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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

IGNACIO DUENAS, individually, and on
behalf of other members of the general public
similarly situated,

Plaintiff,

vs.

BELCAN ENGINEERING GROUP, LLC;
PPG INDUSTRIES, INC.; and DOES 1
through 25, inclusive,

Defendants.

Case No. 22STCV34198 [lead case]
(Related to Case No. 24STCV10626 and
24STCV05032)

Honorable Elaine Lu
Department SSC-9

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Date: October 6, 2026
Time: 8:30 a.m.
Dept.: SSC-9

Complaint Filed: October 24, 2022
FAC Filed: January 13, 2023
SAC Filed: October 13, 2025
Trial Date: Not Set

1 Plaintiff Ignacio Duenas’ (“Plaintiff”) Motion for Final Approval of Class Action and PAGA
2 Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement Administration Costs
3 came before this Court on October 6, 2026, at 8:30 a.m. before the Honorable Elaine Lu in Department
4 9 of the above-captioned Court located at 312 North Spring Street, Los Angeles, California 90012.

5 Having received and considered the Amended Joint Stipulation of Class Action and PAGA
6 Settlement (“Settlement Agreement” or “Settlement”), Plaintiff’s Motion for Final Approval of Class
7 Action and PAGA Settlement, Attorneys’ Fees and Costs, Enhancement Payment, and Settlement
8 Administration Costs, the supporting papers filed by the Parties, the Declarations of Class Counsel
9 Annabel Blanchard, the Class Representative Ignacio Duenas, and the Settlement Administrator Tarus
10 Dancy on behalf of Apex Class Action, LLC, and the evidence and argument received by the Court in
11 conjunction with the Motion for Preliminary Approval of Class Action and PAGA Settlement and
12 documents thereto, the Court grants final approval of the Settlement and HEREBY ORDERS AND
13 MAKES THE FOLLOWING DETERMINATIONS:

14 1. This Court has jurisdiction over the subject matter of the above-captioned action and
15 over Plaintiff and Defendants Belcan Engineering Group, LLC, Belcan Services Group Limited
16 Partnership, PRC-DeSoto International, Inc., and Sierracin/Sylmar Corporation (“Defendants”)
17 (together, with Plaintiff, the “Parties”), including all members of the Class.

18 2. The Court finds that the following Class is properly certified as a class for settlement
19 purposes only: “all current or former non-exempt employees of Belcan Engineering Group, LLC who
20 were placed to work at the PPG Defendants’ facilities in the State of California during the Class
21 Period.” The “Class Period” is defined as the period from October 24, 2018, through February 12,
22 2025.

23 3. The Court appoints Plaintiff Ignacio Duenas as the Class Representative for settlement
24 purposes only.

25 4. The Court appoints Jonathan M. Genish, Barbara DuVan-Clarke, Danielle L.
26 GruppChang, P.J. Van Ert, Melissa Rodriguez, and Annabel Blanchard of Blackstone Law, APC as
27 Class Counsel for settlement purposes only.

28 5. The Notice of Class Action Settlement (“Class Notice”) provided to the Class conforms

1 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
2 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
3 any other applicable law, and constitutes the best notice practicable under the circumstances, by
4 providing individual notice to all Class Members who could be identified through reasonable effort,
5 and by providing due and adequate notice of the proceedings and of the matters set forth therein to the
6 other Class Members. The Class Notice fully satisfied the requirements of due process.

7 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
8 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
9 requirements for final approval of this class action settlement under California law, including the
10 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
11 3.769.

12 7. The Settlement Agreement is not an admission by Defendants, or by any other Released
13 Party, of any liability or wrongdoing. Neither this Order and Judgment, the Settlement, nor any
14 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
15 used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever by or
16 against Defendants or any of the other Released Parties. The Parties entered into the Settlement
17 Agreement to resolve the dispute and avoid the burden, expense, and risk of continued litigation, and
18 Defendants specifically deny any violation of law, breach of duty, misrepresentation, deception, or
19 other unlawful conduct.

20 8. The Court finds that two (2) Class Members, Maurice Harville and Anthony Gonzalez,
21 have validly and timely opted out of the Class Settlement, and no Settlement Class Members have
22 objected to the Class Settlement.

23 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
24 recognition of Plaintiff's efforts on behalf of the Class, the Court hereby approves payment from the
25 Gross Settlement Amount of an Enhancement Payment to Plaintiff Ignacio Duenas in the amount of
26 \$15,000.00.

27 10. The Court approves the payments from the Gross Settlement Amount of attorneys' fees
28 to Class Counsel in the sum of \$621,250.00 and reimbursement of actual litigation costs and expenses

1 to Class Counsel in the sum of \$23,441.98. The attorneys' fees and reimbursement of litigation costs
2 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
3 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding
4 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
5 obtained for the Class.

6 11. The Court approves and orders payment from the Gross Settlement Amount in the
7 amount of \$14,890.00 to Apex Class Action, LLC for performance of settlement administration
8 services.

