

FILED  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF SAN BERNARDINO  
SAN BERNARDINO DISTRICT

OCT 20 2021

BY   
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**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SAN BERNARDINO**

MAYRA CORTES, as an individual and on  
behalf of all others similarly situated,  
  
Plaintiff,

vs.

WETMORE TOOL AND ENGINEERING  
COMPANY, a Delaware corporation; and  
DOES 1 through 100, inclusive,

Defendants.

Case No.: CIVDS2016160

[Assigned for all purposes to the Hon. David  
Cohn, Dept. S-26]

**[PROPOSED] FINAL JUDGMENT**

Date: October 20, 2021  
Time: 10:00 a.m.  
Dept.: S-26

**Concurrently filed with:**

- ❖ Plaintiff's Notice of Motion and Motion for Final Approval of Class Action Settlement, Class Representative's Service Award, and Attorneys' Fees and Costs; MPA in Support Thereof
- ❖ Declaration of Elizabeth Nguyen
- ❖ Declaration of Scott M. Lidman
- ❖ Declaration of Milan Moore
- ❖ Declaration of Paul K. Haines
- ❖ Declaration of Plaintiff Mayra Cortes
- ❖ Declaration of Elizabeth Kruckenberg
- ❖ Proposed Order Granting Plaintiff's Motion for Final Approval

Action Filed: July 23, 2020  
Trial Date: None Set

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1 This matter came on regularly for hearing before this Court on October 20, 2021, pursuant to  
2 California Rule of Court 3.769 and this Court's June 14, 2021 Order Granting Preliminary Approval of  
3 Class Action Settlement ("Preliminary Approval Order"). Having considered the parties' Stipulation of  
4 Settlement (referred to hereinafter as "Settlement" or "Settlement Agreement")<sup>1</sup> and the documents and  
5 evidence presented in support thereof, and the submissions of counsel, the Court hereby ORDERS and  
6 enters JUDGMENT as follows:

7 1. Final judgment ("Judgment") in this matter is hereby entered in conformity with the  
8 Settlement, the Preliminary Approval Order, and this Court's Order Granting Final Approval of Class  
9 Action Settlement. The Settlement Class is defined as:

10 All current and former non-exempt, hourly, employees of Defendant Wetmore Tool  
11 and Engineering Company who worked in California at any time between July 23,  
12 2016 and June 14, 2021.

13 2. For purposes of the Settlement, the "PAGA Employees" is defined as: all current and  
14 former non-exempt, hourly, employees of Defendant Wetmore Tool and Engineering Company who  
15 worked in California at any time between July 23, 2019 and June 14, 2021 ("PAGA Period").

16 3. Plaintiff Mayra Cortes is hereby confirmed as Class Representative, and Scott M.  
17 Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC and Paul K. Haines of Haines Law  
18 Group, APC are hereby confirmed as Class Counsel.

19 4. Notice was provided to the Settlement Class as set forth in the Settlement. The form and  
20 manner of notice were approved by the Court on June 14, 2021, and the notice process has been  
21 completed in conformity with the Court's Order. The Court finds that said notice was the best notice  
22 practicable under the circumstances. The Notice Packet provided due and adequate notice of the  
23 proceedings and matters set forth therein, informed Settlement Class members of their rights, and fully  
24 satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court  
25 3.769, and due process.

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28 <sup>1</sup> Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to  
them in the Settlement.

1           5.     The Court finds that no Settlement Class member objected to the Settlement and no  
2 Settlement class member has opted out of the Settlement, and that the 100% participation rate in the  
3 Settlement supports final approval.

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

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

16           8.     The Court orders that Wetmore Tool and Engineering Company deliver the Gross  
17 Settlement Amount of \$990,000.00 to Phoenix Settlement Administrators, the Settlement  
18 Administration as provided for in the Settlement.

19           9.     The Court finds that the settlement payments, as provided for in the Settlement, are fair,  
20 reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments  
21 in conformity with the terms of the Settlement.

22           10.    The Court finds that a service award in the amount of \$10,000.00 for Plaintiff Mayra  
23 Cortes (of which \$5,000 is specifically designated in the Settlement as consideration for Plaintiff's  
24 agreement to separate her employment) is appropriate for her risks undertaken and service to the  
25 Settlement Class. The Court finds that this award is fair, reasonable, and adequate, and orders that the  
26 Settlement Administrator make this payment in conformity with the terms of the Settlement.

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1           11.     The Court finds that attorneys' fees in the amount of \$330,000.00, and actual litigation  
2 costs of \$10,320.31 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement  
3 Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

4           12.     The Court orders that the Settlement Administrator shall be paid \$8,250.00 from the  
5 Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and  
6 finds that sum appropriate.

