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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

GABRIELA OROPEZA, as an individual
and on behalf of all others similarly situated,

Plaintiff,

vs.

SPECIALTY COATING SYSTEMS, INC., a
Delaware corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: CIVSB2314473

*[Assigned for All Purposes to Hon. Christian
Towns, Dept. S-26]*

[PROPOSED] FINAL JUDGMENT

Date: April 3, 2025
Time: 8:30 a.m.
Dept.: S-26

1 This matter came on regularly for hearing before this Court on April 3, 2025, pursuant to
2 California Rule of Court 3.769 and this Court’s November 25, 2024 Order Granting Preliminary
3 Approval of Class Action Settlement (“Preliminary Approval Order”). Having considered the
4 parties’ Stipulation of Class Action and PAGA Settlement (herein “Settlement”)¹ and the
5 documents and evidence presented in support thereof, and the submissions of counsel, the Court
6 hereby ORDERS and enters JUDGMENT as follows:

7 1. Final judgment (“Judgment”) in this matter is hereby entered in conformity with
8 the Settlement, the Preliminary Approval Order, and this Court’s Order Granting Final Approval
9 of Class Action Settlement. The Settlement Class is defined as:

10 All current and former non-exempt employees of Specialty Coating
11 Systems, Inc. who worked at any time in California during the Class Period.

12 2. The Class Period is June 27, 2019 through September 8, 2024.

13 3. Plaintiff Gabriela Oropeza is hereby confirmed as Class Representative, and Scott
14 M. Lidman and Milan Moore of Lidman Law, APC and Paul K. Haines of Haines Law Group,
15 APC are hereby confirmed as Class Counsel.

16 4. Notice was provided to the Settlement Class as set forth in the Settlement. The
17 form and manner of notice were approved by the Court on November 25, 2024, and the notice
18 process has been completed in conformity with the Court’s Order. The Court finds that said
19 notice was the best notice practicable under the circumstances. The Notice Packet (which
20 consists of the Notice of Pendency of Class Action and Proposed Settlement and Notice of
21 Individual Settlement Award) provided due and adequate notice of the proceedings and matters
22 set forth therein, informed Settlement Class members of their rights, and fully satisfied the
23 requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769,
24 and due process.

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26
27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that
28 assigned to them in the Settlement.

1 5. The Court finds that no Settlement Class member objected to the Settlement, no
2 class members have opted out of the Settlement, and that the 100% participation rate in the
3 Settlement supports final approval.

4 6. The Court hereby approves the settlement as set forth in the Settlement
5 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
6 Agreement according to its terms.

7 7. For purposes of settlement only, the Court finds that (a) the members of the
8 Settlement Class are ascertainable and so numerous that joinder of all members individually is
9 impracticable; (b) there are questions of law or fact common to the Settlement Class, and there
10 is a well-defined community of interest among members of the Settlement Class with respect to
11 the subject matter of the litigation; (c) the claims of the Class Representative are typical of the
12 claims of the members of the Settlement Class; (d) the Class Representative has fairly and
13 adequately protected the interests of the Settlement Class members; (e) a class action is superior
14 to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel
15 are qualified to serve as counsel for the Class Representative and the Settlement Class.

16 8. The Court orders that Defendant deposits the Gross Settlement Amount of
17 \$294,105.00 with Phoenix Settlement Administrator, the Settlement Administrator, as provided
18 for in the Settlement. Specifically, Defendant agrees to deposit the Gross Settlement Amount
19 with the Settlement Administrator within thirty (30) calendar days after the “Effective Date”
20 which is defined as the latter of: (a) the Court's final approval of the settlement if no objections
21 by or on behalf of Settlement Class members have been filed; (b) the time for appeal has expired
22 if an objection has been filed and no appeal has been filed or withdrawn; or (c) the final resolution
23 of any appeal that has been filed.

24 9. The Court finds that the settlement payments, as provided for in the Settlement,
25 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
26 individual payments in conformity with the terms of the Settlement.

1 10. The Court finds that an incentive payment in the amount of \$7,500.00 for Plaintiff
2 Gabriela Oropeza is appropriate for her risks undertaken and service to the Settlement Class.
3 The Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement
4 Administrator make this payment in conformity with the terms of the Settlement.

