

FILED

San Francisco County Superior Court

OCT 07 2024

CLERK OF THIS COURT

BY:

Christina E. Kelly

Deputy Clerk

SUPERIOR COURT OF CALIFORNIA

COUNTY OF SAN FRANCISCO

DEPARTMENT 304

ALFREDO ABARCA, on behalf of himself
and all others similarly situated,

Plaintiff,

v.

CIRCOSTA IRON & METAL COMPANY,
INC., a California corporation; and DOES 1
through 100, Inclusive,

Defendants.

Case No. CGC-22-602245

SECOND AMENDED JUDGMENT

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1. “Aggrieved Employees” are defined as all current and former non-exempt employees who worked for Defendant Circosta Iron & Metal Company, Inc. (“Defendant”) in the State of California during the PAGA Period.

3. The Gross Settlement Amount is \$135,000. In its Approval Order, the Court authorized the following distributions from the Gross Settlement Amount: (1) \$45,000 in attorneys' fees to Plaintiff's counsel; (2) \$7,086.84 to Plaintiff's counsel for litigation costs; (3) \$500 Enhancement Award to Plaintiff; (4) \$2,450 to ILYM Group, Inc. for settlement administration costs; and (5) \$59,972.37 PAGA allocation to the Labor and Workforce Development Agency ("LWDA").

5. Settlement checks that remain uncashed 180 or more calendar days after issuance shall be cancelled and the Settlement Administrator shall tender the residual funds to the *cy pres* beneficiary, Bay Area Legal Aid, San Francisco, in accordance with the Settlement Agreement.

6. As of October 2, 2024, the total amount of residual funds from the initial distribution is \$3,100.28. The Court hereby directs the Settlement Administrator to disburse the residual funds to Bay Area Legal Aid, the designated *cy pres* beneficiary, in accordance with the Settlement Agreement.

¹ All terms in this Second Amended Judgment shall have the same meaning as that assigned to them in the Settlement, attached as Exhibit 1 to the Declaration of Tuvia Korobkin submitted concurrently with the Motion.

7. The Court hereby approves the Settlement as fair, reasonable, and adequate, directs the parties to effectuate the Settlement according to its terms and according to the terms set forth in the concurrently entered Approval Order, and hereby enters Judgement thereon.

8. Following entry of this Second Amended Judgment and the Approval Order and the Settlement being fully funded, Plaintiff and all Aggrieved Employees will have released all of the Released Claims against the Released Parties, as those terms are defined in the Settlement. The release of the Released Claims shall extend for the duration of the PAGA Period. No individual claims for wages are released under the Settlement.

9. Without affecting the finality of this Second Amended Judgment in any way, the Court retains jurisdiction to enforce the terms of the Settlement, this Second Amended Judgment, and the Approval Order. The Court shall retain exclusive and continuing jurisdiction over this Action, over all Parties, and the Aggrieved Employees to interpret and enforce the terms, conditions, and obligations of the Settlement.

10. Plaintiff shall submit a copy of this Second Amended Judgment to the LWDA within ten days after entry pursuant to Labor Code § 2699(s)(3).

IT IS SO ORDERED.

Dated: October 4, 2024


Ethan P. Schulman
Judge of the Superior Court

CERTIFICATE OF ELECTRONIC SERVICE
(CCP 1010.6(6) & CRC 2.260(g))

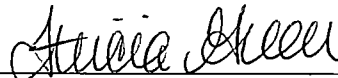
I, Felicia Green, a Deputy Clerk of the Superior Court of the County of San Francisco, certify that I am not a party to the within action.

On October 7, 2024, I electronically served SECOND AMENDED JUDGMENT via File & ServeXpress on the recipients designated on the Transaction Receipt located on the File & ServeXpress website.

Dated: **OCT 07 2024**

Brandon E. Riley, Court Executive Officer

By: _____



Felicia Green, Deputy Clerk