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FILED
Superior Court of California
County of Los Angeles
10/29/2024
David W. Slayton, Executive Officer / Clerk of Court
By: I. Arellanes Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

9 DANIEL MATTHEWS, an individual, on behalf
10 of himself and on behalf of all persons similarly
11 situated,
12
13 Plaintiffs,
14
15 v.
16
17 LUSK QUALITY MACHINE PRODUCTS, a
18 California Corporation; and DOES 1-50,
19 Inclusive,
20
21 Defendant(s).

Case No. 22STCV15409
~~PROPOSED~~ **FINAL APPROVAL ORDER
AND JUDGMENT**
Date: October 29, 2024
Time: 10:00 a.m.
Judge: Kenneth R. Freeman
Dept.: 14
Complaint Filed: May 9, 2022
Trial Date: None Set

22 The unopposed motion of Plaintiff Daniel Matthews (“Plaintiff”) for an order finally
23 approving the Class Action and PAGA Settlement Agreement (“Agreement”) with Defendant Lusk
24 Quality Machine Products (“Defendant”), attorneys’ fees and costs, representative service payment,
25 and the expenses of the Administrator duly came on for hearing on October 29, 2024 before the
26 Honorable Kenneth R. Freeman.

I.
FINDINGS

27 Based on the oral and written argument and evidence presented in connection with the motion,
28 the Court makes the following findings:

1. All terms used herein shall have the same meaning as defined in the Agreement.

1 2. This Court has jurisdiction over the subject matter of this litigation pending before the
2 Superior Court for the State of California, in and for the County of Los Angeles, and over all Parties
3 to this litigation, including the Class.

4 3. Based on a review of the papers submitted by Plaintiff and a review of the applicable
5 law, the Court finds that the Gross Settlement Amount of Three Hundred Sixty-Five Thousand
6 Dollars (\$365,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.

7 4. The Court further finds that the Settlement was the result of arm's length negotiations
8 conducted after Class Counsel had adequately investigated the claims and became familiar with the
9 strengths and weaknesses of those claims. In particular, the amount of the Settlement, and the
10 assistance of an experienced mediator in the settlement process, among other factors, support the
11 Court's conclusion that the Settlement is fair, reasonable, and adequate.

12 **Preliminary Approval of the Settlement**

13 5. On July 3, 2024, the Court granted preliminary approval of the Settlement. At this
14 same time, the Court approved conditional certification of the Class for settlement purposes only.

15 **Notice to the Class**

16 6. In compliance with the Preliminary Approval Order, the Court-approved Class Notice
17 was mailed by first class mail to members of the Class at their last-known addresses on or about
18 August 1, 2024. Mailing of the Class Notice to their last-known addresses was the best notice
19 practicable under the circumstances and was reasonably calculated to communicate actual notice of
20 the litigation and the proposed settlement to the Class. The Class Notice given to the Class Members
21 fully and accurately informed the Class Members of all material elements of the proposed Settlement
22 and of their opportunity to object to or comment thereon or to seek exclusion from the Settlement;
23 was valid, due, and sufficient notice to all Class Members; and complied fully with the laws of the
24 State of California, the United States Constitution, due process and other applicable law. The Class
25 Notice fairly and adequately described the Settlement and provided Class Members adequate
26 instructions and a variety of means to obtain additional information.

27 7. The Response Deadline for opting out or submitting written objections to the
28 Settlement was September 16, 2024, which for re-mailings was extended by fourteen (14) days. There

1 was an adequate interval between notice and the deadline to permit Class Members to choose what to
2 do and to act on their decision. A full and fair opportunity has been afforded to the Class Members
3 to participate in this hearing, and all Class Members and other persons wishing to be heard have had
4 a full and fair opportunity to be heard. Class Members also have had a full and fair opportunity to
5 exclude themselves from the proposed Settlement and Class. Accordingly, the Court determines that
6 all Class Members who did not timely and properly submit a request for exclusion are bound by the
7 Settlement and this Final Approval Order and Judgment.

8 **Fairness of the Settlement**

9 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.* 48
10 Cal.App.4th 1794, 1801 (1996).

11 a. The settlement was reached through arm's-length bargaining between the
12 Parties during an all-day mediation before Henry Bongiovi, Esq., an experienced mediator of wage
13 and hour class actions. There has been no collusion between the Parties in reaching the Settlement.

