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FILED
Superior Court of California
County of Los Angeles

08/01/2024

David W. Slayton, Executive Officer / Clerk of Court

By: I. Arellanes Deputy

10 Attorneys for Plaintiff CARLOS JIMENEZ, as an individual and on behalf of all employees
11 similarly situated,

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**
14 **SPRING STREET COURTHOUSE**

15 CARLOS JIMENEZ, as an individual, and
16 on behalf of all similarly situated
17 employees,

Case No.: 19STCV13260

CLASS ACTION

18 Plaintiff,

**~~PROPOSED~~ ORDER OF FINAL APPROVAL
AND JUDGMENT**

19 v.

Assigned for all purposes to:

20 TINCO SHEET METAL INC., an
21 individual; and DOES 1 through 50,
22 inclusive,

Hon. Kenneth R. Freeman, Dept. 14

23 Defendants.

Date: August 1, 2024
Time: 10:00 a.m.
Dept.: 14

Complaint Filed: June 14, 2016
Trial Date: None Yet Set

1 **~~PROPOSED~~ ORDER OF FINAL APPROVAL AND JUDGMENT**

2 WHEREAS, this matter came before the Court for hearing on Final Approval of the Class
3 Action Settlement between Plaintiff Carlos Jimenez (“Plaintiff”), and Defendant Tinco Sheet
4 Metal, Inc., as set forth in the Second Amended Stipulation of Class Action Settlement and
5 Release (“Settlement Agreement”) filed on November 7, 2022, as Exhibit A to the Declaration of
6 Berkeh Alemzadeh in Support of Plaintiff’s Motion for Preliminary Approval of Class Action
7 Settlement, and the Court having considered all papers filed and the proceedings had, and
8 otherwise being fully informed, **THE COURT HEREBY MAKES THE FOLLOWING**
9 **DETERMINATIONS AND ORDERS:**

10 1. This Order incorporates by reference the definitions in the Settlement Agreement
11 and all terms defined therein shall have the same meaning in this Order as set forth in the
12 Settlement Agreement.

13 2. This Court has jurisdiction over the subject matter of this litigation and over all
14 Parties to this litigation, including the Plaintiff and Class Members.

15 3. Pursuant to the Preliminary Approval Order, the appointed Settlement
16 Administrator, Phoenix Class Action Administration Solutions, mailed a Notice of Proposed
17 Class Action Settlement (“Notice”) to all known Class Members by First Class U.S. Mail. The
18 Notice fairly and adequately informed Class Members of the terms of the proposed Settlement
19 and the benefits available to Class Members thereunder. The Notice further informed Class
20 Members of the pendency of the Action, of the proposed Settlement, of Class Members’ right to
21 receive their share of the Settlement (if approved), of the scope and effect of the Released Claims,
22 of the preliminary Court approval of the proposed Settlement, of exclusion and objection timing
23 and procedures, of the date of the Final Approval Hearing, and of the right to file documentation
24 in support of or in opposition to the Settlement and to appear in connection with the Final
25 Approval Hearing. Class Members had adequate time to consider this information and to use the
26 procedures identified in the Notice. The Court finds and determines that this notice procedure
27 afforded adequate protections to Class Members and provides the basis for the Court to make an
28 informed decision regarding approval of the Settlement based on the responses of Class Members.

1 The Court finds and determines that the Notice provided in the Action was sufficient, which
2 satisfied the requirements of law and due process.

3 4. In response to the Notice of Settlement, zero Class Members objected to the
4 Settlement and zero Class members submitted a Request for Exclusion from the Settlement.

5 5. The Court finds that the Settlement offers significant monetary recovery to Class
6 Members and finds that such recovery is fair, adequate and reasonable when balanced against
7 further litigation related to liability and damages issues. The Court further finds that the Parties
8 have conducted sufficient investigation, discovery, research and litigation such that Class Counsel
9 and Defense Counsel are able to reasonably evaluate their respective positions at this time. The
10 Court finds that the proposed Settlement, at this time, will avoid substantial additional costs by
11 all Parties, as well as avoid the risks and delay inherent to further prosecution of the Action. The
12 Court further finds that the Parties reached the Settlement as the result of intensive, serious and
13 non-collusive, arms-length negotiations. Thus, the Court approves the Settlement set forth in the
14 Settlement Agreement and finds that the Settlement is, in all respects, fair, adequate and
15 reasonable and directs the Parties to effectuate the Settlement according to its terms.

16 6. The Court hereby orders the Settlement Administrator to distribute the Individual
17 Settlement Payments to Settlement Class Members in accordance with the provisions of the
18 Settlement Agreement.

19 7. All Settlement Class Members, regardless of whether or not they cash their
20 Individual Settlement Payment check(s), will be bound by the release detailed in the Settlement
21 Agreement. Settlement Class Members must cash or deposit their Individual Settlement Share
22 checks within one hundred and eighty (180) calendar days after the checks are mailed to them. If
23 any checks remain uncashed or not deposited by the expiration of the one hundred and eighty
24 (180) day period, the Settlement Administrator will submit the amount of the uncashed or not
25 deposited payments to the California Controller's Unclaimed Property Fund.

26 8. The Court finds that the Gross Settlement Amount, the Net Settlement Amount,
27 and the methodology used to calculate and pay each Individual Settlement Payment, in
28 accordance with the Settlement Agreement, are fair and reasonable.

