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Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

SERENA JONES, individually, and on behalf
 of other members of the general public
 similarly situated;

Plaintiff,

v.

AMADA WELD TECH, INC. f/k/a AMADA
 MIYACHI AMERICA, INC., a Delaware
 corporation; and DOES 1 through 100,
 inclusive;

Defendants.

Case No.: 21STCV33989

Assigned for All Purposes to:
 Honorable David S. Cunningham III
 Department 11

CLASS ACTION

**AMENDED [~~PROPOSED~~] ORDER OF
 FINAL APPROVAL AND JUDGMENT**

Hearing Date: April 19, 2023

Hearing Time: 9:00 a.m.

Hearing Place: Department 11

Complaint Filed: September 13, 2021

FAC Filed: June 23, 2022

Trial Date: None Set

FILED
 Superior Court of California
 County of Los Angeles

04/26/2023

David W. Slayton, Executive Officer / Clerk of Court

By: T. Lewis Deputy

1 The Court, having read the papers filed regarding Plaintiff Serena Jones’ (“Plaintiff”)
2 Motion for Final Approval of Class Action Settlement, and considering the papers submitted in
3 support of the motion, including the Amended Joint Stipulation and Settlement Agreement
4 (“Settlement Agreement,” “Settlement,” or “Agreement”), hereby **FINDS AND ORDERS**:

5 Plaintiff and Defendant Amada Weld Tech, Inc. (“Defendant”) entered the Settlement
6 Agreement on or about November 2, 2022 to settle this lawsuit.

7 The Court entered an order dated January 18, 2023 preliminarily approving the settlement
8 of this lawsuit (“Preliminary Approval Order”), consistent with the Code of Civil Procedure
9 section 382 and California Rule of Court 3.769, ordering notice to be sent to Class Members,
10 providing Class Members with an opportunity to object to the Settlement or exclude themselves
11 from the Class, and scheduling a Final Approval Hearing on April 19, 2023.

12 The Court held a Final Approval Hearing on April 19, 2023 to determine whether to give
13 final approval to the Settlement of this lawsuit.

14 1. Incorporation of Other Documents. This Amended Order of Final Approval and
15 Judgment (“Order and Judgment”) incorporates the Settlement Agreement. Unless otherwise
16 provided herein, all capitalized terms in this Order and Judgment shall have the same meaning as
17 set forth in the Settlement Agreement.

18 2. Jurisdiction. Because adequate notice has been disseminated and the Class been
19 given the opportunity to request exclusion, the Court has personal jurisdiction with respect to the
20 claims of all Class Members. The Court also has subject matter jurisdiction over this lawsuit,
21 including jurisdiction to approve the Settlement and grants final certification of the Class.

22 3. Final Class Certification. The Court finds the Class satisfies all applicable
23 requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due
24 process. The Court certifies the Class consisting of all hourly-paid or non-exempt employees
25 employed by Defendant within the State of California during the time period from March 5,
26 2017, to July 5, 2022 (“Class,” “Class Members,” and “Class Period”). There are one hundred
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twenty-eight (128) Class Members who did not submit a valid and timely request to exclude themselves from the class action Settlement (“Participating Class Members”).¹

4. Adequacy of Representation. Class Counsel fully and adequately represented the Class for purposes of entering and implementing the Settlement and satisfied the requirements of Code of Civil Procedure section 382.

5. Notice Packet. The Court finds the Notice of Class and Representative Action Settlement (“Class Notice”) and the Election Not To Participate In (“Opt Out From”) Class Action Settlement Form (“Exclusion Form”) (collectively, known as the “Notice Packet”) and its distribution to Class Members were implemented pursuant to the Settlement and this Court’s Preliminary Approval Order. The Court also finds the Notice Packet:

a. constitutes notice reasonably calculated to apprise Class Members of: (i) pendency of this lawsuit; (ii) material terms and provisions of the Settlement Agreement and their rights; (iii) their right to object to any aspect of the Settlement Agreement; (iv) their right to exclude themselves from the Settlement Agreement; (v) their right to receive settlement payments; (vi) their right to appear at the Final Approval Hearing; and (vii) binding effect of the orders and judgment in this lawsuit on all Participating Class Members;

b. constitutes notice that fully satisfied the requirements of Code of Civil Procedure section 382, California Rule of Court 3.769, and due process;

c. constitutes the best practicable notice to Class Members under the circumstances of this lawsuit; and

d. constitutes notice reasonable, adequate, and sufficient to Class Members.