14 b. Plaintiff and Class Counsel's investigation and discovery have been sufficient
15 to allow the Court and counsel to act intelligently.

16 c. Counsel for all Parties are experienced in similar employment class action
17 litigation. Class Counsel recommended approval of the Agreement.

18 d. There are no objectors and requests for exclusion. No objections were
19 received. No requests for exclusion were received.

20 e. The participation rate was high. 153 Participating Class Members will be
21 mailed a settlement payment, representing 100% of the overall Class.

22 9. The consideration to be given to the Class Members under the terms of the
23 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
24 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
25 Members' claims, given the uncertainties and significant risks of the litigation and the delays which
26 would ensue from continued prosecution of the action.

27 10. The Agreement is approved as fair, adequate and reasonable and in the best interests
28 of the Class Members.

1 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

2 11. An award of \$121,666.65 for attorneys’ fees, representing one-third of the Gross
3 Settlement Amount, and Class Counsel Litigation Expenses of not more than \$20,000.00 of actual
4 expenses, is reasonable, in light of the contingent nature of Class Counsel’s fee, the hours worked
5 by Class Counsel, and the results achieved by Class Counsel. The requested award has been
6 supported by Class Counsel’s lodestar and billing statement.

7 **Class Representative Service Payment**

8 12. The Agreement provides for a Class Representative Service Payment of \$10,000 to
9 the Plaintiff, subject to Court approval.

10 **Administration Expenses Payment**

11 13. The Administrator shall calculate and administer the payment to be made to the
12 Class Members, transmit payment for attorneys’ fees and costs to Class Counsel, transmit the Class
13 Representative Service Payment to the Plaintiff, issue all required tax reporting forms, calculate
14 withholdings and perform the other remaining duties set forth in the Agreement. The Administrator
15 has documented \$6,750.00 in fees and expenses, and this amount is reasonable in light of the work
16 performed by the Administrator.

17 **PAGA Penalties**

18 14. The Agreement provides for a PAGA Penalties out of the Gross Settlement Amount
19 of \$10,000, which shall be allocated \$7,500 to the Labor & Workforce Development Agency
20 (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties paid under this
21 Agreement pursuant to the PAGA and \$2,500 to be distributed to the Aggrieved Employees and
22 allocated by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA Penalties
23 (\$2,500) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees
24 during the PAGA Period and (b) multiplying the result by each Aggrieved Employee’s PAGA
25 Period Pay Periods. “Aggrieved Employees” are all individuals classified as non-exempt
26 employees who are or previously were employed by Lusk Quality Machine Products and performed
27 work in California during the period of February 9, 2021 to January 13, 2023. Pursuant to Labor
28 Code section 2699, subdivision (1)(2), the LWDA was provided notice of the Agreement and these

1 settlement terms and has not indicated any objection thereto. The Court finds the PAGA Penalties
2 to be reasonable.

3 II.

4 ORDERS

5 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

6 15. The Class is certified for the purposes of settlement only. The Class is defined as
7 follows:

8 All individuals who classified as non-exempt employees who are or previously were
9 employed by Lusk Quality Machine Products and performed work in California at any
10 time during the Class Period (May 9, 2018 through January 13, 2023. (Class
Members”).

11 The “Class Period” is May 9, 2018 through January 13, 2023.

12 16. All persons who meet the foregoing definition are members of the Class, except for
13 those individuals who filed a valid request for exclusion (“opt out”) from the Class. There were no
14 individuals who requested exclusions.

15 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
16 best interest of the Class.

17 18. Class Counsel are awarded attorneys’ fees in the amount of \$121,666.65 and actual
18 costs incurred of \$12,888.93. Class Counsel shall not seek or obtain any other compensation or
19 reimbursement from Defendant, Plaintiff or members of the Class.

20 19. The payment of a Class Representative Service Payment in the amount of ^{\$7,500}~~\$10,000~~ to
21 the Plaintiff is approved.

22 20. The payment of \$6,750.00 to the Administrator for its fees and expenses is approved.

23 21. The PAGA Penalties of \$10,000 is approved and is to be distributed in accordance
24 with the Agreement.

