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Superior Court of California
County of Los Angeles

DEC 06 2021

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

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

GILBERTO RODRIGUEZ, as an)	Case No.: 20STCV14711
individual and on behalf of all)	
others similarly situated,)	
)	
Plaintiff,)	JUDGMENT
)	
vs.)	
)	
CARDINAL PAINT AND POWDER,)	
INC., a Nevada corporation; and)	
DOES 1 through 100, inclusive,)	
)	
Defendants.)	
)	
)	

The Court finds as follows:

A. The Court granted preliminary approval of the Settlement Agreement ("Settlement Agreement") and certified a provisional settlement class on August 12, 2021.

1 B. The Court granted final approval of the Settlement
2 Agreement on December 6, 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 as follows:

6 Class Members: all current and former hourly-paid or non-
7 exempt employees who worked for Cardinal Paint and Powder, Inc.
8 and/or Cardinal Industrial Finishes in the state of California
9 at any time during the Class Period.

10 Class Period: April 15, 2016 through the date of
11 Preliminary Approval, or the date on which the Workweeks are
12 equal to or do not exceed 51,750, whichever comes first.

13 PAGA Employees: all Class Members who worked for CARDINAL
14 any time during the PAGA Period.

15 PAGA Period: April 15, 2019 through the date of
16 Preliminary Approval, or the date on which the Workweeks are
17 equal to or do not exceed 51,750, whichever comes first.

18 IT IS ORDERED, ADJUDGED AND DECREED that:

19 1. Plaintiff Gilberto Rodriguez, as an individual and on
20 behalf of all others similarly situated, shall take from
21 Defendant Cardinal Paint and Powder, Inc., a Nevada corporation,
22 as set forth in the Parties' Settlement Agreement and the
23 Court's Approval Order entered December 6, 2021.
24
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1 2. Defendant shall pay Plaintiffs the Gross Settlement
2 Amount (GSA) of \$765,000. The Net Settlement Amount ("Net")
3 \$442,750 is the GSA minus the following:

4 a. \$255,000 (33 1/3%) for attorney fees to Class
5 Counsel, 48% to Haines Law Group, APC, 32% to Lidman Law, APC,
6 and 20% to Mitchell Law Corporation, APC;

7 b. \$13,832.96 for litigation costs to Class Counsel;

8 c. \$5,000 for a service award to the class
9 representative, Gilberto Rodriguez;

10 d. \$9,750 for settlement administration costs to
11 Phoenix Settlement Administrators; and

12 e. \$22,500 (75% of \$30,000 PAGA penalty) to the
13 LWDA.
14

15 3. The releases identified herein shall become effective
16 on the date on which Defendants fully fund the Total Settlement
17 Amount "Effective Date of the Release"). In exchange for the
18 consideration provided by CARDINAL, Settlement Class Members,
19 individually and on behalf of their heirs, estates, trustees,
20 executors, administrators, representatives, agents, successors,
21 and assigns, and anyone claiming through them or acting or
22 purporting to act on their behalf, agree to forever release,
23 discharge, and hold harmless each and all of the Released
24 Parties for the Released Class Claims during the Class Period.
25

1 "Released Class Claims" means all claims actually alleged
2 or that could have been alleged in the Action by Plaintiff, on
3 behalf of himself and the Settlement Class Members, based on the
4 facts alleged in the Action including but not limited to: (1)
5 Violation of California Labor Code §§ 510, 1194 and 1198, and
6 IWC Wage Order 4-2001, § 3 (Unpaid Overtime); (2) Violation of
7 California Labor Code §§ 226.7, 510, 512, 1194, 1197, and IWC
8 Wage Order 4-2001, § 11 (Failure to Provide Meal Periods and
9 Unpaid Meal Period Premiums); (3) Violation of California Labor
10 Code §§ 226.7, 512 and IWC Wage Order 4-2001, § 12 (Failure to
11 Provide Rest Periods and Unpaid Rest Period Premiums); (4)
12 Violation of California Labor Code §§ 1194, 1197, and 1197.1,
13 and IWC Wage Order 4-2001, § 4 (Unpaid Minimum Wages); (5)
14 Violation of California Labor Code §§ 201, 202, and 203 (Final
15 Wages Not Timely Paid); (6) Violation of California Labor Code §
16 204 (Wages Not Timely Paid During Employment); (7) Violation of
17 California Labor Code § 226(a) and IWC Wage Order 4-2001, § 7
18 (Non-Compliant Wage Statements); (8) Violation of California
19 Business & Professions Code §§ 17200, et seq.; (9) failure to
20 pay all minimum and overtime wages due under the Fair Labor
21 Standards Act (29 U.S.C. §201, et seq.); and (10) attorneys'
22 fees and costs of litigation associated with this Action.
23
24

