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ALEXANDER MEDINA LOPEZ

**SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF RIVERSIDE**

TUAN Q. LE and ALEXANDER MEDINA
LOPEZ, as an individual and on behalf of all
others similarly situated,

Plaintiffs,

vs.

FUTURE TECH METALS, INC., a California
corporation; and DOES 1-100, inclusive,

Defendants.

CASE NO. CVRI2105851

Assigned for All Purposes to:
Hon. Harold Hopp
Dept. 1

~~[PROPOSED]~~ ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
REQUEST FOR ATTORNEY'S FEES
AND COSTS AND JUDGMENT
THEREON

Date: January 11, 2024
Time: 8:30 a.m.
Dept.: 1

1 The Court, having read the papers filed with regard to Plaintiffs' motion for final approval
2 of a class action settlement and request for attorney's fees and costs, and having heard argument
3 on the motions, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement ("Settlement Agreement"), attached as
7 Exhibit 1 to the Declaration of Nikki Trenner, filed on or about June 29, 2023, is the product of
8 arms-length negotiations between the parties and the terms of the Settlement Agreement are fair,
9 reasonable, adequate, and in the best interests of the Settlement Class. The Settlement Agreement
10 therefore is finally approved, and its terms incorporated herein. The Court orders the parties to
11 the Settlement Agreement to perform forthwith their respective duties and obligations thereunder.

12 3. The Settlement Class, which was provisionally certified by the Court in its August
13 14, 2023 Order Granting Preliminary Approval, hereby is certified under California Code of Civil
14 Procedure Section 382 for purposes of settlement only. The Settlement Class includes all
15 individuals who worked for Defendant Future Tech Metals, Inc. ("Future Tech"), either directly
16 or through a staffing company, as a non-exempt employee in California during the Class Period
17 of December 29, 2017 to August 5, 2023. No Settlement Class Members opted out of the
18 settlement.

19 4. The Court adjudges Plaintiff and the Participating Class Member, on behalf of
20 themselves and their respective former and present representatives, agents, attorneys, heirs,
21 administrators, successors, and assigns, to have released and forever discharged the Released
22 Parties (as defined in the Settlement Agreement), to the fullest extent permitted by law, from (i)
23 all claims that were alleged, or reasonably could have been alleged, based on the facts stated in
24 the Operative Complaint, including, (a) failure to pay minimum wages; (b) failure to pay
25 overtime; (c) failure to provide meal periods; (d) failure to provide rest periods; (e) failure to
26 provide itemized wage statements; (f) failure to pay all wages due at termination; and (g) unfair
27 competition. Participating Class Members' only release these claims for the duration of the Class
28 Period. Participating Class Members do not release any other claims, including claims for vested

1 benefits, wrongful termination, violation of the Fair Employment and Housing Act,
2 unemployment insurance, disability, social security, workers' compensation, or claims based on
3 facts occurring outside the Class Period.

4 5. The Court further adjudges Plaintiffs and the State of California release all claims
5 for statutory penalties that could have been sought by the Labor Commissioner for the violations
6 identified in Plaintiffs' PAGA Notice, as alleged in the Operative Complaint. Plaintiffs do not
7 release any Aggrieved Employees' claims for wages or damages. This release only releases these
8 claims for the duration of the PAGA Period.

9 6. The Settlement Administrator is ordered to distribute to the participating Class
10 Members their respective individual settlement payments from the Net Settlement Amount as
11 provided in the Settlement Agreement. All envelopes transmitting a settlement distribution check
12 to the Class Members shall bear the following notation: "YOUR CLASS ACTION
13 SETTLEMENT CHECK IS ENCLOSED." All settlement distribution checks shall be negotiable
14 for 180 days from the date of issuance. The Settlement Administrator is further ordered to mail a
15 reminder postcard to all participating Class Members and Aggrieved Employees who have not
16 cashed their settlement checks within 60 days of issuance. With respect to any Class Member
17 who is a current employee of defendant Future Tech and whose settlement distribution check is
18 returned as undeliverable, if the Settlement Administrator is unable to locate a valid mailing
19 address then the Settlement Administrator shall arrange with defendant Future Tech to have the
20 settlement distribution checks delivered to the currently employed Class Member at their place of
21 employment. Funds attributable to uncashed checks that remain after the check void date shall be
22 forwarded to the California State Controller's Unclaimed Property Fund as provided in the
23 Settlement Agreement. No funds shall revert to Future Tech.

