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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF LOS ANGELES
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11 JOEL ARELLANO, individually, on a
12 representative basis, and on behalf of all
13 others similarly situated;

14 Plaintiff,

15 vs.

16 PACIFIC AWARD METALS, INC., a
17 California Corporation; and DOES 1 through
18 20, inclusive;

19 Defendants.
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Case No.: 22STCV13489
*[Assigned to Hon. Lawrence P. Riff, Dept. 7,
for all purposes]*

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF JUDGMENT**

Complaint Filed: April 22, 2022

1 The Motion for Final Approval of the Settlement (the “Final Approval Motion”) as set
2 forth in the Amended Class Action and PAGA Settlement Agreement (“Settlement Agreement”)
3 came for a hearing in the above-entitled court. The Final Approval Motion was unopposed by
4 Defendant Pacific Award Metals, Inc.

5 Having considered the Final Approval Motion, the Settlement Agreement, the
6 Declarations, and all other materials properly before the Court and having conducted an inquiry
7 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
8 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.
9 Due and adequate notice having been given to the Class, and the Court having considered the
10 Settlement Agreement, all papers filed and proceedings had herein and all oral and written
11 comments received regarding the proposed settlement, and having reviewed the record in this
12 Action, and good cause appearing,

13 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

14 1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all
15 defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

16 2. The Court has jurisdiction over the subject matter over this Action, Plaintiff/Class
17 Representative Joel Arellano, the Class Members and Defendant. The Court finally appoints
18 Plaintiff as Class Representative, and further appoints Brian Mankin and Kristina Carlson of
19 Lauby Mankin Lauby LLP as Class Counsel.

20 3. For purposes of effectuating this Order and Judgment, this Court has certified the
21 following class: “All current and former nonexempt employees of Defendant Pacific Award
22 Metals, Inc., who worked for Defendant in California at any time during the Class Period of
23 April 22, 2018 to August 25, 2023.” The Court deems this definition sufficient for purposes of
24 California Rules of Court, rule 3.765(a).

25 4. As set forth in the Settlement Agreement, Aggrieved Employees includes: “All
26 current and former nonexempt employees of Defendant Pacific Award Metals, Inc., who worked
27 for Defendant in California at any time during the PAGA Period of April 22, 2021 to August 25,
28 2023.”

1 5. The Court finds that the distribution of the Class Notice, as provided for in the
2 Order Granting Preliminary Approval for the Settlement, constituted the best notice practicable
3 under the circumstances to all Class Members and fully met the requirements of California law
4 and due process under the California and United States Constitution. Based on evidence and
5 other material submitted, the actual notice to the class was adequate.

6 6. The Court finds that the instant Action presented a good faith dispute of the
7 claims alleged, and the Court finds in favor of settlement approval.

8 7. The Released Class Claims on behalf of the Participating Class Members
9 included:

- 10 a. all claims that were alleged, or reasonably could have been alleged, based on
11 the facts stated in the Complaint, including all of the following claims for
12 relief: (a) failure to pay minimum wages, regular wages and/or overtime pay;
13 (b) failure to provide or pay premium payments for meal periods; (c) failure to
14 provide or pay premium payments for rest periods; (d) failure to provide
15 complete and accurate wage statements; (e) failure to pay wages upon
16 termination; (f) violations of the California Business & Professions Code §§
17 17200 *et seq.* These claims include, but are not limited to, California Labor
18 Code sections 201, 202, 203, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1
19 and 1198, and all related provisions of the California Code of Regulations, the
20 California Industrial Wage Orders, the California Business & Professions
21 Code sections 17200 *et seq.* (“Released Class Claims”). The Released Class
22 Claims extend to all theories of relief regardless of whether the claim is, was
23 or could have been alleged under federal law, state law or common law
24 (including, without limitation, as violations of the California Labor Code, the
25 Wage Orders, applicable regulations, and California’s Business and
26 Professions Code section 17200), and includes all types of relief available for
27 the above-referenced claims, including, any claims for damages, restitution,
28 losses, penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest,

injunctive relief, declaratory relief, or liquidated damages. The operative release period for the Released Class Claims is the Class Period.

8. The PAGA Released Claims included:

a. all claims for civil penalties under the Private Attorneys General Act, Labor Code § 2698 *et seq.*, that Plaintiff alleged against the Released Parties, on behalf of Aggrieved Employees and State of California, based on the facts stated in the Complaint and in Plaintiff's PAGA Notice to the LWDA (including any amendments thereto), or reasonably could have been alleged based on the allegations, the facts, and/or legal theories under the PAGA contained in the Complaint, including all of the following claims for relief: (a) failure to pay minimum wages, regular wages and/or overtime pay (including any theory of failure to pay any and all wages for all time worked or earned); (b) failure to provide or pay premium payments for meal periods; (c) failure to provide or pay premium payments for rest periods; (d) failure to provide complete and accurate wage statements; and (e) failure to pay wages upon termination ("Released PAGA Claims"). The Released PAGA Claims include, but are not limited to, California Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1 and 1198, and all related provisions of the California Code of Regulations, and the California Industrial Wage Orders. The time period governing the Released PAGA Claims shall be the entire time during the PAGA Period. The Released PAGA Claims do not release any potential claims for wages or statutory penalties.

9. There were no Objections and no Requests for Exclusion to the Settlement. Thus, all Class Members are Participating Class Members, who are entitled to an Individual Class Payment pursuant to the Settlement and this Judgment. Likewise, all Aggrieved Employees are entitled to an Individual PAGA Payment, constituting a pro rata share of PAGA Penalties.

