

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Fletcher W. Schmidt (SBN 286462)
fschmidt@haineslawgroup.com
Matthew K. Moen (SBN 305956)
mmoen@haineslawgroup.com
Susan J. Perez (SBN 329044)
sperez@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE

RAFAEL PEREZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

KYOCERA SGS PRECISION TOOLS, INC.,
an Ohio corporation; and DOES 1 through 100,
Defendants.

CASE NO. 30-2022-01299232-CU-OE-CXC

*[Assigned for all purposes to the Hon.
Randall J. Sherman, Dept. CX105]*

**[PROPOSED] JUDGMENT AND
ORDER GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT,
ATTORNEYS' FEES AND COSTS,
AND CLASS REPRESENTATIVE
ENHANCEMENT PAYMENT**

Date: August 30, 2024

Time: 10:00 a.m.

Dept.: CX105

Action Filed: December 29, 2022

Trial Date: None Set

1 **[PROPOSED] JUDGMENT AND ORDER**

2 Plaintiff Rafael Perez’s Motion for Final Approval of Class Action Settlement,
3 Attorneys’ Fees and Costs, and Class Representative Enhancement Payment came on regularly
4 for hearing before this Court on August 30, 2024, at 10:00 a.m., pursuant to California Rule of
5 Court 3.769 and this Court’s Order Granting Preliminary Approval of Class Action Settlement
6 (“Preliminary Approval Order”) (ROA#77). Having considered the Stipulation of Settlement,
7 attached as Exhibit 1 to the September 7, 2023 Declaration of Matthew K. Moen (ROA#50) and
8 the Amendment to the Stipulation of Settlement, attached as Exhibit 1 to the March 5, 2024
9 Declaration of Matthew K. Moen (ROA#72) (collectively, the “Settlement” or “Settlement
10 Agreement”), Plaintiff’s Motion for Final Approval of Class Action Settlement, and all other
11 documents and evidence presented in support thereof, and recognizing the sharply disputed
12 factual and legal issues involved in this case, the risks of further prosecution, and the benefits to
13 be received by the Settlement Class members pursuant to the Settlement, the Court hereby
14 makes a final ruling that the proposed Settlement is fair, reasonable, and adequate, and is the
15 product of good faith, arms’-length negotiations between the parties. Good cause appearing
16 therefor, the Court hereby GRANTS Plaintiff’s Motion for Final Approval of Class Action
17 Settlement and HEREBY ORDERS THE FOLLOWING:

18 1. Final judgment is hereby entered in conformity with the Settlement and this
19 Court’s Preliminary Approval Order.

20 2. The conditional class certification contained in the Preliminary Approval Order
21 is hereby made final, and the Court thus certifies, for purposes of the Settlement, the Settlement
22 Class defined as:

23 All persons who were employed by Defendant Kyocera SGS Precision
24 Tools, Inc. (“Defendant”) or its predecessor Kyocera Precision Tool, Inc.
25 in California and were classified as non-exempt at any time from
December 29, 2018, through August 17, 2023 (“Class Period”).

26 3. Plaintiff Rafael Perez is hereby confirmed as the Class Representative and
27 Fletcher W. Schmidt, Paul K. Haines, Matthew K. Moen, and Susan J. Perez of Haines Law
28 Group, APC are hereby confirmed as Class Counsel.

1 4. Notice was provided to the Settlement Class members as set forth in the
2 Settlement Agreement, which was approved by the Court on May 3, 2024 (ROA#77), and the
3 notice process has been completed in conformity with the Court's Orders. The Court finds that
4 said notice constituted reasonable notice under the circumstances, and constituted valid, due,
5 and sufficient notice to all Settlement Class members. The Notice of Class and Representative
6 Action Settlement provided due and adequate notice of the proceedings and matters set forth
7 therein, informed Settlement Class members of their rights, and fully satisfied the requirements
8 of California Code of Civil Procedure § 382, California Rules of Court 3.766 and 3.769, the
9 California and United States Constitutions, and other applicable law.

