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ORIGINAL FILED
Superior Court of California
County of Los Angeles

SEP 15 2021

Sherri R. Carter, Executive Officer/Clerk
By: Nancy Navarro, Deputy

7 Attorneys for Plaintiff

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF LOS ANGELES

11 PEDRO CONTRERAS, as an individual and on
12 behalf of all others similarly situated,

Case No.: 19STCV00266

[Assigned for all purposes to the Hon.
Maren E. Nelson; SSC-17]

13 Plaintiff,

~~[AMENDED PROPOSED]~~
JUDGMENT

14 vs.

Date: September 7, 2021
Time: 9:00 a.m.
Dept.: SSC-17

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16 PRECISION WIRE PRODUCTS, INC., a
California Corporation; and DOES 1 through
17 100,

Action Filed: January 7, 2019
Trial Date: None Set

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19 Defendants.
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~~[AMENDED PROPOSED]~~ JUDGMENT

This matter came on regularly for hearing before this Court on September 7, 2021 at 9:00 a.m., pursuant to California Rule of Court 3.769 and this Court’s earlier Order Granting Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”). Having considered the parties’ Stipulation of Settlement (“Settlement Agreement” or “Settlement”)¹ and the documents and evidence presented in support thereof, the Court hereby ORDERS the following:

1. Final judgment is hereby entered in conformity with the Settlement, the Preliminary Approval Order, and this Court’s Order Granting Final Approval of Class Action Settlement (“Final Approval Order”).

2. The Settlement Class includes the following employees:

All current and former non-exempt employees who worked for Precision Wire Products, Inc. in California during the time period of January 7, 2015 through September 14, 2020 (the “Class Period”).

3. The Court finds that no Settlement Class member objected to the Settlement, and only two (2) Settlement Class members, Vladimir J Ondrasik and Jonah Ondrasik Kral, opted-out of the Settlement.

4. Upon satisfaction of all obligations under the Settlement, this Judgment, and the Final Approval Order, and as of the Final Effective Date and upon Defendant’s complete funding of the Maximum Settlement Amount, Plaintiff and every member of the Settlement Class, except for Vladimir J Ondrasik and Jonah Ondrasik Kral, who timely excluded themselves from the class action settlement, will fully release and discharge Defendant and its respective parent companies, subsidiaries, affiliates, shareholders, members, agents (including, without limitation, any investment bankers, accountants, insurers, reinsurers, attorneys and any past, present or future officers, owners, directors and employees) predecessors, successors, and assigns (collectively the “Released Parties”) from all claims, causes of action, and legal theories alleged or which could

¹ All terms used in this Order shall have the same meaning as that assigned to them in the Settlement.

1 have been alleged or otherwise raised based on the facts in the operative FAC, including failure
2 to pay minimum wages, straight time wages, and overtime wages; unpaid wage violations;
3 violations of California’s meal and rest period laws, violations of Labor Code sections 221, 222,
4 223, 226, 226.3, 226.7, 201, 202, 203, 204, 510, 512, 516, 558, 1174, 1182.12, 1192, 1194,
5 1194.2, 1197, 1198, and 1199; claims for unlawful deductions; failure to pay all wages due; and
6 violation of Business and Professions Code section 17200 *et seq.*(collectively, the “Released
7 Claims”). The period of the Release shall extend to the limits of the Class Period.

8 5. Plaintiff and all current and former non-exempt employees who worked for
9 Defendant from January 4, 2018 through September 14, 2020 (“PAGA Period”) shall release all
10 claims for civil penalties under the PAGA premised on the claims, causes of action, and legal
11 theories alleged or which could have been alleged or otherwise raised based on the facts in the
12 operative FAC that arose during the PAGA Period.

13 6. In light of his Class Representative Enhancement Payment, Plaintiff has agreed to
14 release, in addition to the Released Claims described above, all claims, whether known or
15 unknown, under federal law or state law against the Released Parties. Plaintiff understand that
16 this release includes unknown claims and that they are, as a result, waiving all rights and benefits
17 afforded by Section 1542 of the California Civil Code, which provides: A general release does
18 not extend to claims that the creditor or releasing party does not know or suspect to exist in his or
19 her favor at the time of executing the release and that, if known by him or her, would have
20 materially affected his or her settlement with the debtor or released party. Specifically excluded
21 from Plaintiff’s Released Claims are any claims for workers’ compensation benefits, which
22 cannot be released as a matter of law.

23 7. This document shall constitute a final judgment pursuant to California Rule of
24 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
25 approval hearing, the court must make and enter judgment. The judgment must include a
26 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
27 judgment. The court may not enter an order dismissing the action at the same time as, or after,
28 entry of judgment.” The Court will retain jurisdiction to enforce the Settlement, the Final

1 Approval Order, and this Final Judgment.

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IT IS SO ORDERED.

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Dated: _____

9/15/2021

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Maren E. Nelson

Honorable Maren E. Nelson
Judge of the Superior Court