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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF ALAMEDA**

10 ADRIAN SANCHEZ, an individual, on
11 behalf of himself, the State of California, as
12 a private attorney general, and on behalf of
all others similarly situated,

13 Plaintiff,

14 v.

15 POLYMERIC TECHNOLOGY, INC., a
16 California corporation; and DOES 1 TO 50,
17 Defendants.
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Case Number: 23CV052248

~~[Proposed]~~ **Order Granting Final Approval of
Class Action Settlement**

Hearing Date: August 7, 2025
Hearing Time: 2:30 p.m.
Dept.: 21

Complaint Filed: November 27, 2023
FAC Filed: July 29, 2024
Trial Date: None Set

FILED
ALAMEDA COUNTY

NOV 10 2025

CLERK OF THE SUPERIOR COURT

By  Deputy

1 This matter having come for hearing on August 7, 2025, at 2:30 p.m., regarding Plaintiff
2 Osmin Antonio Adrian Sanchez's ("Plaintiff") unopposed *Motion for Final Approval of Class*
3 *Action Settlement* (the "Motion") on the terms set forth in the Class Action and PAGA Settlement
4 Agreement, the Amended Class Action and PAGA Settlement Agreement Class Action and PAGA
5 Settlement Agreement, the First Amendment to the Amended Class Action and PAGA Settlement
6 Agreement Class Action and PAGA Settlement Agreement, and the Second Amendment to the
7 Amended Class Action and PAGA Settlement Agreement Class Action and PAGA Settlement
8 Agreement (collectively referred to as the "Settlement Agreement"). In conformity with California
9 Rules of Court, rule 3.769, with due and adequate notice having been given to Class Members (as
10 defined in the Settlement Agreement and the Motion), and having considered the Settlement
11 Agreement, all of the legal authorities and documents submitted in support thereof, all papers filed
12 and proceedings had herein, all oral and written comments received regarding the Settlement
13 Agreement, and having reviewed the record in this litigation, and good cause appearing, the Court
14 **GRANTS** final approval of the Settlement Agreement and orders and makes the following findings
15 and determinations and enters final judgment as follows:

16 1. All terms used in this order shall have the same meanings given as those terms are
17 used and/or defined in the parties' Settlement Agreement and the Motion. A copy of the Settlement
18 Agreement is attached to the *Declaration of Jonathan Melmed in Support of Plaintiff's Motion for*
19 *Final Approval of Class Action Settlement* as **Exhibit 1** and is made a part of this order.

20 2. The Court has personal jurisdiction over Plaintiff and Defendant Polymeric
21 Technology, Inc. ("Defendant") (collectively, the "Parties") to this litigation and subject matter
22 jurisdiction to approve this Settlement Agreement and all exhibits thereto.

23 3. For settlement purposes only, the Court finally certifies the Class, as defined in the
24 Motion and the Settlement Agreement and as follows: "*All individuals who are or were employed*
25 *by Defendants as non-exempt employees in California during the Class Period.*" The Court deems
26 this definition sufficient for the purpose of rule 3.765(a) of the California Rules of Court, and solely
27 for the purpose of effectuating the Settlement Agreement.
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1 4. The Court finds that an ascertainable class of 443 class members exists and a well-
2 defined community of interest exists on the questions of law and fact involved because in the context
3 of the Settlement Agreement: **(i)** all related matters, predominate over any individual questions;
4 **(ii)** the claims of the Plaintiff are typical of claims of the Class Members; and **(iii)** in negotiating,
5 entering into and implementing the Settlement Agreement, Plaintiff and Plaintiff's counsel have
6 fairly and adequately represented and protected the interest of the Class Members.

7 5. The Court is satisfied that CPT Group, Inc., which was appointed as the Settlement
8 Administrator, completed the distribution of Class Notice to the Class in a manner that comports
9 with California Rule of Court 3.766. The Class Notice informed 444 prospective Class Members of
10 the Settlement Agreement's terms, their rights under the Settlement Agreement to receive their
11 settlement share, their rights to submit a request for exclusion, their rights to comment on or object
12 to the Settlement Agreement, and their rights to appear at the Final Approval and Fairness Hearing,
13 and be heard regarding approval of the Settlement Agreement. Sufficient periods of time to respond
14 and to act were provided by each of these procedures.

15 6. The Court hereby approves the terms set forth in the Settlement Agreement and finds
16 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent, and
17 compliant with all applicable requirements of the California Code of Civil Procedure, the California
18 and United States Constitutions, including the Due Process clauses, the California Rules of Court,
19 and any other applicable law, and in the best interests of each of the Parties and Class Members.

20 7. The Court directs the Parties to effectuate the Settlement Agreement according to its
21 terms and declares the Settlement Agreement to be binding on all Class Members.

22 8. The Court finds that the Settlement Agreement has been reached as a result of
23 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties have
24 conducted extensive investigation and research, and their attorneys were able to reasonably evaluate
25 their respective positions.

26 9. The Court also finds that the Settlement Agreement will avoid additional and
27 potentially substantial litigation costs, as well as delay and risks of the Parties were to continue to
28 litigate the case. Additionally, after considering the monetary recovery provided as part of the

1 Settlement Agreement in light of the challenges posed by continued litigation, and Court concludes
2 that Class Counsel secured significant relief for Class Members.

