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Attorneys for Plaintiff MARIA SILVA,
 on behalf of herself and all others similarly situated

FILED
 Superior Court of California
 County of Los Angeles

12/15/2025

David W. Slayton, Executive Officer / Clerk of Court

By: R. Lindsey Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

MARIA SILVA, on behalf of herself and
 others similarly situated,

Plaintiff,

vs.

CONTINENTAL HEAT TREATING, INC.;
 and DOES 1 to 100, inclusive,

Defendants.

Case No.: 24STCV19492

CLASS AND PAGA ACTION

[Assigned for all Purposes to the Hon. Laura A. Seigle, Dept. 17]

**~~PROPOSED~~ JUDGMENT AND ORDER
 GRANTING PLAINTIFFS' MOTION FOR
 FINAL APPROVAL OF CLASS ACTION
 AND PAGA SETTLEMENT**

*[Filed concurrently with Notice of Motion and
 Motion for Final Approval of Class Action
 Settlement and Motion for Award of Attorneys'
 Fees and Costs; and Declarations in Support
 Thereof]*

Hearing Information:

Date: December 15, 2025

Time: 9:00 a.m.

Dept: 17

1 The above captioned action is a putative class action and representative lawsuit brought by
2 Plaintiff MARIA SILVA (“Plaintiff”) against Defendant CONTINENTAL HEAT TREATING, INC.
3 (“Defendant”). In the lawsuit, Plaintiff alleges that Defendant failed to pay minimum wage and
4 overtime for all hours worked; failed to provide legally compliant meal and rest periods; failed to
5 timely pay wages; failed to provide legally compliant wage statements; failed to timely pay earned
6 wages during employment; and that these actions violated the Labor Code and Business and
7 Professions Code and gave rise to additional civil penalties pursuant to the Private Attorneys General
8 Act of 2004, Labor Code sections 2698, *et seq.*, (“PAGA”) to all non-exempt hourly employees who
9 work or worked for Defendant in California from August 2, 2020, through June 21, 2025.

10 Defendant denies all alleged wrongdoing, denies any liability to the Plaintiffs, to members of
11 the putative class, and to allegedly aggrieved employees, and denies that Plaintiffs’ claims are
12 appropriate for class or representative treatment.

13 On August 11, 2025, this Court entered an order granting preliminary approval of the class
14 action settlement, resulting in preliminary certification of the following class for settlement purposes
15 only: all non-exempt hourly employees who work or worked for Defendant in California from August
16 2, 2020, through June 21, 2025.

17 The Court further directed the Plaintiffs to provide notice to the class, which informed absent
18 class members with information regarding the settlement, including: (a) the proposed settlement, and
19 the settlement’s key terms; (b) the date, time and location of the Final Approval Hearing; (c) the right
20 of any Class Member to object to the proposed settlement, and an explanation of the procedures to
21 exercise that right; (d) the right of any class member to exclude themselves from the proposed
22 settlement, and an explanation of the procedures to exercise that right; and (e) an explanation of the
23 procedures for class members to participate in the proposed settlement.

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1 The Court, upon notice having been given as required in the preliminary approval order, and
2 having considered the proposed settlement agreement as well as all papers filed, hereby **ORDERS**
3 **AND ENTERS JUDGMENT AS FOLLOWS:**

4 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
5 including all members of the settlement class and the aggrieved employees of the PAGA class.

6 2. The Court finds that the class is properly certified as a class for settlement purposes
7 only.

8 3. The notice provided to the class members conforms with the requirements of
9 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
10 of Court 3.766 and 3.769, the California and United States Constitutions, the Court's order granting
11 preliminary approval, and any other applicable law, and constitutes the best notice practicable under
12 the circumstances, by providing individual notice to all class members who could be identified
13 through reasonable effort, and by providing due and adequate notice of the proceedings and of the
14 matters set forth therein to the other class members. The notice was adequate, fully satisfied the
15 requirements of due process, and was the best notice practicable under the circumstances.

16 4. The Court finds the settlement was entered into in good faith, that the settlement is
17 fair, reasonable, and adequate, and that the settlement satisfies the standards and applicable
18 requirements for final approval of this class action settlement under California law, including the
19 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
20 3.769.

21 5. The Settlement Agreement is not an admission by Defendant, or by any other released
22 party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
23 by Defendant or any other released party. Neither this Order and Judgment, the Settlement
24 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
25 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
26 concession, or liability whatsoever by or against Defendant or any of the other released parties.

27 6. No Class Members have objected to the terms of the Settlement.

28 7. No Class Member has requested to be excluded from the Settlement.

1 8. Defendant shall fund the gross settlement amount of Three Hundred Thousand Dollars
2 and Zero Cents (\$300,000.00), plus the amount necessary to pay Defendant's share of payroll taxes,
3 all within 30 days after the Effective Date as defined in the Settlement Agreement.

4 8. The Administrator shall mail checks for all Individual Class Payments, all Individual
5 PAGA Payments, the LWDA PAGA Payment, the Administration Expense Payment, the Class
6 Counsel Fees Payment, the Class Counsel Litigation Expense Payment, and the Class Representative
7 Service Payments within 14 days after Defendant funds the Gross Settlement Amount.

8 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
9 recognition of Plaintiff's efforts on behalf of the settlement class, the Court hereby approves the
10 payment of an incentive award to each Plaintiff in the amount of Seven Thousand Five Hundred
11 Dollars and Zero Cents (\$7,500.00), payable from the gross settlement amount pursuant to the terms
12 of the Settlement Agreement.

