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ORIGINAL FILED
Superior Court of California
County of Los Angeles

FINAL RULINGS/ORDERS RE: MOTION FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT

JAN 25 2022
Sherri R. Carter, Executive Officer/Clerk of Court
By: Roxanne Araiza, Deputy

Jaime Alejandro Fuentes v. Actron Manufacturing, Inc.,
20STCV31099

The Parties' Motion for Final Approval of Class Action Settlement is GRANTED as the settlement is fair, adequate, and reasonable.

The essential terms are:

- A. The Gross Settlement Amount ("GSA") is \$520,000.
- B. The Net Settlement Amount ("Net") \$256,666.67 is the GSA minus the following:
 - a. \$173,333.33 (33 1/3%) for attorney fees to Class Counsel, Moon & Yang, APC;
 - b. \$10,846.75 for litigation costs to Class Counsel;
 - c. \$5,000 for a service award to the class representative, Jaime Alejandro Fuentes;
 - d. \$5,500 for settlement administration costs to Phoenix Settlement Administrators;
 - e. \$45,000 (75% of \$60,000 PAGA penalty) (to the LWDA; and
- C. Plaintiffs release of Defendants from claims described herein.

By **January 25, 2023**, Class Counsel must file a Final Report re: Distribution of the Settlement Funds.

Court sets Non-Appearance Case Review for **February 1, 2023, 8:30 AM**, Department 9.

I.
INTRODUCTION

A. Background

Plaintiff Jaime Alejandro Fuentes sues his former employer, Defendant Actron Manufacturing, Inc., for alleged wage and hour violations. Defendant designs and manufactures latching solutions for the aerospace and marine industries. Plaintiff

seeks to represent a class of Defendant's current and former non-exempt employees.

On August 14, 2020, Plaintiff filed a putative Class Action alleging the following causes of action: (1) Failure to Pay Minimum and Regular Rate [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1197]; (2) Failure to Pay Overtime Compensation [Cal. Lab. Code §§ 1194 and 1198]; (3) Failure to Provide Meal Periods [Cal. Lab. Code §§ 226.7]; (4) Failure to Authorize and Permit Rest Breaks [Cal. Lab. Code §§ 226.7]; (5) Failure to Timely Pay Final Wages at Termination [Cal. Lab. Code §§ 201-203]; (6) Failure to Provide Accurate Itemized Wage Statements [Cal. Lab. Code § 226]; and (7) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.]. On January 12, 2021, Plaintiff filed his First Amended Complaint adding the eighth case of action for civil penalties under the Private Attorneys General Act [Cal. Lab. Code § 2699, et seq.] ("PAGA").

On June 22, 2021, the Parties mediated before Kelly Knight and agreed to the basic terms of a proposed settlement, signing a Memorandum of Understanding. The Parties subsequently finalized the Joint Stipulation of Class Action Settlement ("Settlement Agreement"), a copy of which was filed with the Court.

The settlement was preliminarily approved on September 24, 2021.

Now before the Court is Plaintiff's Motion for Final Approval.

B. Definitions

"Class" or "Class Members": All non-exempt employees of Defendant who worked in California during the Class Period. "Settlement Class Members" are those Class Members who do not submit timely exclusion requests to the Settlement Administrator. Defendant's best estimate is that the Class included approximately 120 individuals on June 22, 2021. (¶4)

"Class Period": August 14, 2016 through July 22, 2021, or the date upon which the Court grants preliminary approval of this Settlement, whichever is sooner. (¶3)

"PAGA Employee": all Class Members that worked at any time during the PAGA Period. It is stipulated by the Parties that, for purposes of this Settlement, all PAGA Employees are

"aggrieved employees" as defined pursuant to PAGA. PAGA Employees cannot opt out of the settlement of the PAGA claim. (§11)

"PAGA Period: August 12, 2019 through July 22, 2021, or the date upon which the Court grants preliminary approval of this Settlement, whichever is sooner. (§10)

The parties agree to certification for purposes of settlement. (§19)

C. Terms of Settlement Agreement

The essential terms are:

