

FILED

07/11/2025

KIM TURNER, CLERK OF THE COURT
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF MENDOCINO

Achee, Cynthia

DEPUTY CLERK



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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]~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: June 20, 2025
Time: 9:30 a.m.
Dept.: E

Complaint Filed: July 25, 2023
FAC Filed: September 28, 2023
Trial Date: Not Set

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[PROPOSED] ORDER

On June 20, 2025 at 9:30 a.m. in Department E of the above-captioned Court located at Ukiah-Mendocino County Courthouse, 100 North State Street, Ukiah, California 95482, Plaintiffs Alma Lopez and Jose Refugio Lopez Acevedo's (together, "Plaintiffs") Motion for Preliminary Approval of Class Action and PAGA Settlement, came on for hearing before the Honorable Ann C. Moorman. Blackstone Law, APC appeared on behalf of Plaintiff Alma Lopez, Wilshire Law Firm appeared on behalf of Plaintiff Jose Refugio Lopez Acevedo, and Ogletree, Deakins, Nash, Smoak & Stewart, P.C. appeared on behalf of Defendant Advanced Manufacturing and Development, Inc. ("Defendant").

The Court, having carefully considered the papers, argument of counsel, and all matters presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement.

IT IS HEREBY ORDERED THAT:

1. The Court preliminarily approves the Class Action and PAGA Settlement Agreement ("Settlement" or "Settlement Agreement") attached as Exhibit 3 to the Declaration of Alexandra Rose in Support of Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement falls within the range of possible approval as fair, adequate, and reasonable.

2. This Order incorporates by reference the definitions in the Settlement Agreement, and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the Settlement Agreement.

3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate, and reasonable. It appears to the Court that extensive investigation and research have been conducted such that counsel for the parties at this time are able to reasonably evaluate their respective positions. It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would be presented by the further prosecution of the case. It further appears that the Settlement has been reached as the result of intensive, serious, and non-collusive, arms-length negotiations, and was entered into in good faith.

1 4. The Court preliminarily finds that the Settlement, including the allocations for the Class
2 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representatives' Service
3 Payments, LWDA PAGA Payment, Administration Expenses Payment, and payments to the
4 Participating Class Members and Aggrieved Employees provided for in the Settlement Agreement,
5 appear to be within the range of reasonableness of a settlement that could ultimately be given final
6 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted
7 as part of the Settlement and preliminarily finds that the monetary settlement awards made available
8 to the Class Members and Aggrieved Employees are fair, adequate, and reasonable when balanced
9 against the probable outcome of further litigation relating to certification, liability, and damages issues
10 and are consistent with the requirements of California Labor Code § 2699(1).

11 5. The Court concludes that, for settlement purposes only, the proposed Class meets the
12 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)
13 the Class is ascertainable and so numerous that joinder of all members of the Class is impracticable;
14 (b) common questions of law and fact predominate, and there is a well-defined community of interest
15 amongst the members of the Class with respect to the subject matter of the litigation; (c) Plaintiffs'
16 claims are typical of the claims of the members of the Class; (d) Plaintiffs will fairly and adequately
17 protect the interests of the members of the Class; (e) a class action is superior to other available
18 methods for the efficient adjudication of the controversy; and (f) Class Counsel is qualified to act as
19 counsel for Plaintiffs in their individual capacities and as the representatives of the Class.

20 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
21 follows:

22 All current and former hourly-paid and/or non-exempt employees who worked for
23 Defendant in the State of California at any time during the Class Period, but
24 excluding those who signed either of the Arbitration Agreements.

25 7. The Court provisionally appoints Jonathan M. Genish, Miriam L. Schimmel, Joana
26 Fang, Alexandra Rose, and Jared C. Osborne of Blackstone Law, APC and Arrash T. Fattahi of
27 Wilshire Law Firm, PLC (collectively, "Class Counsel").

28 8. The Court provisionally appoints Plaintiffs Alma Lopez and Jose Refugio Lopez
Acedo as the representatives of the Class (together, "Class Representatives").

1 9. The Court provisionally appoints ILYM Group, Inc. to handle the administration of the
2 Settlement (“Administrator”).

3 10. No later than fifteen (15) calendar days after entry of this Order, Defendant will provide
4 a list in a formatted readable Microsoft Office Excel spreadsheet to the Administrator containing the
5 following information for each Class Member and Aggrieved Employee: full name, last-known
6 mailing address, Social Security number, number of Workweeks, and number of Pay Periods
7 (collectively referred to as the “Class Data”) in conformity with the Settlement Agreement.

