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SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUL 11 2024

BY 
VALERIE URUENA, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

ANTHONY VARGAS, individually, and
KENNETH SLINGLUFF, individually, on a
representative basis, and on behalf of all
others similarly situated;

Case No.: CIVSB2224689
[Assigned to the Hon. Jessica Morgan, Dept
S26, for all purposes]

Plaintiffs,

~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF JUDGMENT

VS.

ELEMENTIS SPECIALTIES, INC., a
Delaware Corporation; and DOES 1 through
20, inclusive;

Defendants.

Complaint Filed: November 3, 2022

Plaintiffs Anthony Vargas and Kenneth Slingluff's Motion for Final Approval of the Settlement (the "Final Approval Motion") as set forth in the Class Action Settlement Agreement and Release of Claims ("Settlement Agreement") came for a hearing in the above-entitled court. The Final Approval Motion was unopposed by Defendant Elementis Specialties, Inc. Having considered the Final Approval Motion, the Settlement Agreement, the Declarations, and all other materials properly before the Court and having conducted an inquiry pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement Agreement was entered by all parties in good faith, and the Settlement Agreement is approved. Due and

[PROPOSED] ORDER GRANTING FINAL APPROVAL OF SETTLEMENT, ENTRY OF JUDGMENT

adequate notice having been given to the Class, and the Court having considered the Settlement Agreement, all papers filed and proceedings had herein and all oral and written comments received regarding the proposed settlement, and having reviewed the record in this Action, and good cause appearing,

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

1. The Court, for purposes of this Judgment and Order (“Judgment”), refers to all defined terms (i.e., terms with initial capitalization) as set forth in the Settlement Agreement.

2. The Court has jurisdiction over the subject matter over this Action, Class Representatives Anthony Vargas and Kenneth Slingluff, the Class Members and Defendant.

3. For purposes of effectuating this Order and Judgment, this Court has certified the following class: “All current and former non-exempt employees employed by Defendant in California at any time during the Class Period (which is November 3, 2018, through December 25, 2023.” The Court deems this definition sufficient for purposes of California Rules of Court, rule 3.765(a).

4. As set forth in the Settlement Agreement, Aggrieved Employees includes: “All current and former non-exempt employees employed by Defendant in California at any time during the PAGA Period (which is November 3, 2021, through December 25, 2023.”

5. The Court finds that the distribution of the Class Notice, as provided for in the Order Granting Preliminary Approval of the Settlement, constituted the best notice practicable under the circumstances to all Class Members and fully met the requirements of California law and due process under the California and United States Constitution. Based on evidence and other material submitted, the actual notice to the class was adequate.

6. The Court finds that the instant Action presented a good faith dispute of the claims alleged, and the Court finds in favor of settlement approval.

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1 7. The Released Class Claims on behalf of the Participating Class Members
2 included:

3 All claims that were alleged, or reasonably could have been alleged, based
4 on the facts stated in the Complaint, including failure to pay minimum
5 wages, straight time compensation, overtime compensation, double-time
6 compensation, and interest thereon; failure to timely pay regular and final
7 wages; the calculation of the regular rate of pay; wages lost from time
8 rounding and timekeeping; non-compliant (e.g., missed, short, late, and/or
9 interrupted) meal periods and rest periods; failure to provide meal periods;
10 failure to authorize and permit rest periods; the calculation and payment of
11 meal period and rest period premiums; payment for all hours worked,
12 including off-the-clock work and uncompensated work time; wage
13 statements and paystubs, including wage statements and paystubs
14 furnished or available in physical, electronic, or other forms; failure to pay
15 sick pay wages; failure to properly calculate sick pay wages; failure to
16 keep accurate records; unfair business practices; recordkeeping penalties,
17 wage statement penalties, minimum-wage penalties, and waiting-time
18 penalties; statutory penalties and civil penalties; interest for claims for
19 unpaid wages; and attorneys' fees and costs; claims under the California
20 Labor Code including sections 200, 201, 201.3, 202, 203, 204, 210, 218,
21 218.5, 218.6, 221-223, 224, 226, 226.3, 226.7, 233, 246, 246.5, 248.5,
22 256, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1194.2, 1194.3, 1197,
23 1197.1, 1198, 1199, 2699, and 2802); the Wage Orders of the California
24 Industrial Welfare Commission; and California Business and Professions
25 Code section 17200, et seq.

