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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JUAN CANELA, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

AMI METALS, INC., a Tennessee corporation; and
DOES 1 through 10, inclusive,

Defendants.

Case No.: 23STCV12859

CLASS AND REPRESENTATIVE ACTION

*[Assigned for All Purposes to Honorable
Stuart M. Rice, Dept. 1]*

**PROPOSED ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT AND
JUDGMENT**

*[Filed with (1) Plaintiff's Notice of Motion
and Memorandum of Points and Authorities,
(2) the Declaration of Kane Moon, (3) the
Declaration of Plaintiff Juan Canela, and (4)
the Declaration of Mary Butler]*

FINAL APPROVAL HEARING

Date: April 2, 2025

Time: 10:30 a.m.

Dept.: 1

Action Filed: June 6, 2023
FAC Filed: November 2, 2023
SAC Filed: August 1, 2024
Trial Date: Not Set

1 **~~PROPOSED~~ FINAL APPROVAL ORDER AND JUDGMENT**

2 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

3 On October 24, 2024, the Court entered an Order which granted Plaintiff's Motion for
4 Preliminary Approval of Class Action and PAGA Settlement, granted conditional class certification,
5 approved the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary
6 Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the
7 "Action") that was reached between Plaintiff Juan Canela ("Plaintiff") and Defendant AMI Metals,
8 Inc. ("Defendant") (together with Plaintiff, the "Parties"), in accordance with the Parties' First
9 Amended Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement"). The
10 Settlement was attached as **Exhibit 1** to the Supplemental Declaration of Kane Moon in Support of
11 Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement that was filed on
12 October 23, 2024.

13 The Court now has before it Plaintiff's Motion for Final Approval of Class Action and PAGA
14 Settlement, including a motion for payment of Class Counsel Fees Payment, Class Counsel
15 Litigation Expenses Payment, Class Representative Service Payment, Administration Expenses
16 Payment, and PAGA Penalties, and whether the Settlement should be finally approved as fair,
17 reasonable, and adequate as to Class Members (collectively "Motion for Final Approval"), as well
18 as a [Proposed] Final Approval Order and Judgment.

19 Due and adequate notice having been given to Class Members, and the Court having reviewed
20 the Settlement and duly considered Plaintiff's Motion for Final Approval, the supporting declarations
21 and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and
22 any oral argument, and good cause appearing,

23 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

24 1. The Court, for purposes of this Final Approval Order and Judgment, refers to all terms
25 and definitions as set forth in the Settlement.

26 2. Plaintiff's Motion for Final Approval came before Department 1 of this Court, the
27 Honorable Stuart M. Rice presiding, on April 2, 2025.

28 3. The Court finds that the Settlement was made and entered into in good faith, the terms

1 of which are fair, reasonable, and adequate; was reached following meaningful discovery and
2 investigation conducted by Plaintiff and his counsel of record (“Class Counsel”); is the result of
3 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
4 meets the requirements for final approval. In so finding, the Court has considered all the evidence
5 presented, including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and
6 complexity of the claims presented; the likely duration of further litigation; the settlement amount
7 offered; the extent of investigation and discovery completed; and the experience and views of Class
8 Counsel. The Court has further considered the absence of any objections or Requests for Exclusion
9 from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff’s Motion for Final
10 Approval and enters Judgment in accordance with the terms herein.

11 4. The Court certifies, for settlement purposes only, the following class (the “Class
12 Members”): All current and former non-exempt employees of Defendant in the State of California
13 during the Class Period. The “Class Period” means the period June 6, 2019 through July 1, 2024.

14 5. Notwithstanding the submission of a timely Request for Exclusion, Class Members
15 are still bound by the settlement and release of the Released PAGA Claims or remedies under the
16 Judgment pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests to be excluded
17 from the Settlement do not apply to the Released PAGA Claims.

18 6. The Released PAGA Claims shall bind the following individuals (“Aggrieved
19 Employees”): All non-exempt employees employed by Defendant in the State of California at any
20 time during the PAGA Period. The “PAGA Period” means the period from June 6, 2022 through July
21 1, 2024.

22 7. The Court finds that Plaintiff has exhausted all administrative remedies required to
23 bring the PAGA claims asserted in this Action and is authorized to act as private attorney general
24 with respect to the Released PAGA Claims being released under the Settlement. The Court further
25 finds that pursuant to California Labor Code section 2699(l)(2), the California Labor and Workforce
26 Development Agency (“LWDA”) was given timely notice of the Settlement, has not objected, and is
27 therefore bound by this Final Approval Order and Judgment.

28 8. The deadline to submit a Request for Exclusion or to submit written objections to the

1 Settlement was January 23, 2025.

2 9. No Requests for Exclusion were received. Accordingly, all 128 Class Members
3 remain in the Class and are bound by this Final Approval Order and Judgment.

