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Superior Court of California  
County of Los Angeles

APR 01 2021

Sherri R. Carter, Executive Officer/Clerk of Court  
By \_\_\_\_\_ Deputy

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

MARCELA LOPEZ, individually, and on  
behalf of all others similarly situated,

*Plaintiff,*

vs.

MONOGRAM AEROSPACE FASTENERS,  
INC., a Delaware corporation; and DOES 1  
through 10, inclusive,

*Defendants.*

Case No.: 19STCV17433

CLASS ACTION

[Hon. Elihu M. Berle, Dept. 6]

**[PROPOSED] ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT**

**JUDGMENT THEREON**

Action Filed: May 20, 2019  
Trial Date: Not Set

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BY FAX

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiff MARCELA LOPEZ ("Plaintiff") and Defendant MONOGRAM AEROSPACE  
3 FASTENERS, INC. ("Defendant") have reached terms of settlement for a putative class action.

4 Plaintiff has filed a motion for final approval of a class action settlement of the claims asserted  
5 against Defendant in this action, memorialized in FIRST AMENDED JOINT STIPULATION OF  
6 CLASS ACTION SETTLEMENT (*see* Declaration of H. Scott Leviant In Support of Plaintiff's Motion  
7 for Final Approval of Class Action Settlement ["Leviant Decl."], at Exh. 1). The FIRST AMENDED  
8 JOINT STIPULATION OF CLASS ACTION SETTLEMENT is referred to herein as the "Agreement"  
9 or "Settlement."

10 After reviewing the Agreement, the Notice process, and other related documents, and having  
11 heard the argument of Counsel for respective parties, **IT IS HEREBY ORDERED AS FOLLOWS:**

12 1. The Court finds that the terms of the proposed class action Settlement are fair,  
13 reasonable, and adequate, pursuant to California Code of Civil Procedure § 382. In granting  
14 preliminary approval of the class action settlement the Court has considered the factors identified in  
15 *Dunk v. Ford Motor Co.*, 48 Cal. App. 4th 1794 (1996), as approved in *Wershba v. Apple Computer,*  
16 *Inc.*, 91 Cal. App. 4th 224 (2001) and *In re Microsoft IV Cases*, 135 Cal. App. 4th 706 (2006).

17 2. The Court finds that the Settlement has been reached as a result of intensive, serious and  
18 non-collusive arms-length negotiations. The Court further finds that the parties have conducted  
19 thorough investigation and research, and the attorneys for the parties are able to reasonably evaluate  
20 their respective positions. The Court also finds that settlement at this time will avoid additional  
21 substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution  
22 of the action. The Court finds that the risks of further prosecution are substantial.

23 3. The parties' Settlement is granted final approval as it meets the criteria for final  
24 settlement approval. The settlement falls within the range of possible approval as fair, adequate, and  
25 reasonable.

26 4. The Class Notice provided to the Settlement Class conforms with the requirements of  
27 Code of Civil Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and  
28 United States Constitutions, and any other applicable law, and constitutes the best notice practicable

1 under the circumstances, by providing individual notice to all Class Members who could be identified  
2 through reasonable effort, and by providing due and adequate notice of the proceedings and of the  
3 matters set forth therein to the other Settlement Class Members. The Class Notice fully satisfied the  
4 requirements of due process. The distribution of the Notice Packet directed to the Settlement Class  
5 Members as set forth in the Agreement and the Court's directions has been completed in conformity  
6 with the Preliminary Approval Order.

7 5. The following persons are certified as Class Members solely for the purpose of entering  
8 a settlement in this matter:

9 All non-exempt employees of Defendant who worked for Defendant in  
10 California during the Class Period (the "Class Period" is May 20, 2015 through April  
20, 2020).

11 (Settlement, ¶¶ 3-4.)

12 6. The Court also defines the following "PAGA Employees" impacted by the proposed  
13 settlement of PAGA claims:

14 Class Members that worked during the PAGA Period. (the "PAGA Period" is  
15 May 20, 2018 through April 20, 2020).

16 (Settlement, at ¶¶ 10-11.)