9 12. The Court approves and orders payment in the amount of \$67,500.00 to the California
10 Labor and Workforce Development Agency (LWDA") as 75% of the payment allocated toward PAGA
11 penalties.

12 13. It is hereby ordered that no later than twenty-one (21) business days after the Effective
13 Date, Defendants will deposit the Gross Settlement Amount into a Qualified Settlement Fund
14 established by the Settlement Administrator, in accordance with the Settlement Agreement.

15 14. It is hereby ordered that within ten (10) business days of the funding of the Gross
16 Settlement Amount, the Settlement Administrator will issue the Individual Settlement Payments to
17 Settlement Class Members, Individual PAGA Payments to Aggrieved Employees, the LWDA
18 Payment to the LWDA, the Enhancement Payment to Plaintiff, Attorneys' Fees and Costs to Class
19 Counsel, and Settlement Administration Costs to itself.

20 15. Each Individual Settlement Payment and Individual PAGA Payment check will be
21 valid and negotiable for one hundred and eighty (180) calendar days from the date the checks are
22 issued and thereafter will be canceled. Any funds associated with canceled checks will be distributed
23 by the Settlement Administrator to the State of California's Unclaimed Property Division in the name
24 of the Settlement Class Member and/or Aggrieved Employee.

25 16. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff
26 and all Settlement Class Members will be deemed to have fully, finally, and forever released, settled,
27 compromised, relinquished, and discharged the Released Parties of all Released Class Claims.
28 "Released Class Claims" means any and all claims which were alleged or which could have been

1 reasonably alleged based on the factual allegations in the Operative Complaint, arising during the
2 Class Period, which shall specifically include claims for Defendants’ alleged failure to pay all wages
3 (including minimum, regular, overtime, double time, on-call time, reporting time, and paid sick leave),
4 provide compliant meal and rest periods and associated premium payments, timely pay wages during
5 employment and upon termination, provide accurate wage statements, maintain accurate payroll
6 records, and failure to reimburse necessary business-related expenses in violation of California Labor
7 Code Sections 201, 202, 203, 204, 210, 218.5, 221, 225, 226(a), 226.3, 226.7, 246, 510, 512, 558,
8 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5, 1199, 2800, and 2802, the applicable
9 Industrial Welfare Commission Wage Order, and California Business and Professions Code sections
10 17200, *et seq.*

11 17. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
12 the State of California with respect to all Aggrieved Employees, and all Aggrieved Employees will be
13 deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged
14 the Released Parties of all Released PAGA Claims. “Released PAGA Claims” means any and all
15 claims arising from any of the factual allegations in the Amended PAGA Letter and Operative
16 Complaint, arising during the PAGA Period, for civil penalties under the Private Attorneys General
17 Act of 2004, California Labor Code Sections 2698 *et seq.*, including claims for Defendants’ alleged
18 failure to pay all wages (including minimum, regular, overtime, double time, on-call time, reporting
19 time, and paid sick leave), provide compliant meal and rest periods and associated premium payments,
20 timely pay wages during employment and upon termination, provide accurate wage statements, failure
21 to maintain accurate payroll records, and failure to reimburse necessary business-related expenses in
22 violation of California Labor Code Sections 201, 201.3, 202, 203, 204, 210, 218.5, 221, 225, 226(a),
23 226.3, 226.7, 246, 510, 512, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1197.5, 1198, 1198.5,
24 1199, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Order.

25 18. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff,
26 individually and on his own behalf, will be deemed to have fully, finally, and forever released, settled,
27 compromised, relinquished, and discharged the Released Parties from any and all claims, debts,
28 liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of

1 action of any kind or nature whatsoever, known or unknown, suspected or unsuspected, asserted or
2 unasserted, arising out of, relating to, or resulting from his employment and/or separation of
3 employment with Defendants, which Plaintiff, at any time up until the execution of the Settlement
4 Agreement, had or claimed to have or may have. This is a general release and is to be broadly construed
5 as a release of all claims, except that it does not include the release of any claims that cannot be
6 released by law. Any and all rights granted under any state or federal law or regulation limiting the
7 effect of the Settlement Agreement, including the provisions of Section 1542 of the California Civil
8 Code, are expressly waived. Section 1542 of the California Civil Code provides:

9 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE
10 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO
11 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE
12 AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED
PARTY.

13 19. "Released Parties" means Defendants and their current and former officers, directors,
14 members, insurers, shareholders, parent companies, subsidiaries, affiliates, predecessors, successors,
15 and assigns, including PPG Industries, Inc.

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

20 21. Notice of entry of this Order and Judgment shall be given to the Class Members by
21 posting a copy of this Order and Judgment on the Settlement Administrator's website for a period of
22 at least sixty (60) calendar days after the date of entry of this Order and Judgment.

23 22. A Non-Appearance Case Review re: Final Report is set for
24 _____ at 8:30 a.m. in Department 9 of this Court located at 312 North Spring
25 Street, Los Angeles, California 90012. The Settlement Administrator shall file a Final Report by
26 _____.

27 **IT IS SO ORDERED.**

28 Dated: _____

Honorable Elaine Lu