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Allen Feghali (SBN 301080)  
Edwin Kamarzarian (SBN 327830)  
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*Attorneys for Plaintiff,  
Leticia Albario*

Courtsey

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Clerk of the Superior Court

MAY 15 2023

J.A. LINDSEY

By \_\_\_\_\_  
DEPUTY CLERK

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SOLANO**

LETICIA ALBARIO, individually, and on  
behalf of all others similarly situated,

*Plaintiff,*

vs.

DUNLOP MANUFACTURING, INC., a  
California corporation; and DOES 1 through 10,  
inclusive,

*Defendant.*

Case No.: FCS057733

**AMENDED [PROPOSED] ORDER AND  
JUDGMENT GRANTING PLAINTIFF  
LETICIA ALBARIO'S MOTION FOR  
FINAL APPROVAL OF CLASS AND  
PAGA ACTION SETTLEMENT**

*[Filed with Plaintiff Leticia Albario's Notice  
of Motion and Motion for Final Approval,  
Declaration of Kane Moon, Declaration of  
Plaintiff Leticia Albario, and Declaration of  
Taylor Mitzner]*

**FINAL APPROVAL HEARING**

Date: April 20, 2023

Time: 9:00 a.m.

Judge: E. Bradley Nelson

Dept: 4

Complaint Filed: September 27, 2021 (in Los  
Angeles County Superior Court)  
Trial Date: Not Set

1 The Court issued an Order Granting Plaintiff Leticia Albario's Motion for Preliminary  
2 Approval of Class and PAGA Action Settlement on December 22, 2022. Plaintiff Leticia  
3 Albario ("Plaintiff") now seeks an Order and Judgment Granting Final Approval of the same  
4 Class and PAGA Action Settlement ("Settlement"), attached to the Declaration of Kane Moon  
5 in Support of Plaintiff Leticia Albario's Motion for Final Approval of Class and PAGA Action  
6 Settlement as **Exhibit 1**.

7 The Court, having considered Plaintiff Leticia Albario's Notice of Motion and Motion  
8 for Final Approval of Class and PAGA Action Settlement ("Motion"), the supporting  
9 Declarations and Exhibits therein, the records and files in this Action, and the absence of any  
10 written objections received regarding the Settlement; and good cause appearing, **HEREBY**  
11 **ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

12 The Court, for purposes of this Final Order and Judgment, refers to all defined terms as  
13 set forth in the Settlement.

14 The Court has jurisdiction over all claims asserted in this Action, Plaintiff, the  
15 Settlement Class Members, and Defendant Dunlop Manufacturing, Inc. ("Defendant").

16 The Settlement appears to have been made and entered into in good faith and is hereby  
17 approved, subject to the limitations on the requested fees and payments as set forth below.

18 The Parties shall bear their own respective attorneys' fees and costs, except as  
19 otherwise provided for in the Settlement and approved by the Court.

20 For purposes of effectuating the Settlement, the following Class is hereby certified: All  
21 current and former non-exempt employees of Defendant who worked in California from  
22 September 27, 2017 through December 8, 2022.

23 No Class Members have objected to the terms of the Settlement, and one Class  
24 Member has requested exclusion from the Settlement.

25 Plaintiff and all Settlement Class Members shall have, by operation of this Final Order  
26 and Judgment, fully, finally and forever released, relinquished, and discharged all Released  
27 Parties from all Released Claims as stated in the Settlement and reproduced here:

28 //

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

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

16      **Claims Released by Settlement Class Members:** Each and every Class Member, on  
17      behalf of himself or herself and his or her heirs and assigns, unless he or she has  
18      submitted a timely and valid Request for Exclusion (which will not effectuate an opt-  
19      out from the release of Released PAGA Claims), hereby releases Releasees from the  
20      following claims for the entire Class Period:

21               (1) any and all claims stated in the Action, or that could have been stated based  
22               on the facts alleged in the Action, including but not limited to all state wage and  
23               hour claims (including all claims under the California Labor Code) for unpaid  
24               wages, minimum wage, overtime, off-the-clock work, meal periods, rest  
25               periods, wage statement violations, interest, penalties, and attorneys' fees,  
26               waiting time penalties, withholding from wages and the related provisions of the  
27               Labor Code including but limited to Labor Code §§ 201-204, 210, 216, 218.6,  
28               226, 226.3 , 226.7, 510, 512, 512.5, 558, 1194, 1194.2, 1198, derivative claims

1 under California Business & Professions Code §§ 17200 et seq., and all claims  
2 under the governing Wage Order, and FLSA (“Released Claims”);  
3 (2) as to any Class Member who cashes their Settlement Payment, the  
4 Settlement Administrator shall include language on the Settlement Payments  
5 that informs the Class Members that the signing and negotiation of that check  
6 shall serve as the Class Member’s consent to join the Action for purposes of  
7 releasing all claims arising under the Fair Labor Standards Act that are alleged  
8 in the Action or related to the claims stated or that could have been stated in the  
9 Action.

10 **Claims Released by the Class, Including PAGA Employees:** All Class Members,  
11 including all PAGA Employees, release the Released PAGA Claims, regardless of  
12 whether they have requested exclusion from the Settlement as to Class claims.