25 22. Pursuant to Labor Code section 2699, subdivision (l)(2), Class Counsel shall submit
26 a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its entry.

27 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
28 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any

1 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
2 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
3 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is,
4 may be construed as, or may be used as an admission by or against Defendant of any fault,
5 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
6 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
7 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
8 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding this
9 Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the
10 Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
11 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
12 Claims and/or Released PAGA Claims.

13 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
14 Parties by Class Counsel on behalf of Plaintiff and all Class Members.

15 25. If the Agreement does not become final and effective in accordance with the terms of
16 the Agreement, then this Final Approval Order and Judgment, and all orders entered in connection
17 herewith, shall be rendered null and void and shall be vacated, and the Parties shall revert to their
18 respective positions as of before entering into the Agreement, and expressly reserve their respective
19 rights regarding the prosecution and defense of this Action, including all available defenses and
20 affirmative defenses, and arguments that any claim in the Action could not be certified as a class
21 action and/or managed as a representative action.

22 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

23 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
24 Plaintiff, and all members of the Class, shall take nothing in the Action.

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

1 28. All Parties shall bear their own attorneys' fees and costs, except as otherwise
2 provided in the Agreement and in this Final Approval Order and Judgment.

3 29. Effective on the date when Defendant fully funds the entire Gross Settlement
4 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
5 Payments, Plaintiff, Participating Class Members, Aggrieved Employees and the LWDA will
6 release claims against all Released Parties as follows:

7 (a) All Participating Class Members, on behalf of themselves and their respective
8 former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns,
9 release Released Parties from the Released Class Claims. The "Released Class Claims" means all
10 wage and hour claims, rights, demands, liabilities and causes of action, whether known or unknown,
11 arising during the Class Period, that were asserted or could have been asserted in the Action against
12 the Released Parties based on the facts alleged or ascertained during the pendency of the Action,
13 under federal and state laws, including statutory, or common law claims for wages, penalties,
14 liquidated damages, interest, attorneys' fees, litigation costs, restitution, equitable relief or other
15 relief under Business & Professions Code section 17200, et seq. based on the alleged Labor Code
16 violations, including the following categories: (a) any and all claims involving any alleged failure to
17 pay minimum wage (including, but not limited to, any claims for additional wages owed due to
18 "rounding" and/or "off the clock work"); (b) any and all claims involving any alleged failure to pay
19 overtime and double time wages (including, but not limited to, any claims for additional wages
20 owed due to "rounding," "off the clock work," and/or not factoring bonuses or shift differentials
21 into the regular rate of pay); (c) any and all claims arising under state law involving any alleged
22 failure to properly provide meal periods and/or authorize and permit meal periods, to pay premiums
23 for missed, late, short or interrupted meal periods, or to pay such premiums as required by Labor
24 Code section 226.7; (d) any and all claims arising under state law involving any alleged failure to
25 properly provide rest periods and/or authorize and permit rest periods, to pay premiums for missed,
26 late, short or interrupted rest periods, or to pay such premiums as required by Labor Code section
27 226.7; (e) any and all claims involving any alleged failure to reimburse for business expenses; (f)
28 any and all claims involving any alleged failure to keep accurate records or to issue proper wage

1 statements; (g) any and all claims involving any alleged failure to timely pay wages, including but
2 not limited to any claim that Defendant violated Labor Code sections 201, 202, or 204, and any
3 claim for waiting time penalties under Labor Code section 203; (h) any and all claims involving any
4 alleged failure to pay sick pay; and (i) any and all claims for unfair business practices in violation of
5 Business and Professions Code sections 17200, et seq. The Released Claims with respect to the
6 Class Members includes all such claims arising under the California Labor Code that were asserted
7 or could have been asserted in the Action against the Released Parties based on the facts alleged or
8 ascertained during the pendency of the Action (including, but not limited to, sections 201, 202, 203,
9 204, 210, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1, 1198, 2802, and 2698 et seq.); the Wage
10 Orders of the California Industrial Welfare Commission; California Business and Professions Code
11 section 17200 et seq., and the California common law of contract. The Released Class Claims
12 exclude the release of claims not permitted by law and expressly exclude all other claims, including
13 claims for vested benefits, wrongful termination, unemployment insurance, disability, social
14 security, workers' compensation, and class claims outside of the Class Period. Except as expressly
15 set forth in this Agreement, Participating Class Members do not release any other claims, including
16 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
17 Act, unemployment insurance, disability, social security, workers' compensation, or claims based
18 on facts occurring outside the Class Period.