13 10. The Court approves the payment of attorneys' fees to Class Counsel in the sum of One
14 Hundred and Five Thousand Dollars and Zero Cents (~~\$105,000.00~~ ^{\$100,000.00}), and the reimbursement of
15 litigation expenses in the sum of \$17,211.96, both payable from the gross settlement amount and
16 pursuant to the terms of the settlement agreement. Both are reasonable amounts. The reasonableness
17 of the fee award is determined based on a reasonable percentage of the common fund obtained for the
18 class. The court also has considered the lodestar amount. Awarding fees on a percentage basis
19 encourages efficient litigation practices and reflects the actual benefit obtained for the class.

20 11. The Court approves the payment of Ten Thousand Dollars and Zero Cents
21 (\$10,000.00) to civil penalties pursuant to the Private Attorneys General Act of 2004, payable from
22 the gross settlement amount. Sixty-five percent (65%) of this amount, Six Thousand and Five
23 Hundred Dollars and Zero Cents (\$6,500.00), will be paid to the Labor Workforce Development
24 Agency and twenty-five percent (35%), Three Thousand and Five Hundred Dollars and Zero Cents
25 (\$3,500.00), will be paid to the Aggrieved Employees as defined in and pursuant to the terms of the
26 Settlement Agreement.

27 12. The Court approves and orders payment in the amount of \$5,490.00 to Apex Class
28 Action LLC for performance of settlement administration services pursuant to the terms of the

1 settlement agreement. This amount will be payable from the gross settlement amount and pursuant
2 to the terms of the Settlement Agreement.

3 13. The Court approves and orders funding of the settlement in compliance with the terms
4 of the settlement agreement, including the payment and disbursement schedule.

5 14. Participating Class Members and Aggrieved Employees will have one hundred eighty
6 (180) calendar days from the date of issuance of the check to cash or otherwise deposit their check.
7 For any check not cashed after 180 calendar days, within 10 calendar days following the check void
8 date, the Settlement Administrator shall cancel the check and remit the funds to California
9 Controller's Unclaimed Property Fund The Settlement Administrator shall inform the Parties
10 regarding the status of any uncashed checks at the conclusion of the 180 calendar day check cashing
11 period, including the amount at issue.

12 15. Pursuant to California Rule of Court 3.769(g), the Court grants final approval of the
13 Settlement Agreement and declares the Settlement Agreement binding on Plaintiff, all Class Members
14 who have not opted out, and all Aggrieved Employees, all of whom will release the Released Parties
15 (defined below) from the released claims as set forth by the approved Settlement Agreement.

16 16. The Released Parties include Defendant and all of Defendant's current and former
17 parents, subsidiaries, divisions, affiliates, successors, assigns, and related companies, and each of
18 their current and former shareholders, members, owners, insurers, attorneys, trustees, representatives,
19 administrators, fiduciaries, beneficiaries, subrogees, executors, partners, privies, joint employers,
20 officers, directors, employees, agents, and any other individual or entity which could be liable for any
21 of the Released Class Claims and the Released PAGA Claims.

22 8. All Participating Class Members, including Plaintiff, on behalf of themselves and their
23 respective former and present representatives, agents, attorneys, heirs, administrators, successors, and
24 assigns, release Released Parties from (i) all claims, damages, debts, liabilities, demands, obligations,
25 penalties, actions or causes of action of any kind, arising under state, federal or local law, whether
26 statutory, common law, or administrative law, at any time during the Class Period, that were or could
27 have been asserted based on or arising out of the factual allegations in the Class Complaint or based
28 on any facts discovered in the court of the Action to the extent permitted by law. Except as set forth

1 in this paragraph, Participating Class Members do not release any other claims, including claims for
2 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
3 unemployment insurance, disability, social security, workers' compensation, or claims based on facts
4 occurring outside the Class Period.

5 9. All Non-Participating Class Members who are Aggrieved Employees are deemed to
6 release, on behalf of themselves and their respective former and present representatives, agents,
7 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for
8 PAGA penalties, interest, fees and costs, that were alleged, or reasonably could have been alleged,
9 based on the PAGA Period facts stated in the Class Complaint, the PAGA Complaint, and the PAGA
10 Notice.

11 10. This Court shall retain jurisdiction over all matters related to the administration and
12 consummation of the terms of this Settlement, over the enforcement, construction and interpretation
13 of the Settlement Agreement, over the enforcement, construction, and interpretation of the Final
14 Judgment, including, but not limited to, the provisions therein enjoining any further litigation of
15 Released Claims, and over the Representative Plaintiff and all Class Members (and their attorneys
16 and law firms) in connection therewith.

17 11. The Settlement Administrator shall provide to Class Counsel, and Class Counsel shall
18 file a report for the settlement administrator by October 5, 2026, confirming the
19 distribution of funds, indicating the total amount paid to the class members and confirming the
20 distribution of funds, indicating the total amount paid to the class members and confirming that all
21 funds, including uncashed funds, have been disbursed.

22 12. A non-appearance case review re Compliance with the Distribution is set for
23 October 12, 2026 at 8:30 a.m. at a.m./p.m. in this department.

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

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26 Dated: 12/15/2025



27 *Laura Seigle*
28 Hon. Laura A. Seigle.
Judge of the Superior Court
Laura A. Seigle / Judge