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

IVAN SANCHEZ, individually, and on behalf of
all others similarly situated,

Plaintiff,

v.

DANCO ANODIZING, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No. 22STCV10916

CLASS ACTION

[Assigned for all purposes to: Hon. Carolyn
B. Kuhl, Dept. 12]

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: January 8, 2025
Time: 10:30 a.m.
Dept.: 12

Complaint filed: July 26, 2022
Trial date: Not set

1 On or around August 23, 2024, this Court issued an Order Granting Preliminary Approval
2 of Class Action Settlement. Plaintiff Ivan Sanchez (“Plaintiff”) now seek an order granting final
3 approval of the Class Action and PAGA Settlement Agreement and Class Notice (the “Settlement
4 Agreement”). The Settlement Agreement is attached to the Declaration of Justin F. Marquez in
5 Support of Plaintiff’s Motion for Final Approval of Class Action Settlement as **Exhibit 1**.

6 Due and adequate notice having been given to the Class, and the Court having reviewed and
7 considered the Settlement, Plaintiff’s Notice of Motion and Motion for Final Approval of Class
8 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings
9 had herein, and the absence of any written objections received regarding the proposed settlement,
10 and having reviewed the record in this action, and good cause appearing therefor,

11 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

12 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
13 Settlement filed in this case.

14 2. The Court has jurisdiction over all claims asserted in the Action, Plaintiffs, the
15 Settlement Class Members, and Defendant Danco Anodizing, Inc. (“Defendant”).

16 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
17 reasonable and therefore meets the requirements for final approval. The Court grants final approval
18 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement
19 Agreement attached to the Declaration of Justin F. Marquez in Support of Plaintiff’s Motion for Final
20 Approval of Class Action Settlement as **Exhibit 1**.

21 4. The Court finds that the Settlement appears to have been made and entered into in
22 good faith and hereby approves the settlement subject to the limitations on the requested fees and
23 enhancements as set forth below.

24 5. Plaintiff and all Participating Class Members shall have, by operation of this Final
25 Order and Judgment, fully, finally, and forever released, relinquished, and discharged Defendant
26 from all Released Claims as defined in the Settlement.

27 6. Upon the Administrator’s receipt of the Gross Settlement Amount from Defendant,
28 Participating Class Members, on behalf of themselves and their respective former and present

1 representatives, agents, attorneys, heirs, administrators, successors, and assigns shall be deemed to
2 have released the Released Parties of and from all claims asserted in the operative complaint, and
3 any future amendments to the operative complaint, including, but not limited to, state and federal
4 wage and hour claims for any and all violations of California's Labor Code and Unfair Competition
5 Law, and Fair Labor Standards Act based on Defendant's failure to pay for all hours worked
6 (including minimum, straight time, and overtime wages), failure to provide meal periods and to
7 properly provide premium pay in lieu thereof, failure to authorize and permit rest periods and to
8 properly provide premium pay in lieu thereof, failure to timely pay wages during employment,
9 failure to timely pay final wages at termination, failure to pay wages at the proper rate of pay,
10 failure to furnish accurate itemized wage statements and/or maintain accurate payroll records,
11 failure to indemnify employees for expenditures, and all damages, interest, penalties, attorneys'
12 fees, costs, and other amounts recoverable under said causes of action under California and federal
13 law, to the extent permissible, including, but not limited to, the California Labor Code and the
14 applicable Wage Orders. The release under the Fair Labor Standards Act will only apply to
15 Participating Class Members that cash their Individual Settlement Payments before the check void
16 date.

17 7. Upon the Administrator's receipt of the Gross Settlement Amount from Defendant,
18 the LWDA and the Aggrieved Employees shall be deemed to have released the Released Parties
19 from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based
20 on the facts stated in the Operative Complaint and the PAGA Notice.

21 8. As of the Effective Date, all members of the Settlement Class, except those that made
22 a valid and timely request to be excluded from the Settlement Class and Settlement, waive, release,
23 discharge, and promise never to assert in any forum or otherwise make a claim against any of the
24 Released Parties for any of the Released Claims arising during the Settlement Period. No Class
25 Member has excluded themselves from the Settlement and no Class Member has objected to the
26 Settlement.

27 9. The Parties shall bear their own respective attorneys' fees and costs, except as
28 otherwise provided for in the Settlement and approved by the Court.

1 10. Solely for purposes of effectuating the settlement, the Court finally certified the
2 following Class, all persons who worked for any Defendant in California as an hourly-paid or non-
3 exempt employee at any time during the relevant Class Period.

4 11. No Class Members have objected to the terms of the Settlement.

5 12. The Notice provided to the Class conforms with the requirements of California Rules
6 of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by
7 providing individual notice to all Class Members who could be identified through reasonable effort,
8 and by providing due and adequate notice of the proceedings and of the matters set forth therein to
9 the Class Members. The Notice fully satisfies the requirements of due process.

10 13. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
11 methodology used to calculate and pay each Participating Class Member's Net Settlement Payment
12 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement
13 Payments to the Participating Class Members in accordance with the terms of the Settlement.

14 14. Defendants shall pay a total of \$325,000.00 to resolve this litigation and to separately
15 pay any and all employer payroll taxes owed on the Wage Portions of the individual class payments.

16 15. From the Gross Settlement Amount, \$7,500.00 shall be paid to the California Labor
17 and Workforce Development Agency, representing 75% of the penalties awarded under the terms of
18 the Joint Stipulation and Amendment pursuant to the Labor Code Private Attorneys General Act of
19 2004, California Labor Code section 2698, *et seq.*

20 16. From the Gross Settlement Amount, \$12,500.00 shall be paid to Plaintiff for his
21 service as a class representative and his agreement to release all claims against Defendant.

22 17. From the Gross Settlement Amount, \$8,500.00 shall be paid to the Settlement
23 Administrator, Apex Class Action.

24 18. The Court hereby confirms Justin F. Marquez, Benjamin H. Haber, and Arrash T.
25 Fattahi of Wilshire Law Firm, PLC as Class Counsel.

26 19. From the Gross Settlement Amount, Class Counsel is awarded \$108,333.33 for their
27 reasonable attorneys' fees and \$30,000 for their reasonable costs incurred in the Action. The fees
28 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that

1 the fees are reasonable in light of the benefit provided to the Class.

2 20. Notice of entry of this Final Approval Order and Judgment shall be given to Class
3 Members by posting a copy of the Final Approval Order and the Judgment on Apex's website for a
4 period of at least forty-five (45) calendar days after the date of entry of this Final Approval Order
5 and Judgment.

6 21. Without affecting the finality of this Order in any way, this Court retains continuing
7 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect
8 to all Parties to this action, and their counsel of record.

9 22. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted
10 and the Court directs that judgment shall be entered in accordance with the terms of this Order.

11 **IT IS SO ORDERED.**

12
13 DATE:

14 Hon. Carolyn B. Kuhl
15 Los Angeles County Superior Court
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PROOF OF SERVICE

Sanchez v. Danco Anodizing, Inc., et al.
22STCV10916

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is rebecca.padilla@wilshirelawfirm.com.

On December 13, 2024, I served the foregoing **[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF’S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Steven A. Groode (SBN 210500)
sgroode@littler.com
Grace L. Waddell (SBN 327186)
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LITTLER MENDELSON, P.C.
2049 Century Park East, 5th Floor
Los Angeles, California 90067-3107
Telephone: (310) 553-0308
Facsimile: (310) 553-5583

Attorneys for Defendant

(X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASEANYWHERE.**

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

Executed on December 13, 2024, at Los Angeles, California.