10 5. The Court finds that no Settlement Class member objected to the Settlement and
11 one individual requested to be excluded from the Settlement, resulting in a 98.81% participation
12 rate. As such, the Court determines that Leonardo Onesto is excluded from the Settlement and
13 the Settlement Class. The Court determines that this response supports final approval.

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

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

26 8. The Court finds that given the absence of objections, and objections being a
27 prerequisite to appeal, this Order shall be considered final as of the date it is entered, including
28 for purposes of calculating the Effective Date (which is defined in the Settlement Agreement as

the latest of: (i) the timely provision of the Settlement Agreement, the Final Judgment and Order, and any other required items to the State of California Labor and Workforce Development Agency (“LWDA”); (ii) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from, or other challenge to, the Court’s Judgment (this time period shall not be less than 60 calendar days after the Court signs an order granting final approval of the Settlement Agreement and enters judgment thereon); and (iii) if an appeal is filed, the date that an appeal is resolved resulting in a court order approving this Settlement).

9. As of the date that this Judgment becomes final, which is the Effective Date as defined in the Settlement Agreement, all Settlement Class members (excluding Leonardo Onesto who validly and timely requested exclusion from the Settlement) release and discharge Defendant, Kyocera Precision Tool, Inc. (“KPTI”), and their respective former and present parents, subsidiaries, affiliated corporations and entities, clients, and vendors and independent contractors through which Defendant conducts business, and each of their respective current, former, and future officers, directors, members, managers, employees, consultants, vendors, independent contractors, clients, partners, shareholders, joint venturers and third-party agents, and any successors, assigns, or legal representatives (collectively, the “Released Parties”) from all applicable California wage and hour claims, rights, demands, liabilities, and causes of action, arising from the claims pled in the operative First Amended Complaint in the Action or that could have been asserted based on the facts alleged in the operative First Amended Complaint in the Action against Defendant, including, but not limited to, claims for: failure to timely pay all wages at termination (California Labor Code §§ 201, 202, 203); failure to timely pay all minimum and overtime wages (California Labor Code §§ 204, 510, 558, 1182.12, 1194, 1194.1, 1194.2, 1197); meal and rest period violations, including with respect to the rate at which premiums are paid (California Labor Code §§ 226.7, 512, 516, 558, and applicable sections of the relevant Order of the Industrial Welfare Commission); failure to provide for or properly pay sick time (California Labor Code §§ 233, 246, 248, 248.5); failure to reimburse all necessary business expenses (California Labor Code §§ 2802, 2804); violation of the IWC California Wage Orders; failure to provide accurate wage statements in violation of California Labor Code

§ 226; failure to maintain records in violation of California Labor Code §1174; violations of the Private Attorneys General Act, Labor Code § 2698 *et seq.* (“PAGA”), based on the foregoing claims or based on failure to timely pay wages during employment (California Labor Code § 210); unfair competition in violation of California Business and Professions Code section 17200 *et seq.*; and any damages, penalties, restitution, disgorgement, interest, costs, or attorneys’ fees as a result thereof (“Released Claims”). This release shall run from December 29, 2018 until August 17, 2023.

10. As of the date that this Judgment becomes final, all persons who were employed by Defendant in California and were classified as non-exempt at any time between June 16, 2022, through August 17, 2023 (the “PAGA Period”) shall be deemed to have released and discharged Defendant from all PAGA claims that are based on the Labor Code violations pled in the operative First Amended Complaint in the Action or Plaintiff’s June 16, 2023 letter to the LWDA, or which could have been pled in the operative First Amended Complaint in the Action based on the factual allegations therein, that arose during the PAGA Period (the “PAGA Released Claims”). This release shall run from June 16, 2022, through August 17, 2023.

11. The Court orders Defendant to deposit the entire Maximum Settlement Amount of \$196,500.00 with CPT Group, Inc. (the “Settlement Administrator”) within thirty (30) calendar days after the Effective Date of the Settlement.