6. Final Settlement Approval. The terms and provisions of the Settlement Agreement have been entered in good faith and are the product of arm’s-length negotiations by experienced counsel who have done a meaningful investigation of the claims. The Settlement Agreement and all its terms and provisions are fully and finally approved as fair, reasonable,

¹ The Settlement Administrator mailed one hundred thirty-four (134) Notice Packets and received six (6) requests for exclusion. Thus, there are one hundred twenty-eight (128) Participating Class Members.

adequate, and in the best interests of the Parties. The Parties are hereby directed to implement the Settlement Agreement according to its terms and provisions.

7. Enforcement of Settlement. Nothing in this Order and Judgment shall preclude any action to enforce the terms and provisions of the Settlement Agreement.

8. Binding Effect. The terms and provisions of the Settlement Agreement and this Order and Judgment are binding on Plaintiff, Participating Class Members, Eligible Aggrieved Employees, and their spouses, heirs, registered domestic partners, executors, administrators, successors, and assigns. In addition, those terms shall have res judicata and other preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or on behalf of any such persons to the extent those claims, lawsuits, or other proceedings involve matters that were or could have been raised in this lawsuit and are encompassed by the Released Claims and Private Attorneys General Act of 2004 (“PAGA”) Released Claims. The Settlement Agreement will have no binding effect upon, and provide no res judicata preclusion to, those Class Members who have submitted timely requests for exclusion.

9. Release of Claims. On the date on which Defendant Funds the Gross Settlement Amount, pursuant to section III(K)(7)(a) of the Settlement Agreement, in exchange for the consideration set forth in this Settlement Agreement, Plaintiff and the Participating Class Members shall release the Released Parties from the Released Claims for the Class Period.

a. PAGA Release. On the date on which Defendant Funds the Gross Settlement Amount, pursuant to section III(K)(7)(a) of the Settlement Agreement, the California Labor and Workforce Development Agency (“LWDA”) and each Eligible Aggrieved Employee, including Plaintiff, individually and on behalf of their heirs, executors, administrators, representatives, attorneys, successors, and assigns are voluntarily and knowingly barred from bringing any action against the Released Parties for the PAGA Released Claims during the PAGA Period. The release of the PAGA Released Claims is effective, regardless of whether the Eligible Aggrieved Employee submits a timely and valid request for exclusion.

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- b. Plaintiff's Release of Claims and General Release. As of the Effective Final Settlement Date, and in exchange for the Class Representative Enhancement Payment to Plaintiff, in recognition of her work and efforts in obtaining the benefits for the Class and undertaking the risk for the payment of costs in the event this matter had not successfully resolved, Plaintiff provides a general release of claims for herself and her spouse, heirs, successors, and assigns. Plaintiff's general release of claims includes a waiver of Civil Code section 1542.
- c. Released Parties. The Released Parties include Defendant and its parents, predecessors, successors, affiliated entities, subsidiaries, officers, directors, members, agents, employees, insurers, and stockholders.

10. Class Representative Enhancement Payment. The Court finds the Class Representative Enhancement Payment of \$5,000, to be paid by Defendant to Plaintiff out of the Gross Settlement Amount, to be reasonable and appropriate. Class Representative Enhancement Payment is to be paid pursuant to the terms and provisions set forth in the Agreement.

- a. The rationale for making enhancement payments is class representatives should be compensated for the expense and risk they incurred in conferring a benefit on the Class. Criteria courts consider include: (1) risk to the class representatives in commencing suit; (2) notoriety and personal difficulties; (3) amount of time and effort spent by the class representatives; (4) duration of the litigation; and (5) personal benefit (or lack thereof) enjoyed by class representatives.
- b. The Court reviewed Plaintiff's declaration outlining her involvement. Given the risks inherent in the services as the class representative, duration of the case and time involved, and benefits created for the Class, the Court approves the payment of the Class Representative Enhancement Payment of \$5,000 to Plaintiff.