7           13.     The Court finds that the payment to the California Labor & Workforce Development  
8 Agency ("LWDA") in the amount of \$37,500.00 for its share of the settlement of Plaintiff's  
9 representative action under the California Labor Code Private Attorneys General Act ("PAGA") is fair,  
10 reasonable, and adequate, and orders the Settlement Administrator to distribute this payment to the  
11 LWDA in conformity with the terms of the Settlement.

12           14.     Pursuant to the terms of the Settlement, the employer's share of payroll taxes for the  
13 portion of the Net Settlement Amount allocated to wages shall be paid by Wetmore Tool and  
14 Engineering Company, separately, and in addition to, the Gross Settlement Amount.

15           15.     The Court finds and determines that upon satisfaction of all obligations under the  
16 Settlement and this Order, all Settlement Class members will be bound by the Settlement, will have  
17 released the Released Claims as set forth in the Settlement, and will be permanently barred from  
18 prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

19           16.     Upon satisfaction of all obligations under the Settlement and the Final Approval Order,  
20 by virtue of this Judgment, Plaintiff and every member of the Settlement Class will fully and forever  
21 completely release and discharge Wetmore, and all of its past and present officers, directors,  
22 shareholders, managers, employees, agents, principals, heirs, representatives, accountants, auditors,  
23 consultants, and its respective successors and predecessors in interest, subsidiaries, affiliates, parents  
24 and attorneys (collectively the "Released Parties"), from all claims, demands, rights, liabilities and  
25 causes of action that were pled or could have reasonably be plead based on the factual allegations in any  
26 of the Complaints in the Action that arose during the Class Period with respect to the following claims:  
27 (a) failure to pay all minimum wages owed; (b) failure to pay overtime wages owed; (c) failure to provide  
28 meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest

1 periods, or premium pay for non-compliant rest periods; (e) failure to issue accurate, itemized wage  
2 statements; (f) failure to timely pay all wages due upon separation of employment; and (g) all claims for  
3 unfair business practices that could have been premised on the facts, claims, causes of action or legal  
4 theories described above (collectively, the “Released Claims”). The time period of the Released Claims  
5 shall be the same time as the Class Period.

6 17. All PAGA Employees will release the Released Parties, from all claims, demands, rights,  
7 liabilities and causes of action under the California Labor Code Private Attorneys General Act of 2004  
8 as alleged on the operative complaint based on the (a) failure to pay all overtime wages owed; (b) failure  
9 to pay minimum wages owed; (c) failure to provide meal periods, or premium pay for non-compliant  
10 meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest  
11 periods; (e) failure to issue accurate, itemized wage statements; and (f) failure to pay all wages due upon  
12 separation of employment (collectively, “PAGA Released Claim”). The time period of the PAGA  
13 Released Claim is the PAGA Period.

14 18. In light of the Class Representative Service Award, Plaintiff agrees to release, in addition  
15 to the Released Claims described above, all claims, whether known or unknown, under federal law or  
16 state law against the Released Parties. Notwithstanding the foregoing, Plaintiff understands that this  
17 release includes unknown claims, which includes waiving all rights and benefits afforded by Section  
18 1542 of the California Civil Code, which provides:

19 **A general release does not extend to claims that the creditor or releasing**  
20 **party does not know or suspect to exist in his or her favor at the time of**  
21 **executing the release, and that if known by him or her would have**  
22 **materially affected his or her settlement with the debtor or released party.**

23 Notwithstanding the above, nor anything else in the Settlement, the waiver and release in the  
24 Settlement does not apply to (i) those rights that as a matter of law cannot be waived, including, but not  
25 limited to, workers’ compensation claims; and (ii) rights or claims arising out of this Settlement  
26 Agreement. This Judgment in no way affects benefits to be received by Plaintiff in workers’ compensation  
27 pursuant to the jurisdiction of workers’ compensation.  
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1 19. The releases identified herein will only be effective on the date that Defendant fully funds  
2 the Gross Settlement Amount.

3 20. This document shall constitute a final judgment pursuant to California Rule of Court  
4 3.769(h), which provides, "If the court approves the settlement agreement after the final approval  
5 hearing, the court must make and enter judgment. The judgment must include a provision for the  
6 retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court may  
7 not enter an order dismissing the action at the same time as, or after, entry of judgment."

8 21. The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order,  
9 and this Judgment.

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11 **JUDGMENT IS SO ENTERED.**

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13 Dated: 10/20, 2021

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16 Honorable David Cohn  
17 Judge of the Superior Court  
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