5 11. The Court finds that attorneys' fees in the amount of \$98,053.00 and litigation
6 costs of \$19,181.50 for Class Counsel, are fair, reasonable, and adequate, and orders that the
7 Settlement Administrator distribute these payments to Class Counsel in conformity with the
8 terms of the Settlement.

9 12. The Court orders that the Settlement Administrator shall be paid \$6,750.00 from
10 the Gross Settlement Amount for all of its work done and to be done until the completion of this
11 matter, and finds that sum appropriate.

12 13. The Court finds that the payment to the California Labor & Workforce
13 Development Agency ("LWDA") in the amount of \$15,000.00 for its share of the settlement of
14 Plaintiff's representative action under the California Labor Code Private Attorneys General Act
15 ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
16 this payment to the LWDA in conformity with the terms of the Settlement.

17 14. For purposes of calculating applicable taxes and withholdings, each Settlement
18 Award shall be allocated as follows: 33% as wages; and 67% as penalties and interest.

19 15. The Court finds and determines that upon satisfaction of all obligations under the
20 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, will
21 have released the Released Claims as set forth in the Settlement, and will be permanently barred
22 from prosecuting against Defendants any of the Released Claims pursuant to the Settlement.

23 16. Upon the Effective Date of the Release, by virtue of this Judgment, Plaintiff and
24 every member of the Settlement Class (except those who timely and properly submit a Request
25 for Exclusion as set forth below) will fully and forever completely and irrevocably release and
26 discharge Defendant, and all of its past and present officers, directors, owners, shareholders,
27 managers, employees, agents, principals, heirs, representatives, accountants, auditors,
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consultants, insurers, and its respective successors and predecessors in interest, subsidiaries, divisions, brands, related companies, affiliates, parents, partners, assigns, attorneys, and any individual or entity that could be liable for any of the claims in the FAC (collectively the “Released Parties”) from all claims, demands, rights, liabilities and causes of action that are/were pled in the operative complaint in the Action (which is the operative First Amended Complaint), or which could have been pled in the operative complaint in the Action (which is the operative First Amended Complaint attached) based on the factual allegations therein, that arose during the Class Period, including but not limited to the following claims: (a) failure to pay all overtime wages owed; (b) failure to pay all minimum wages owed; (c) failure to authorize and permit rest periods, or failure to provide premium pay for non-compliant rest periods; (d) failure to provide meal periods, or premium pay for non-compliant meal periods; (e) failure to issue accurate, itemized wage statements; (f) failure to reimburse business expenses; and (g) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (collectively, the “Released Claims”). The time period for the release of the Released Claims shall be the same time period as the Class Period and shall extend to the limits of the Class Period.

17. PAGA Employees, including Plaintiff, will release and forever discharge all claims, demands, rights, liabilities and causes of action for civil penalties under California Labor Code Private Attorneys General Act of 2004, Labor Code § 2698 *et seq.*, against the Released Parties based on or arising out of the violations as alleged in the letter to the Labor & Workforce Development Agency (“LWDA”) dated June 28, 2023 and as alleged in the operative First Amended Complaint for: (a) failure to pay all overtime wages owed; (b) failure to pay all minimum wages owed; (c) failure to authorize and permit rest periods, or pay premium pay for non-compliant rest periods; (d) failure to provide meal periods, or premium pay for non-compliant meal periods; (e) failure to issue accurate, itemized wage statements; and (f) failure to reimburse all business expenses (collectively, “PAGA Released Claims”). The time period of

1 the PAGA Released Claims is defined as the same time period as the PAGA Period and shall
2 extend to the limits of the PAGA Period.

