

08/01/2023

David W. Slayton, Executive Officer / Clerk of Court

By: R. Arraiga Deputy

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25

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

ERNESTO DELGADO, as individuals) Case No.: 20STCV22503
and on behalf of all others)
similarly situated,)
)
Plaintiff,)
) JUDGMENT
vs.)
)
KLOECKNER METALS CORPORATION, a)
Delaware corporation; and DOES)
1 through 50, inclusive,)
)
Defendants.)
)
)
_____)

The Court finds as follows:

A. The Court granted preliminary approval of the Second Amended Settlement Agreement ("Settlement Agreement") and certified a provisional settlement class on February 15, 2023.

1 B. The Court granted final approval of the Settlement
2 Agreement on August 1, 2023, certified the settlement class with
3 no opt-outs, and found that the Settlement Agreement was fair,
4 adequate and reasonable.

5 C. The Court defined the following:

6 "Settlement Class" or "Settlement Class Members": all
7 persons employed by Defendant in California as an hourly non-
8 exempt employee during the Class Period. (¶36)

9 "Class Period" or "Released Period": April 6, 2016
10 through October 4, 2021. (¶6)

11 "Aggrieved Employees": all persons employed by Defendant
12 in California as an hourly non-exempt employee during the PAGA
13 Period. (¶2)

14 "PAGA Period": May 20, 2019 through October 6, 2021. (¶22)

15 "Participating Class Member" or "Participating Class":
16 any and all Settlement Class Members who have not submitted a
17 valid and timely Request for Exclusion. (¶24)

18 IT IS ORDERED, ADJUDGED AND DECREED:

19 1. Plaintiffs Ernesto Delgado, an individuals and on
20 behalf of all others similarly situated, shall take from
21 Defendant Kloeckner Metals Corporation, a Delaware corporation,
22 as set forth in the Parties' Settlement Agreement and the
23 Court's Approval Order entered August 1, 2023.
24
25

1 2. Defendants must pay Plaintiffs the Gross Settlement
2 Amount (GSA) of \$465,000. The Net Settlement Amount is the GSA
3 minus the following:

4 a. \$155,000 (33 1/3%) for attorney fees to Class
5 Counsel, Diversity Law Group, P.C (¶44.f);

6 b. \$18,525.49 for litigation costs to Class Counsel
7 (Ibid.);

8 c. \$5,000 for a service payment to the named
9 Plaintiff, Ernesto Delgado (¶44.f);

10 d. \$9,750 for settlement administration costs to
11 Phoenix Settlement Administrators (¶44.g);

12 e. \$30,000 (75% of \$40,000 PAGA penalty) to the LWDA
13 (¶44.h).

14 Employer payroll taxes will be paid by Defendant separately
15 from the GSA. (¶15)

16 3. Upon payment of the Gross Settlement Amount by
17 Defendant, and except as to such rights or claims as may be
18 created by this Stipulation of Settlement, each Participating
19 Class Member will forever completely release and discharge the
20 Released Parties from the Released Claims for the Release
21 Period. Each Participating Class Member will be deemed to have
22 made the foregoing release as if by manually signing it. (¶47)

23 "Released Claims" by the Participating Class Members means:
24 (¶29)

1 All claims, including penalties, costs and attorneys' fees
2 related thereto, that were or could have been brought under the
3 facts and allegations made in the operative Complaint for
4 violation of Labor Code sections 226.7 and 512, that accrued
5 during the Class Period; (§29.b)

6 All claims, including penalties, costs and attorneys' fees
7 related thereto, that were or could have been brought under the
8 facts and allegations made in the operative Complaint for
9 violation of Labor Code section 226, that accrued during the
10 period of April 6, 2019 through October 4, 2021; (§29.c)

11 All claims, including penalties, costs and attorneys' fees
12 related thereto, that were or could have been brought under the
13 facts and allegations made in the operative Complaint for
14 violation of Labor Code sections 201, 202 and 203, that accrued
15 during the period of June 26, 2018 through October 4, 2021;
16 (§29.d)

17 All claims for penalties under the California Private
18 Attorneys' General Act, including costs and attorneys' fees
19 related thereto, predicated on the violation of Labor Code
20 sections 201, 202, 203, 212, 213, 226(a), 226.3, 226.7 and 512,
21 that accrued during the PAGA Period. Plaintiff administratively
22 exhausted these claims in his letter to the LWDA dated May 20,
23 2020. (§26.e)
24
25

1 The Parties expressly acknowledge that the Released Claims
2 encompass all claims alleging that Defendant improperly rounded
3 meal periods, that Defendant improperly rounded time generally,
4 that employees were not permitted to leave the work site during
5 their rest periods, and that separated employees received their
6 final wages on a pay card that necessitated them paying a fee in
7 order to retrieve their wages. (§29)

8 Upon payment of the Gross Settlement Amount by Defendant,
9 and except as to such rights or claims as may be created by this
10 Stipulation of Settlement, each Aggrieved Employee and the LWDA
11 will forever completely release and discharge the Released
12 Parties from the PAGA Released Claims for the PAGA Period. Each
13 Aggrieved Employee will be deemed to have made the foregoing
14 release as if by manually signing it. (§50) Plaintiff and
15 Defendant intend that the Settlement described in this Agreement
16 will release and preclude any further claim, whether by lawsuit,
17 administrative claim or action, arbitration, demand, or other
18 action of any kind, by the LWDA and each and all of the
19 Aggrieved Employees to obtain a recovery for any and all of the
20 PAGA Released Claims. The Aggrieved Employees shall be so
21 notified in the Notice. (§51)

22 "PAGA Released Claims" by the Aggrieved Employees means:
23 All claims for penalties under the California Private Attorneys'
24 General Act, including costs and attorneys' fees related
25

1 thereto, predicated on the violation of Labor Code sections 201,
2 202, 203, 212, 213, 226(a), 226.3, 226.7 and 512, that accrued
3 during the PAGA Period. Plaintiff administratively exhausted
4 these claims in his letter to the LWDA dated May 20, 2020. (¶23)

5 Plaintiff and Defendant intend that the Settlement
6 described in this Agreement will release and preclude any
7 further claim, whether by lawsuit, administrative claim or
8 action, arbitration, demand, or other action of any kind, by
9 each and all of the Participating Class Members to obtain a
10 recovery for any and all of the Released Claims. The Settlement
11 Class Members shall be so notified in the Notice. This paragraph
12 does not apply to any Settlement Class Member who timely and
13 validly opts out of the Settlement. (¶48)

14 "Released Parties" means Defendant and their present and
15 former officers, directors, members, managers, shareholders,
16 agents, subsidiaries, insurers, operators, partners,
17 professional employment organizations, successors and assignees.
18 (¶30)

19
20 Named Plaintiff Ernesto Delgado provides a general release
21 and \$1542 waiver. (¶¶52-54)

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

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

5 CLERK TO GIVE NOTICE.

6 DATED: August 1, 2023



A handwritten signature in black ink, reading "Yvette M. Palazuelos".

YVETTE M. PALAZUELOS
JUDGE OF THE SUPERIOR COURT
Yvette M. Palazuelos / Judge

7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25