- The Gross Settlement Amount ("GSA") is \$520,000, non-reversionary. (§26.c)
 - o Escalator Clause: Defendant represents that the number of Class Members is approximately one hundred twenty (120) and the number of workweeks worked in the Class Period for those Class Members is approximately seventeen thousand six hundred (17,600.00). If it is later determined that, on the date of preliminary approval, the number of workweeks is more than 10% greater than the estimated number of workweeks on June 22, 2021, the Gross Settlement Amount shall be increased by one percent for each percent over the 10% threshold that the actual number of workweeks exceeds the estimated number of workweeks (if the number of workweeks increases by 11%, the Gross Settlement will increase 1%), (the "Escalator Clause"). (§26.d)
- The Net Settlement Amount ("Net") (\$254,166.67) is the GSA minus the following:
 - o Up to \$173,333.33 (33 1/3%) for attorney fees (§26.m);
 - o Up to \$15,000 for litigation costs (Ibid.);
 - o Up to \$7,500 for a service award to the Named Plaintiff (§26.n);
 - o Up to \$25,000 for settlement administration costs (§26.p);and
 - o Payment of \$45,000 (75% of \$60,000 PAGA penalty) to the LWDA (§9).
- Defendant will be separately responsible for any employer payroll taxes required by law, including the employer FICA, FUTA, and SDI contributions. (§26.h)
- No Claim Form. Class Members will not have to submit a claim form in order to receive their settlement payment. (§26.f)
- Response Deadline. "Response Deadline" means the date sixty (60) days after the Settlement Administrator initially mails the

Notice to Settlement Class Members and the last date on which Settlement Class Members may submit a request for exclusion or written objection to the Settlement. In the case of a re-mailed Notice, the Response Deadline will be the later of 60 calendar days after initial mailing or 14 calendar days from re-mailing. (§7) The deadline also applies to the submission of workweek disputes. (§26.s)

- o Class Members Cannot Exclude Themselves from the Released PAGA Claims: Class Members submitting a Request for Exclusion will nevertheless receive their pro-rata share of the PAGA Settlement Payment. (§26.u)

- o If 10% or more of the Class Members opt out of this Settlement, then Defendant in its sole discretion may terminate, nullify and void this Settlement. (§42)

- Individual Settlement Payment Calculation. Each Settlement Class Member (i.e., those Class Members who do not opt out of the Class Settlement) will be paid a pro-rata share of the Net Settlement Amount, less the PAGA Settlement Payments totaling \$15,000, as calculated by the Settlement Administrator. The pro-rata share will be determined by comparing the individual Settlement Class Member's Covered Workweeks employed during the Class Period in California to the total Covered Workweeks of all the Settlement Class Members during the Class Period as follows:
$$\frac{\text{[Workweeks worked by a Settlement Class Member]}}{\text{[Sum of all Covered Workweeks worked by all Settlement Class Members]}} \times \text{[Net Settlement Amount - all PAGA Settlement Payments]} = \text{individual Settlement Payment for a Settlement Class Member. (§26.i)}$$

- o PAGA Payments. PAGA Settlement Payments will be paid out of the Net Settlement Amount. Each PAGA Employee will be paid a pro-rata share of the PAGA Employees' PAGA Settlement Payment, as calculated by the Settlement Administrator. Class Members will not be permitted to exclude themselves from this portion of the Settlement. The pro-rata share will be determined by comparing the individual PAGA Employees' PAGA Pay Periods during the PAGA Period to the total PAGA Pay Periods of all the PAGA Employees during the PAGA Period as follows:
$$\frac{\text{[PAGA Pay Periods worked by a PAGA Employee]}}{\text{[Sum of all PAGA Pay Periods worked by all PAGA Employees]}} \times \text{[PAGA Settlement Payment to Employees, i.e. \$15,000]} = \text{individual PAGA Employee's portion of the PAGA Settlement Payment. (§26.j)}$$

- o Tax Allocation. 30% to wages and 70% to penalties and interest. The PAGA Settlement Payment shares to PAGA Employees will be entirely allocated to penalties. (§26.k)

- Funding of Settlement. Defendant will fund the settlement account within twenty-one (21) calendar days of the Effective Date of the Settlement provided that the Settlement Administrator has provided the Parties with an accounting of the

amounts to be paid by Defendant pursuant to the terms of this Settlement. (§26.q)