25 "Action" means the operative First Amended Complaint filed
in Los Angeles County Superior Court Case No. 20STCV1471.

1 In exchange for the consideration provided by CARDINAL,
2 PAGA Employees, individually and on behalf of their heirs,
3 estates, trustees, executors, administrators, representatives,
4 agents, successors, and assigns, and anyone claiming through
5 them or acting or purporting to act on their behalf, agree to
6 forever release, discharge, and hold harmless each and all of
7 the Released Parties for the PAGA Release during the PAGA
8 Period.

9
10 "PAGA Release" means PAGA Employees will release and
11 discharge the Released Parties from civil penalties under
12 California Labor Code Private Attorneys General Act of 2004,
13 Labor Code section 2698 et seq., as asserted in the operative
14 complaint that arose during the PAGA Period premised on the
15 facts, claims, causes of action or legal theories that were
16 asserted in the operative complaint and disclosed in the LWDA
17 letter including: (1) Violation of California Labor Code §§ 510
18 and 1198 (Unpaid Overtime); (2) Violation of California Labor
19 Code §§ 226.7 and 512(a) (Failure to Provide Meal Periods and
20 Unpaid Meal Period Premiums); (3) Violation of California Labor
21 Code § 226.7 (Failure to Provide Rest Periods and Unpaid Rest
22 Period Premiums); (4) Violation of California Labor Code §§
23 1194, 1197, and 1197.1 (Unpaid Minimum Wages); (5) Violation of
24 California Labor Code §§ 201 and 202 (Final Wages Not Timely
25 Paid); (6) Violation of California Labor Code § 204 (Wages Not

1 Timely Paid During Employment); (7) Violation of California
2 Labor Code § 226(a) (Non-Compliant Wage Statements); and (8)
3 Violation of California Labor Code § 1174(d) (Failure To Keep
4 Requisite Payroll Records).

5 The Parties agree there is no statutory or other right for
6 any PAGA Employee to opt out or otherwise exclude himself or
7 herself from the settlement and release of the PAGA Claims.

8 Only those Settlement Class Members who cash, deposit, or
9 negotiate an Individual Settlement Payment check will be deemed
10 to have opted into the Settlement and release of the Released
11 Class Claims that arise under the Fair Labor Standards Act
12 ("FLSA"). The Class Notice and Individual Settlement Payment
13 checks will apprise Class Members of this.
14

15 "Released Parties" means (i) Cardinal Paint and Powder,
16 Inc. and Cardinal Industrial Finishes, and their past, present,
17 and future parents, subsidiaries, affiliates, divisions, joint
18 ventures, licensees, franchisees, and any other legal entities,
19 whether foreign or domestic, and (ii) the past, present, and
20 future shareholders, officers, directors, members, investors,
21 agents, employees, consultants, representatives, fiduciaries,
22 insurers, attorneys, legal representatives, predecessors,
23 successors, and assigns of the entities listed in (i).

24 Named Plaintiff Gilberto Rodriguez provides a general
25 release and §1542 waiver.

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

5. Pursuant to California Rules of Court, Rule 3.769(h), the Court retains jurisdiction over the parties with respect to enforcement of this Judgment under California Code of Civil Procedure Section 664.6.

CLERK TO GIVE WRITTEN NOTICE.

DATED: December 6, 2021

YVETTE M. PALAZUELOS

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JUDGE OF THE SUPERIOR COURT