11. Attorney Fee Award and Cost Award. The Court finds the Attorney Fee Award of \$267,142.33, to be paid out of the Gross Settlement Amount by Defendant to Class Counsel, to be reasonable and appropriate. In addition, the Court finds the Cost Award as reimbursement for actual litigation costs incurred of \$16,009.42, to be paid by Defendant to Class Counsel out

1 of the Gross Settlement Amount, to be reasonable and appropriate. Such fees and costs are to be
2 paid pursuant to the terms and provisions set forth in the Settlement Agreement. Defendant shall
3 not be required to pay for any other attorneys' fees and expenses, costs, or disbursements
4 incurred by Class Counsel or any other counsel representing Plaintiff or Class Members.
5 Defendant shall also not be required to pay for any other attorneys' fees and expenses, costs, or
6 disbursements incurred by Plaintiff or Class Members in connection with or related in any
7 manner to this lawsuit, Settlement Agreement, settlement administration, and/or Released Claims
8 and PAGA Released Claims.

9 a. The Court has an independent right and responsibility to review the Attorney Fee
10 Award and only award so much as it determines reasonable. (See *Garabedian v.*
11 *Los Angeles Cellular Telephone Co.* (2004) 118 Cal.App.4th 123, 127-28.) The
12 Attorney Fee Award of \$267,142.33 is one-third (1/3) of the common fund
13 created for the benefit of the Class and is supported by use of the percentage-fee
14 method. (See *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480,
15 504.) Considering the exceptional results achieved, financial risk undertaken,
16 novel and difficult nature of this litigation, skills required, percentage fees award
17 in previous and other cases, and contingent fees charged in the marketplace, the
18 Court finds the Attorney Fee Award is consistent with the marketplace, is
19 reasonable, and is approved.

20 b. The Court reviewed the declaration of Douglas Han regarding the costs expended
21 in prosecuting this case. Under the terms of the Settlement, Class Counsel may
22 seek reimbursement of up to \$25,000 in litigation costs. The Court finds Class
23 Counsel expended \$16,009.42 in litigation costs, and such costs were reasonable.
24 Thus, the Court approves the payment of the Cost Award of \$16,009.42 from the
25 common fund for the reimbursement of Class Counsel's litigation costs.

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1 12. Administration Costs. The Court finds Administration Costs of \$7,250, to be paid
2 by Defendant to the Settlement Administrator out of the Gross Settlement Amount, to be
3 reasonable and appropriate. The Administration Costs are to be paid pursuant to terms and
4 provisions set forth in the Settlement Agreement.

5 a. The Court reviewed the declaration of Kevin Lee from Phoenix Class Action
6 Administration Solutions, the Court-approved Settlement Administrator. The
7 Court finds notice was provided to the Class pursuant to the Preliminary Approval
8 Order, constitutes the best practicable notice to the Class, and satisfied due
9 process. The Court approves the payment of the Administration Costs of \$7,250
10 for the Settlement Administrator's services in administering the Settlement.

11 13. PAGA Payment. The Court finds the PAGA Payment of \$40,000, seventy-five
12 percent (75%) of which (\$30,000) will be paid to the LWDA out of the Gross Settlement
13 Amount and twenty-five percent (25%) of which (\$10,000) shall be distributed to Eligible
14 Aggrieved Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA Payment
15 is to be paid pursuant to the terms and provisions set forth in the Settlement Agreement.

16 14. Funding the Settlement. If no objection to the Settlement is filed, then no later
17 than fourteen (14) calendar days after the after Judgment is entered, Defendant shall deposit the
18 Gross Settlement Amount of \$801,427 needed to pay the entire Gross Settlement Amount, as
19 well as Defendant's share of employer-side payroll taxes, by wiring the funds to the Settlement
20 Administrator ("Fund the GSA"). Within twenty-eight (28) calendar days after the Effective
21 Final Settlement Date, the Settlement Administrator shall calculate and disburse all payments
22 due under the Settlement.

23 15. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
24 Settlement is entitled to a presumption of fairness. In the moving papers, Plaintiff contends the
25 Settlement was the product of arm's-length negotiations following extensive litigation,
26 discovery, and exchange of documentation. The negotiations were facilitated with the aid of
27 Lynn Frank, an experienced and well-respected mediator.

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- 1 a. The fairness of the Settlement is demonstrated by there being no objections to and
2 only six (6) requests for exclusion from the Settlement from Willie Jordan Jr.,
3 Rene Hernandez, Aurelio Mejorado, Jon Uditsky, John Scott Velazquez, and
4 Vicki Velezquez.
- 5 b. The fairness of the Settlement is further illustrated by the gross *average*
6 Individual Settlement Share being approximately \$3,562.70, and the gross *highest*
7 Individual Settlement Share being about \$6,885.28.

