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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

RUDY HERNANDEZ, as an individual and
on behalf of all others similarly situated,

Plaintiff,

vs.

ABLE SHEET METAL, INC. a California
corporation; and DOES 1 through 100,

Defendants.

Case No. 23STCV26056

*[Assigned to the Hon. Laura A. Seigle,
Dept. 17]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS' GENERAL
ACT, REASONABLE ATTORNEYS'
FEES, COSTS, AND ENHANCEMENT
PAYMENT**

Date: May 21, 2025

Time: 9:00 a.m.

Dept.: 17

Complaint filed: October 24, 2023

Trial Date: None Set

1 This matter came on regularly for hearing before this Court on May 21, 2025 at 9:00 a.m.
2 Having considered the Parties' PAGA Settlement Agreement ("Settlement");¹ the documents and
3 evidence presented in support thereof; and recognizing the disputed factual and legal issues
4 involved in this case; the risks of further prosecution, the substantial benefits to be received by
5 the State of California and the Aggrieved Employees pursuant to the Settlement; and the fair,
6 reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length
7 negotiations between the parties, the Court hereby makes a final ruling that the Settlement is
8 approved pursuant to Labor Code section 2699(l). Good cause appearing therefore, the Court
9 hereby GRANTS Plaintiff Rudy Hernandez's ("Plaintiff") Motion for Approval of Claims under
10 the Private Attorneys General Act ("Motion") and ORDERS as follows:

11 1. The "Aggrieved Employees" consist of all current and former non-exempt
12 employees who worked for Able Sheet Metal within the state of California at any time from
13 October 24, 2022 through the date of the Court Order granting approval of the PAGA Settlement.
14 (the "PAGA Period").

15 2. The California Labor Workforce and Development Agency ("LWDA") has been
16 provided notice of the Settlement in accordance with PAGA, California Labor Code § 2699(l)(2),
17 (l)(4). In particular, on the date Plaintiff filed a Motion seeking approval of the Settlement with
18 the Court, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the
19 Settlement Agreement. Plaintiff's notice of the Settlement to the LWDA complied with the notice
20 requirements of PAGA.

21 3. The Court hereby approves the settlement as set forth in the Settlement as fair,
22 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
23 terms.

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¹ All terms used in this Order shall have the same meaning as that assigned to them in the PAGA
28 Settlement Agreement, attached as Exhibit 1 to the Declaration of Sean M. Blakely submitted
concurrently with the Motion.

1 4. The Court orders that Defendant shall fully fund the Gross Settlement Amount of
2 \$90,000.00 by transmitting the funds to the Administrator no later than thirty (30) days after the
3 Effective Date ², pursuant to the terms of this Settlement.

4 5. The Court hereby approves, as to form and content, the proposed Notice of PAGA
5 Settlement submitted by the parties and included as Exhibit A to the Settlement.

6 6. The Court hereby appoints ILYM Group, Inc. as the Settlement Administrator.

7 7. Within fourteen (14) business days after the Effective Date, Defendant shall
8 provide the Settlement Administrator with a Microsoft Excel spreadsheet containing each
9 Aggrieved Employee's name, last-known mailing address, Social Security number, and number
10 of PAGA pay periods worked, pursuant to the terms of the Settlement.

11 8. Within fourteen (14) business days after Defendant funds the Gross Settlement
12 Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA
13 PAGA Payment, the Administration Expenses Payment, the Enhancement Payment, PAGA
14 Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement of
15 the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual
16 PAGA Payments, pursuant to the terms of the Settlement.

17 9. The Court finds that attorneys' fees in the amount of one-third of the Gross
18 Settlement Amount (currently estimated to be \$30,000.00) for Plaintiff's Counsel, and
19 reimbursement of litigation costs of up to \$9,333.01 to Plaintiff's Counsel, are fair, reasonable,
20 and adequate, and orders the Settlement Administrator to distribute these payments to Plaintiff's
21 Counsel as provided for in the Settlement Agreement.

22 10. The Court orders that the Settlement Administrator shall be paid up to \$3,750.00
23 for all of its work done and to be done until the completion of this matter, and finds that sum
24 appropriate.

25 11. The Court finds that the requested Enhancement Payment of \$5,000.00 to Plaintiff
26 is fair, adequate, and reasonable in recognition of the unique contributions he made and the risks

27 ² "Effective Date" means the date by when both of the following have occurred: (a) the Court
28 enters a Judgment on its Order approving the PAGA Settlement and (b) the Judgment is final.
The Judgment is final as of the day the Court enters Judgment.

1 he undertook, on behalf of the Aggrieved Employees and the State of California, and orders that
2 the Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement
3 Agreement.

4 12. The Court finds that the amount of \$31,437.74, representing 75% of the Net
5 Settlement Amount, allocated as PAGA civil penalties under the Settlement, to be paid to the
6 LWDA as provided for by the Settlement, is fair, adequate, and reasonable, and orders that
7 payment be made to the LWDA in accordance with the terms of the Settlement Agreement. The
8 Court further finds that the amount of \$10,479.25, representing 25% of the Net Settlement
9 Amount, allocated as PAGA civil penalties under the Settlement, to be paid to the Aggrieved
10 Employees (i.e., Individual PAGA Payments) as provided for by the Settlement, is fair, adequate,
11 and reasonable, and orders that payment be made to Aggrieved Employees on a pro rata basis in
12 accordance with the terms of the Settlement and this Order.

13 13. Checks for Individual PAGA Payments sent to Aggrieved Employees shall be
14 valid for 180 days after issuance. Funds remaining from any checks for Individual PAGA
15 Payments uncashed for more than 180 days after issuance, shall be sent to the State Controller's
16 Office Unclaimed Property Division in the name of the Aggrieved Employee.

17 14. The Court approves the scope of the release as set forth in the Settlement.
18 Following entry of this Judgment and Order and the Gross Settlement Amount being fully funded,
19 all Aggrieved Employees are deemed to release, on behalf of themselves and their respective
20 former and present representatives, agents, attorneys, heirs, administrators, successors, and
21 assigns, Able Sheet Metal and each of its former and present directors, officers, shareholders,
22 owners, partners, managers, employees, attorneys, insurers, predecessors, successors,
23 subsidiaries, agents, representatives, and any entity or person who could be deemed a joint
24 employer with Able Sheet Metal, from all claims for PAGA penalties that were alleged, or
25 reasonably could have been alleged, based on the PAGA Period facts stated in the Operative
26 Complaint and the PAGA Notice.

27 15. Plaintiff is directed to submit a copy of this Order and entry of judgment to the
28 LWDA within ten (10) calendar days of the date of this Order and entry of judgment.

1 16. Plaintiff shall file a declaration confirming the final distribution of funds on or
2 before _____, 2026.

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4 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

5
6 Dated: _____

By: _____
Honorable Laura A. Seigle
Judge of the Superior Court