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10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
11 **COUNTY OF LOS ANGELES**

12 MARIO BRICENO, on behalf of himself,
13 the State of California, and others similarly
situated and aggrieved,

14 Plaintiff,

15
16 v.

17 MONOGRAM AEROSPACE
18 FASTENERS, INC., a Delaware
corporation; TRIMAS CORPORATION, a
19 Delaware corporation; and DOES 1-100,
20 inclusive,

21 Defendants.
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Case No.: 22STCV21965

Assigned for All Purposes to:
Christopher K. Lui
Dept. 76

[PROPOSED] ORDER GRANTING MOTION
AND MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
REQUEST FOR ATTORNEY'S FEES AND
COSTS, AND ENTERING JUDGMENT
THEREON

Date: December 2, 2024
Time: 8:30 A.M.
Dept.: 76

1 The Court, having read the papers filed with regard to Plaintiff's motion for final approval
2 of a class action settlement and request for attorney's fees and costs, and having heard argument
3 on the motions, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement Agreement, attached as Exhibit 1 to the
7 Declaration of Sepideh Ardestani (filed on January 31, 2024) (the "Settlement Agreement"), is the
8 product of arms-length negotiations between the parties and the terms of the Settlement
9 Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class. The
10 Settlement Agreement therefore is finally approved, and its terms incorporated herein. The Court
11 orders the parties to the Settlement Agreement to perform forthwith their respective duties and
12 obligations thereunder.

13 3. The Settlement Class, which was provisionally certified by the Court in its June 3,
14 2024 Order Granting Preliminary Approval, hereby is certified under California Code of Civil
15 Procedure Section 382 for purposes of settlement only. The Settlement Class includes all current
16 and former non-exempt employees that worked for Defendants Monogram Aerospace Fasteners,
17 Inc. and TriMas Corporation ("Defendants") in California during the Class Period of April 21,
18 2020 through and including September 3, 2023.

19 4. Pursuant to the terms of the Settlement Agreement and the Order Granting
20 Preliminary Approval, a notice was sent to each class member by first-class U.S. mail. The notice
21 informed the class of the terms of the Settlement Agreement, their right to receive a settlement
22 payment without any required action, their right to comment upon or object to the Settlement
23 Agreement, and their right to appear in person or by counsel at the Final Approval Hearing and to
24 be heard regarding approval of the Settlement Agreement. Adequate periods of time were
25 provided for each of these procedures.

26 5. Zero class members returned a written objection to the proposed Settlement
27 Agreement as part of the notice process or stated an intention to appear at the Final Approval
28 Hearing. Zero class members requested exclusion from the Settlement Agreement.

1 6. The Court finds and determines the notice procedure afforded adequate protections
2 to the class and provides the basis for the Court's informed decision regarding approval of the
3 Settlement Agreement based on the response. The Court finds and determines the notice provided
4 was the best notice practicable, satisfying the requirements of law and due process.

5 7. The Court adjudges Plaintiff and the Participating Class Member to have released
6 the Released Parties (as defined in the Settlement Agreement) of and from all claims that were
7 alleged, or reasonably could have been alleged, based on the Class Period facts stated in the
8 Operative Complaint and ascertained in the course of the Action including any and all claims
9 involving any alleged failure to pay all minimum and overtime wages, failure to provide meal and
10 rest periods or compensation in lieu thereof, failure to furnish accurate itemized wage statements,
11 failure to timely pay all wages due upon separation of employment, failure to reimburse business
12 expenses, and any type of derivative UCL claims based on the foregoing, and parallel claims that
13 may be brought under the Fair Labor Standards Act based on the foregoing. Except as set forth in
14 Paragraphs 6.1 and 6.3 of the Settlement Agreement, Participating Class Members do not release
15 claims, including claims for vested benefits, wrongful termination, violation of the Fair
16 Employment and Housing Act, unemployment insurance, disability, social security, workers'
17 compensation, or claims based on facts occurring outside the Class Period

18 8. The Court further adjudges the LWDA and the Aggrieved Employees to have
19 released the Released Parties of and from all claims for any civil penalties recoverable under the
20 California Labor Code, including PAGA, that were alleged, or reasonably could have been
21 alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice
22 and ascertained in the course of the Action, including without limitation PAGA claims predicated
23 on violations of California Labor Code §§ 201-203, 204, 210, 216, 221-223, 225.5, 226, 226.3,
24 226.7, 233-234, 245-248.5, 256, 432, 432.5, 432.7, 510, 512, 515, 558, 558.1, 1024.5, 1174,
25 1174.5, 1194, 1197, 1197.1, 1198, 1198.3, 1198.5, 1199, 2802, 2810.5 2699, and 2699.3.

