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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA
9 COUNTY OF SAN DIEGO
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11 LUIS CABALLERO, individually, on a
12 representative basis, and on behalf of all
others similarly situated;

13 Plaintiff,

14 vs.
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16 AMERICAN METAL FILTER COMPANY,
a California Corporation; and DOES 1
17 through 20, inclusive;

18 Defendants.
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Case No.: 37-2022-00050163-CU-OE-CTL
*[Assigned to Hon. Wendy M. Behan, Dept C-
66, for all purposes]*

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF SETTLEMENT;
AND ENTRY OF JUDGMENT**

20 Plaintiff Luis Caballero's Motion for Final Approval of the Settlement (the "Final
21 Approval Motion") as set forth in the Class Action and PAGA Settlement Agreement
22 ("Settlement Agreement") came for a hearing in the above-entitled court. The Final Approval
23 Motion was unopposed by Defendants American Metal Filter Company ("AMF") and Valentine
24 Deilgat, David Carter, and Michele Carter.

25 Having considered the Final Approval Motion, the Settlement Agreement, the
26 Declarations, and all other materials properly before the Court and having conducted an inquiry
27 pursuant to California Rules of Court, rule 3.769(g), the Court finds that the Settlement
28 Agreement was entered by all parties in good faith, and the Settlement Agreement is approved.

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

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

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

8 2. The Court has jurisdiction over the subject matter over this Action, Class
9 Representative Luis Caballero, the Class Members, and Defendants.

10 3. For purposes of effectuating this Order and Judgment, this Court has certified the
11 following class: “All current and former nonexempt employees who were employed by
12 American Metal Filter Company in California at any time during the Class Period (which is
13 December 15, 2018, to December 31, 2023).” The Court deems this definition sufficient for
14 purposes of California Rules of Court, rule 3.765(a).

15 4. As set forth in the Settlement Agreement, Aggrieved Employees includes: “All
16 current and former nonexempt employees who were employed by American Metal Filter
17 Company in California at any time during the PAGA Period (which is December 15, 2021,
18 through December 31, 2023).”

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

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

26 7. The Released Class Claims on behalf of the Participating Class Members
27 included:
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all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint, including all of the following claims for relief: (a) failure to pay minimum wages, regular wages and/or overtime pay; (b) failure to provide or pay premium payments for meal periods; (c) failure to provide or pay premium payments for rest periods; (d) failure to provide complete and accurate wage statements; (e) failure to reimburse business expenses; (f) failure to pay wages upon termination; (g) violations of the California Business & Professions Code §§ 17200 et seq. These claims include, but are not limited to, California Labor Code sections 201, 202, 203, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1 and 1198, and all related provisions of the California Code of Regulations, the California Industrial Wage Orders, the California Business & Professions Code sections 17200 et seq. (“Released Class Claims”). The Released Class Claims extend to all theories of relief regardless of whether the claim is, was or could have been alleged under federal law, state law or common law (including, without limitation, as violations of the California Labor Code, the Wage Orders, applicable regulations, and California’s Business and Professions Code section 17200), and includes all types of relief available for the above-referenced claims, including, any claims for damages, restitution, losses, penalties, fines, liens, attorneys’ fees, costs, expenses, debts, interest, injunctive relief, declaratory relief, or liquidated damages. The operative release period for the Released Class Claims is the Class Period.

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

all claims for civil penalties under the Private Attorneys General Act, Labor Code § 2698 et seq., that Plaintiff alleged against Defendants, on behalf of Aggrieved Employees and State of California, based on the facts stated in the Complaint and in Plaintiff’s PAGA Notice to the LWDA (including any amendments thereto), or reasonably could have been alleged based on the allegations, the facts, and/or legal theories under the PAGA contained in the Complaint, including all of the following claims for relief: (a) failure to pay minimum wages, regular wages and/or overtime pay (including any theory of failure to pay any and all wages for all time worked or earned); (b) failure to provide or pay premium payments for meal periods; (c) failure to provide or pay premium payments for rest periods; (d) failure to provide complete and accurate wage statements; (e) failure to reimburse business expenses; and (f) failure to pay wages upon termination (“Released PAGA Claims”). The Released PAGA Claims include, but are not limited to, California Labor Code sections 201, 202, 203, 204, 226,

1 226.7, 510, 512, 1174, 1194, 1197, 1197.1 and 1198, and all
2 related provisions of the California Code of Regulations, and the
3 California Industrial Wage Orders. The time period governing the
4 Released PAGA Claims shall be the entire time during the PAGA
5 Period. The Released PAGA Claims do not release any potential
6 claims for wages or statutory penalties.

