

1 **JUSTICE FOR WORKERS, P.C.**

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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF SAN DIEGO**

10 LINDA SALAZAR AYALA, an individual
11 and on behalf of all others similarly situated;

12 Plaintiff,

13 vs.

14 APPLIED MEMBRANES, INC., a California
15 corporation; and DOES 1 through 50,

16 Defendants.

Case No.: 37-2023-00054420-CU-OE-CTL

[Assigned for All Purposes to:
Hon. Matthew C. Braner, Dept. C-60]

**(PROPOSED) JUDGMENT AND ORDER
GRANTING MOTIONS FOR FINAL
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT, CLASS
REPRESENTATIVE SERVICE
PAYMENT, AND ATTORNEY'S FEES
AND COSTS**

DATE: December 5, 2025

TIME: 9:00 a.m.

DEPT: C-60

Action Filed: November 27, 2023

Trial Date: Not Set

1 The Motions of Linda Salazar Ayala (“Plaintiffs”) for Final Approval of Class Action and
2 PAGA Settlement, Class Representative Service Payment, and Attorney’s Fees and Costs (“Final
3 Approval Motions”) came on regularly for hearing before this Court pursuant to California Rule of
4 Court 3.769 and this Court’s earlier Order Granting Preliminary Approval of Class Action
5 Settlement (“Preliminary Approval Order”).

6 Having considered the Parties’ Class Action and PAGA Settlement Agreement
7 (“Settlement” or “Agreement”)¹, and the documents and evidence presented in support thereof, and
8 recognizing the sharply disputed factual and legal issues involved in this case, the risks of further
9 prosecution, and the substantial benefits to be received by the Class pursuant to the Settlement, the
10 Court hereby makes a final ruling that the Settlement is fair, reasonable, and adequate pursuant to
11 California Code of Civil Procedure § 382, and is the product of good faith, arm’s-length
12 negotiations between the parties. Good cause appearing therefor, the Court hereby GRANTS
13 Plaintiffs’ Final Approval Motion and hereby ORDERS the following:

14 1. Final judgment is hereby entered in conformity with the Settlement and this Final
15 Approval Order.

16 2. The conditional class certification is hereby made final, and the Court thus certifies,
17 for purposes of the Settlement, the following Class:

18 All current and former hourly paid or non-exempt employees of Defendant Applied
19 Membranes, Inc. in California during the Class Period of November 27, 2019 to
November 17, 2024.

20 3. The Court hereby confirms Plaintiff as the Class Representative; William C. Sung
21 and Tiffany L. Luu of Justice for Workers, P.C. as Class Counsel; and Apex Class Action LLC as
22 the Administrator.

23 4. Notice was provided to Class Members as set forth in the Settlement, which was
24 approved by the Court on August 21, 2025, and the notice process has been completed in
25 conformity with the Settlement and the Court's Order Granting Preliminary Approval of Class
26 Action Settlement. The Court finds that said notice was the best notice practicable under the
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¹ All defined terms contained herein shall have the same meanings as set forth in the Agreement.

1 circumstances, and that individual notice was provided to all Class Members who could be
2 identified through reasonable effort. The Class Notice provided due and adequate notice of the
3 proceedings and matters set forth therein.

4 5. The Court finds that no Class Member objected to the Settlement, that no Class
5 Member opted out of the Settlement, and that the 100% participation rate in the Settlement supports
6 final approval.

7 6. The Court further finds that the Settlement is fair, reasonable, and adequate, and
8 orders the Parties to effectuate the Settlement according to its terms.

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

17 8. The Court finds that given the absence of objections to the Settlement, this Order
18 shall be considered final as of the date of entry.

19 9. The Court finds that the Individual Class Payments and Individual PAGA Payments,
20 as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Administrator to
21 distribute the Individual Class Payments and Individual PAGA Payments in conformity with the
22 terms of the Settlement.

23 10. The Court orders Defendant to deposit the Gross Settlement Amount of \$375,000.00
24 and employer payroll taxes with the Administrator within 15 calendar days of the Effective Date or
25 January 2, 2026, whichever date is later.

26 11. The Court finds that a Class Representative Service Payments in the amount of
27 \$10,000.00 to Plaintiff is appropriate for Plaintiff's service to the Class. The Court finds that this
28 payment is fair, reasonable, and adequate, and orders that the Administrator make this payment in

1 conformity with the terms of the Settlement

2 12. The Court finds that attorney’s fees in the amount of \$125,000.00 and litigation costs
3 of \$10,478.18 for Class Counsel are fair, reasonable, and adequate in light of the common fund
4 created by the Settlement, and orders that the Administrator distribute these payments to Class
5 Counsel in conformity with the terms of the Settlement.