13 The Notice provided to the Class conforms with the requirements of California Rules  
14 of Court, Rules 3.766 and 3.769, and constitutes the best notice practicable under the  
15 circumstances, providing individual notice to all Class Members who could be identified  
16 through reasonable effort and providing due and adequate notice of the proceedings and of the  
17 matters set forth therein to the Class Members. The Notice fully satisfies the requirements of  
18 due process.

19 The Gross Settlement Amount, Net Settlement Amount, and methodology used to  
20 calculate and pay the Settlement Class Payments are fair and reasonable. The Settlement  
21 Administrator is authorized to pay the Settlement Class Payments to the Settlement Class  
22 Members and pay the PAGA Settlement Payment to PAGA Employees in accordance with the  
23 terms of the Settlement.

24 Defendant shall pay a total of \$900,000.00 to resolve this litigation. Defendant will  
25 fund the settlement account the later of 14 days after the Effective Date or by September 1,  
26 2024. The Settlement Administrator shall cause the Settlement Class Payments to be mailed to  
27 the Class Members within 14 calendar days of the receipt of funding.

28 //

1 From the Gross Settlement Amount, a PAGA Penalty Payment of \$60,000.00 shall be  
2 paid to the California Labor and Workforce Development Agency ("LWDA"), representing  
3 75% of the civil penalties awarded under the terms of the Settlement, pursuant to the Private  
4 Attorneys General Act of 2004, California Labor Code sections 2698, et. seq.

5 From the Gross Settlement Amount, a Service Payment in the amount of \$10,000.00  
6 shall be paid to Leticia Albario for her service as Class Representative and general release of  
7 claims. Leticia Albario is hereby confirmed as Class Representative.

8 From the Gross Settlement Amount, Attorneys' Fees in the amount of \$270,000.00 and  
9 Litigation Costs in the amount of \$18,806.42 shall be paid to Class Counsel for their  
10 reasonable fees and actual costs incurred in furtherance of this Action. The fees and costs shall  
11 be distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees are  
12 reasonable in light of the benefit provided to the Class. Moon & Yang, APC is hereby  
13 confirmed as Class Counsel.

14 From the Gross Settlement Amount, Settlement Administration Costs in the amount of  
15 \$10,000.00 shall be paid to the designated Settlement Administrator, Phoenix Class Action  
16 Administration Solutions.

17 The Parties are ordered to have notice of this Final Order and Judgment sent to all  
18 Settlement Class Members and PAGA Employees in accordance with CRC 3.771(b), along  
19 with the Settlement Class Payments issued via first class mail to their last known addresses  
20 and to the LWDA, pursuant to Labor Code § 2699(1)(3).

21 This Judgment is intended to be a final disposition of the above captioned Action in its  
22 entirety and is intended to be immediately appealable.

23 This Court shall retain jurisdiction with respect to all matters related to the  
24 administration and consummation of the Settlement and any and all claims asserted in, arising  
25 out of, or related to the subject matter of the lawsuit, including, but not limited to, all matters  
26 related to the Settlement and the determination of all controversies relating thereto.

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1 Plaintiff Leticia Albario's Motion for Final Approval of Class and PAGA Action  
2 Settlement is hereby granted, and the Court directs that Judgment shall be entered in  
3 accordance with the terms of this Order.  
4

5 **IT IS SO ORDERED.**

6 DATE: **APR 26 2023**  
7

**E. Bradley Nelson**

Honorable E. Bradley Nelson  
Judge of the Superior Court of California for the  
County of Solano

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in the county of Los Angeles, State of California. I am over the age of 18  
4 and not a party to the within action; my business address is 1055 West Seventh Street, Suite  
5 1880, Los Angeles, California 90017. On **April 20, 2023**, I served the foregoing document  
described as:

6 **AMENDED [PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF  
7 LETICIA ALBARIO'S MOTION FOR FINAL APPROVAL OF CLASS AND PAGA  
8 ACTION SETTLEMENT**

9 X by placing \_\_\_ the original X a true copy thereof enclosed in sealed envelope(s)  
10 addressed as follows:

11 Andrew M. McNaught  
12 amcnaught@seyfarth.com  
13 **SEYFARTH SHAW LLP**  
14 560 Mission Street, 31st Floor  
15 San Francisco, California 94105  
16 Telephone: (415) 397-2823  
Facsimile: (415) 397-8549

17 Heriberto Alvarez, Jr.  
18 halvarez@seyfarth.com  
19 **SEYFARTH SHAW LLP**  
20 999 Third Avenue, Suite 4700  
21 Seattle, Washington 98104  
22 Telephone: (206) 946-4910  
23 Facsimile: (206) 946-4901

24 *Attorneys for Defendant Dunlop Manufacturing, Inc.*

25 [✓] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The  
26 envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the  
27 firm's practice of collection and processing correspondence for mailing. Under that practice  
28 it would be deposited with U.S. postal service on that same day with postage thereon fully  
prepaid at Los Angeles, California in the ordinary course of business. I am aware that on  
motion of the party served, service is presumed invalid if postal cancellation date or  
postage meter date is more than one day after date of deposit for mailing in affidavit

I declare under penalty of perjury under the laws of the State of California that the  
foregoing is true and correct.

Executed this, **April 20, 2023** at Los Angeles, California.

26 Janelle Jickain  
27 Type or Print Name

Signature