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23 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
24 **FOR THE COUNTY OF SAN BERNARDINO**

25 HUGO TRONCOSO, as an individual and
26 on behalf of all others similarly situated,
27
28 Plaintiff,

vs.

ARANDA TOOLING, INC., a California
corporation; and DOES 1 through 100,
Defendants.

Case No.: CIVDS2014042

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

**~~PROPOSED~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE AWARD,
AND ATTORNEYS' FEES AND COSTS**

Date: March 14, 2022
Time: 10:00 a.m.
Dept.: S-26

Action Filed: July 9, 2020
Trial Date: None

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

MAR 18 2022

BY 
JESSICA MORALES, DEPUTY

FAXED

1 This matter came on regularly for hearing before this Court on March 14, 2022, pursuant to
2 California Rule of Court 3.769 and this Court's November 17, 2021 Order Granting Preliminary
3 Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the parties'
4 Stipulation of Settlement, ("Settlement")¹ and the documents and evidence presented in support thereof,
5 and recognizing the disputed factual and legal issues involved in this case, the risks of further
6 prosecution and the substantial benefits to be received by the Settlement Class pursuant to the
7 Settlement, the Court hereby makes a final ruling that the proposed Settlement is fair, reasonable, and
8 adequate, and is the product of good faith, arm's-length negotiations between the parties. Good cause
9 appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Final Approval of Class Action
10 Settlement and ORDERS as follows:

11 1. The conditional class certification contained in the Preliminary Approval Order is hereby
12 made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class defined
13 as:

14 All current and former non-exempt, hourly employees of Defendant Aranda
15 Tooling, Inc. who worked in California at any time between April 6, 2016 and
16 November 17, 2021.

17 2. Plaintiff Hugo Troncoso is hereby confirmed as Class Representative, and Scott M.
18 Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC and Paul K. Haines of Haines Law
19 Group, APC are hereby confirmed as Class Counsel.

20 3. Notice was provided to the Settlement Class as set forth in the Settlement. The form and
21 manner of notice were approved by the Court on November 17, 2021, and the notice process has been
22 completed in conformity with the Court's Order. The Court finds that said notice was the best notice
23 practicable under the circumstances. The Class Notice provided due and adequate notice of the
24 proceedings and matters set forth therein, informed Settlement Class members of their rights, and fully
25 satisfied the requirements of California Code of Civil Procedure § 1781(e), California Rule of Court
26 3.769, and due process.

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

1 4. The Court finds that no Settlement Class member objected to the Settlement, that one (1)
2 Settlement Class Member has opted out of the Settlement, and that the 99.76% participation rate in the
3 Settlement supports final approval. The name of the valid opt-out is Minor Ralon.

4 5. 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 6. 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 7. The Court finds that given the absence of objections to the Settlement, and objections
17 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

18 8. The Court orders that Defendant Aranda Tooling, Inc. deposit the Gross Settlement
19 Amount of Five Hundred Forty Thousand Dollars and Zero Cents (\$540,000.00) with Phoenix
20 Settlement Administrators ("Phoenix"), the Settlement Administrator as provided for in the Settlement,
21 as follows: i) Phoenix has confirmed in a declaration that first payment of \$180,000.00 was deposited
22 with Phoenix on December 2, 2021, ii) the balance of \$360,000.00 shall be payable by Defendant Aranda
23 Tooling, Inc. in eight (8) equal quarterly installments of \$45,000.00, with the first quarterly installment
24 due within ninety (90) calendar days of Defendant's first payment of \$180,000.00, and each of the
25 remaining seven (7) quarterly installments due within ninety (90) calendar days of the prior installment
26 payment made by Defendant. The Settlement Administrator shall hold all portions of the Gross
27 Settlement Amount for the benefit of the Settlement Class until the time for disbursement after the Gross
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1 Settlement Amount has been fully funded. After the Gross Settlement Amount is fully funded, Phoenix
2 shall disburse the Gross Settlement Amount pursuant to the terms of this Order and the terms of the
3 Settlement.

4 9. Any Settlement funds that remain uncashed after 180 calendar days after they are mailed
5 shall be delivered to the California State Controller's Office – Unclaimed Property Fund in the name of
6 the Settlement Class member.

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

10 11. The Court finds that a service award in the amount of \$5,000.00 for Plaintiff Hugo
11 Troncoso is appropriate for his risks undertaken and service to the Settlement Class. The Court finds
12 that this award is fair, reasonable, and adequate, and orders that the Settlement Administrator make this
13 payment in conformity with the terms of the Settlement.

14 12. The Court finds that attorneys' fees in the amount of \$180,000.00 and litigation costs of
15 \$31,976.85 for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement
16 Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.

17 13. The Court orders that the Settlement Administrator shall be paid \$10,500.00 from the
18 Gross Settlement Amount for all of its work done and to be done until the completion of this matter, and
19 finds that sum appropriate.

20 14. The Court finds that the payment to the California Labor & Workforce Development
21 Agency ("LWDA") in the amount of \$22,500.00 for its share of the settlement of Plaintiff's
22 representative action under the California Labor Code Private Attorneys General Act ("PAGA") is fair,
23 reasonable, and adequate, and orders the Settlement Administrator to distribute this payment to the
24 LWDA in conformity with the terms of the Settlement.

25 15. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for the
26 portion of the Net Settlement Amount allocated to wages shall be paid by Aranda Tooling, Inc.
27 separately from, and in addition to, the Gross Settlement Amount.

1 16. The Court finds and determines that upon satisfaction of all obligations under the
2 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, except Minor
3 Ralon who submitted a valid request for exclusion, will have released the Released Claims as set forth
4 in the Settlement, and will be permanently barred from prosecuting against Aranda Tooling, Inc. any of
5 the Released Claims pursuant to the Settlement.

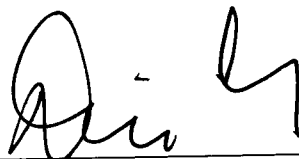
6 17. The Settlement is not an admission by Aranda Tooling, Inc. nor is this Order a finding of
7 the validity of any allegations or of any wrongdoing by Aranda Tooling, Inc. Neither this Order, the
8 Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, shall
9 be construed or deemed an admission of liability, culpability, or wrongdoing on the part of Aranda
10 Tooling, Inc.

11 18. The Court will retain jurisdiction to enforce the Settlement, this Final Approval Order,
12 and the Judgment entered in connection with the Settlement.

13 19. The Settlement Administrator shall file a declaration regarding the disbursement of
14 Settlement funds on or before April 30, 2024.

15 **IT IS SO ORDERED.**

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17 Dated: 3/18, 2022

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19 _____
20 Honorable David S. Cohn
21 Judge of the Superior Court
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