- Uncashed Checks. Settlement Payment checks shall remain valid and negotiable for 180 calendar days from the date of their issuance. (§34) Funds from un-cashed or abandoned Settlement Payment checks, based on a 180-day void date, shall be transmitted to the California State Controller's Office for Unclaimed Property in the name of each Class Member who failed to cash their Settlement Payment check prior to the void date. (§35)
- Phoenix Class Action Administration Solutions will perform notice and settlement administration. (§27)
- The Settlement Agreement was submitted to the LWDA on August 30, 2021. (Leviant Decl. ISO Prelim, Exhibit 2)
- Notice of Entry of Judgment will be posted on the Settlement Administrator's website. (§30)
- Release by the Class. Upon the final approval by the Court of this Settlement and Defendant's payment of all sums due pursuant to this Settlement, and except as to such rights or claims as may be created by this Settlement, the Class Representatives, the Class and each Class Member who has not submitted a valid and timely request for exclusion as to claims other than the PAGA claim, will release claims as follows: (§37)
 - o Identity of Released Parties. The released parties are Defendant, and each of its/their former and present direct and/or indirect owners, dba's, affiliates, parents, subsidiaries, brother and sister corporations, divisions, related companies, successors and predecessors, and current and former employees, attorneys, officers, directors, shareholders, owners, trustees, attorneys, fiduciaries, beneficiaries, subrogees, executors, partners, privies, agents, servants, insurers, representatives, administrators, employee benefit plans, and assigns of said entities (collectively "Releasees"). (§37.a)
 - o Date Release Becomes Effective. The Released Claims will be released upon the later of (1) the Settlement's Effective Date, or (2) the satisfaction of Defendant's obligation to provide to the Settlement Administrator a sum in the amount required to satisfy all required payments and distributions pursuant to this Settlement and the Order and Judgment of final approval. Class Members will not release the Released Claims or Released PAGA Claims until both the Effective Date of the Settlement has occurred, and Defendant has paid all amounts owing under the Settlement. (§37.b)
 - o Claims Released by Settlement Class Members. Each and every Class Member, on behalf of himself or herself and his or her

heirs and assigns, unless he or she has submitted a timely and valid Request for Exclusion (which will not effectuate an opt-out from the release of Released PAGA Claims), hereby releases Releasees from the following claims for the entire Class Period: (¶37.c)

- any and all claims stated in the Complaint, or that could have been stated based on the facts alleged in the Complaint, implicitly or explicitly, including but not limited to state wage and hour claims (including all claims under the California Labor Code) for unpaid wages, minimum wage, overtime, off-the-clock work, meal periods, rest periods, wage statement violations, interest, penalties, and attorneys' fees, waiting time penalties, withholding from wages and the related provisions of the Labor Code including but limited to Labor Code §§ 201-204, 210, 216, 218.6, 226, 226.3, 226.7, 510, 512, 512.5, 558, 1194, 1194.2, 1198, derivative claims under California Business & Professions Code §§ 17200 et seq., and all claims under the governing Wage Order ("Released Claims"); (¶37.c.1)

- as to any Class Member who cashes their Settlement Payment, the signing and negotiation of that check shall serve as the Class Member's consent to join the action for purposes of releasing claims arising under the Fair Labor Standards Act that are related to the claims stated in the Complaint, implicitly or explicitly; and (¶37.c.2)

- Opt-in to Release Under Fair Labor Standards Act: Settlement Class Members will be advised that they will opt in to a settlement of claims for unpaid compensation under the Fair Labor Standards Act ("FLSA") by cashing or otherwise depositing the check for their Settlement Class Payment. This will be set forth in the Notice. (¶26.y)

- 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 (Exhibit B) and any Complaint in this matter (i.e., the Released PAGA Claims). (¶37.c.3)

- "Released PAGA Claims" means all claims asserted through California Labor Code §§ 2698, et seq., that were identified by the PAGA Representative in the Notice to the LWDA and are alleged in the Complaint. (¶14)

- "Released PAGA Claims Period" means the period between August 12, 2019 through July 22, 2021, or the date upon which the Court grants preliminary approval of this Settlement, whichever is sooner. (¶15)

o Named Plaintiff will additionally provide a general release and §1542 waiver. (¶26.n)

II.
DISCUSSION

A. Does a Presumption of Fairness Exist?

1. Was the settlement reached through arm's-length bargaining? Yes. On June 22, 2021, the Parties mediated before Kelly Knight and agreed to the basic terms of a proposed settlement, signing a Memorandum of Understanding. The Parties subsequently finalized the Settlement Agreement. (Declaration of H. Scott Leviant ("Leviant Decl.") ISO Prelim ¶8.)