17 7. Settlement Class Members who did not timely object to the settlement set forth in the  
18 Agreement are barred from prosecuting or pursuing any appeal of the Court's Order Granting Final  
19 Approval to the Agreement and are deemed to have released claims to the extent described in the  
20 Agreement.

21 8. No Class Members submitted a timely request for exclusion according to the Settlement  
22 Administrator and are thus excluded from the Final Approval Order and Judgment in the Action. All  
23 Class Members are bound by the Final Approval Order and Judgment in the Action.

24 9. Plaintiff MARCELA LOPEZ is appointed the Class Representative. The Court finds  
25 Plaintiff's counsel are adequate, as they are experienced in wage and hour class action litigation and  
26 have no conflicts of interest with absent Settlement Class Members, and that they adequately  
27 represented the interests of absent class members in the Litigation. Kane Moon, H. Scott Leviant, and  
28 Lilit Ter-Astvatsatryan of Moon & Yang, APC, are appointed Class Counsel.

1           10.     The Settlement is approved. Upon entry of this Final Approval Order and Judgment,  
2 compensation to the Class Members shall be effectuated pursuant to the terms of the Settlement.

3           11.     The Court hereby approves the payment of an enhancement award to Plaintiff  
4 MARCELA LOPEZ in the amount of \$7,500 / \$\_\_\_\_\_ [up to \$7,500.00 pursuant to  
5 ~~Settlement~~]. The Court finds that this amount is fair and reasonable in light of Plaintiff's contributions  
6 to this litigation, and this amount is unopposed.

7           12.     The Court approves and orders payment in the amount of \$8,500 /  
8 \$\_\_\_\_\_ [up to \$15,000 pursuant to ~~Settlement~~] to Phoenix Settlement Administrators for  
9 performance of its services as the Settlement Administrator.

10          13.     The Court approves and orders payment in the amount of \$27,000.00 to the Labor and  
11 Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys  
12 General Act of 2004 (Labor Code § 2698 *et seq.*).

13          14.     The Court approves the payment of attorneys' fees to Class Counsel in the amount of  
14 \$241,666.66 / \$\_\_\_\_\_ [up to one-third of the Gross Settlement Amount pursuant to the  
15 ~~Settlement~~], and the reimbursement of litigation expenses in the sum of \$10,292.78 /  
16 \$\_\_\_\_\_ [up to \$15,000 pursuant to the ~~Settlement~~].

17          15.     Upon the final approval by the Court of this Settlement, and except as to such rights or  
18 claims as may be created by this Settlement, the Class Representatives, the Class and each Class Member  
19 who has not submitted a valid and timely request for exclusion as to claims other than the PAGA claim,  
20 will release claims as follows:

- 21               (a)     **Identity of Released Parties.** The released parties are Defendant, and each of  
22 its/their former and present direct and/or indirect owners, dba's, affiliates, parents,  
23 subsidiaries, brother and sister corporations, divisions, related companies,  
24 successors and predecessors, and current and former employees, attorneys, officers,  
25 directors, shareholders, owners, trustees, attorneys, fiduciaries, beneficiaries,  
26 subrogees, executors, partners, privies, agents, servants, insurers, representatives,  
27 administrators, employee benefit plans, and assigns of said entities (collectively  
28 "Releasees").

1 (b) **Date Release Becomes Active.** The Released Claims will be released upon the  
2 later of (1) the Settlement's Effective Date, or (2) the satisfaction of Defendant's  
3 obligation to provide to the Settlement Administrator a sum in the amount required  
4 to satisfy all required payments and distributions pursuant to this Settlement and  
5 the Order and Judgment of final approval. Class Members will not release claims  
6 until both the Effective Date of the Settlement has occurred, and Defendant has  
7 paid all amounts owing under the Settlement.