8 16. Uncashed Checks. Participating Class Members and Eligible Aggrieved
9 Employees must cash or deposit their Individual Settlement Share and Individual PAGA
10 Payment checks within one hundred eighty (180) calendar days after the checks are mailed to
11 them. Uncashed settlement checks will be paid to the State Controller's Unclaimed Property
12 Fund in the name of the Class Member.

13 17. Modification of Settlement Agreement. The Participating Class Members are
14 hereby authorized, upon approval of the Court, to agree to and adopt amendments to or
15 modifications of the Settlement Agreement by an express written instrument signed by counsel
16 for all Parties or their successors-in-interest and approved by the Court. Such amendments or
17 modifications shall be consistent with this Order and Judgment and cannot limit the rights of
18 Participating Class Members under the Settlement Agreement.

19 18. Final Accounting and Compliance. The Court sets a nonappearance case review
20 for January 5, 2024 in Department 11. Within five (5) court days before this hearing, Plaintiff
21 shall file a compliance status report. Pursuant to Code of Civil Procedure section 384, the
22 compliance status report shall specify the total amount paid to Participating Class Members and
23 the residual of the unclaimed settlement funds that will be paid to the entity identified as the
24 recipient of such funds in the Settlement Agreement.

25 19. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
26 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
27 effectuation, and/or enforcement of the Settlement Agreement and of this Order and Judgment,
28 and for any other necessary purpose, including, without limitation:

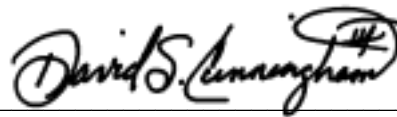
- 1 a. enforcing the terms and provisions of the Settlement and resolving any disputes,
2 claims, or causes of action in this lawsuit that, in whole or in part, are related to or
3 arise out of the Settlement or this Order and Judgment;
4 b. entering such additional orders as may be necessary or appropriate to protect or
5 effectuate this Order and Judgment approving the Settlement, and permanently
6 enjoining Plaintiff from initiating or pursuing related proceedings, or to ensure the
7 fair and orderly administration of the Settlement; and
8 c. entering any other necessary or appropriate orders to protect and effectuate this
9 Court's retention of continuing jurisdiction.

10 The Motion for Final Approval of Class Action Settlement, Attorney Fee Award, Cost
11 Award, and Class Representative Enhancement Payment is GRANTED. The Settlement
12 Administrator is directed to carry out the terms of the Settlement Agreement forthwith.

13 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF
14 THE SETTLEMENT AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT
15 3.769, THE COURT HEREBY ENTERS FINAL JUDGMENT BASED UPON THE TERMS
16 OF THIS ORDER AND SETTLEMENT AGREEMENT AND, WITHOUT AFFECTING THE
17 FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING
18 JURISDICTION TO ENFORCE THIS ORDER, THE SETTLEMENT AGREEMENT, AND
19 THE JUDGMENT THEREON.

20 IT IS SO ORDERED.

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22 DATED: 04/26/2023



HONORABLE DAVID S. CUNNINGHAM III
SUPERIOR COURT JUDGE

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I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 751 N. Fair Oaks Avenue, Suite 101, Pasadena, CA 91103 and my electronic service address is manderson@justicelawcorp.com

On April 27, 2023, I served the foregoing document described as

for the following case: **Jones v. Amada Weld Tech, Inc f/k/a Amada Miyachi America, Inc.**

LWDA/Court Case No.: **LWDA Case No.: CM- 877852-22**
Court Case No.: 21STCV33989
Los Angeles County Superior Court

on interested parties in this action by electronically submitting as follows:

State of California
Labor & Workforce Development Agency
800 Capitol Mall, MIC-55
Sacramento, California 95814

[X] BY ELECTRONIC SUBMISSION

Pursuant to California Senate Bill No. 836, I caused the documents described above to be electronically submitted by and through the procedure stated on the website of the State of California Labor and Workforce Development Agency.

[X] STATE

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

Executed on April 27, 2023, at Pasadena, California.

Moini Andars

Mariah Anderson