

DANIEL J. BROWN (SBN 307604)
dbrown@stansburybrownlaw.com
KATHLEEN BECKET (SBN 334091)
kbecket@stansburybrownlaw.com
STANSBURY BROWN LAW, PC
2610 ½ Abbot Kinney Blvd.
Venice, CA 90291
Tel: 323-204-3124

Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF TULARE

MIGUEL MENDOZA, as an individual, and
on behalf of all others similarly situated,

Plaintiff,

v.

VALMETAL TULARE, INC., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: VCU315822

*[Assigned for all purposes to the
Honorable Nathan D. Ide, Dept. 7]*

**~~PROPOSED~~ FINAL ORDER OF
APPROVAL OF CLASS ACTION
SETTLEMENT AND FINAL
JUDGMENT**

Date: April 13, 2026
Time: 8:30 a.m.
Dept.: 7

Complaint Filed: December 6, 2024
FAC Filed: March 10, 2025
SAC Filed: November 10, 2025
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on April 13, 2026, at 8:30
2 a.m. pursuant to California Rule of Court 3.769 and this Court's September 29, 2025 Order
3 Granting Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval
4 Order"). Having considered the Class and PAGA Settlement (the "Settlement" or "Settlement
5 Agreement") attached as Exhibit B to the Declaration of Daniel J. Brown In Support of Plaintiff's
6 Motion for Final Approval of Settlement, filed on March 19, 2026, and the submissions of
7 counsel, and recognizing the sharply disputed factual and legal issues involved in this case, the
8 risks of further prosecution and the benefits to be received by the Class pursuant to the Settlement,
9 the Court hereby makes a final ruling that the proposed Settlement is fair, reasonable, and
10 adequate, and is the product of good faith, arm's-length negotiations between the Parties.

11 Unless otherwise indicated, all terms used in this Order shall have the same meaning as
12 that assigned to them in the Settlement.

13 Good cause appearing thereof, the Court hereby GRANTS Plaintiff's Motion for Final
14 Approval of Class Action Settlement and ORDERS as follows:

15 1. The conditional class certification contained in the Preliminary Approval Order is
16 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement
17 Class consisting of:

18 All current and former non-exempt employees of Valmetal Tulare, Inc. in California
19 who worked for Valmetal Tulare, Inc. at any time from December 6, 2020 through
20 February 1, 2025 (the "Class Period").

21 2. Plaintiff Miguel Mendoza is hereby confirmed as Class Representative, and Daniel
22 J. Brown and Kathleen J. Becket of Stansbury Brown Law, PC are hereby confirmed as Class
23 Counsel.

24 3. Notice was provided to the Settlement Class as set forth in the Settlement, which
25 was preliminarily approved by the Court on September 29, 2025, and the notice process has been
26 completed in conformity with the Court's Order. The Class Notice provided due and adequate
27 notice of the proceedings and matters set forth herein, informed Class Members of their rights,
28 and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California

1 Rule of Court 3.769(f), and due process.

2 4. The Court finds that no Class Member objected to, disputed or requested exclusion
3 from the Settlement, and that the 100% participation rate in the Settlement supports final approval.

4 5. The Court hereby approves the settlement as set forth in the Settlement as fair,
5 reasonable, and adequate, and directs the Parties to effectuate the Settlement according to its
6 terms.

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

16 7. The Court finds that given the absence of objections, and objections being a
17 prerequisite to appeal, that this Order and Judgment shall be considered final as of the date of
18 notice of entry.

19 8. The Court orders that the Gross Settlement Amount of Six Hundred Twenty-Five
20 Thousand Dollars and Zero Cents (\$625,000.00) shall be deposited with the Settlement
21 Administrator, Apex Class Action ("Settlement Administrator"), as provided in the Settlement.

22 9. Any Settlement funds that remain uncashed after 180 days after they are mailed
23 shall be transferred to the Boys & Girls Clubs of the Sequoias as the designated cy pres.

24 10. The Court finds that the Participating Member Payments, as provided for in the
25 Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to
26 distribute the Participating Member Payments in conformity with the terms of the Settlement.