1 9. For purposes of this Final Approval Order and this Settlement only, the Court
2 hereby confirms the appointment of Plaintiff as the class representative for the Settlement Class
3 Members. Further, the Court finally approves a Class Representative Service Award to Plaintiff
4 Carlos Jimenez, as fair and reasonable, in the amount of seven thousand five hundred dollars
5 (\$7,500.00). The Court hereby orders the Settlement Administrator to distribute the Service
6 Award to the Plaintiff in accordance with the provisions of the Settlement Agreement.

7 10. For purposes of this Final Approval Order and this Settlement only, the Court
8 hereby confirms the appointment of Mahoney Law Group, APC as Class Counsel for the
9 Settlement Class Members. Further, the Court finally approves a Class Counsel Fees and Costs
10 Award, as fair and reasonable, of three hundred nineteen thousand four hundred twenty-six dollars
11 and fifty-three cents (\$319,426.53) for attorneys' fees and twenty thousand dollars (\$20,000.00)
12 for costs. Class Counsel's receipt of the Class Counsel Fees and Costs Award shall fully satisfy
13 all fees and litigation costs incurred by Class Counsel that represented Plaintiff and Class
14 Members in the Action. The Court hereby orders the Settlement Administrator to distribute the
15 Class Counsel Fees and Costs Award payment to Class Counsel in accordance with the provisions
16 of the Settlement Agreement.

17 11. For purposes of this Final Approval Order and this Settlement only, the Court
18 hereby confirms the appointment of Phoenix Class Action Administration Solutions as the
19 Settlement Administrator to administer the Settlement of this matter as more specifically set forth
20 in the Settlement Agreement and further finally approves Settlement Administration Costs, as fair
21 and reasonable, of twenty thousand dollars (\$20,00.00.)

22 12. As of the Response Deadline, all Settlement Class Members who did not submit a
23 timely and valid Request for Exclusion shall be deemed to have released the Released Parties
24 from all Released Claims, as defined in the Settlement Agreement.

25 13. After administration of the Settlement is completed in accordance with the
26 Settlement Agreement, the Parties shall file a report with this Court certifying compliance with
27 the terms of the Settlement Agreement.

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1 14. Neither this Final Approval Order, the Settlement Agreement, nor any document
2 referred to herein, nor any action taken to carry out the Settlement Agreement is, may be construed
3 as, or may be used by Plaintiff as an admission by or against Defendant or any of the other
4 Released Parties of any fault, wrongdoing or liability whatsoever. Nor is this Final Approval
5 Order a finding of the validity of any claims in the Action or of any wrongdoing by Defendant or
6 any of the other Released Parties. The entering into or carrying out of the Settlement Agreement,
7 and any negotiations or proceedings related thereto, shall not in any event be construed as an
8 admission or concession with regard to the denials or defenses by Defendant or any of the other
9 Released Parties and shall not be offered in evidence by Plaintiff against Defendant or any of the
10 Released Parties in any action or proceeding in any court, administrative agency, or other tribunal
11 for any purpose whatsoever other than to enforce the provisions of this Final Approval Order, the
12 Settlement Agreement, or any related agreement or release. Notwithstanding these restrictions,
13 any of the Released Parties may file in the Action or in any other proceeding this Final Approval
14 Order, the Settlement Agreement, or any other papers and records on file in the Action as evidence
15 of the Settlement and to support a defense of res judicata, collateral estoppel, release, waiver or
16 other theory of claim preclusion, issue preclusion or similar defense.

17 15. If the Settlement does not become final and effective in accordance with the terms
18 of the Settlement Agreement, resulting in the return and/or retention of the Settlement funds to
19 Defendant consistent with the terms of the Settlement Agreement, then this Final Approval Order
20 and all orders entered in connection herewith, shall be rendered null and void and shall be vacated.

21 16. The Court hereby enters judgment, with prejudice, for the reasons set forth above,
22 and in accordance with the terms set forth in the Settlement Agreement. The Settlement
23 Administrator shall provide notice of this judgement by posting a copy of this order on the website
24 specified in the Class Notice.

25 17. Without affecting the finality of this Final Approval Order in any way, this Court
26 hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of
27 the Settlement Agreement and all orders and judgments entered in connection therewith.

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PROOF OF SERVICE

Code of Civ. Proc. § 1013a, subd. (3)

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 249 East Ocean Boulevard, Suite 814, Long Beach, California, 90802.

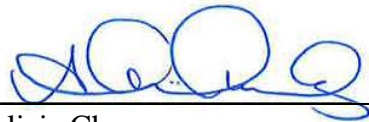
On **July 3, 2024**, I served [X] true copies [] originals of the following document described as: **[PROPOSED] ORDER OF FINAL APPROVAL AND JUDGMENT**. The document was served on the interested parties in this action, addressed as follows:

| | |
|---|--|
| Leonard M. Tavera, Esq. Semper Law Group, LLP 330 N. Brand Boulevard, Suite 235 Glendale, CA 91203 | Attorney for Defendant TINCO SHEET METAL, INC. Telephone: (213) 437-9700 Facsimile: (213) 596-1466 Email: ltavera@semperlawgroup.com |
|---|--|

By electronic service: Based on a court order, I caused the document(s) to be sent to the persons at the electronic service addresses listed above by transmission through CASE ANYWHERE.

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

Executed on **July 3, 2024**, at Long Beach, California.



Alicia Chavez