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Yes. Class Counsel represents that they conducted informal discovery and investigation that included, inter alia, the exchange of informal data and discoverable information in preparation for the mediation session. The Parties analyzed payroll and other data pertaining to Plaintiff and the Settlement Class during the relevant Settlement Period, including but not limited to the numbers of former and current members of each purported subclass within the Settlement Class, average workweeks, and average rate of hourly pay. In addition, Defendant also provided documents reflecting their wage and hour policies and practices during the Settlement Period and information regarding the total number of current and former employees in the Settlement Class. (Id. at ¶6.)

3. Is counsel experienced in similar litigation? Yes. Class Counsel is experienced in class action litigation. (Id. at ¶¶ 21-25.)

4. What percentage of the class has objected? Zero objectors. (Declaration of Taylor Mitzner ("Mitzner Decl.") ¶9.)

The Court concludes that the settlement is entitled to a presumption of fairness.

B. Is the Settlement Fair, Adequate, and Reasonable?

1. Strength of Plaintiff's case. "The most important factor is the strength of the case for plaintiff on the merits, balanced against the amount offered in settlement." (Kullar v. Foot Locker Retail, Inc. (2008) 168 Cal.App.4th 116, 130.)

Counsel provided the following estimated recovery:

Violation	Maximum Exposure	Realistic Exposure
Unpaid Wages Due to Rounding	\$182,676.00	\$137,007.00
Unpaid Wages Due to Off-the-Clock Work and Unpaid Overtime Due to Regular Rate Improper Calculation	\$50,149.80	\$6,268.73
Meal Periods	\$746,154.80	\$149,230.96
Rest Breaks	\$374,109.20	\$18,705.46
Late Pay Penalties Under Labor Code § 203	\$229,097.00	\$22,909.70
Wage Statement Violations	\$267,250.00	\$26,725.00
PAGA Penalties	\$1,357,000.00	\$135,700.00
Total	\$3,206,436.80	\$496,546.85

(Leviant Decl. ISO Prelim ¶18.)

2. Risk, expense, complexity and likely duration of further litigation. Given the nature of the class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.

3. Risk of maintaining class action status through trial. Even if a class is certified, there is always a risk of decertification. (Weinstat v. Dentsply Intern., Inc. (2010) 180 Cal.App.4th 1213, 1226 ("Our Supreme Court has recognized that trial courts should retain some flexibility in conducting class actions, which means, under suitable circumstances, entertaining successive motions on certification if the court subsequently discovers that the propriety of a class action is not appropriate.").)

4. Amount offered in settlement. Plaintiff calculated Defendant's maximum exposure at \$3,206,436.80 and realistic exposure at \$496,546.85. The \$520,000 settlement amount represents approximately 16.22% of Defendant's maximum potential damages and 105% of Defendant's maximum potential damages which, given the uncertain outcomes, and Defendant's financial condition, is within the "ballpark of reasonableness." The settlement amount, after the requested deductions, leaves approximately \$262,819.92 to be divided among approximately 119

participating class members. The resulting payments will average approximately \$2,208.57 per class member.

5. Extent of discovery completed and stage of the proceedings. As indicated above, at the time of the settlement, Class Counsel had conducted sufficient discovery.

6. Experience and views of counsel. The settlement was negotiated and endorsed by Class Counsel who, as indicated above, is experienced in class action litigation, including wage and hour class actions.

7. Presence of a governmental participant. This factor is not applicable here.

8. Reaction of the class members to the proposed settlement.

Number of class members: 120 (Mitzner Decl. ¶3.)
Number of notice packets mailed: 120 (Id. at ¶5.)
Number of undeliverable notices: 0 (Id. at ¶7.)
Number of opt-outs: 1 (Id. at ¶8.)
Number of objections: 0 (Id. at ¶9.)
Number of Participating Class Members: 119
Average individual payment: \$2,208.57 [\$262,819.92 Net +
119]
Highest estimated payment: \$4,099.99 (Id. at ¶11.)

The Court concludes that the settlement is "fair, adequate, and reasonable."