4 10. The Court finds that a full opportunity has been afforded to Class Members to object
5 to the Settlement and participate in the Final Approval Hearing. All Class Members had an
6 opportunity to object to the Settlement. No written objections were received, and no Class Members
7 appeared at the Final Approval Hearing to present any objections.

8 11. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
9 Court Approval (the “Class Notice”), which was attached as Exhibit A to the Settlement and provided
10 to the Class pursuant to the plan for distribution described under the Settlement, conformed with the
11 requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice
12 practicable under the circumstances, by providing individual and adequate notice of the proceedings
13 and of the matters set forth therein to Class Members. The Class Notice fully satisfied the
14 requirements of due process and provided the Class Members with adequate instructions and a variety
15 of means to obtain additional information.

16 12. Release of Claims. Effective on the date when Defendant fully fund the entire Gross
17 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the
18 Individual Class Payments, Plaintiff, Class Members, Aggrieved Employees, and Class Counsel
19 will release claims against all Released Parties as follows:

20 a. Released Parties. “Released Parties” means: Defendant, and each of its former
21 and present directors, officers, shareholders, owners, members, employees,
22 managing agents, attorneys, insurers, predecessors, successors, assigns, and
23 Defendant’s subsidiaries, affiliates, and or related companies.

24 b. Plaintiff’s Release. In addition to the claims released under Section 12.c (Release
25 by Participating Class Members) below, Plaintiff and Plaintiff’s former and
26 present spouses, representatives, agents, attorneys, heirs, administrators,
27 successors, and assigns, agree to a general release of any and all claims,
28 transactions, or occurrences against Released Parties—which will include without

1 limitation any and all claims which in any way relate to Plaintiff's employment
2 with Defendant, under State or Federal law, in tort, common law, statute, contract,
3 or equity, whether pled in the Complaint or not, including but not limited to any
4 claims under the FLSA, Title VII, ADA, FEHA, ADEA, PAGA, California Labor
5 Code, or any Industrial Welfare Commission Wage Order—now existing or
6 arising in the future, based on any act, omission, event, occurrence, or
7 nonoccurrence from the beginning of time to the date of execution hereof
8 ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or
9 actions to enforce this Agreement, or to any claims for vested benefits,
10 unemployment benefits, disability benefits, social security benefits, and workers'
11 compensation benefits that arose at any time, or based on occurrences outside the
12 Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law
13 different from, or in addition to, the facts or law that Plaintiff now knows or
14 believes to be true but agrees, nonetheless, that Plaintiff's Release will be and
15 remain effective in all respects, notwithstanding such different or additional facts
16 or Plaintiff's discovery of them

- 17 c. Release by Participating Class Members. All Participating Class Members, on
18 behalf of themselves and their respective former and present representatives,
19 agents, attorneys, heirs, administrators, successors, and assigns, release Released
20 Parties from (i) all claims that were alleged, or reasonably could have been
21 alleged, based on the Class Period factual allegations and primary rights stated in
22 the Operative Complaint and any amendments thereto, and ascertained in the
23 course of the Actions, including, e.g., 1) failure to reimburse business expenses,
24 2) failure to pay all wages, 3) failure to pay overtime wages, 4) meal period
25 violations, 5) rest period violations, 6) failure to provide accurate itemized wage
26 statements, 7) failure to provide sick pay, 8) waiting time penalties and 9) Unfair
27 Competition Law violations. Except as set forth herein, Participating Class
28 Members do not release any other claims, including claims for vested benefits,

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

d. Release of PAGA Claims. Upon the date that Defendants have fully funded the Gross Settlement Amount, Plaintiff as agent and proxy of the LWDA and State of California, and the LWDA, release the Released Parties from all claims for PAGA penalties (including the 75% to the LWDA and the 25% to the aggrieved employees) that were alleged, or reasonably could have been alleged, based on the PAGA Period factual allegations stated in the Operative Complaint and any amendments thereto, the PAGA Notices, and ascertained in the course of the Action, including but not limited to, claims for violation of the California Private Attorneys General Act arising from Plaintiff's claims for minimum wage violations; failure to pay overtime wages; unreimbursed expenses; rest period violations; meal period violations; failure to keep proper records; itemized wage statement violations; and failure to timely pay wages upon termination and during employment. Through this release of PAGA Claims, the parties intend that if any Aggrieved Employee were to assert a subsequent PAGA claim on behalf of the LWDA, that Defendants could assert the Settlement as a defense to the Aggrieved Employees' PAGA claims (which are pursued on behalf of the LWDA under California law).

13. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

14. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and the methodology used to calculate Individual Class Payments and Individual PAGA Payments to Participating Class Members and Aggrieved Employees, respectively, are fair and reasonable. Thus, the Court authorizes the Administrator to calculate and pay individual settlement shares in accordance with the terms of the Settlement.

