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NOV 07 2025

CLERK OF MENDOCINO COUNTY
SUPERIOR COURT OF CALIFORNIA

[Signature]

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MENDOCINO**

ALMA LOPEZ and JOSE REFUGIO LOPEZ
ACEVEDO, individually, and on behalf of other
members of the general public similarly situated
and aggrieved employees pursuant to the Private
Attorneys General Act,

Plaintiffs,

vs.

ADVANCED MANUFACTURING AND
DEVELOPMENT, INC. dba METALFX, a
California corporation; and DOES 1 through 25,
inclusive,

Defendants.

Case No. 23CV00673

Honorable Ann C. Moorman
Department E

**[PROPOSED] FINAL APPROVAL ORDER
AND JUDGMENT**

Date: November 7, 2025
Time: 9:30 a.m.
Dept.: E

Complaint Filed: July 25, 2023
FAC Filed: September 28, 2023
SAC Filed: May 29, 2025
Trial Date: Not Set

1 Plaintiffs Alma Lopez and Jose Refugio Lopez Acevedo's ("Plaintiff") Motion for Final
2 Approval of Class Action and PAGA Settlement, Class Counsel Fees Payment, Class Counsel
3 Litigation Expenses Payment, Class Representatives' Service Payments, and Administration Expenses
4 Payment came before this Court on **November 7, 2025 at 9:30 a.m.** before the Honorable Ann C.
5 Moorman in Department E of the above-captioned Court located at Ukiah-Mendocino County
6 Courthouse, 100 North State Street, Ukiah, California 95482.

7 Having received and considered the Class Action and PAGA Settlement Agreement
8 ("Settlement Agreement" or "Settlement"), Plaintiffs' Motion for Final Approval of Class Action and
9 PAGA Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class
10 Representatives' Service Payments, and Administration Expenses Payment, the supporting papers
11 filed by the Parties, the Declarations of Class Counsel (Alexandra Rose and Arrash T. Fattahi), the
12 Class Representatives (Alma Lopez and Jose Refugio Lopez Acevedo), and the Administrator (Garvin
13 Brown on behalf of ILYM Group, Inc.), and the evidence and argument received by the Court in
14 conjunction with the Motion for Preliminary Approval of Class Action and PAGA Settlement and
15 documents thereto, the Court grants final approval of the Settlement and HEREBY ORDERS AND
16 MAKES THE FOLLOWING DETERMINATION:

17 1. This Court has jurisdiction over the subject matter of the above-captioned action and
18 over Plaintiffs and Defendant Advanced Manufacturing and Development, Inc. ("Defendant")
19 (collectively, with Plaintiffs, the "Parties"), including all members of the Class.

20 2. The Court finds that the following Class is properly certified as a class for settlement
21 purposes only: "All current and former hourly-paid and/or non-exempt employees who worked for
22 Defendant in the State of California at any time during the Class Period, but excluding those who
23 signed either of the Arbitration Agreements." The "Class Period" is defined as the period from July
24 25, 2019 through October 26, 2024.

25 3. The Court appoints Plaintiffs Alma Lopez and Jose Refugio Lopez Acevedo as the
26 Class Representatives for settlement purposes only.

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1 4. The Court appoints Jonathan M. Genish, Miriam L. Schimmel, Joana Fang, Alexandra
2 Rose, and Jared C. Osborne of Blackstone Law, APC and Arrash T. Fattahi of Wilshire Law Firm,
3 PLC as Class Counsel for settlement purposes only.

4 5. The Court Approved Notice of Class Action Settlement and Hearing Date for Final
5 Court Approval ("Class Notice") provided to the Class conforms with the requirements of California
6 Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court
7 3.766 and 3.769, the California and United States Constitutions, and any other applicable law, and
8 constitutes the best notice practicable under the circumstances, by providing individual notice to all
9 Class Members who could be identified through reasonable effort, and by providing due and adequate
10 notice of the proceedings and of the matters set forth therein to the other Class Members. The Class
11 Notice fully satisfied the requirements of due process.

12 6. The Court finds the Settlement was entered into in good faith, that the Settlement is
13 fair, reasonable, and adequate, and that the Settlement satisfies the standards and applicable
14 requirements for final approval of this class action settlement under California law, including the
15 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
16 3.769.

