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**UNITED STATES DISTRICT COURT  
CENTRAL DISTRICT OF CALIFORNIA**

SANDRO RODRIGUEZ on behalf  
of himself and all others similarly  
situated,

Plaintiffs,

v.

MITSUBISHI CHEMICAL  
CARBON FIBER AND  
COMPOSITES, INC., et al.

Defendants.

CASE NO. 8:21-CV-01711-CJC (JDEx)

Assigned to: Hon. Cormac J. Carney

**JUDGMENT GRANTING FINAL  
APPROVAL OF CLASS ACTION  
AND PAGA SETTLEMENT**

**JUDGMENT**

1  
2 The Motion for Final Approval of a Class Action Settlement and Motion for  
3 Attorneys’ Fees, Costs, and Service Awards is an unopposed motion filed by  
4 Plaintiff Sandro Rodriguez. The parties have entered into a Joint Stipulation of  
5 Settlement and Release (“Settlement Agreement” and “Settlement”), a copy of  
6 which was submitted with the Motion. The matter came on for a hearing before this  
7 Court, Hon. Cormac J. Carney presiding, for hearing on June 12, 2023 at 1:30 p.m.  
8 The Court, having reviewed and considered the Motion, the accompanying  
9 memorandum and supporting documents, the Settlement Agreement, and the file in  
10 the case, HEREBY ORDERS AND MAKES THE FOLLOWING  
11 DETERMINATIONS.

12 1. This Judgment incorporates by reference and approves the Settlement  
13 Agreement. Unless otherwise provided herein, all capitalized terms shall have the  
14 same meaning as those terms are defined in the Settlement Agreement.

15 2. This Judgment incorporates by reference the Order Granting In  
16 Substantial Part Plaintiff’s Unopposed Motion for Final Approval of Class Action  
17 Settlement [Dkt. 30] And Motion for Attorneys’ Fees and Costs [Dkt. 27], which  
18 the Court entered on June 12, 2023. *See* Dkt. 33.

19 3. Plaintiff Sandro Rodriguez filed two lawsuits against Defendants  
20 Mitsubishi Chemical Carbon Fiber and Composites, Inc., Mitsubishi Chemical  
21 Holdings America, Inc., and Mitsubishi Chemical America, Inc. (“Defendants”):  
22 *Rodriguez v. Mitsubishi Chemical Carbon Fiber and Composites, Inc. et al.*, Case  
23 8:21-cv-01711-CJC-JDE, pending in the U.S. District Court, Central District of  
24 California (herein separately referred to as the “Class Action” or “Action”); and  
25 *Rodriguez v. Mitsubishi Chemical Carbon Fiber and Composites, Inc. et al.*, Case  
26 30-2022-01253057-CU-OE-CXC, pending in the Orange County Superior Court  
27 (herein separately referred to as the “PAGA Action”).

28 4. As part of settlement, the Parties agreed to amend the operative

1 complaint in the Class Action to add a PAGA claim, and agreed to dismiss the  
2 PAGA Action. The court in the Class Action approved Plaintiff's request to amend  
3 the complaint. On September 13, 2022, Plaintiff filed a First Amended Complaint  
4 adding a PAGA claim for civil penalties in addition to his class claims.

5 5. The Court has jurisdiction over the subject matter of this proceeding  
6 and over all Parties to this proceeding. In addition, the Court has personal  
7 jurisdiction over all parties with respect to the Class Action and this Settlement.

8 6. The parties exchanged informal discovery, including a review of  
9 company documents and information that reflect Class data and company policies,  
10 and engaged in an early mediation of Plaintiff's claims with well-respected private  
11 mediator, the Hon. Jay Ghandi (Ret.). With the assistance of the mediator, the  
12 parties reached a settlement in principle of all of Plaintiff's class and representative  
13 claims. On or about September 26, 2022 the Parties executed the Settlement  
14 Agreement, setting forth the terms of this Settlement.

15 7. Pursuant to the Preliminary Approval Order of January 18, 2023,  
16 the Settlement Administrator mailed the Class Notice to all Class Members by  
17 first-class U.S. mail. The Notice informed the Class of the terms of the  
18 Settlement, of their right to receive their proportional Settlement Payment, of  
19 their right to request exclusion from the Class and the Settlement, and of their  
20 right to comment upon or object to the Settlement and appear in person or by  
21 counsel at the final approval hearing.

22 8. In response to the Notice, 0 members of the Class filed objections to  
23 the Settlement, and 0 members of the Class requested to be excluded from the  
24 Settlement.

25 9. The Court finds and determines that the notice procedure afforded  
26 adequate protection to Class Members and provides the basis for the Court to make  
27 an informed decision regarding approval of the Settlement. The Court finds and  
28 determines that the Notice provided in the Action was the best notice practicable,

1 which satisfied the requirements of due process. A full opportunity has been  
2 afforded to the Class Members to participate in this hearing, and all Class Members  
3 and other persons wishing to be heard, if any, have been heard. Accordingly, the  
4 Court determines that all Class Members who did not timely and validly submit a  
5 Request for Exclusion are bound by this Judgment. The Court further determines  
6 that all Class Members who did timely and validly submit a Request for Exclusion  
7 are bound by this Judgment with respect only to the PAGA portion of the  
8 Settlement.

9 10. In making this finding of final approval, the Court considered the  
10 nature of the claims, the amounts and kinds of benefits paid in settlement, the  
11 allocation of settlement payments among the class members, and the fact that  
12 Defendants do not admit any liability and do not characterize this Settlement as an  
13 admission of liability as to any claim asserted by any party, and the fact that the  
14 Settlement represents a compromise of the parties' respective positions rather than  
15 the result of a finding of liability at trial.