C. Attorney Fees and Costs

Class Counsel requests an award of \$173,333.33 in fees and \$10,846.75 in costs. (Leviant Decl. ISO Final ¶32.) The Settlement Agreement provides for fees up to \$173,333.33 (33 1/3%) and costs up to \$15,000 (¶26.m).

"Courts recognize two methods for calculating attorney fees in civil class actions: the lodestar/multiplier method and the percentage of recovery method." (Wershba v. Apple Computer, Inc. (2001) 91 Cal.App.4th 224, 254.) Here, class counsel requests attorney fees using the percentage method. (Motion for Final Approval at pgs. 15-18.) In common fund cases, the Court may employ a percentage of the benefit method, as cross-checked against the lodestar. (Laffitte v. Robert Half Int'l, Inc. (2016) 1 Cal.5th 480, 503. The fee request represents one-third

of the gross settlement amount which is the average generally awarded in class actions. (See In re Consumer Privacy Cases (2009) 175 Cal.App.4th 545, 558, fn. 13 [“Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery.”].)

Class Counsel has provided information, summarized below, from which the lodestar may be calculated:

Attorney	Hours	Rate	Totals
H. Scott Leviant	97.2	\$795	\$77,274.00
Kane Moon	23.7	\$650	\$15,405.00
Lilit Tunyan	34.9	\$350	\$12,215.00
Ani Martirosian	2.3	\$300	\$690.00
Totals			\$105,584.00

(Leviant Decl. ISO Final ¶32.)

Counsel’s unadjusted lodestar is higher than the percentage-based fee request, which would require the application of an approximate 1.6x multiplier to reach the requested fees.

Here, the \$173,333.33 fee request represents a reasonable percentage of the total funds paid by Defendant. Notice of the fee request was provided to class members in the notice packet and no one objected. (Mitzner Decl. ¶9, Exhibit A thereto.)

As for costs, Class Counsel is requesting \$10,846.75 for its actual costs. (Leviant Decl. ISO Final ¶32.) This is lower than the \$15,000 cap provided in the Settlement Agreement (¶26.m), for which Class Members were given notice and did not object. (Mitzner Decl. ¶9, Exhibit A thereto.) The costs listed include mediation (\$4,650), Berger Consulting (\$2,950), and complaint filing fee (\$1,435). (Leviant Decl. ISO Final, Exhibit 2.) The costs appear to be reasonable in amount and reasonably necessary to this litigation.

Based on the above, the court awards \$173,333.33 for attorneys’ fees and \$10,846.75 for attorneys’ costs.

D. Claims Administration Costs

The settlement administrator, Phoenix Settlement Administrators, is asking for \$5,500 for costs of administering the settlement. (Mitzner Decl. ¶13.) This is less than the estimated cost of \$25,000 provided for in the Settlement

Agreement (¶26.p) and disclosed to Class Members in the Notice (Mitzner Decl., Exhibit A).

Based on the above, the court awards costs in the amount of \$5,500.

E. Incentive Award to Class Representative

Plaintiff Jaime Alejandro Fuentes seeks an enhancement award of \$7,500 for his contributions to the action. (Leviant Decl. ISO Final ¶33.) In connection with the final fairness hearing, named Plaintiffs must submit declarations attesting to why they should be entitled to an enhancement award in the proposed amount. The named Plaintiffs must explain why they "should be compensated for the expense or risk he has incurred in conferring a benefit on other members of the class." (Clark v. American Residential Services LLC (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with "nothing more than pro forma claims as to 'countless' hours expended, 'potential stigma' and 'potential risk.' Significantly more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiffs, is required in order for the trial court to conclude that an enhancement was 'necessary to induce [the named plaintiff] to participate in the suit'" (Id. at 806-807, italics and ellipsis in original.)

Plaintiff represents that his contributions to this action include: reviewing and providing documents to his counsel, identifying potential witnesses, and reviewing the settlement agreement. He estimates spending over 30 hours on the case. (Declaration of Jaime Alejandro Fuentes ¶¶ 14-19.)

Based on the above, the court awards a reduced enhancement award in the requested amount of \$5,000.

IV.
CONCLUSION

Based upon the foregoing, the Court orders that:

1) The Parties' Motion for Final Approval of Class Action Settlement is GRANTED as the settlement is fair, adequate, and reasonable.