8 11. The Court approves, both as to form and content, the Court Approved Notice of Class
9 Action Settlement and Hearing Date for Final Court Approval (“Class Notice”) attached hereto as
10 **Exhibit 1**. The Class Notice shall be provided to Class Members in the manner set forth in the
11 Settlement Agreement. The Court finds that the Class Notice appears to fully and accurately inform
12 the Class Members of all material elements of the Settlement, of Class Members’ right to be excluded
13 from the Class Settlement by submitting a Request for Exclusion, of Class Members’ right to dispute
14 the Workweeks and/or Pay Periods credited to each of them by submitting a challenge, and of each
15 Participating Class Member’s right and opportunity to object to the Class Settlement by submitting a
16 written objection to the Administrator. The Court further finds that distribution of the Class Notice
17 substantially in the manner and form set forth in the Settlement Agreement and this Order, and that all
18 other dates set forth in the Settlement Agreement and this Order, meet the requirements of due process
19 and shall constitute due and sufficient notice to all persons entitled thereto. The Court further orders
20 the Administrator to mail the Class Notice in English and Spanish by First-Class U.S. Mail to all Class
21 Members and Aggrieved Employees no later than ten (10) calendar days after receiving the Class Data,
22 pursuant to the terms set forth in the Settlement Agreement.

23 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
24 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
25 choose to be excluded from the Class Settlement by submitting a Request for Exclusion in conformity
26 with the requirements set forth in the Class Notice, to the Administrator, postmarked on or before the
27 date that is forty-five (45) calendar days after the Administrator mails the Class Notice to Class
28 Members and Aggrieved Employees (“Response Deadline”), or, in the case of a re-mailed Class

1 Notice, the Response Deadline shall be extended fourteen (14) calendar days from the original
2 Response Deadline. Any such person who timely and validly chooses to opt out of, and be excluded
3 from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not
4 be bound by the Class Settlement or have any right to object, appeal, or comment thereon.
5 Nevertheless, all Aggrieved Employees will release the Released PAGA Claims and be issued their
6 Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion. Class
7 Members who do not submit a valid and timely Request for Exclusion (i.e., Participating Class
8 Members) shall be bound by the Settlement Agreement and any final judgment based thereon.

9 13. A Final Approval Hearing shall be held before this Court on
10 **11/7/2025** at **9:30am** a.m./p.m. in Department E of the Mendocino
11 County Superior Court, located at Ukiah-Mendocino County Courthouse, 100 North State Street,
12 Ukiah, California 95482, to determine all necessary matters concerning the Settlement, including:
13 whether the proposed settlement of the action on the terms and conditions provided for in the
14 Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a
15 judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation
16 contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members
17 and Aggrieved Employees; and determine whether to approve the requests for the Class Counsel Fees
18 Payment, Class Counsel Litigation Expenses Payment, Class Representatives' Service Payments,
19 LWDA PAGA Payment, and allocation for the PAGA Penalties.

20 14. Class Counsel shall file a motion for final approval of the Settlement and for the Class
21 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representatives' Service
22 Payments, and Administration Expenses Payment, along with the appropriate declarations and
23 supporting evidence, including the Administrator's declaration, by
24 **September 9, 2025**, to be heard at the Final Approval Hearing.

25 15. To object to the Settlement, a Participating Class Member must submit their written
26 objection to the Administrator on or before the Response Deadline. The written objection must be
27 signed and must contain the information that is required, as set forth in the Class Notice, including and
28 not limited to the grounds for the objection. Participating Class Members, individually or through

counsel, may also present their objection orally at the Final Approval Hearing, regardless of whether they have submitted a written objection.

16. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall be construed as a concession or admission by Defendant in any way that the claims asserted have any merit or that this Action was properly brought as a class or representative action, and shall not be used as evidence of, or used against Defendant as, an admission or indication in any way, including with respect to any claim of any liability, wrongdoing, fault or omission by Defendant or with respect to the truth of any allegation asserted by any person. Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit, document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as or deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to, evidence of a presumption, concession, indication or admission by Defendant of any liability, fault, wrongdoing, omission, concession or damage.

17. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, canceled, or fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and the parties shall revert back to their respective positions as of before entering into the Settlement Agreement. The fact that the Court certified the Class for settlement purposes shall not be admissible or have any bearing on the issue of whether any class should be certified in a non-settlement context.

18. The Court reserves the right to adjourn or continue the date of the Final Approval Hearing and any dates provided for in the Settlement Agreement without further notice to the Class Members and retains jurisdiction to consider all further applications arising out of or connected with the Settlement.

19. The Action is stayed and all trial and related pre-trial dates are vacated, subject to further orders of the Court at the Final Approval Hearing.

IT IS SO ORDERED.

Dated: 7/11/2025



Honorable Ann C. Moorman
Judge of the Superior Court