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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

JAMES F. RACHAL JR., an individual, on
behalf of himself and on behalf of all persons
similarly situated,

Plaintiff,

v.

ELG METALS, INC., a Pennsylvania
Corporation; and DOES 1-50, Inclusive,

Defendants.

Case No. 20STCV45861

[PROPOSED] JUDGMENT

Date: June 23, 2023
Time: 10:30 a.m.

Judge: Hon. Stuart M. Rice
Dept.: 1

1 Plaintiff's motion for an order finally approving the Joint Stipulation of Settlement and
2 Release of Class and PAGA Action ("Agreement") and Motion for Class Counsel Fees, Litigation
3 Expenses Payment and Incentive Award duly came on for hearing on June 23, 2023, before the
4 above-entitled Court. The parties having settled this action and the Court having entered an Order
5 Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause
6 appearing therefor,

7 **IT IS HEREBY ORDERED, ADJUDICATED, and DECREED THAT:**

8 1. The certification of the Settlement Class is confirmed for the purposes of
9 settlement. The Class is defined as all non-exempt employees of ELG METALS, INC.
10 ("Defendant") in California from January 18, 2017, to May 15, 2022 ("Class Period").

11 2. All persons who meet the foregoing definition are members of the Settlement
12 Class, except for those individuals who filed a valid request for exclusion ("opt out") from the
13 Class. There are 35 Class Members who worked for Defendant during the Class Period. After
14 providing Notice to the Class, there are zero opt-outs and zero objections to the Settlement.

15 3. Except as set forth in the Agreement, the Order Granting Motion for Final
16 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all
17 members of the Settlement Class, shall take nothing in the Action. Each party shall bear its own
18 attorneys' fees and costs, except as otherwise provided in the Agreement, the Order Granting
19 Motion for Final Approval of Class Action and PAGA Settlement, and in this Final Judgment.

20 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
21 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
22 supervise and adjudicate any dispute arising from or in connection with the distribution of
23 settlement benefits.

24 5. As of the date the Defendant funds the Gross Settlement Amount, each Class
25 Member who has not validly opted out, has released the "Released Class Claims" against the
26 Defendant and all of the "Released Parties" as set forth in the Agreement.

27 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
28

1 (a) The Released Class Claims are defined as all claims and theories that were
2 set forth, or that could have been set forth based on the facts alleged in the Action during the Class
3 Period, including under California Labor Code sections 201, 201.3, 202, 203, 204, 210, 218.5,
4 218.6, 223, 225.5, 226, 226(a), 226.3, 226.7, 510, 512, 558, 1174(d), 1174.5, 1194, 1197, 1197.1,
5 1197.14, 1198, 1198, 1199, 2808, and related IWC Wage Orders, based on the various theories of
6 liability, including, but not limited to, Defendant's alleged failure to: provide meal periods,
7 provide rest periods, pay for all hours worked, pay overtime wages at the correct rate, pay
8 minimum wage, provide reimbursement for business expenses, provide accurate wage statements ,
9 and timely pay all final wages at separation of employment.

10 (b) The "Released Parties" means Defendant and its officers, directors,
11 managers, owners, executives, partners, exempt employees, shareholders, agents, attorneys, any of
12 its former and present parents, subsidiaries, and affiliates, and its officers, directors, managers,
13 owners, executives, partners, employees, shareholders, agents, attorneys, and any other successors,
14 assigns, or legal representatives.

15 7. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiff, the
16 Labor and Workforce Development Agency ("LWDA"), the State of California, and each "PAGA
17 Group Member" has released the Released Parties from the "Released PAGA Claims" for the
18 "PAGA Period" as set forth in the Agreement.

19 8. As used in paragraph 7 above, the quoted terms have the meanings as set forth
20 below:

21 (a) The PAGA Group Members are defined as all non-exempt employees of
22 Defendant in California from September 18, 2019 through July 27, 2022 ("PAGA Period").

23 (b) The Released PAGA Claims are defined as all claims for civil penalties
24 under the PAGA, including pursuant to California Labor Code sections 2698 and 2699, predicated
25 on the theories of liability that were set forth in the Action and Plaintiff's notice to the LWDA.

26 9. This Court hereby grants final approval and awards the following: (i) \$80,484.11
27 for the Class Counsel Fee and Litigation Expenses Payment comprised of one-third of the Gross
28 Settlement Amount, or Seventy Thousand, Eight Hundred Thirty-Three Dollars and Thirty-Three

1 Cents (\$70,833.33) and costs and expenses in the amount of Nine Thousand, Six Hundred Fifty
2 Dollars and Seventy-Eight Cents (\$9,650.78); (ii) the Incentive Award to Class Representative,
3 James Rachal, of Ten Thousand Dollars and Zero Cents (\$10,000.00); (iii) Administrative
4 Expenses of Five Thousand, Six Hundred Twenty-Eight Dollars and Forty Cents (\$5,628.40) to
5 ILYM Group, Inc.; (iv) Three Thousand, Seven Hundred Fifty Dollars and Zero Cents (\$3,750.00)
6 (75% of the PAGA Payment) to the Labor and Workforce Development Agency (“LWDA PAGA
7 Payment”); and (v) One Thousand, Two Hundred Fifty Dollars and Zero Cents (\$1,250.00) (25%
8 ofc the PAGA Payment) to the PAGA Group Members.

9 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce
10 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
11 California Labor Code section 2699(1)(3).

12 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
13 **ORDERED.**

14 DATED: _____

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17 _____
18 Hon. Stuart M. Rice
19 Judge, Superior Court for the State of California,
20 County of Los Angeles
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