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**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

DEC 04 2023

BY *Victoria Sanchez*  
VICTORIA SANCHEZ DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO**

SHONKENDRICK TERRELL, individually, and  
on behalf of all others similarly situated,

Plaintiff,

vs.

INDUSTRIAL THREADED PRODUCTS, INC.,  
a California corporation; and DOES 1 through  
10, inclusive,

Defendants

Case No.: CIVSB2221053

[CLASS ACTION]

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

*[Filed with the Memorandum of Points and  
Authorities, Declaration of Kane Moon, and  
Declaration of Lluvia Islas on behalf of the  
settlement administrator, and Declaration of  
Shonkendrick Terrell]*

FINAL APPROVAL HEARING

Date: November 29, 2023

Time: 8:30 a.m.

Dept.: S-26

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

1 On July 14, 2023, this Court issued an Order Granting Preliminary Approval of Class  
2 Action Settlement. Plaintiff Shonkendrick Terrell now seeks an order granting final approval  
3 of the Class Action and PAGA Settlement (collectively the "Settlement"), attached to the  
4 Declaration of Kane Moon in Support of Plaintiff's Motion for Final Approval of Class Action  
5 Settlement as Exhibit 1.

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

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

13 The Court, for purposes of this Final Order and Judgment, refers to all defined terms as  
14 set forth in the Settlement.

15 The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the  
16 Settlement Class Members, and Defendant Industrial Threaded Products, Inc. ("Defendant").

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

20 Plaintiff and all Settlement Class Members, shall have, by operation of this Final Order  
21 and Judgment, fully, finally, and forever released, relinquished, and discharged Defendants  
22 from all Released Claims as stated in the Settlement and reproduced here:

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

25 Solely for purposes of effectuating the settlement, the Court finally certified the  
26 following Class: All current and former non-exempt employees of Defendant who worked for  
27 Defendant in California at any time from September 26, 2018, through May 27, 2023.

28 No Class Members have objected to the terms of the Settlement. No Class Members

1 have requested exclusion from the Settlement.

2 Class Members make the following release:

3  
4 **Identity of Released Parties.** The released parties are Defendant, and each of  
5 its former and present direct and/or indirect owners, dba's, affiliates, parents,  
6 subsidiaries, co-employers, brother and sister corporations, divisions, related  
7 companies, successors and predecessors, and current and former employees,  
8 officers, directors, shareholders, members, owners, trustees, attorneys,  
9 accountants, consultants, fiduciaries, beneficiaries, subrogees, executors,  
10 partners, privies, agents, employees, servants, stockholders, insurers, co-  
11 insurers, representatives, administrators, employee benefit plans, and assigns of  
12 said entities (collectively "Releasees").

13 **Date Release Becomes Active.** The Released Claims and Released PAGA  
14 Claims will be released upon the later of (1) the Settlement's Effective Date, or  
15 (2) the satisfaction of Defendant's obligation to provide to the Settlement  
16 Administrator a sum in the amount required to satisfy all required payments and  
17 distributions pursuant to this Settlement and the Order and Judgment of final  
18 approval. Class Members will not release the Released Claims or Released  
19 PAGA Claims until both the Effective Date of the Settlement has occurred, **and**  
20 Defendant has paid all amounts owing under the Settlement.

21 **Claims Released by Settlement Class Members.** Each and every Class Member, on behalf of  
22 himself or herself and his or her heirs and assigns, unless he or she has submitted a timely and  
23 valid Request for Exclusion (which will not effectuate an opt-out from the release of Released  
24 PAGA Claims), hereby releases Releasees from the following claims for the entire Class Period.

- 25 (a) any and all claims, demands, rights, liabilities, and/or causes of action of  
26 any nature and description whatsoever, known or unknown, in law or  
27 equity, stated in the Complaint, or that could have been stated in the Action  
28 based on the facts, theories, and/or claims alleged therein, including but not  
limited to all wage and hour claims (including all claims under the  
California Labor Code and federal law) for unpaid wages, minimum wage,  
overtime, off-the-clock work, meal periods, rest periods, unreimbursed  
business expenses, wage statement violations, interest, civil or statutory  
penalties, and attorneys' fees and costs, waiting time penalties, expense  
reimbursements, withholding from wages and the related provisions of the  
Labor Code including but limited to Labor Code §§ 201-204, 210, 216,  
218.6, 2802, 226, 226.2, 226.3, 226.7, 510, 512, 512.5, 558, 1174, 1194,

1 1194.2, 1197, 1198, 2699, derivative claims under California Business &  
2 Professions Code §§ 17200 et seq., and all claims under the applicable  
3 Industrial Welfare Commission Wage Order (“Released Claims”);

4 (b) **Claims Released by the Class, Including PAGA Employees.** All Class  
5 Members, including all PAGA Employees, release the Released PAGA Claims,  
6 regardless of whether they have requested exclusion from the Settlement as to  
7 Class claims.