17 7. The Settlement Agreement is not an admission by Defendant, or by any other Released
18 Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
19 by Defendant or any other Released Party. Neither this Order and Judgment, the Settlement, nor any
20 document referred to herein, nor any action taken to carry out the Settlement, may be construed as, or
21 may be used as, an admission of any fault, wrongdoing, omission, concession, or liability whatsoever
22 by or against Defendant or any of the other Released Parties.

23 8. The Court finds that no Class Members have validly and timely opted out of the Class
24 Settlement and no Participating Class Members have objected to the Class Settlement.

25 9. In addition to any recovery that Plaintiffs may receive under the Settlement, and in
26 recognition of Plaintiffs' efforts on behalf of the Class, the Court hereby approves the payments from
27 the Gross Settlement Amount of Class Representatives' Services Payments to Plaintiffs in the amount
28 of \$10,000.00 each (total, \$20,000.00).

1 10. The Court approves the payments from the Gross Settlement Amount of attorneys' fees
2 to Class Counsel in the sum of \$200,000.00 and reimbursement of actual litigation costs and expenses
3 to Class Counsel in the sum of \$14,214.06. The attorneys' fees and reimbursement of litigation costs
4 and expenses to Class Counsel are reasonable amounts. The reasonableness of the fee award is
5 determined based on a reasonable percentage of the common fund obtained for the Class. Awarding
6 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
7 obtained for the Class.

8 11. The Court approves and orders payment from the Gross Settlement Amount in the
9 amount of \$6,850.00 to ILYM Group, Inc. for performance of settlement administration services.

10 12. The Court approves and orders payment in the amount of \$18,750.00 to the California
11 Labor Workforce and Development Agency ("LWDA") as 75% of the payment allocated toward
12 PAGA penalties.

13 13. It is hereby ordered that no later than twenty-one (21) calendar days after the Effective
14 Date, Defendant will deposit the Gross Settlement Amount and employer payroll taxes into an account
15 established by the Administrator, in accordance with the terms and methodology set forth in the
16 Settlement Agreement.

17 14. It is hereby ordered that within ten (10) calendar days after Defendant funds the Gross
18 Settlement Amount, the Administrator will distribute the Individual Class Payments to Participating
19 Class Members, Individual PAGA Payments to Aggrieved Employees, Class Counsel Fees Payment
20 and Class Counsel Litigation Expenses Payment to Class Counsel, Class Representatives' Service
21 Payments to Plaintiffs, LWDA PAGA Payment to the LWDA, and Administration Expenses Payment
22 to itself.

23 15. Each Individual Class Payment and Individual PAGA Payment check will be valid and
24 negotiable for one hundred and eighty (180) calendar days from the date the checks are issued, and
25 thereafter, will be canceled. Any funds associated with such canceled checks will be distributed by
26 the Administrator to Legal Aid at Work.

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1 16. Upon the Effective Date and full funding of the Gross Settlement Amount, all
2 Participating Class Members release the Released Parties from all claims that were alleged, or
3 reasonably could have been alleged, based on the facts stated in the Operative Complaint and
4 ascertained in the course of the Actions during the Class Period, including, but not limited to, any and
5 all claims for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages;
6 (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to timely
7 pay wages during employment; (6) failure to timely pay final wages at termination; (7) failure to
8 provide accurate itemized wage statements; (8) failure to indemnify employees for expenditures; and
9 (9) violation of California's Unfair Competition Law, California Business and Professions Code §§
10 17200, *et seq.* (collectively, "Released Class Claims"). Except as set forth in Paragraph 17 of this
11 Order and Judgment, Participating Class Members do not release any other claims, including claims
12 for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
13 unemployment insurance, disability, social security, workers' compensation, or claims based on facts
14 occurring outside the Class Period.