15. Defendant is ordered to fully fund the Gross Settlement Amount (\$388,000.00) and

1 also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the
2 funds to the Administrator no later than 30 days after the Effective Date.

3 16. Within 14 days after Defendant funds the Gross Settlement Amount, the
4 Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments,
5 the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees
6 Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service
7 Payment.

8 17. A total amount of \$20,000.00 shall be allocated as the "PAGA Penalties," payable
9 from the Gross Settlement Amount, for resolution of the Released PAGA Claims and distributed as
10 follows: 75% (**\$15,000.00**) to the LWDA (the "LWDA PAGA Payment") and 25% (**\$5,000.00**) to
11 Aggrieved Employees (the "Individual PAGA Payments").

12 18. The Court finds Plaintiff has adequately represented the Class and therefore confirms
13 the appointment of Plaintiff as the Class Representative, for settlement purposes only. In addition to
14 any recovery that Plaintiff is eligible to receive as a Participating Class Member and Aggrieved
15 Employee, the Court approves and orders a service payment to Plaintiff in the amount of **\$7,500.00**
16 (the "Class Representative Service Payment"), payable from the Gross Settlement Amount, for his
17 role and service as the Class Representative, for the risks and work attendant to that role, and for his
18 general release of claims and waiver of section 1542 rights.

19 19. The Court confirms the appointment of Kane Moon and Lilit Ter-Astvatsatryan of
20 Moon Law Group, PC, as Class Counsel, for settlement purposes only, as they are experienced in
21 wage and hour class action litigation, have no apparent conflicts of interest with Plaintiff, other Class
22 Members, or the Administrator, and have adequately represented Class interests. The Court approves
23 and orders the payments to Class Counsel, payable from the Gross Settlement Amount, of
24 **\$129,320.40** for reasonable attorneys' fees ("Class Counsel Fees Payment"), and of **\$17,792.31**, for
25 reimbursement of out-of-pocket costs ("Class Counsel Litigation Expenses Payment"). The Court
26 finds that these amounts are reasonable considering the benefits provided to the Class.

27 20. The Court confirms the appointment of Simpluris, Inc. as the Administrator, who has
28 fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the

Administrator of **\$7,000.00** (“Administration Expenses Payment”), payable from the Gross Settlement Amount, for settlement administration.

21. The Court confirms the Net Settlement Amount of **\$206,387.29**, which is the Gross Settlement amount less the following: \$7,500.00 for the Class Representative Service Payment, \$7,000.00 for the Administration Expenses Payment, \$20,000.00 for the PAGA Penalties, \$129,320.40 for the Class Counsel Fees Payment, and \$17,792.31 for the Class Counsel Litigation Expenses Payment.

22. Pursuant to California Code of Civil Procedure section 384, following the expiration of the 180-day check-cashing deadline, should there be any uncashed checks, the Administrator shall transmit those amounts to the California State Controller’s Unclaimed Property Fund in the name of each Participating Class Member and/or Aggrieved Employee who failed to cash their settlement check prior to the void date.

23. In accordance with California Rule of Court 3.771(b), notice of this Final Approval Order and Judgment will be given to the Class by the Administrator, who will post an electronic copy on its website for no less than ninety (90) calendar days following entry thereof.

24. This Final Approval Order and Judgment are intended to be a final disposition of the Action in its entirety and are intended to be immediately appealable.

25. The obligations set forth in the Settlement are deemed part of this Final Approval Order and Judgment, and the Parties and Administrator are ordered to carry out the Settlement according to its terms and provisions.

26. Following entry of this Final Approval Order and Judgment, and without affecting the finality thereof, pursuant to California Code of Civil Procedure section 664.6, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing the Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

27. The Settlement is finally approved but is not an admission by Defendant of the validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of law. Neither the Settlement nor any related document shall be offered or received in evidence in

1 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
2 necessary to consummate or enforce the Settlement.

3 28. The Court sets a (Non-Appearance) Compliance Hearing re: Distribution on **April**
4 **2, 2026** at 4:00 ~~a.m.~~/p.m. in **Department 1**. Class Counsel are ordered to file a final report
5 and declaration by the Administrator regarding settlement distribution no later than five (5) court
6 days prior to the Compliance Hearing. No appearance will be required at the Compliance Hearing
7 if the Administrator's declaration reports that all the distributions under the Settlement are complete.

8 **IT IS SO ORDERED AND ADJUDGED.**



A handwritten signature in black ink, appearing to read "Stuart M. Rice".

Stuart M. Rice / Judge

9 DATE: April 2, 2025

10 THE HON. STUART M. RICE
11 Judge of the Superior Court, Los Angeles County
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