12. The Court finds that the payment to the LWDA in the amount of \$7,500.00 for its 75% share of the civil penalties allocated under the PAGA is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute this payment in conformity with the terms of the Settlement.

13. The Court finds that the Class Representative Enhancement Payment in the amount of \$5,000.00 is appropriate in recognition of the risks Plaintiff undertook; for the amount of time and effort spent by Plaintiff as the Class Representative; and the service Plaintiff provided to the Settlement Class members. The Court finds that this amount is fair, reasonable, and adequate, and orders that the Settlement Administrator make this payment in conformity with the terms of the Settlement.

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2 14. The Court finds that attorneys' fees in the total amount of \$65,500.00 and
3 litigation costs of \$20,808.69 ~~\$21,007.03~~ for Class Counsel are fair, reasonable, and adequate.
4 The Court orders the Settlement Administrator to distribute these payments to Class Counsel in
5 conformity with the terms of the Settlement.

6 15. The Court orders that the Settlement Administrator shall be paid \$7,500.00 from
7 the Maximum Settlement Amount for all of its work done and to be done until the completion
8 of this matter and finds that sum appropriate.

9 16. The Court finds that the Individual Settlement Payments, as provided for in the
10 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
11 distribute these payments in conformity with the terms of the Settlement.

12 17. Pursuant to California Rule of Court 3.771(b), the Court orders that notice of this
13 Judgment be posted on a website hosted by the Settlement Administrator and the URL to be
14 provided to Settlement Class members with their Individual Settlement Payments.

15 18. Any funds from Individual Settlement Payment checks remaining uncashed after
16 the 180-day check-cashing deadline will be transferred to the California State Controller's
17 Office to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*,
18 in the name of the Settlement Class member and/or PAGA Aggrieved Employee to whom the
19 check was issued, until such time that he or she claims his or her property.

20 19. This document shall constitute a final judgment pursuant to California Rule of
21 Court 3.769(h) which provides, "If the court approves the settlement agreement after the final
22 approval hearing, the court must make and enter judgment. The judgment must include a
23 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
24 judgment. The court may not enter an order dismissing the action at the same time as, or after,
25 entry of judgment." The Court will retain jurisdiction to enforce the Settlement, the Final
26 Approval Order, and this Judgment, pursuant to California Rule of Court 3.769(h) and
27 California Code of Civil Procedure § 664.6.

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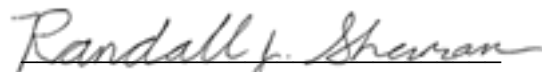
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3 20. Pursuant to California Rule of Court, Rule 3.771(b) and the Parties' Settlement
4 Agreement, the Settlement Administrator is Ordered to post notice of this Final Judgment and
5 Order on its website for the Settlement Class members and PAGA Aggrieved Employees.

6 21. Plaintiff will submit to the Court a final report in the form of a declaration from
7 the Settlement Administrator on or before June 12, 2025, setting forth the total amount that was
8 paid to Settlement Class members, the number and amount of any uncashed checks, confirming
9 that distribution efforts are fully completed, including the distribution of uncashed class
10 member checks the California State Controller's Office, that the Settlement Administrator's
11 work is complete, and that the court's file thus may be closed. ~~Plaintiff must also submit an~~
12 ~~Amended Judgment stating how much money is being transferred to the California State~~
13 ~~Controller's Office, in the name of the Settlement Class member and/or PAGA Aggrieved~~
14 ~~Employee to whom the check was issued, until such time that he or she claims his or her~~
15 ~~property, including any interest that accrued on the funds. The Court will hold a non-appearance~~
16 ~~case review on July 11, 2025, at 10:00 a.m., to review the report and the Amended Judgment~~
17 ~~and determine if any further reports or hearings are necessary.~~

18 **IT IS SO ORDERED.**

19 Dated: **August 30, 2024**



Honorable Randall J. Sherman
Judge of the Superior Court