27 11. The Court finds that a Class Representative Service Award in the amount of
28

1 \$5,000.00 for Plaintiff Miguel Mendoza is appropriate for his risks undertaken and service to the
2 Settlement Class. The Court finds that this payment is fair, reasonable, and adequate, and orders
3 that the Settlement Administrator make this payment in conformity with the terms of the
4 Settlement.

5 12. The Court finds that attorneys' fees in the amount of \$218,750.00, and actual
6 litigation costs of \$14,386.31 for Class Counsel, are fair, reasonable, and adequate, and orders
7 that the Settlement Administrator distribute these payments to Class Counsel in conformity with
8 the terms of the Settlement.

9 13. The Court finds that a payment to the Labor & Workforce Development Agency
10 ("LWDA") in the amount of \$13,000.00 for the LWDA's share of civil penalties under the Labor
11 Code Private Attorneys General Act is fair, reasonable, and adequate, and orders that the
12 Settlement Administrator make this payment in conformity with the terms of the Settlement. The
13 Court further finds that the remaining thirty-five percent (35%) of the PAGA civil penalties, or
14 \$7,000.00 (the "PAGA Amount"), shall be distributed to Aggrieved Employees, defined as all
15 current and former non-exempt employees of Valmetal Tulare, Inc. in California who worked for
16 Valmetal Tulare, Inc. at any time from December 6, 2023 through February 1, 2025 (the "PAGA
17 Period"), on a pro rata basis according to their respective PAGA Pay Periods, and orders the
18 Settlement Administrator to distribute the PAGA Amount in conformity with the terms of the
19 Settlement.

20 14. The Court orders that the Settlement Administrator shall be paid \$6,990.00 from
21 the Gross Settlement Amount for all of its work done and to be done until the completion of this
22 matter, and finds that sum appropriate.

23 15. Pursuant to the terms of Settlement, the employer's share of payroll taxes for the
24 portion of the Net Settlement Amount allocated to wages shall be paid by Defendant separately,
25 and in addition to, the Gross Settlement Amount.

26 16. The Court finds and determines that upon satisfaction of all obligations under the
27 Settlement and this Order, all Settlement Class Members will be bound by the Settlement and will
28

1 have released the Released Claims as set forth in the Settlement.

2 17. The Settlement is not an admission by Defendant, nor is this Order and Final
3 Judgment a finding of the validity of any allegations or of any wrongdoing by either Defendant.
4 Neither this Order and Final Judgment, the Settlement, nor any document referred to herein, nor
5 any action taken to carry out the Settlement, shall be construed or deemed an admission of
6 liability, culpability, or wrongdoing on the part of Defendant.

7 18. As of the date of this Order and Final Judgment, Plaintiff and all Settlement Class
8 Members who do not opt out of the settlement (collectively, Participating Settlement Class
9 Members”) on behalf of themselves, and their respective past and present representatives, agents,
10 attorneys, heirs, administrators, successors, and assigns, shall be deemed to have released
11 Defendant Valmetal Tulare, Inc., and each of its respective former and present directors, officers,
12 shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns,
13 subsidiaries, affiliates, agents, employees, DBA’s, and parent companies, from all claims that
14 were asserted in the Action, or that arise from or could have been asserted based on any of the
15 facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions
16 or failures to act alleged in the Action regardless of whether such claims arise under federal, state
17 and/or local law, statute, ordinance, regulation, common law, or other source of law (“the
18 Released Class Claims”). The Released Claims specifically include, but are not limited to Labor
19 Code §§ 201, 202, 203, 204, 218, 218.6, 221, 222, 223, 226(a), 226.3, 226.7, 233, 245 et seq.,
20 246, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2699, 2699.5,
21 2800, 2802, 2804 and the related IWC Wage Order 16 and Business & Professions Code §§
22 17200, et seq., and include claims based on alleged violations of these Labor Code and Wage
23 Order provisions and all other claims, such as those under the California Labor Code, Wage
24 Orders, regulations, and/or other provisions of law, that could have been pleaded based on the
25 facts asserted in the Actions, including: (1) failure to pay all wages due and owing for time
26 worked, including minimum and overtime wages, and meal/rest premium wages; (2) failure to
27 pay all agreed-upon bonus wages; (3) failure to provide meal or rest periods of compensation in
28