2) The essential terms are:

- A. The Gross Settlement Amount ("GSA") is \$520,000.
- B. The Net Settlement Amount ("Net") \$256,666.67 is the GSA minus the following:
- a. \$173,333.33 (33 1/3%) for attorney fees to Class Counsel, Moon & Yang, APC;
 - b. \$10,846.75 for litigation costs to Class Counsel;
 - c. \$5,000 for a service award to the class representative, Jaime Alejandro Fuentes;
 - d. \$5,500 for settlement administration costs to Phoenix Settlement Administrators;
 - e. \$45,000 (75% of \$60,000 PAGA penalty) (to the LWDA; and
- C. Plaintiffs release of Defendants from claims described herein.
- 3) By January 25, 2023, Class Counsel must file a Final Report re: Distribution of the Settlement Funds.
- 4) Court sets Non-Appearance Case Review for February 1, 2023, 8:30 AM, Department 9.

CLERK TO GIVE NOTICE TO ALL PARTIES.

IT IS SO ORDERED.

DATED: January 25, 2022

YVETTE M. PALAZUELOS

YVETTE M. PALAZUELOS
JUDGE OF THE SUPERIOR COURT

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

JAN 25 2022

Sherri R. Carter, Executive Officer/Clerk of Court
By: Roxanne Arraiga, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

12	JAIME ALEJANDRO FUENTES,)	Case No.: 20STCV31099
13	individually, and on behalf of)	
14	all others similarly situated,)	
15)	
16	Plaintiff,)	
17)	JUDGMENT
18	vs.)	
19)	
20	ACTRON MANUFACTURING, INC., a)	
21	California corporation; and)	
22	DOES 1 through 10, inclusive,)	
23)	
24	Defendants.)	
25)	

The Court finds as follows:

A. The Court granted preliminary approval of the Joint Stipulation of Class Action Settlement ("Settlement Agreement") and certified a provisional settlement class on September 24, 2021.

1 B. The Court granted final approval of the Settlement
2 Agreement on January 25, 2022, certified the settlement class
3 with one opt-out (Russell Allard), and found that the Settlement
4 Agreement was fair, adequate and reasonable.

5 C. The Court defined the following:

6 "Class" or "Class Members": All non-exempt employees of
7 Defendant who worked in California during the Class Period.

8 "Settlement Class Members" are those Class Members who do not
9 submit timely exclusion requests to the Settlement
10 Administrator. Defendant's best estimate is that the Class
11 included approximately 120 individuals on June 22, 2021.

12 "Class Period": August 14, 2016 through July 22, 2021, or
13 the date upon which the Court grants preliminary approval of
14 this Settlement, whichever is sooner.

15 "PAGA Employee": all Class Members that worked at any time
16 during the PAGA Period. It is stipulated by the Parties that,
17 for purposes of this Settlement, all PAGA Employees are
18 "aggrieved employees" as defined pursuant to PAGA. PAGA
19 Employees cannot opt out of the settlement of the PAGA claim.

20 "PAGA Period: August 12, 2019 through July 22, 2021, or
21 the date upon which the Court grants preliminary approval of
22 this Settlement, whichever is sooner.

23
24 IT IS ORDERED, ADJUDGED AND DECREED as follows:
25

1 1. Plaintiff Jaime Alejandro Fuentes shall take from
2 Defendant Actron Manufacturing, Inc., as set forth in the
3 Parties' Settlement Agreement and the Court's Approval Order
4 entered January 25, 2022.

5 2. Defendants shall pay Plaintiffs the Gross Settlement
6 Amount of \$520,000. The Net Settlement Amount (\$256,666.67) is
7 the Gross Settlement Amount minus the following:

8 a. \$173,333.33 (33 1/3%) for attorney fees to Class
9 Counsel, Moon & Yang, APC;

10 b. \$10,846.75 for litigation costs to Class Counsel;

11 c. \$5,000 for a service award to the class
12 representative, Jaime Alejandro Fuentes;

13 d. \$5,500 for settlement administration costs to
14 Phoenix Settlement Administrators; and