8 (c) **Claims Released by Specified Class Members.** Each and every Class Member,  
9 on behalf of himself or herself and his or her heirs and assigns, unless he or she has  
10 properly elected to opt out of the Class (which will not effectuate an opt-out from  
11 the PAGA claim), hereby releases Releasees from the following claims ("Released  
12 Claims") for the entire Class Period:

13 1) any and all claims stated in the Action, or that could have been stated based  
14 on the facts alleged in the Action, implicitly or explicitly, including but not  
15 limited to state wage and hour claims (including all claims under the  
16 California Labor Code) for unpaid wages, minimum wage, overtime, off-  
17 the-clock work, meal periods, rest periods, wage statement violations,  
18 interest, penalties, and attorneys' fees, waiting time penalties, withholding  
19 from wages and the related provisions of the Labor Code including but  
20 limited to Labor Code §§ 201-204, 210, 216, 218.6, 226, 226.3, 226.7,  
21 510, 512, 512.5, 558, 1194, 1194.2, 1198, derivative claims under  
22 California Business & Professions Code §§ 17200 et seq., and all claims  
23 under the governing Wage Order;

24 2) as to any Class Member who cashes their Settlement Payment, the signing  
25 and negotiation of that check shall serve as the Class Member's consent to  
26 join the action for purposes of releasing claims arising under the Fair Labor  
27 Standards Act that are related to the claims stated in the Action, implicitly  
28 or explicitly; and,



(d) in addition, as to *all* Class Members employed during the Released PAGA Claims Period, whether requesting exclusion from the Settlement or not, claims arising under the Private Attorneys General Act of 2004, Labor Code § 2698 et seq., to the extent asserted in Plaintiff's administrative exhaustion letter submitted to the LWDA and any Complaint in this matter ("Released PAGA Claims"), for the Released PAGA Claims Period.

16. Upon completion of the administration of the Settlement, the Parties shall file a declaration stating that all amounts payable under the Settlement have been paid and that the terms of the Settlement have been completed.

17. A case review hearing shall be scheduled for October 29, 2021, at 8:30 a.m./p.m. The declaration of the Settlement Administrator shall be filed at least 10 calendar days prior to the case review hearing. If the Settlement Administrator reports by way of a timely-filed Declaration that all amounts payable under the Settlement have been paid and the terms of the Settlement have been completed, no appearances are required at the case review hearing.

18. The included "Judgment" is intended to be a final disposition of the Action in its entirety and is intended to be immediately appealable.

19. The Court retains jurisdiction to consider all further applications arising out of or in connection with the settlement.

### **JUDGMENT**

In accordance with and for the reasons stated in the Final Approval Order, Judgment shall be entered whereby the Plaintiff and all Settlement Class Members shall take nothing from Defendant, except as expressly set forth in the Settlement, which was previously filed as Exhibit 1 to the Declaration of H. Scott Leviant in Support of Plaintiff's Motion for Final Approval of Class Action Settlement.

Pursuant to California Code of Civil Procedure Section 664.6 and Rule 3.769(h) of the California Rules of Court, this Court reserves exclusive and continuing jurisdiction over this action, the Plaintiffs, Settlement Class Members, and Defendants, for the purposes of:

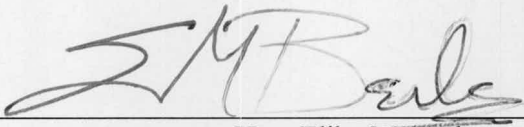
(a) supervising the implementation, enforcement, construction, and interpretation of the

1 Settlement, the Preliminary Approval Order, the plan of allocation, the Final Approval Order,  
2 and the Judgment; and

3 (b) supervising distribution of amounts paid under this Settlement.

4 **IT IS SO ORDERED.**

5  
6 Dated: April 1, 2021

  
\_\_\_\_\_  
Hon. Elihu M. Berle  
LOS ANGELES COUNTY SUPERIOR COURT JUDGE

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**PROOF OF SERVICE**

**STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

I am employed in the State of California, County of Los Angeles. I am over the age of 18 and not a party to the within suit; my business address is 1055 W. 7<sup>th</sup> Street, Suite 1880, Los Angeles, CA 90017.

On the date indicated below, I served the document described as: **[PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT; JUDGMENT THEREON** on the interested parties in this action by sending ☐ the original [or] ☒ a true copy thereof ☒ to interested parties as follows [or] ☐ as stated on the attached service list:

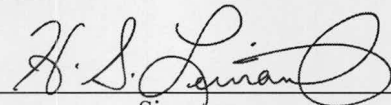
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☒ **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service CASEANYWHERE. I did not receive an error message.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this **November 20, 2020** at Los Angeles, California.

H. Scott Leviant  
Type or Print Name

  
Signature