Plaintiff and
5 Defendant Sociedad Textil Lonia, Corp. ("Defendant"), attached to the Amended Declaration of
6 Kane Moon in Support of Plaintiff Oscar Sanchez’s Motion for Final Approval of Class and
7 Representative Action Settlement (“*Am. Moon Decl.*”) as **Exhibit 1**.

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

13 The Court has jurisdiction over all claims asserted in this Action, Plaintiff, all Participating
14 Class Members, all PAGA Members, and Defendant.

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

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

19 For purposes of effectuating the Settlement, the following Class is hereby certified: all current
20 or former hourly non-exempt employees who worked for Defendant in California as an hourly, non-
21 exempt employee at any time during the period commencing on January 25, 2018 and ending on
22 August 11, 2023. *Settlement*, ¶¶ 4, 9, 11.

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

25 No Class Members have objected to the terms of the Settlement, and no Class Members have
26 requested exclusion from the Settlement. *Supplemental Declaration of Lisa Pavlik* (“*Pavlik Decl.*”),
27 ¶¶ 15, 16. There are therefore 246 Participating Class Members, representing 100% of the 246 total
28 Class Members. *Id.* at ¶¶ 11, 18.

1 Plaintiff, all Participating Class Members, and all PAGA Members shall have, by operation of
2 this Final Order and Judgment, fully, finally and forever released, relinquished, and discharged all
3 Released Parties from all Released Claims in accordance with the Settlement and reproduced here:

- 4 1. “Released Parties” means Defendant and each of its current and former agents,
5 officers, employees, directors, owners, members, subsidiaries, affiliates, parent
6 companies, licensors, licensees, insurers, attorneys and other related parties who may
7 be liable for any of the Released Claims. *Settlement*, ¶ 45.
- 8 2. “Released Claims” means all claims, rights, demands, liabilities and causes of action
9 arising from the alleged (1) Failure to Pay Minimum Wages (Cal. Lab. Code §§ 204,
10 1194, 1194.2, and 1197); (2) Failure to Pay Overtime Compensation (Cal. Lab. Code
11 §§ 510, 1194 and 1198); (3) Failure to Provide Meal Periods (Cal. Lab. Code §§
12 226.7, 512); (4) Failure to Authorize and Permit Rest Breaks (Cal. Lab. Code §§
13 226.7); (5) Failure to Indemnify Necessary Business Expenses (Cal. Lab. Code §
14 2802); (6) Failure to Timely Pay Final Wages at Termination (Cal. Lab. Code §§ 201-
15 203); (7) Failure to Provide Accurate Itemized Wage Statements (Cal. Lab. Code §
16 226); (8) Unfair Business Practices (Cal. Bus. & Prof. Code §§ 17200, *et seq.*); and
17 (9) Civil Penalties Under PAGA (Cal. Lab. Code §§ 2699, *et seq.*); and all other
18 claims, rights, demands, liabilities and causes of action that may have been alleged
19 based on the facts alleged in Plaintiff’s January 20, 2022 PAGA letter, the initial
20 Complaint, and the operative complaint in the Action including Labor Code section
21 210, 218.5, 218.6, 226.3, 227.3, 558, 1021.5, 1174, 1174.5, 1197.1, and Wage Order
22 7. *Settlement*, ¶ 44.
- 23 3. Participating Class Members’ Release of Released Claims. After Defendant remits the
24 Gross Settlement Amount in full to the Settlement Administrator, Plaintiff and all
25 other Participating Class Members shall be deemed to have settled and released all
26 Released Claims against the Released Parties that do not arise under PAGA.
27 *Settlement*, ¶ 63(a).

- 1 4. “PAGA Claims” means all claims or causes of action under PAGA that were or could
2 have been premised on the claims, liabilities, demands, causes of action, rights,
3 penalties, legal theories of relief, or obligations of any nature in Plaintiff’s January 20,
4 2022 PAGA notice to the LWDA and Defendant in LWDA Case No. LWDA-CM-
5 863868-22 and that were alleged or reasonably could have been alleged based on the
6 facts asserted in the operative complaint in the Action including, but not limited to,
7 for violations of the California Labor Code and California Industrial Welfare
8 Commission Wage Orders. *Settlement*, ¶ 31.
- 9 5. California’s and PAGA Members’ Release of PAGA Claims. After Defendant remits
10 the Gross Settlement Amount in full to the Settlement Administrator, the State of
11 California, by and through Plaintiff, its deputized PAGA representative, and all
12 PAGA Members shall be deemed to have settled and released all PAGA Claims
13 against the Released Parties. *Settlement*, ¶ 63(b).
- 14 6. Defendant’s Payment of the Gross Settlement After Final Approval. No later than
15 fourteen (14) days after the Court enters a Final Approval Order, Defendant shall
16 remit the Gross Settlement Amount in its entirety to the Settlement Administrator via
17 secure wire transfer or by other secure means and the Settlement Administrator shall
18 report to the Parties whether it received the entire Gross Settlement Amount in a
19 timely manner within three (3) business days. *Settlement*, ¶ 85(a). No later than seven
20 (7) days after receiving the Gross Settlement Amount in full and the Effective Date
21 occurs, the Settlement Administrator shall distribute all payments from the Settlement
22 fund. *Settlement*, ¶ 86.
- 23 7. “Effective Date” means the later of the following dates: (i) sixty-five (65) days after
24 the Court enters Final Judgment and no appeal, writ or other challenge to the finality
25 of the judgment has been filed; or (ii) five (5) days after the day when all appeals,
26 writs or other challenges to the Final Judgment have been resolved in a manner that
27 affirms the finality of the judgment and the time for the filing of any further appeals,
28 writs or other challenges has lapsed. *Settlement*, ¶ 16.