15 e. \$45,000 (75% of \$60,000 PAGA penalty) (to the
16 LWDA.
17

18 3. Upon the final approval by the Court of this
19 Settlement and Defendant's payment of all sums due pursuant to
20 this Settlement, and except as to such rights or claims as may
21 be created by this Settlement, the Class Representatives, the
22 Class and each Class Member who has not submitted a valid and
23 timely request for exclusion as to claims other than the PAGA
24 claim, will release claims as follows:
25

1 Identity of Released Parties. The released parties are
2 Defendant, and each of its/their former and present direct
3 and/or indirect owners, dba's, affiliates, parents,
4 subsidiaries, brother and sister corporations, divisions,
5 related companies, successors and predecessors, and current and
6 former employees, attorneys, officers, directors, shareholders,
7 owners, trustees, attorneys, fiduciaries, beneficiaries,
8 subrogees, executors, partners, privies, agents, servants,
9 insurers, representatives, administrators, employee benefit
10 plans, and assigns of said entities (collectively "Releasees").
11

12 Date Release Becomes Effective. The Released Claims will be
13 released upon the later of (1) the Settlement's Effective Date,
14 or (2) the satisfaction of Defendant's obligation to provide to
15 the Settlement Administrator a sum in the amount required to
16 satisfy all required payments and distributions pursuant to this
17 Settlement and the Order and Judgment of final approval. Class
18 Members will not release the Released Claims or Released PAGA
19 Claims until both the Effective Date of the Settlement has
20 occurred, and Defendant has paid all amounts owing under the
21 Settlement.
22

23 Claims Released by Settlement Class Members. Each and every
24 Class Member, on behalf of himself or herself and his or her
25 heirs and assigns, unless he or she has submitted a timely and
valid Request for Exclusion (which will not effectuate an opt-

1 out from the release of Released PAGA Claims), hereby releases
2 Releasees from the following claims for the entire Class Period:

3 Any and all claims stated in the Complaint, or that
4 could have been stated based on the facts alleged in the
5 Complaint, implicitly or explicitly, including but not limited
6 to state wage and hour claims (including all claims under the
7 California Labor Code) for unpaid wages, minimum wage, overtime,
8 off-the-clock work, meal periods, rest periods, wage statement
9 violations, interest, penalties, and attorneys' fees, waiting
10 time penalties, withholding from wages and the related
11 provisions of the Labor Code including but limited to Labor Code
12 §§ 201-204, 210, 216, 218.6, 226, 226.3 , 226.7, 510, 512,
13 512.5, 558, 1194, 1194.2, 1198, derivative claims under
14 California Business & Professions Code §§ 17200 et seq., and all
15 claims under the governing Wage Order ("Released Claims");

17 As to any Class Member who cashes their Settlement
18 Payment, the signing and negotiation of that check shall serve
19 as the Class Member's consent to join the action for purposes of
20 releasing claims arising under the Fair Labor Standards Act that
21 are related to the claims stated in the Complaint, implicitly or
22 explicitly; and

23 Opt-in to Release Under Fair Labor Standards Act:
24 Settlement Class Members will be advised that they will opt in
25 to a settlement of claims for unpaid compensation under the Fair

1 Labor Standards Act ("FLSA") by cashing or otherwise depositing
2 the check for their Settlement Class Payment. This will be set
3 forth in the Notice.

4 In addition, as to all Class Members employed during
5 the Released PAGA Claims Period, whether requesting exclusion
6 from the Settlement or not, claims arising under the Private
7 Attorneys General Act of 2004, Labor Code § 2698 et seq., to the
8 extent asserted in Plaintiff's administrative exhaustion letter
9 submitted to the LWDA (Exhibit B) and any Complaint in this
10 matter (i.e., the Released PAGA Claims).

11 "Released PAGA Claims" means all claims asserted through
12 California Labor Code §§ 2698, et seq., that were identified by
13 the PAGA Representative in the Notice to the LWDA and are
14 alleged in the Complaint.

15 "Released PAGA Claims Period" means the period between
16 August 12, 2019 through July 22, 2021, or the date upon which
17 the Court grants preliminary approval of this Settlement,
18 whichever is sooner.

19 Named Plaintiff Jaime Alejandro Fuentes provides a general
20 release and §1542 waiver.

21
22 4. All uncashed settlement checks, plus interest, must be
23 delivered to the California State Controller's Unclaimed
24 Property Division in the name of the Class Member/Aggrieved
25 Employee who did not cash his or her check.