26 9. The Settlement Administrator is ordered to distribute to the participating Class
27 Members their respective individual settlement payments from the Net Settlement Amount as
28 provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after the

**[PROPOSED] ORDER GRANTING MOTION FOR FINAL APPROVAL AND ENTERING JUDGMENT
THEREON**

1 check void date shall be forwarded to the California State Controller's Unclaimed Property Fund.
2 No funds shall revert to Defendants.

3 10. The Court further orders that the Class Members be provided with notice of this
4 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
5 copy of this Order and Judgment on its website for a period of no less than sixty (60) days.

6 11. The Court approves an award of attorney's fees to Class Counsel's in the amount of
7 \$170,833.33, and an award of costs and expenses in the amount of \$15,683.40. Such amounts
8 shall be paid as provided in the Settlement Agreement.

9 12. The Court approves a service payment to plaintiff and Class Representative Mario
10 Briceno in the amount of \$10,000.00, and the Settlement Administrator is ordered to make such
11 payment consistent with the terms of the Settlement Agreement.

12 13. The Settlement Agreement provides the Settlement Administrator, Phoenix
13 Settlement Administrators, shall be paid from the Gross Settlement Amount in an amount not to
14 exceed \$10,000.00. As set forth in the Declaration of Lluvia Islas, the Settlement Administrator is
15 owed \$10,000.00 for services rendered and to be rendered in administering the settlement. The
16 Court therefore orders that Phoenix be paid the amount of \$10,000.00 from the Gross Settlement
17 Amount consistent with the terms of the Settlement Agreement.

18 14. The Court approves payment of \$50,000 from the Gross Settlement Amount for
19 civil penalties under PAGA, and finds the settlement of the PAGA claims to be fair, reasonable
20 and adequate, and furthers the purposes underlying PAGA. The PAGA civil penalties shall be
21 distributed 75% to the LWDA and 25% to the Aggrieved Employees on a pro rata basis, consistent
22 with PAGA and the Settlement Agreement.

23 15. A non-appearance compliance hearing is set for December 3, 2025, at 8:30 a.m., in
24 Department 76 of the Los Angeles County Superior Court. The parties are ordered to file a joint
25 compliance report no later than ten (10) calendar days before the compliance hearing.

26 16. Under California Rule of Court 3.769(h), without affecting the finality of this Order
27 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement
28 of the Settlement Agreement pursuant to further orders of this Court until the final judgment

1 contemplated becomes effective and each and every act agreed to be performed by the parties has
2 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
3 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
4 construction, and interpretation of the Settlement Agreement.

5 17. Neither this Order and Judgment nor the Settlement Agreement upon which it is
6 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
7 This Order is not a finding of the validity or invalidity of any claims in this action or a
8 determination of any wrongdoing by any party. The final approval of the parties' settlement will
9 not constitute any opinion, position or determination of this Court as to the merits of the claims or
10 defenses of any party.

11 18. Judgment is hereby entered as follows: Plaintiff Mario Briceno and the
12 Participating Class Members, consisting of all current and former non-exempt employees that
13 worked for Defendants in California during the Class Period of April 21, 2020 through and
14 including September 3, 2023, who have not otherwise opted out, shall take nothing from
15 Defendants, except as set forth in the Settlement Agreement.

16 19. The Court shall retain jurisdiction over the parties to interpret, implement and
17 enforce this Judgment.

18 IT IS SO ORDERED AND ADJUDGED.

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21 Dated: _____

Judge of the Superior Court