3 10. The Settlement Agreement is not an admission by Defendant, nor is this order a
4 finding of the validity of any allegations or of any wrongdoing by Defendant.

5 11. The Court appoints Plaintiff Adrian Sanchez as Class Representative and finds him
6 to be adequate for purposes of settlement.

7 12. The Court appoints Jonathan Melmed and Laura Supanich of Melmed Law Group
8 P.C. as Class Counsel and finds each of them to be adequate, experienced, and well-versed in class
9 action litigation.

10 13. The terms of the Settlement Agreement, including the Gross Settlement Amount of
11 \$409,640.00 and the individual settlement shares, are fair, adequate, and reasonable to the Class and
12 to each Class Member, and the Courts grants final approval of the Settlement set forth in the
13 Settlement Agreement, subject to this order.

14 14. The Court approves the following allocations, which fall within the ranges stipulated
15 by and through the Settlement Agreement:

16 A. The Court awards \$10,000.00 to CPT Group, Inc., the Settlement
17 Administrator, and finds this amount to be fair and reasonable. The Court grants final
18 approval of it and orders the Parties to make the payment to the Settlement Administrator in
19 accordance with the Settlement Agreement.

20 B. The Court awards ^{122,822}~~133,552.33~~ to Plaintiff's counsel as attorneys' fees and
21 finds this amount to be fair and reasonable in light of the benefit obtained for the Class. The
22 Court grants final approval of, awards, and orders the payment to Plaintiff's counsel to be
23 made in accordance with the Settlement Agreement. Ten percent (10%) of the attorneys'
24 fees will be kept in the Settlement Administrator's trust until the completion of the
25 distribution process and Court approval of final accounting.

26 C. The Court awards \$14,596.07 in litigation costs, an amount which the Court
27 finds to be reasonable in light of actual costs incurred. The Court grants final approval of,
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1 and orders the litigation expenses payment in this amount to be made to Plaintiff's counsel
2 in accordance with the Settlement Agreement.

3 D. The Court awards \$7,500.00 to the class representative as payment requested
4 by Plaintiff and finds this amount to be fair and reasonable. The Court grants final approval
5 of, and orders the class representative payment to be made in accordance with the Settlement
6 Agreement.

7 E. The Court approves the \$20,000.00 allocation for penalties under the Labor
8 Code Private Attorneys General Act of 2004, and orders 75% thereof (i.e., \$15,000.00) to
9 be paid to the California Labor and Workforce Development Agency in accordance with the
10 terms of the Settlement Agreement and the remainder to the Aggrieved Employees.

11 15. The Court orders the Parties to comply with and carry out all terms and provisions
12 of the Settlement, to the extent that the terms thereunder do not contradict with this order, in which
13 case the provisions of this order shall take precedence and supersede the Settlement Agreement.

14 16. Nothing in the Settlement Agreement or this order purports to extinguish or waive
15 Defendant's rights to continue to oppose the merits of the claims in this action or class treatment of
16 these claims in this case if the Settlement Agreement fails to become final or effective, or in any
17 other case without limitation.

18 17. All Class Members who did not request exclusion from the Settlement shall be bound
19 by the Settlement and this order, including the release of claims as set forth in the Settlement
20 Agreement.

21 18. The Parties shall bear their own respective attorneys' fees and costs except as
22 otherwise provided in this order and the Settlement Agreement.

23 19. All checks mailed to the Class Members must be cashed within one hundred and
24 twenty (120) days after mailing. If a Class Member fails to cash his/her check by the deadline, then
25 ~~the Settlement Administrator shall submit such funds to Legal Aid at Work.~~
26 this meets the requirements of Code of Civil Procedure section 384. The funds associated with
27 uncashed checks will not be distributed to the *cy pres* beneficiary until after Court approval of final
28 accounting.

20. Within seven days of this order, the Settlement Administrator shall give notice of judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by posting a copy of this order and final judgment on its website.

21. The Court retains continuing jurisdiction over the Action and the Settlement, including jurisdiction pursuant to rule 3.769(h) of the California Rules of Court, solely for purposes of **(a)** enforcing the Settlement Agreement, **(b)** addressing settlement administration matters, and **(c)** addressing such post-judgment matters as may be appropriate under court rules or applicable law.

22. Plaintiff shall file with the Court a report regarding the status of distribution at least five (5) court days before the compliance hearing.

23. This final judgment is intended to be a final disposition of the above-captioned action in its entirety and is intended to be immediately appealable. This final judgment resolves and extinguishes all claims released by the Settlement Agreement against Defendant.

24. The Court hereby sets a hearing date of 5/4/26 am for a hearing on the final accounting and distribution of the settlement funds.

IT IS SO ORDERED.

Dated: 11/10/2025

Judge of the Superior Court, Alameda County

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 11/10/2025
PLAINTIFF/PETITIONER: Adrian Sanchez	Chad Finke, Executive Officer / Clerk of the Court By:  Deputy
DEFENDANT/RESPONDENT: Polymeric Technology, Inc., a California corporation	B. Mercado
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: 23CV052248

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order Granting Final Approval of Class Action Settlement entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

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Dated: 11/10/2025

Chad Finke, Executive Officer / Clerk of the Court

By:



B. Mercado, Deputy Clerk