6 13. The Court orders that the Administrator shall be paid \$8,690.00 from the Gross
7 Settlement Amount in conformity with the terms of the Settlement, for all of its work done and to be
8 done until the completion of this matter and finds that sum appropriate.

9 14. The Court finds that the payment to the California Labor & Workforce Development
10 Agency (“LWDA”) in the amount of \$15,000.00 for its share of the settlement of Plaintiffs’
11 representative claim under the PAGA is fair, reasonable, and adequate, and orders the Administrator
12 to distribute this payment to the LWDA in conformity with the terms of the Settlement.

13 15. The Court orders that any settlement checks shall be negotiable for 180 calendar
14 days from the date of issuance of the check, and that any settlement checks that remain uncashed
15 after one 180 days after they are mailed shall be distributed to the Controller of the State of
16 California to be held pursuant to the Unclaimed Property Law, California Civil Code §§ 1500, *et*
17 *seq.*, in the name of the Class Member to whom the check was issued.

18 16. “Released Parties” means Defendant and each of their former and present directors,
19 officers, partners, managers, employees, agents, shareholders, owners, members, attorneys, insurers,
20 predecessors, successors, assigns, subsidiaries, affiliates.

21 17. Upon the Effective Date and once the Settlement is funded with Defendant’s
22 payment of the Gross Settlement Amount and the employer’s share of payroll taxes, all
23 Participating Class Members, on behalf of themselves and their respective former and present
24 representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the
25 Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based
26 on the facts stated in the Operative Complaint, including any and all claims involving any alleged
27 (1) Minimum Wage Violations; (2) Overtime Wage Violations; (3) Meal Period Violations; (4) Rest
28 Period Violations; (5) Wage Statement Penalties; (6) Waiting Time Penalties; and (7) Unfair

1 Competition. Participating Class Members only release these claims for the duration of the Class
2 Period. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not
3 release any other claims, including claims for vested benefits, wrongful termination, violation of the
4 Fair Employment and Housing Act, unemployment insurance, disability, social security, workers'
5 compensation, or claims based on facts occurring outside the Class Period.

6 18. Upon the Effective Date and once the Settlement is funded with Defendant's
7 payment of the Gross Settlement Amount and the employer's share of payroll taxes, all Aggrieved
8 Employees are deemed to release, on behalf of themselves and their respective former and present
9 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
10 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
11 alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including, any
12 and all claims involving any alleged Minimum Wage Violations (Labor Code §§ 1182.12, 1194,
13 1194.2, 1197); Overtime Wage Violations (Labor Code §§ 204, 510, 1194, 1198); Meal Period
14 Violations (Labor Code §§ 226.7, 512, 558); Rest Period Violations (Labor Code §§ 226.7, 516,
15 558); Wage Statement Penalties (Labor Code § 226); Waiting Time Penalties (Labor Code §§ 201-
16 203); Unfair Competition (Bus & Prof Code §§ 17200, et seq.); Failure to pay regular rate of pay
17 for sick pay (Labor Code §246); Failure to pay all wages timely (Labor Code §204); Failure to keep
18 accurate and complete payroll records (Labor Code §1174); Failure to provide reasonable comfort
19 (Labor Code § 1198); Failure to pay reporting time pay (IWC Wage Order); Failure to reimburse
20 (Labor Code §2802). Aggrieved Employees only release these claims for the duration of the PAGA
21 Period.

22 19. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give
23 notice of this final Judgment and Order to all Participating Class Members by mailing this final
24 Judgment and Order along with their settlement checks.

25 20. This document shall constitute a final judgment pursuant to California Rule of Court
26 3.769(h), which provides: "If the court approves the settlement agreement after the final approval
27 hearing, the court must make and enter judgment. The judgment must include a provision for the
28 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court

1 may not enter an order dismissing the action at the same time as, or after, entry of judgment.”
2 Pursuant to California Code of Civil Procedure § 664.6, the Court retains jurisdiction to enforce the
3 Settlement, the Final Approval Order, and this Judgment.

4 21. The Court sets a Compliance Hearing for _____, 2026 at ____ a.m. in
5 Department C-60 of the above-entitled Court. Plaintiff shall file a Final Disbursement Declaration
6 from the Administrator no later than five court days before the Compliance Hearing.

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

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9 DATED: _____, 2025

10 Hon. Matthew C. Braner
11 Judge of the Superior Court
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