16 11. The Court finds that the parties conducted extensive investigation,  
17 research, and informal discovery, and that their attorneys were able to reasonably  
18 evaluate their respective positions. The Court further finds that the Settlement was  
19 reached as a result of informed and non-collusive arm's-length negotiations  
20 facilitated by an experienced class action mediator.

21 12. The Court also finds that the Settlement will enable the parties to avoid  
22 additional and substantial litigation costs, as well as the delay and risks that would  
23 be present if the parties were to continue to litigate the case.

24 13. The Court has reviewed the monetary recovery provided as part of the  
25 Settlement and recognizes the value accorded to the Class. The Court further finds  
26 that the terms of the Settlement Agreement have no obvious deficiencies and do not  
27 improperly grant preferential treatment to any individual class member.

28 14. The Court finds and determines that the terms of the Settlement

1 Agreement are fair, reasonable, and adequate to the Class and to each Class  
2 Member, and in the best interest of the Class. As such, the Court hereby grants  
3 FINAL APPROVAL to the Settlement as, in all respects, fair, adequate, and  
4 reasonable, and directs the parties to effectuate the Settlement according to its  
5 terms.

6 15. The Court has certified for settlement purposes only the following  
7 Class pursuant to Rule 23 of the Federal Rule of Civil Procedure:

8 **“All current and former non-exempt employees who worked for**  
9 **Defendants in California during the period December 23, 2018 through**  
10 **October 1, 2022.”**

11 The Court deems this definition sufficient for settlement purposes and finds  
12 that the requirements of Rule 23 have been satisfied with respect to the Settlement.

13 16. The Court finally approves Sandro Rodriguez as the Class  
14 Representative. The Court hereby determines that the requested Enhancement  
15 Award to Plaintiff and class representative Sandro Rodriguez in the amount of  
16 \$5,000 is appropriate under the circumstances of the case and the time and effort  
17 spent by Plaintiff in litigating the case on behalf of the Class and the PAGA Group  
18 Members.

19 17. The Court finds and determines that the Individual Settlement  
20 Payments provided for by the terms of the Settlement Agreement are fair and  
21 reasonable. The Court hereby orders the payment of those Individual Settlement  
22 Payments to the Class Members in accordance with the terms of the Settlement  
23 Agreement.

24 18. The Court appoints Bradley/Grombacher, LLP and Capstone Law  
25 APC, as Class Counsel.

26 19. The Court finds and determines that the attorneys’ fees request of 25%  
27 of the total settlement, or \$194,000, is reasonable under both methods used in the  
28 courts in this Circuit for determining fee awards in class action cases: the

1 percentage-of-the-recovery method and the lodestar method. The percentage  
2 requested is well within the range of percentage awards approved in this Circuit,  
3 and Class Counsel have submitted declarations indicating that the lodestar is  
4 substantial and reasonably incurred. The Court further finds and determines that the  
5 litigation costs request of \$15,000 is reasonable in amount. Class Counsel has  
6 submitted a declaration categorizing these costs and showing that they were  
7 necessary to secure the resolution of this litigation.

8 20. Pursuant to the terms of the Settlement Agreement, and the authorities,  
9 evidence, and argument submitted by Class Counsel, the Court hereby awards Class  
10 Counsel attorneys' fees in the amount of \$194,000 and litigation costs in the amount  
11 of \$15,000 to be paid from the settlement fund as final payment for and complete  
12 satisfaction of any and all attorneys' fees and costs incurred by and/or owed to Class  
13 Counsel.

14 21. The Court finds and determines that the payment to the Settlement  
15 Administrator, Phoenix Settlement Administrators, in the amount of \$9,000 is fair  
16 and reasonable. The Court hereby awards the Settlement Administrator the amount  
17 of \$9,000 in administrative costs for its work on the settlement administration in  
18 this case.

19 22. The Court finally approves payment to the Labor Workforce  
20 Development Agency ("LWDA") in the amount of \$37,500 and determines that it  
21 is fair and reasonable. The Court likewise approves payment in the amount of  
22 \$12,500 to PAGA Group Members: All Class Members employed by Defendants  
23 at any time between September 7, 2020 through October 1, 2022.

24 23. The Court finds and determines that the release of the Released Parties  
25 from the Released Claims contained in the Settlement Agreement is appropriate and  
26 shall bind all Class Members who did not timely opt out of the Settlement.

27 24. Nothing in this Order shall preclude any action to enforce the Parties'  
28 obligations pursuant to the Settlement Agreement or pursuant to this Judgment,

1 including the requirement that Defendants make payments in accordance with the  
2 Settlement Agreement.

3 25. The Court hereby enters final judgment in accordance with the terms  
4 of the Settlement Agreement, the Court's Order Granting Preliminary Approval of  
5 the Settlement, and the Court's Order Granting In Substantial Part Plaintiff's  
6 Unopposed Motion for Final Approval of Class Action Settlement [Dkt. 30] And  
7 Motion for Attorneys' Fees and Costs [Dkt. 27],

8 26. The parties shall bear their own costs and attorneys' fees except as  
9 otherwise provided by this Judgment.

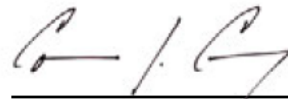
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11 **IT IS SO ORDERED.**

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Dated: June 14, 2023 \_\_\_\_\_

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Hon. Cormac J. Carney

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