18 8. The Released PAGA Claims on behalf of the Aggrieved Employees included:

19 All PAGA claims that Plaintiffs alleged against the Released Parties, on
20 behalf of the Aggrieved Employees and their respective former and
21 present representatives, agents, attorneys, heirs, administrators, successors,
22 and assigns, the LWDA and the State of California, including all claims
23 for PAGA penalties that were alleged, or reasonably could have been
24 alleged, based on the facts stated in the Complaint and the PAGA Notice,
25 including claims for unpaid wages, including failure to pay minimum
26 wages, straight time compensation, overtime compensation, double-time
27 compensation, and interest; the calculation of the regular rate of pay; non-
28 compliant (e.g., missed, short, late, and/or interrupted) meal periods and
rest periods; failure to provide meal periods; failure to authorize and
permit rest periods; the calculation and payment of meal period and rest
period premiums; payment for all hours worked, including off-the-clock
work and rounded time; wage statements; failure to keep accurate records;
unlawful deductions and/or withholdings from wages; failure to timely
pay wages; and failure to timely pay final wages. The Released PAGA
Claims include claims for violation of the Wage Orders of the California
Industrial Welfare Commission and the following California Labor Code

sections: 200, 201, 202, 203, 204, 206, 208, 210, 218.6, 221-223, 226, 226.3, 226.7, 246, 510, 512, 558, 1194, 1194.2, 1197, 1197.1, 1198, 1199, 2802, as well as 2698 et seq., and 2699 et seq. in relation to the claims alleged in the Complaint and PAGA Notice.

9. There were no Objections to the Settlement, and no Requests for Exclusion. Thus, all Class Members are Participating Class Members, who are entitled to an Individual Class Payment pursuant to the Settlement and this Judgment. Likewise, all Aggrieved Employees are entitled to an Individual PAGA Payment, constituting a pro rata share of PAGA Penalties.

10. The Court approves the Settlement, as set forth in the Settlement Agreement and each of the releases and other terms, as fair, just, reasonable, and adequate as to the Parties. The Parties are directed to perform in accordance with the terms set forth in the Settlement Agreement.

11. The Parties are to bear their own costs, except as otherwise provided in the Settlement Agreement.

12. With respect to the Class and for purposes of approving this Settlement, this Court finds and concludes as follows: (a) the Class Members are ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Class Members, and there is a well-defined community of interest among the Class Members with respect to the subject matter of the Action; (c) the claims of the Class Representatives are typical of the claims of the Class Members; (d) the Class Representatives have fairly and adequately protected the interests of the Class Members; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representatives, i.e., Class Counsel, are qualified to serve as counsel for the Plaintiffs in their individual and representative capacity and for the Class.

13. By this Judgment, the Class Representatives shall release, relinquish, and discharge, and each of the Participating Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Class Claims, as defined in the Settlement Agreement.

1 14. Neither the Settlement Agreement nor the Settlement contained therein, nor any
2 act performed or document executed pursuant to or in furtherance of the Settlement Agreement
3 or the Settlement (i) is or may be deemed to be or may be used by the Class Representatives or
4 Participating Class Members as an admission of, or evidence of, the validity of any of the
5 Released Class Claims, or of any wrongdoing or liability of Defendant or any of the other
6 Released Parties; or (ii) is or may be deemed to be or may be used by any of the Class
7 Representatives or Participating Class Members as an admission of, or evidence of, any fault or
8 omission of Defendant or any of the other Released Parties in any civil, criminal, or
9 administrative proceeding in any court, administrative agency, or other tribunal. Defendant or
10 any of the other Released Parties may file the Settlement Agreement and/or the Judgment from
11 this Action in any other action that may be brought against it or them in order to support a
12 defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good
13 faith settlement, judgment bar or reduction, or any theory of claim preclusion or issue preclusion
14 or similar defense or counterclaim.