3 18. In exchange for the Class Representative Service Award to Plaintiff and other
4 consideration given, Plaintiff hereby provides a general release of claims for herself and her
5 spouse, heirs, successors and assigns, and forever releases, remises, and discharges the Released
6 Parties from any and all charges, complaints, claims, liabilities, obligations, promises,
7 agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs,
8 losses, debts, penalties and expenses of any nature whatsoever, arising from the beginning of
9 time through the date the Court grants preliminary approval of the settlement, known or
10 unknown, suspected or unsuspected, whether in tort, contract, equity, or otherwise, for violation
11 of any federal, state or local statute, rule, ordinance or regulation, including but not limited to all
12 claims arising out of, based upon, or relating to her employment with Defendant or the
13 remuneration for, or termination of, such employment. This release includes, without limiting
14 the generality of the foregoing: any and all claims, demands, causes of actions, obligations,
15 charges, liabilities, attorneys' fees, costs, actual, compensatory and punitive damages, and all
16 claims for any other type of relief relating to, arising out of, or based upon: any and all claims of
17 harassment, discrimination, and/or retaliation in violation of local, state or federal law; any and
18 all claims for failure to prevent harassment, discrimination, and/or retaliation; any and all claims
19 for failure to engage in the interactive process and/or to provide reasonable accommodation; any
20 and all claims of violation of public policy, including a claim for wrongful and/or constructive
21 termination of employment; any and all claims based on tort and/or breach of contract, whether
22 written or oral, express or implied, and any covenant of good faith and fair dealing; any and all
23 claims for misrepresentation, fraud, fraudulent inducement, detrimental reliance, and other
24 similar claims; any and all claims for unpaid commissions, wages, or other benefits, including
25 minimum wage, overtime, double time, vacation, associated penalties and/or premiums, and
26 expense reimbursement; any and all claims for rest or meal periods and associated penalties
27 and/or premiums; any and any claim for unlawful or unfair business practices; any and all claims
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1 for emotional distress; any and all claims which were or could have been asserted by Plaintiff
2 and all claims generally relating to Plaintiff's application for employment, alleged employment
3 and the cessation thereof, including any alleged violation of any federal, state or other
4 governmental statute, regulation, ordinance, or executive order, including without limitation:

- 5 a) The Civil Rights Acts of 1866, 1964, and 1991, as amended;
- 6 b) 42 U.S.C. § 1981;
- 7 c) The California Fair Employment and Housing Act;
- 8 d) Section 503 of the Rehabilitation Act of 1973;
- 9 e) The Fair Labor Standards Act (including the Equal Pay Act);
- 10 f) The California and United States Constitutions;
- 11 g) The California Labor Code;
- 12 h) The California Business and Professions Code;
- 13 i) The California Government Code;
- 14 j) The Employee Retirement Income Security Act, as amended;
- 15 k) The California Family Rights Act;
- 16 l) The Americans with Disabilities Act;
- 17 m) The Family Medical Leave Act;
- 18 n) The California Pregnancy Discrimination Act;
- 19 o) The California Wage Orders;
- 20 p) The National Labor Relations Act;
- 21 q) The Immigration Reform and Control Act;
- 22 r) The California Occupational Safety and Health Act, or the Federal equivalent;
- 23 s) The Worker Adjustment and Retraining Notification Act;
- 24 t) The Age Discrimination in Employment Act of 1967, as amended;
- 25 u) The Older Workers' Benefit Protection Act;
- 26 v) The California Whistleblower Protection Act;
- 27 w) The Fair Credit Reporting Act;

- 1 x) The California Consumer Credit Reporting Agencies Act;
2 y) The California Investigative Consumer Reporting Agencies Act; and
3 z) The Families First Coronavirus Response Act and similar local, state, and federal
4 laws.

5 This release in all respects has been voluntarily and knowingly executed with the express
6 intention of effecting the legal consequences provided in the California Civil Code section 1542,
7 that is, the extinguishment of obligations herein designated. Plaintiff's release of claims also
8 includes a waiver of California Civil Code section 1542, which provides as follows:

9 **A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE**
10 **CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO**
11 **EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE**
12 **RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE**
13 **MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR**
14 **OR RELEASED PARTY.**

15 If any claim is not subject to release, Plaintiff waives any right or ability to be a class or collective
16 action representative or to otherwise participate in any putative or certified class, collective or
17 multi-party action or proceeding based on such a claim in which Defendant or any of the other
18 Released Parties identified in this Settlement Agreement is a party.

19 19. The releases identified herein will only be effective upon the date that Defendant
20 fully funds the Gross Settlement Amount.

21 20. This document shall constitute a final judgment pursuant to California Rule of
22 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
23 approval hearing, the court must make and enter judgment. The judgment must include a
24 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
25 judgment. The court may not enter an order dismissing the action at the same time as, or after,
26 entry of judgment."

21. The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order, and this Judgment.

JUDGMENT IS SO ENTERED.

Dated: _____, 2025

Honorable Christian Towns
Judge of the Superior Court