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Superior Court of California
County of Los Angeles

NOV 30 2021

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	DONALD PRECIADO, OSCAR)	Case No. : 19STCV35555
13	SEPULVEDA, and JOSE GODINES)	
14	OCHOA, as individuals, and on)	
15	behalf of all others similarly)	
16	situated,)	
17)	JUDGMENT
18	Plaintiff,)	
19)	
20	vs.)	
21)	
22	DASCO ENGINEERING CORPORATION,)	
23	a California company; and DOES)	
24	1 through 100,)	
25)	
	Defendants.)	
)	
)	

The Court finds as follows:

A. The Court granted preliminary approval of the Revised Settlement Agreement ("Settlement Agreement") and certified a provisional settlement class on April 27, 2021.

1 B. The Court granted final approval of the Settlement
2 Agreement on November 19, 2021, certified the settlement class
3 with no opt-outs, and found that the Settlement Agreement was
4 fair, adequate and reasonable.

5 C. The Court defined:

6 The settlement class as "all current and former non-exempt
7 employees who have worked for Defendant DASCO Engineering
8 Corporation in California during the time period of October 4,
9 2015 through June 30, 2020."

10 PAGA Employees as "all current and former non-exempt
11 employees who have worked for Defendant in California during the
12 PAGA Period, September 20, 2018 to June 30, 2020.

13 IT IS ORDERED, ADJUDGED AND DECREED as follows:

14 1. Plaintiffs Donald Preciado, Oscar Sepulveda, and Jose
15 Godines Ochoa, as individuals, and on behalf of all others
16 similarly situated, shall take from Defendant Dasco Engineering
17 Corporation as set forth in the Parties' Settlement Agreement
18 and the Court's Approval Order entered November 19, 2021.

19 2. Defendants shall pay Plaintiffs the Gross Settlement
20 Amount ("GSA") of \$750,000. The Net Settlement Amount ("Net")
21 (\$441,642.83) is the GSA minus the following:

22 a. \$250,000 (1/3) (33%) for attorney fees to class
23 counsel, Haines Law Group, APC;

24 b. \$20,607.17 for litigation costs to class counsel;

1 c. \$15,000 total as enhancement awards to the class
2 representatives [\$5,000 x 3 Plaintiffs Donald Preciado, Oscar
3 Sepulveda, and Jose Godines Ochoa];

4 d. \$7,750 for settlement administration costs to Phoenix
5 Settlement Administrators; and

6 e. \$15,000 (75% of \$20,000 PAGA penalty) to the LWDA.

7 3. As of the Final Effective Date and only upon
8 Defendant's complete funding of the Gross Settlement Amount,
9 Plaintiffs and every member of the Settlement Class (except
10 those who opt out) fully release and discharge Defendant, and
11 all of its past and present divisions, d/b/a's, parents,
12 subsidiaries, predecessors, successors, assigns, and their
13 respective shareholders, owners, officers, directors, employees,
14 agents, trustees, attorneys, insurers, representatives,
15 administrators, fiduciaries, beneficiaries, subrogees,
16 executors, partners, and privies (collectively the "Released
17 Parties"), as follows: Settlement Class members will release
18 all claims, causes of action, and legal theories alleged or
19 which could have been alleged based on the facts in the
20 operative SAC, including: (i) failure to pay all overtime wages
21 (Labor Code §§ 204, 510, 558, 1194, 1198); (ii) minimum wage
22 violations (Labor Code §§ 1182.12, 1194, 1194.2, 1197); (iii)
23 meal period violations (Labor Code §§ 226.7 and 512); (iv) rest
24 period violations (Labor Code §§ 226.7 and 516); (v) failure to
25

1 provide accurate itemized wage statements (Labor Code § 226 et
2 seq.); (vi) waiting time penalties (Labor Code §§ 201-03); and
3 (vii) unlawful deductions from wages (Labor Code §§ 221-23);
4 (viii) claims for or under Business and Professions Code §
5 17200; (ix) penalties under the Labor Code Private Attorneys
6 General Act of 2004 ("PAGA") based on any of the above claims,
7 during the Class Period; and all damages, penalties, interest,
8 costs (including attorney's fees), and other amounts recoverable
9 under said claims or causes of action as to the facts and legal
10 theories alleged or which could have been alleged in the SAC
11 (collectively, the "Released Claims"). The period of the Release
12 shall extend to the limits of the Class Period. The res judicata
13 effect of the judgment will be the same as that of the Release.

15 4. Notwithstanding the foregoing, the PAGA settlement and
16 release provisions outlined in subsection (ix) will apply to all
17 Settlement Class members whether or not they exclude themselves
18 from the Settlement. Settlement Class members who were employed
19 by Defendant at any time during the PAGA Period and who submit a
20 valid and timely Request for Exclusion shall still be entitled
21 to their portion of the PAGA Amount described below, and will
22 release all claims for civil penalties under the PAGA that were
23 or could have been alleged based on the claims, causes of action
24 or legal theories of relief pled in the SAC, regardless of
25 whether they submit a valid and timely Request for Exclusion.

