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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

APR 03 2025

BY 
VALERIE URUENA, DEPUTY

**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] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE AWARD,
AND ATTORNEYS' FEES AND COSTS**

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 parties'
4 Stipulation of Class Action and PAGA Settlement (herein "Settlement")¹ and the documents and
5 evidence presented in support thereof, and recognizing the disputed factual and legal issues involved in
6 this case, the risks of further prosecution and the substantial benefits to be received by the Settlement
7 Class pursuant to the Settlement, the Court hereby makes a final ruling that the proposed Settlement is
8 fair, reasonable, and adequate, and is the product of good faith, arm's-length negotiations between the
9 parties. Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Final
10 Approval of Class Action Settlement and ORDERS as follows:

11 1. The conditional class certification contained in the Preliminary Approval Order is hereby
12 made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class defined
13 as:

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

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

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

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

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

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

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

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

16 8. The Court finds that given the absence of objections to the Settlement, and objections
17 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

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

25 10. Any funds payable to Settlement Class members whose checks were not cashed within
26 180 days after mailing will escheat to the California Secretary of State- Unclaimed Property Fund under
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1 the unclaimed property laws in the name of the Settlement Class member. Any uncashed funds from the
2 PAGA Amount shall be handled in the same manner.

3 11. The Court finds that the settlement payments, as provided for in the Settlement, are fair,
4 reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments
5 in conformity with the terms of the Settlement.

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

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

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

16 15. The Court finds that the payment to the California Labor & Workforce Development
17 Agency ("LWDA") in the amount of \$15,000.00 for its share of the settlement of Plaintiff's
18 representative action under the California Labor Code Private Attorneys General Act ("PAGA") is fair,
19 reasonable, and adequate, and orders the Settlement Administrator to distribute this payment to the
20 LWDA in conformity with the terms of the Settlement. The Court finds that the payment in the amount
21 of \$5,000 to be distributed to the PAGA Employees that consist of all current and former non-exempt,
22 employees of Specialty Coating Systems, Inc. who worked at any time in California during the PAGA
23 Period (defined as June 27, 2022 through September 8, 2024) is fair, reasonable, and adequate, and
24 orders the Settlement Administrator to distribute this payment in conformity with the terms of the
25 Settlement.

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

1 17. The Court finds and determines that upon Specialty Coating Systems, Inc. fully funding
2 the Gross Settlement Amount pursuant to the Settlement and this Order, all Settlement Class Members
3 will be bound by the Settlement, will have released the Released Claims as set forth in the Settlement,
4 and will be permanently barred from prosecuting against Released Parties for any of the Released Claims
5 pursuant to the Settlement.

6 18. The Settlement is not an admission by Defendant nor is this Order a finding of the validity
7 of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any
8 document referred to herein, nor any action taken to carry out the Settlement, shall be construed or
9 deemed an admission of liability, culpability, or wrongdoing on the part of Defendant. Additionally,
10 Defendant reserves the right to contest any issues relating to class certification and liability if the
11 Settlement is not approved. Defendant denies that it has engaged in any unlawful activity, has failed to
12 comply with the law in any respect, or has any liability to anyone under the claims asserted in this action.

13 19. Upon the date of Specialty Coating Systems, Inc. fully funding the Gross Settlement
14 Amount, all Settlement Class members shall be deemed to have fully released and discharged Specialty
15 Coating Systems, Inc., and all of its past and present officers, directors, owners, shareholders, managers,
16 employees, agents, principals, heirs, representatives, accountants, auditors, consultants, insurers, and its
17 respective successors and predecessors in interest, subsidiaries, divisions, brands, related companies,
18 affiliates, parents, partners, assigns, attorneys, and any individual or entity that could be liable for any
19 of the claims in the First Amended Complaint (collectively the "Released Parties"), from any and all
20 claims, demands, rights, liabilities and causes of action that are/were pled in the operative complaint in
21 the Action (which is the operative First Amended Complaint), or which could have been pled in the
22 operative complaint in the Action (which is the operative First Amended Complaint) based on the factual
23 allegations therein, that arose during the Class Period, including but not limited to the following claims:
24 (a) failure to pay all overtime wages owed; (b) failure to pay all minimum wages owed; (c) failure to
25 authorize and permit rest periods, or failure to provide premium pay for non-compliant rest periods; (d)
26 failure to provide meal periods, or premium pay for non-compliant meal periods; (e) failure to issue
27 accurate, itemized wage statements; (f) failure to reimburse business expenses; and (g) all claims for
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1 unfair business practices that could have been premised on the facts, claims, causes of action or legal
2 theories described above (collectively, the "Released Claims").

3 20. The period of the Release shall extend to the limits of the Class Period. The res judicata
4 effect of the judgment will be the same as that of the Release.

5 21. In light of her Class Representative Service Award and other consideration given,
6 pursuant to the Settlement, Plaintiff has agreed to a general release, in addition to the Released Claims
7 described above, of all claims, demands, rights, liabilities, and causes of action, whether known or
8 unknown, under federal, state or local law against the Released Parties.

9 22. The Court will retain jurisdiction to enforce the Settlement, this Final Approval Order,
10 and the Judgment entered in connection with the Settlement.

11 23. The Settlement Administrator shall file a declaration regarding the disbursement of
12 Settlement funds on or before December 31, 2025.

13 THE PARTIES ARE HEREBY ORDERED TO COMPLY WITH THE TERMS OF THE
14 SETTLEMENT. THE COURT HEREBY ENTERS THIS ORDER BASED UPON THE TERMS OF
15 THE SETTLEMENT.

16 **IT IS SO ORDERED.**

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18 Dated: 4/3, 2025

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20 _____
21 Honorable Christian Towns
22 Judge of the Superior Court
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