lieu thereof; (4) failure to reimburse for necessary business expenditures; (5) failure to provide accurate itemized wage statements; (6) failure to provide employment records; (7) failure to timely pay employees upon separation or discharge; (8) failure to timely pay wages during employment; (9) all related violations of the applicable Wage Orders; (10) all related violations of California's unfair competition law; and (11) interest, fees, and costs. The enumeration of these specific statutes shall neither enlarge or narrow the scope of res judicata based on the claims that were asserted in the Action or could have been asserted in the Action based on the facts and circumstances alleged in any Complaint on file in the Action. The release extends to the limits of the Class Period.

19. Plaintiff and Aggrieved Employees, regardless of whether they opt out of the Settlement Class, will release and discharge the Released Parties from all claims for PAGA penalties that were asserted in the Action and PAGA Notice, or that arose from or could have been asserted based on the facts, circumstances, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures to act alleged in the proposed SAC and PAGA Notice, and ascertained in the course of the Action regardless of whether such claims arise under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law (the "Released PAGA Claims"). The Released PAGA Claims specifically include, but are not limited to Labor Code §§ 201, 202, 203, 204, 210, 218, 218.6, 221, 222, 223, 226(a), 226.3, 226.7, 233, 245 et seq., 246, 510, 512, 558, 1174, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802, 2804, the related IWC Wage Order 16, and include claims for PAGA penalties based on alleged violations of these Labor Code and Wage Order provisions and all other claims for PAGA penalties, such as those under the California Labor Code, Industrial Welfare Commission Wage Orders, regulations, and/or other provisions of law, that could have been pleaded based on the facts asserted in the Action, including: (1) failure to pay all wages due and owing for time worked, including minimum and overtime wages, and meal/rest premium wages; (2) failure to pay all agreed-upon bonus wages; (3) failure to provide meal or rest periods of compensation in lieu thereof; (4) failure to reimburse for necessary business expenditures; (5)

1 failure to provide accurate itemized wage statements; (6) failure to provide employment records;
2 (7) failure to timely pay employees upon separation or discharge; (8) failure to timely pay wages
3 during employment; (9) all related violations of the applicable Wage Orders; and (10) interest,
4 fees, and costs. The enumeration of these specific statutes shall neither enlarge or narrow the
5 scope of res judicata based on the claims that were asserted in the Action or could have been
6 asserted in the Actions based on the facts and circumstances alleged in any Complaint on file in
7 the Actions. The release extends to the limits of the PAGA Period.

8 20. The releases identified herein shall be null and void should the Settlement not be
9 fully funded.

10 21. This document shall constitute a final judgment pursuant to California Rule of
11 Court 3.769(h) which provides, "If the court approves the settlement agreement after the final
12 approval hearing, the court must make and enter judgment. The judgment must include a
13 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
14 judgment. The court may not enter an order dismissing the action at the same time as, or after,
15 entry of judgment." Pursuant to section 664.6 of the California Code of Civil Procedure, the
16 Court will retain jurisdiction to enforce the Settlement and this Final Order and Judgment.

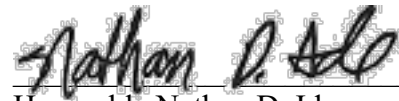
17 22. The Settlement Class Members will be provided notice with their Participating
18 Member Payments that the Final Order and Judgment is posted on the landing page of the
19 Settlement Administrator's website. A copy of the Final Order and Judgment entered by the Court
20 shall be posted by the Settlement Administrator on the Settlement Administrator's website.

21 23. The Settlement Administrator shall file a declaration regarding the disbursement
22 of Settlement funds at least 5 court days prior to the Final Report Hearing and the date for the
23 Final Report Hearing shall be set for December 7, 2026 (no earlier than March 29, 2027).
24 The declaration shall state the date the checks were mailed, the total number of checks mailed to
25 Settlement Class Members, the average amount of those checks, the number of checks that remain
26 uncashed, the total value of those uncashed checks, and the nature and date of the disposition of
27 those unclaimed funds.

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.

Dated: May 1, 2026



Honorable Nathan D. Ide
Judge of the Superior Court