10. The Court approves the Settlement, as set forth in the Settlement Agreement and each of the releases and other terms, as fair, just, reasonable, and adequate as to the Settling

1 Parties. The Parties are directed to perform in accordance with the terms set forth in the
2 Settlement Agreement.

3 11. The Parties are to bear their own costs, except as otherwise provided in the
4 Settlement Agreement.

5 12. With respect to the Class and for purposes of approving this Settlement, this Court
6 finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that
7 joinder of all members is impracticable; (b) there are questions of law or fact common to the
8 Class Members, and there is a well-defined community of interest among the Class Members
9 with respect to the subject matter of the Action; (c) the claims of the Class Representative are
10 typical of the claims of the Class Members; (d) the Class Representative has fairly and
11 adequately protected the interests of the Class Members; (e) a class action is superior to other
12 available methods for an efficient adjudication of this controversy; and (f) the counsel of record
13 for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in
14 his individual and representative capacity and for the Class.

15 13. By this Judgment, the Class Representative shall release, relinquish, and
16 discharge, and each of the Participating Class Members shall be deemed to have, and by
17 operation of the Judgment shall have, fully, finally, and forever released, relinquished, and
18 discharged all Released Class Claims, as defined in the Settlement Agreement.

19 14. Neither the Settlement Agreement nor the Settlement contained therein, nor any
20 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
21 or the Settlement (i) is or may be deemed to be or may be used by the Class Representative or
22 Participating Class Members as an admission of, or evidence of, the validity of any of the
23 Released Class Claims, or of any wrongdoing or liability of Defendant or any of the other
24 Released Parties; or (ii) is or may be deemed to be or may be used by any of the Class
25 Representative or Participating Class Members as an admission of, or evidence of, any fault or
26 omission of Defendant or any of the other Released Parties in any civil, criminal, or
27 administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
28 any of the other Released Parties may file the Settlement Agreement and/or the Judgment from

1 this Action in any other action that may be brought against it or them in order to support a
2 defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good
3 faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion
4 or similar defense or counterclaim.

5 15. The Gross Settlement Amount to be paid under the Settlement Agreement is
6 \$995,000.00. From this amount, Class Counsel sought a Class Counsel Fee Payment of
7 \$331,666.67, Class Counsel's litigation expenses of \$11,878.10, a Service Award to Class
8 Representative Joel Arellano of \$10,000, an Administrator Expenses of \$8,000 to Phoenix
9 Settlement Administrators, and \$67,500 to the LWDA for PAGA penalties and \$22,500 to the
10 Aggrieved Employees for PAGA Penalties. Defendant does not oppose these requests. In
11 addition, and concurrently with paying the Settlement Amount, Defendant shall separately pay
12 all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, which
13 shall be reported through the Settlement Administrator. The Court finds that the Settlement
14 Amount is fair, reasonable and adequate, and awards the payments set forth below from the
15 Settlement Amount:

- 16 A) \$331,666.67 to Class Counsel for the Class Counsel Fee Payment;
17 B) \$11,878.10 to Class Counsel for litigation costs;
18 C) \$10,000 to Class Representative Joel Arellano as a Service Award;
19 D) \$8,000 to the Settlement Administrator, Phoenix Settlement
20 Administrators;
21 E) \$67,500 to the LWDA;
22 F) \$22,500 to the Aggrieved Employees on a pro rata basis;
23 G) After deducting the foregoing payments from the Gross Settlement
24 Amount, the remainder shall form the Net Settlement Amount payable to the
25 Participating Class Members as set forth in the Settlement Agreement and as calculated
26 by the Settlement Administrator.

27 16. The Settlement Administrator is directed to calculate the Participating Class
28 Member's Individual Class Payments and the Aggrieved Employees' Individual PAGA

Payments and issue all payments within in accordance with the Settlement Agreement and this Order/Judgment.

17. Concurrently with mailing the settlement checks to the Participating Class Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the check for the Participating Class Members, noting the following: “Please be advised that on [insert date], 2024, the Superior Court of California for the County of Los Angeles entered Judgment in the case entitled *Arellano v. Pacific Award Metals, Inc.*, pending in Superior Court of the State of California, County of Los Angeles, Case No. 22STCV13489, on behalf of current and former nonexempt employees of Defendant Pacific Award Metals, Inc., who worked for Defendant in California at any time during the Class Period of April 22, 2018 to August 25, 2023.”

18. The Class Members shall have 180 days to negotiate the settlement check from the date of issuance by the Settlement Administrator. In the event that a Participating Class Member or Aggrieved Employee does not negotiate his/her check within this time period, the check will be canceled. The value of the unclaimed funds in the Settlement Administrator’s account as a result of a failure to timely cash a settlement check shall be issued to the State Controller’s Office for the State of California in the name of the person.

19. The following dates shall govern the implementation of this Order/Judgment:

TBD	The Final Order and Judgment is entered, and the Effective Date occurs.
Within 15 days of the Effective Date	Defendant shall issue payment to the Settlement Administrator.
Within 10 days after receipt of payment	Settlement Administrator to issue all Individual Class Payments to the Participating Class Members, Individual PAGA Payments to the Aggrieved Employees, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments.

180 days after payment is issued	Deadline for Participating Class Members and Aggrieved Employees to cash checks.
March 3, 2025	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and <i>status</i> of process of forwarding unclaimed funds to the State Controller (although checks will not actually be forwarded to the State Controller until approximately one year after the check cashing deadline due to the mandatory holding period imposed upon the Administrator).
Date: _____ Time: _____ a.m.	Hearing re: status of disbursements.

20. This document shall constitute a Judgment for purposes of California Rule of Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the Class Representative, the Class Members, and Defendant for the purposes of supervising the implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement and this Judgment.

IT IS SO ORDERED.

Dated: _____

Hon. Lawrence P. Riff
Judge of the Superior Court