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

14 The Court finds the Gross Settlement Fund, the Net Settlement Fund, and the  
15 methodology used to calculate and pay each Settlement Class Member's Allocation Amount  
16 are fair and reasonable, and authorizes the Settlement Administrator to pay the Settlement  
17 Shares to the Settlement Class Members in accordance with the terms of the Settlement.

18 Defendant shall pay the total of \$462,233.51 to resolve this litigation. Defendant will  
19 fund the settlement account fourteen (14) days after the Effective Date. The Settlement  
20 Administrator shall cause the Settlement Payments to be mailed to the Class Members within  
21 fourteen (14) calendar days of the receipt of funding. Thereafter, Settlement Allocation  
22 Amounts shall be distributed to Settlement Class Members shall be effected pursuant to the  
23 terms of the Settlement.

24 As with the Class Settlement Payments to the Settlement Class, the attorney's fees and  
25 costs approved by the Court shall be distributed by the Settlement Administrator to Class  
26 Counsel within fourteen (14) calendar days of the receipt of settlement funds by the  
27 Settlement Administrator.

28 From the Gross Fund Value, \$18,750.00 shall be paid to the California Labor and

1 Workforce Development Agency, representing 75% of the penalties awarded under the terms  
2 of the Settlement and Amendment pursuant to the Labor Code Private Attorneys General Act  
3 of 2004, California Labor Code section 2698, et seq.

4 The Court hereby approves an incentive payment in the amount of \$7,500.00 to  
5 Gregory Martinez for his service as class representative and for his agreement to release  
6 claims.

7 The Court hereby confirms Kane Moon, and Enzo Nabiev, of Moon Law Group, PC as  
8 Class Counsel.

9 From the Gross Settlement Fund, Class Counsel is awarded \$154,077.84 for their  
10 reasonable attorneys' fees and \$15,000.00 for their reasonable costs incurred in the Action.  
11 The fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The  
12 Court finds that the fees are reasonable in light of the benefit provided to the Class.

13 The Court approves Settlement Administration Costs in the amount of \$8,307.17. Such  
14 costs shall be paid from the Gross Settlement Fund to Phoenix Settlement Administrators

15 The Parties are ordered to have notice of this Order and Judgment sent to all Class  
16 Members in accordance with CRC 3.771 (b) along with settlement payments issued via first  
17 class mail to all participating Class Members at their last known addresses, and to the LWDA  
18 pursuant to Labor Code § 2699(1)(3);

19 This Judgment is intended to be a final disposition of the above-captioned action in its  
20 entirety and is intended to be immediately appealable.

21 This Court shall retain jurisdiction with respect to all matters related to the  
22 administration and consummation of the Settlement, and any and all claims, asserted in,  
23 arising out of, or related to the subject matter of the lawsuit, including but not limited to all  
24 matters related to the Settlement and the determination of all controversies relating thereto.

25 Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted, and  
26 the Court directs that Judgment shall be entered in accordance with the terms of this Order.

27 The Court sets a Non-Appearance Hearing (Case Review) Re: Distribution on  
28 9-4, 2024 at 8:30 AM in Department S26. Class Counsel is ordered to file a final

report and declaration regarding distribution no later than 5 COURT DAYS.

**IT IS SO ADJUDGED.**

DATE:

12/4/23

  
\_\_\_\_\_  
Jessica L. Morgan  
~~Hon. David Cohn~~

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA )  
3 ) ss  
4 COUNTY OF LOS ANGELES )

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18  
6 and not a party to the action; my business address is 1055 West Seventh Street, Suite 1880, Los  
7 Angeles, California 90017. On October 19, 2023, I served the foregoing document described as:

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

10 X by placing \_\_\_ the original X a true copy thereof enclosed in sealed envelope(s)  
11 addressed as follows:

12 **KRISTA L. DIMERCURIO**  
13 krista@magarianlaw.com  
14 **MARK D. MAGARIAN**  
15 mark@magarianlaw.com  
16 **MAGARIAN & DIMERCURIO, APLC**  
17 20 Corporate Park, Suite 255  
18 Irvine, California 92606

19 *Attorneys for Defendant INDUSTRIAL THREADED PRODUCTS, INC*

20 [✓] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The  
21 envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with  
22 the firm's practice of collection and processing correspondence for mailing. Under that  
23 practice it would be deposited with U.S. postal service on that same day with postage  
24 thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am  
25 aware that on motion of the party served, service is presumed invalid if postal  
26 cancellation date or postage meter date is more than one day after date of deposit for  
27 mailing in affidavit.

28 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 October 19, 2023, at Los Angeles, California.

\_\_\_\_\_  
Ximena Reyes

Name

\_\_\_\_\_  
/S/ Ximena Reyes

Signature