24 7. The Court further orders that the Class Members be provided with notice of this
25 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall include
26 with each Class Member's initial settlement distribution check a notice on the check stub advising
27 the Class Members that the Court entered Judgment, the date of the Judgment, and that Class
28 Members may obtain a copy of the Judgment upon request from the Settlement Administrator.

1 8. The Class Counsel Award claimed by Class Counsel Crosner Legal PC is
2 reasonable, appropriate, and consistent with the attorneys' fees awarded in the Greater Los
3 Angeles Area for attorneys with similar qualifications, skill, and experience. Further, the costs
4 incurred by Class Counsel were reasonable and necessary for the successful prosecution of the
5 case. Accordingly, the Court approves Class Counsel's request for an award of attorney's fees in
6 the amount of \$91,666.00 and an award of costs and expenses in the amount of \$13,902.05. Such
7 amounts shall be paid as provided in the Settlement Agreement.

8 9. The requests for service awards to Plaintiffs and Class Representatives Tuan Q. Le
9 and Alexander Medina Lopez in the amount of \$7,500.00 each, are reasonable given the risks
10 Plaintiffs assumed and the amount of time Plaintiffs spent assisting with prosecuting the case.
11 The requested amount also is within the range of reasonableness for such awards approved in
12 other cases. Accordingly, the Court approves the request for a service payments to Tuan Q. Le
13 and Alexander Medina Lopez in the amount of \$7,500.00 each, and the Settlement Administrator
14 is ordered to make such payments consistent with the terms of the Settlement Agreement.

15 10. The Court finds and determines the \$20,000 PAGA Penalties payment is fair,
16 appropriate, and reasonable and that the payment to the California Labor & Workforce
17 Development Agency of \$15,000.00 as its share of the settlement of civil penalties under the
18 California Private Attorneys General Act, Labor Code Sections 2698, *et seq.*, is fair, appropriate,
19 and reasonable. The Court hereby finally approves said payment and orders the payment be made
20 per the terms of the Settlement Agreement.

21 11. The Settlement Agreement provides the Settlement Administrator, ILYM Group,
22 Inc., shall be paid an amount not to exceed \$8,550. As set forth in the Declaration of Makenna
23 Snow, the Settlement Administrator is owed \$8,550.00 for services rendered and to be rendered in
24 administering the settlement. The Court therefore orders that ILYM Group, Inc. be paid the
25 amount of \$8,550.00 consistent with the terms of the Settlement Agreement.

26 12. A Final Report (Nonappearance) Hearing is set for December 16, 2024, in
27 Department 1 of the Riverside County Superior Court. The parties are ordered to file a
28 compliance report no later than five (5) court days before the compliance hearing, which report

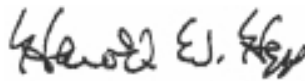
1 shall include an appropriate a declaration from the Settlement Administrator describing the date
2 the settlement distribution checks were mailed, the total number of settlement distribution checks
3 mailed to Class Members, the average amount of the settlement distribution checks, the number
4 of settlement distribution checks remaining uncashed as of the check void date, the total value of
5 the uncashed settlement distribution checks, the average amount of the uncashed settlement
6 distribution checks, and the nature and date of disposition of any unclaimed funds.

7 13. Under California Rule of Court 3.769(h), without affecting the finality of this
8 Order and Judgment in any way, the Court retains jurisdiction over: (1) implementation and
9 enforcement of the Settlement Agreement pursuant to further orders of this Court until the final
10 judgment contemplated becomes effective and each and every act agreed to be performed by the
11 parties has been performed under the terms of the Settlement Agreement; (2) any other action
12 necessary to conclude this settlement and to implement the Settlement Agreement; and (3) the
13 enforcement, construction, and interpretation of the Settlement Agreement.

14 14. Neither this Order and Judgment nor the Settlement Agreement upon which it is
15 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
16 This Order is not a finding of the validity or invalidity of any claims in this action or a
17 determination of any wrongdoing by any party. The final approval of the parties' settlement will
18 not constitute any opinion, position or determination of this Court as to the merits of the claims or
19 defenses of any party.

20 15. Judgment is hereby entered as follows: Plaintiffs Tuan Q. Le and Alexander
21 Medina Lopez and the Participating Class Members, defined as all individuals who worked for
22 Defendant Future Tech Metals, Inc., either directly or through a staffing company, as a non-
23 exempt employee in California during the Class Period of December 29, 2017 to August 5, 2023,
24 shall take nothing from Future Tech except as set forth in the Settlement Agreement. The Court
25 shall retain jurisdiction over the parties to interpret, implement and enforce this Judgment.

26 01/17/2024
27 Dated: _____



Judge of the Superior Court
Honorable Harold W. Hopp