Superior Court of California County of Los Angeles

08/01/2023

David W. Slayton, Executive Officer / Clerk of Court		
Ву:	R. Arraiga	_ Deputy

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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:

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

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

C. The Court defined the following:

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

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

"Aggrieved Employees": all persons employed by Defendant in California as an hourly non-exempt employee during the PAGA Period. $(\P 2)$

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

"Participating Class Member'' or "Participating Class":

any and all Settlement Class Members who have not submitted a

valid and timely Request for Exclusion. (¶24)

IT IS ORDERED, ADJUDGED AND DECREED:

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

- 2. Defendants must pay Plaintiffs the Gross Settlement Amount (GSA) of \$465,000. The Net Settlement Amount is the GSA minus the following:
- a. \$155,000 (33 1/3%) for attorney fees to Class Counsel, Diversity Law Group, P.C ($\P44.f$);
- b. \$18,525.49 for litigation costs to Class Counsel(Ibid.);
- c. \$5,000 for a service payment to the named Plaintiff, Ernesto Delgado (\$144.f);
- d. \$9,750 for settlement administration costs to Phoenix Settlement Administrators (\$9,750);
- e. \$30,000 (75% of \$40,000 PAGA penalty) to the LWDA (\$44.h).

Employer payroll taxes will be paid by Defendant separately from the GSA. ($\P15$)

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

"Released Claims" by the Participating Class Members means: $(\P 29)$

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

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

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

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

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

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

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

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

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

"Released Parties" means Defendant and their present and former officers, directors, members, managers, shareholders, agents, subsidiaries, insurers, operators, partners, professional employment organizations, successors and assignees.

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

4. All uncashed settlement checks, plus interest, must be delivered to the California State Controller's Unclaimed

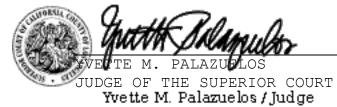
Property Division in the name of the Class Member/Aggrieved

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 NOTICE.

DATED: August 1, 2023



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