15 15. The Settlement Amount to be paid under the Settlement Agreement is \$290,000.
16 From this amount, Class Counsel sought attorney's fees of \$96,666.67 and litigation expenses of
17 \$16,937.91, a Service Award to Class Representatives Anthony Vargas and Kenneth Slingluff of
18 \$10,000 each, an Administrator Expenses of \$5,450 to ILYM Group (the "Settlement
19 Administrator"), and \$22,500 to the LWDA for PAGA penalties and \$7,500 to the Aggrieved
20 Employees for PAGA Penalties. Defendant does not oppose these requests. In addition, and
21 concurrently with paying the Settlement Amount, Defendant shall separately pay all employer
22 payroll taxes owed on the wage portion of the Individual Class Payments, which shall be
23 reported through the Settlement Administrator. The Court finds that the Settlement Amount is
24 fair, reasonable and adequate, and awards the payments set forth below from the Settlement
25 Amount:

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- 1 A) \$96,666.67 to Class Counsel for attorney’s fees;
2 B) \$16,937.91 to Class Counsel for litigation expenses;
3 C) \$10,000 each to Class Representatives Anthony Vargas and Kenneth
4 Slengluff as a Service Award;
5 D) \$5,450 to the Settlement Administrator, ILYM Group;
6 E) \$22,500 to the LWDA;
7 F) \$7,500 to the Aggrieved Employees on a pro rata basis;

8 After deducting the foregoing payments from the Settlement Amount, the remainder shall
9 form the Net Settlement Amount payable to the Participating Class Members as set forth in the
10 Settlement Agreement and as calculated by the Settlement Administrator.

11 16. The Settlement Administrator is directed to calculate the Participating Class
12 Member’s Individual Class Payments and the Aggrieved Employees’ Individual PAGA
13 Payments and issue all payments within in accordance with the Settlement Agreement and this
14 Order/Judgment.

15 17. Concurrently with mailing the settlement checks to the Participating Class
16 Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of
17 Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the
18 check for the Participating Class Members, noting the following: “Please be advised that on
19 [*insert date*], 2024, the Superior Court of California for the County of San Bernardino entered
20 Judgment in the case entitled *Vargas et al. v. Elementis Specialties, Inc.*, pending in Superior
21 Court of the State of California, County of San Bernardino, Case No. CIVSB2224689, on behalf
22 of all current and former non-exempt employees employed by Defendant in California at any
23 time during the Class Period (which is November 3, 2018, through December 25, 2023.”

24 18. The Class Members shall have 180 days to negotiate the settlement check from
25 the date of issuance by the Settlement Administrator. In the event that a Participating Class
26 Member or Aggrieved Employee does not negotiate a check within this time period, the check
27 will be canceled. The value of the unclaimed funds in the Settlement Administrator’s account as
28 a result of a failure to timely cash a settlement check shall be issued to the State Controller’s

Office for the State of California in the name of the person.

19. The following dates shall govern for purposes of this implementing this Order/Judgment:

July 11, 2024	The Final Order and Judgment is entered, and the Effective Date occurs.
July 26, 2024	Defendant shall fund the \$290,000 Settlement Amount to the Settlement Administrator, plus Defendant's share of employer-side taxes, as calculated by the Settlement Administrator.
Within 10 days after receipt of Payment (approximately August 5, 2024)	Settlement Administrator to issue all Individual Class Payments to the Participating Class Members, Individual PAGA Payments to the Aggrieved Employees, payment to Class Counsel for attorney's fees and costs, the Service Payment to the Class Representative, the payment to the LWDA for PAGA Penalties, and pay itself the Administrator expenses.
180 days after payment is issued (approximately February 1, 2025)	Deadline for Participating Class Members and Aggrieved Employees to cash checks.
March 3, 2025	Counsel to file a declaration from the Settlement Administrator setting forth the disbursements that were actually made, including any uncashed checks and status of process of forwarding unclaimed funds to the State Controller.
Date: _____, 2025 Time: 8:30 a.m.	Hearing re: status of disbursements.

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1 20. This document shall constitute a Judgment for purposes of California Rule of
2 Court 3.769(h). The Court reserves exclusive and continuing jurisdiction over the Action, the
3 Class Representatives, the Class Members, and Defendant for the purposes of supervising the
4 implementation, enforcement, construction, administration, and interpretation of the Settlement
5 Agreement and this Judgment.

6 IT IS SO ORDERED.

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8 Dated:

7/11/24


Hon. Jessica Morgan