19 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf of
20 themselves and their respective former and present representatives, agents, attorneys, heirs,
21 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims. The
22 "Released PAGA Claims" are all PAGA means all claims that that were asserted or could have been
23 asserted in the Action against the Released Parties based on the facts alleged or ascertained during
24 the pendency of the Action, under the California Labor Code Private Attorneys General Act of
25 2004, based on the alleged Labor Code violations, including the following categories: (a) any and
26 all claims involving any alleged failure to pay minimum wage (including, but not limited to, any
27 claims for additional wages owed due to "rounding" and/or "off the clock work"); (b) any and all
28 claims involving any alleged failure to pay overtime and double time wages (including, but not

1 limited to, any claims for additional wages owed due to “rounding,” “off the clock work,” and/or
2 not factoring bonuses or shift differentials into the regular rate of pay); (c) any and all claims arising
3 under state law involving any alleged failure to properly provide meal periods and/or authorize and
4 permit meal periods, to pay premiums for missed, late, short or interrupted meal periods, or to pay
5 such premiums as required by Labor Code section 226.7; (d) any and all claims arising under state
6 law involving any alleged failure to properly provide rest periods and/or authorize and permit rest
7 periods, to pay premiums for missed, late, short or interrupted rest periods, or to pay such premiums
8 as required by Labor Code section 226.7; (e) any and all claims involving any alleged failure to
9 reimburse for business expenses; (f) any and all claims involving any alleged failure to keep
10 accurate records or to issue proper wage statements; (g) any and all claims involving any alleged
11 failure to timely pay wages, including but not limited to any claim that Defendant violated Labor
12 Code sections 201, 202, or 204, and any claim for waiting time penalties under Labor Code section
13 203; and (h) any and all claims involving any alleged failure to pay sick pay. The Released Claims
14 with respect to the PAGA Group Members includes all such claims arising under the California
15 Labor Code that were asserted or could have been asserted in the Action against the Released
16 Parties based on the facts alleged or ascertained during the pendency of the Action (including, but
17 not limited to, sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 558, 1194, 1197, 1197.1,
18 1198, 2802, and 2698 et seq.) and the applicable Wage Orders. The Released PAGA Claims
19 exclude the release of claims not permitted by law and expressly exclude all other claims, including
20 claims for vested benefits, wrongful termination, unemployment insurance, disability, social
21 security, workers’ compensation, and PAGA claims outside of the PAGA Period. The Released
22 PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for
23 wrongful termination, discrimination, unemployment insurance, disability and worker’s
24 compensation, and claims outside of the PAGA Period.

25 (c) Plaintiff and his or her respective former and present spouses,
26 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
27 and discharge Released Parties from all claims, transactions, or occurrences that occurred during the
28 Class Period, including, but not limited to: (a) all claims that were, or could have been, alleged,

1 based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or
2 could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA
3 Notice ("Plaintiff's Release") as fully set forth in the Agreement.

4 30. For any Class Member or Aggrieved Employee whose Individual Class Payment
5 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
6 Administrator shall transmit the funds represented by such checks to the California Controller's
7 Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue"
8 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

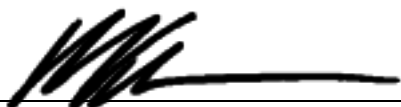
9 31. The Court hereby enters judgment in the entire Action as of the filing date of this
10 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the finality
11 of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction over the
12 interpretation, implementation, and enforcement of the Settlement and all orders entered in
13 connection therewith pursuant to California Code of Civil Procedure section 664.6.

14 32. The hearing for **Non-Appeal Case Review Re. Distribution Report**
~~an OSC regarding settlement compliance~~ is set for
15 08/08/2025 at 4:00 ~~a.m.~~ p.m. in Department 14, and
16 the compliance report shall be filed no later than 08/06/2025.

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

18
19 Dated: 10/29/2024



20 
21 HON. KENNETH R. FREEMAN
22 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
23 **Kenneth R. Freeman / Judge**