7 9. There were no objections to the Settlement, and no Request for Exclusion. Thus,
8 86 Class Members are Participating Class Members, who are entitled to an Individual Class
9 Payment pursuant to the Settlement and this Judgment. Likewise, all Aggrieved Employees are
10 entitled to an Individual PAGA Payment, constituting a pro rata share of PAGA Penalties.

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

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

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

27 13. By this Judgment, the Class Representative shall release, relinquish, and
28 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

1 discharged all Released Class Claims, as defined in the Settlement Agreement.

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

16 15. The Settlement Amount to be paid under the Settlement Agreement is \$400,000.
17 From this amount, Class Counsel sought attorney's fees of \$133,333.33 and litigation expenses
18 of \$5,953.15, a Service Award to Class Representative of \$10,000, an Administrator Expenses of
19 \$5,500 to Phoenix Settlement Administrators (the "Settlement Administrator"), and \$22,500 to
20 the LWDA for PAGA penalties and \$7,500 to the Aggrieved Employees for PAGA Penalties.
21 Defendants do not oppose these requests. In addition, and concurrently with paying the
22 Settlement Amount, Defendants shall separately pay all employer payroll taxes owed on the
23 wage portion of the Individual Class Payments, which shall be reported through the Settlement
24 Administrator. The Court finds that the Settlement Amount is fair, reasonable and adequate, and
25 awards the payments set forth below from the Settlement Amount:

- 26 A) \$133,333.33 to Class Counsel for attorneys' fees;
27 B) \$5,953.15 to Class Counsel for litigation expenses;
28 C) \$10,000 to Class Representative Luis Caballero as a Service Award;

- 1 D) \$5,500 to the Settlement Administrator, Phoenix;
2 E) \$22,500 to the LWDA;
3 F) \$7,500 to the Aggrieved Employees on a pro rata basis;

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

7 16. The Settlement Administrator is directed to calculate the Participating Class
8 Member's Individual Class Payments and the Aggrieved Employees' Individual PAGA
9 Payments and issue all payments within in accordance with the Settlement Agreement and this
10 Order/Judgment.

11 17. Concurrently with mailing the settlement checks to the Participating Class
12 Members and Aggrieved Employees, the Settlement Administrator shall include a Notice of
13 Entry of Judgment to all Class Members either on a postcard or as a detachable portion of the
14 check for the Participating Class Members, noting the following: "Please be advised that on
15 [insert date], 2025, the Superior Court of California for the County of San Diego entered
16 Judgment in the case entitled *Caballero v. American Metal Filter Company*, pending in Superior
17 Court of the State of California, County of San Diego, Case No. 37-2022-00050163-CU-OE-
18 CTL, on behalf of all current and former nonexempt employees employed by American Metal
19 Filter Company in California at any time during the Class Period (which is December 15, 2018,
20 through December 31, 2023)."

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

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

September 12, 2025	The Final Order and Judgment is entered, and the Effective Date occurs.
September 29, 2025	Defendants shall fund the \$400,000 Settlement Amount to the Settlement Administrator, plus Defendants' share of employer-side taxes, as calculated by the Settlement Administrator.
Within 10 days after receipt of Payment (approximately October 9, 2025)	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 attorneys' 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 April 7, 2026)	Deadline for Participating Class Members and Aggrieved Employees to cash checks.
15 days before the Disbursement Hearing	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: _____, 2026 Time: 10:15 a.m.	Hearing re: status of disbursements.

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

1 IT IS SO ORDERED.
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3 Dated: _____

4 Hon. Wendy Behan
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