1 The Gross Settlement Amount, Net Settlement Amount, and methodology used to calculate
2 and pay the Individual Settlement Payments and Individual PAGA Payments is fair and reasonable.
3 The Settlement Administrator is authorized to pay the Individual Settlement Payments and Individual
4 PAGA Payments to the Participating Class and PAGA Members in accordance with the Settlement.

5 Defendant shall pay a total of \$278,987.07 to resolve this litigation. *Pavlik Decl.*, ¶ 18.
6 Defendant shall remit the Gross Settlement Amount to the Settlement Administrator no later than
7 fourteen (14) days after the Court enters the Final Approval Order. *Settlement*, ¶ 85(a). The
8 Settlement Administrator shall distribute the Gross Settlement Amount payments no later than seven
9 (7) days of receipt thereof and the occurrence of the Effective Date. *Settlement*, ¶ 86.

10 From the Gross Settlement Amount, a payment of \$15,000.00 shall be paid to the California
11 Labor and Workforce Development Agency (“LWDA”), representing 75% of the PAGA Payment
12 awarded under the terms of the Settlement, pursuant to the California Private Attorneys General Act
13 of 2004, *Labor Code* sections 2698, *et. seq.* *Settlement*, ¶¶ 35-37; *Pavlik Decl.*, ¶ 18.

14 From the Gross Settlement Amount, a Class Representative Service Award in the amount of
15 \$5,000.00 shall be paid to Oscar Sanchez for his service in furtherance of the Action. *Settlement*, ¶
16 12. Oscar Sanchez is hereby confirmed as Class Representative.

17 From the Gross Settlement Amount, a Class Counsel Fee Award in the amount of \$92,995.69
18 and Class Counsel Cost Award in the amount of \$12,700.42 shall be paid to Class Counsel for their
19 reasonable fees and actual costs incurred in furtherance of this Action. *Settlement*, ¶¶ 6, 7; *Am. Moon*
20 *Decl.*, Ex. 4. The fees and costs shall be distributed to Class Counsel as set forth in the Settlement.
21 The Court finds that the fees are reasonable in light of the benefit provided to the Class. Moon Law
22 Group, P.C. is hereby confirmed as Class Counsel.

23 From the Gross Settlement Amount, Settlement Administration Costs in the amount of
24 \$9,000.00 shall be paid to the designated Settlement Administrator, Simpluris, Inc. *Settlement*, ¶ 48.

25 The Class Notice conforms with the requirements of *California Rules of Court* rules 3.766
26 and 3.769 and constitutes the best notice practicable under the circumstances, providing individual
27 notice to all Class Members who could be identified through reasonable effort and due and adequate
28

1 notice of the proceedings and matters set forth therein. The Class Notice also satisfies the
2 requirements of Due Process.

3 This Judgment is intended to be a final disposition of the Action in its entirety and is intended
4 to be immediately appealable.

5 The Parties are ordered to have notice of this Final Order and Judgment sent to all
6 Participating Class Members and PAGA Members in accordance with *California Rules of Court*
7 section 3.771(b), along with the Individual Settlement Payments and Individual PAGA Payments
8 issued via First Class U.S. Mail to their last known addresses and to the LWDA, pursuant to *Labor*
9 *Code* section 2699(1)(3). *Settlement*, ¶ 84(b).

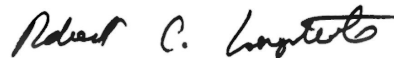
10 This Court shall retain jurisdiction with respect to all matters related to the administration and
11 consummation of the Settlement and any and all claims asserted in, arising out of, or related to the
12 subject matter of the lawsuit, including, but not limited to, all matters related to the Settlement and
13 the determination of all controversies relating thereto. *Settlement*, ¶¶ 90, 91.

14 Plaintiff Oscar Sanchez's Motion for Final Approval of Class and Representative Action
15 Settlement is hereby granted, and the Court directs that Judgment shall be entered in accordance with
16 the terms of this Order.

17 The Court sets a Compliance Hearing Re: Distribution for **January 17, 2025**, at 8:30 a.m., in
18 Department C-65 of the Superior Court of California for the County of San Diego. Class Counsel is
19 ordered to file a Final Declaration on behalf of the Administrator regarding the status of distribution
20 on or before **January 8, 2025**.

21 **IT IS SO ORDERED.**

22 DATE: 7/19/2024



R. Longstreth

Honorable Robert Longstreth
Judge of the Superior Court of California for the
County of San Diego

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the county of Los Angeles, State of California. I am over the age of 18 and
4 not a party to the within action; my business address is 725 S. Figueroa St., Los Angeles, California
90017. On **July 11, 2024**, I served the foregoing document described as:

5 **AMENDED [PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF JORGE**
6 **GUZMAN PIMENTEL'S MOTION FOR FINAL APPROVAL OF CLASS AND PAGA**
ACTION SETTLEMENT

7 X by emailing ____ the original X a true copy thereof enclosed in sealed envelope(s) addressed as
8 follows:

9 An Nguyen Ruda (Cal. SBN 215453) (aruda@bzbm.com)

Ronnie Shou (Cal. SBN 312955) (rshou@bzbm.com)

10 **BARTKO ZANKEL BUNZEL & MILLER**

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11
12 *Attorneys for Defendants SOCIEDAD TEXTIL LONIA, CORP.*

13
14 ☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to
15 accept electronic service, I caused the documents to be sent to the persons at the
electronic service addresses listed above via e-mail. I did not receive an error message.

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

18 Executed this, **July 11, 2024** at Los Angeles, California.

19 Steven Delgado
20 Type or Print Name

/s/ Steven Delgado
Signature