15 17. Upon the Effective Date and full funding of the Gross Settlement Amount, all
16 Aggrieved Employees release the Released Parties from all claims for PAGA penalties that were
17 alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint
18 and the PAGA Notices and ascertained in the course of the Actions during the PAGA Period,
19 including, but not limited to, any and all claims for: (1) failure to pay minimum and straight time
20 wages; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to authorize
21 and permit rest periods; (5) failure to timely pay wages during employment; (6) failure to timely pay
22 final wages at termination; (7) failure to provide accurate itemized wage statements; (8) failure to keep
23 complete and accurate payroll records; and (7) failure to indemnify employees for expenditures
24 (collectively, "Released PAGA Claims").

25 18. In addition to the Released Class Claims and Released PAGA Claims, upon the
26 Effective Date and full funding of the Gross Settlement Amount, Plaintiffs, individually and on behalf
27 of their respective former and present spouses, representatives, agents, attorneys, heirs, administrators,
28 successors, and assigns agree to a general release and discharge the Released Parties from any and all

1 claims, transactions, or occurrences against the Released Parties—which includes without limitation
2 to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in
3 the Operative Complaint; (b) all PAGA claims that were, or reasonably could have been, alleged based
4 on facts contained in the Operative Complaint, the PAGA Notices, or ascertained during the Actions
5 and released under Paragraphs 16 and 17 above; and (c) any and all claims which in any way relate to
6 Plaintiffs' employment with Defendant, under State or Federal law, in tort, common law, statute,
7 contract, or equity, whether pled in the Operative Complaint or not, including but not limited to any
8 claims under the Fair Labor Standards Act ("FLSA"), Title VII, Americans with Disabilities Act
9 ("ADA"), Fair Employment and Housing Act ("FEHA"), Age Discrimination in Employment Act
10 ("ADEA"), Private Attorneys General Act ("PAGA"), California Labor Code, or any Industrial
11 Welfare Commission Wage Order—now existing or arising in the future, based on any act, omission,
12 event, occurrence, or nonoccurrence from the beginning of time to the date of execution of the
13 Settlement Agreement ("Plaintiffs' Release"). The Plaintiffs' Release does not extend to any claims
14 or actions to enforce the Settlement Agreement, or to any claims for vested benefits, unemployment
15 benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any
16 time, or based on occurrences outside the Class Period. Plaintiffs acknowledge that Plaintiffs may
17 discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or
18 believe to be true but agree, nonetheless, that the Plaintiffs' Release shall be and remain effective in
19 all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

20 Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of the
21 Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if
22 any, of section 1542 of the California Civil Code, which reads:

23 A general release does not extend to claims that the creditor or releasing party does not know
24 or suspect to exist in his or her favor at the time of executing the release and that, if known by him or
25 her, would have materially affected his or her settlement with the debtor or released party.

26 19. "Released Parties" means Defendant and each of its former and present insurers,
27 affiliates, subsidiaries, parent companies, predecessors, successors, assigns, exempt employees,
28 officers, directors, agents, attorneys, administrators, representatives, heirs, estates, powers-of-

1 attorney, and any individual or entity that could be jointly liable with Defendant.

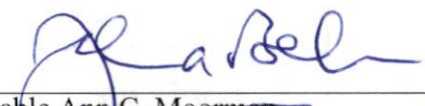
2 20. This Court shall retain jurisdiction with respect to all matters related to the
3 administration and consummation of the Settlement, and any and all claims, asserted in, arising out of,
4 or related to the subject matter of the lawsuit, including but not limited to all matters related to the
5 Settlement and the determination of all controversies relating thereto.

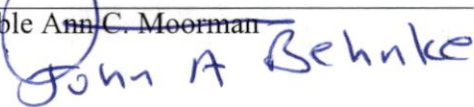
6 21. Notice of entry of this Order and Judgment shall be given to the Class Members by
7 posting a copy of this Order and Judgment on the Administrator's website for a period of at least sixty
8 (60) calendar days after the date of entry of this Order and Judgment.

9 22. A Compliance Hearing is set for 3/20/26 Dept E at 11am
10 in Department E of this Court located at Ukiah-Mendocino County Courthouse, 100 North State Street,
11 Ukiah, California 95482. The Administrator shall file a Final Report by 2/27/26.

12 **IT IS SO ORDERED.**

13 Dated: 1/7/25

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Honorable Ann C. Moorman


John A. Behnke