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County of Los Angeles

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MARY VALERIO, on behalf of herself
6 and all others similarly situated

By: ~~E. Munoz~~



7 SUPERIOR COURT OF THE STATE OF CALIFORNIA
8 FOR THE COUNTY OF LOS ANGELES - CENTRAL CIVIL WEST

10 MARY VALERIO, on behalf of herself and all
others similarly situated,

CASE NO.: BC 586 410

[Assigned for all purposes to the Hon.
Carolyn B. Kuhl - Dept. "309"]

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Plaintiffs,

v.

**PROPOSED ORDER GRANTING
FINAL APPROVAL OF CLASS
ACTION SETTLEMENT,
APPLICATION FOR ATTORNEYS'
FEES AND COSTS, AND
ENHANCEMENT AWARD**

TOOL COMPONENTS, INC., a California
corporation; TCI PRECISION METALS, a
business entity form unknown; and DOES 1
through 100, Inclusive

DATE: February 5, 2018
TIME: 11:30 a.m.
DEPT.: 309

Defendants.

20 This matter having come before the Court on February 5, 2018 for final fairness hearing
21 pursuant to the Order of this Court dated October 5, 2017 granting preliminary approval
22 ("Preliminary Approval Order") of the class settlement upon the terms set forth in the Joint
23 Stipulation for Class Action Settlement ("Settlement Agreement") submitted in support of Motion
24 for Preliminary Approval of Class Settlement; and due and adequate notice having been given to
25 the Class Members as required in Preliminary Approval Order and the Court having considered all
26 papers filed and proceedings had herein and otherwise being fully informed and good cause
27 appearing therefor, it is hereby **ORDERED, ADJUDGED AND DECREED THAT:**

28 ///

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1 1. The Motion for Final Approval of Class Action Settlement, Enhancement Award
2 and Reasonable Attorneys' Fees and Costs is hereby granted in its entirety.

3
4 2. All terms used herein shall have the same meaning as defined in the Settlement
5 Agreement.

6
7 3. This Court has jurisdiction over the subject matter of this litigation and over all
8 Parties to this litigation, including all Class Members.

9
10 4. Distribution of the Notice of Class Action Settlement directed to the Class
11 Members as set forth in the Settlement Agreement and the other matters set forth herein have been
12 completed in conformity with the Preliminary Approval Order, including individual notice to all
13 Class Members who could be identified through reasonable effort, and was the best notice
14 practicable under the circumstances. This Notice provided due and adequate notice of the
15 proceedings and of the matters set forth therein, including the proposed class settlement set forth in
16 the Settlement Agreement, to all persons entitled to such Notice, and the Notice fully satisfied the
17 requirement of due process.

18
19 5. One Class Member opted-out of the settlement. No Class Member objected to the
20 settlement.

21
22 6. The Settlement was entered into in good faith pursuant to and within the meaning
23 of California Code of Civil Procedure §877.6. The Court further finds that the settlement is fair,
24 reasonable and adequate and that plaintiffs have satisfied the standards and applicable
25 requirements for final approval of class action settlement under California law, including the
26 provisions of California Code of Civil Procedure §382 and Federal Rules of Civil Procedure 23,
27 approved for use by the California state courts in Vasquez v. Superior Court (1971) 4 Cal.3d 800,
28 821.

1 7. This Court hereby approves the class settlement set forth in the Settlement
2 Agreement and finds that the settlement is, in all respects, fair, adequate and reasonable and directs
3 the Parties to effectuate the settlement according to its terms. The Court finds that the settlement
4 has been reached as a result of intensive, serious and non-collusive arms length negotiations. The
5 Court further finds that the Parties have conducted extensive and costly investigation and research
6 and counsel for the Parties are able to reasonably evaluate their respective positions. The Court
7 also finds that settlement at this time will avoid additional substantial costs, as well as avoid the
8 delay and risks that would be presented by the further prosecution of the Action. The Court has
9 noted the significant benefits to the Class Members under the settlement. The Court also finds that
10 the Class is properly certified as a class for settlement purposes only.

11
12 8. For purposes of this Judgment, the following class will be certified: All current and
13 former non-exempt hourly employees of Defendants within California, including temporary non-
14 exempt hourly employees from Aerotek Commercial Staffing and First Call Staffing Inc. placed to
15 work at Defendants' California location at any time during the period from June 29, 2011 through
16 January 13, 2017.

17
18 9. Class Members, except those that have submitted a valid and timely request to be
19 excluded from the Settlement Agreement, fully, finally and forever release, settle, compromise,
20 relinquish, and discharge Defendants and Defendants' former and present parents, subsidiaries
21 (including TCI Precision Metals and E-Z LOK) and affiliated companies and entities and their
22 current, former and future owners, officers, directors, members, managers, employees, consultants,
23 partners, affiliates, subsidiaries, shareholders, attorneys, insurers, joint venturers and agents, any
24 successors, assigns, attorneys and representatives and any individual or entity who or which could
25 be jointly liable with Defendants and all persons or entities acting by, through under or in concert
26 with any of them ("Released Parties"), of and from all known and unknown claims, wage and
27 hour claims, rights, demands, liabilities, penalties (statutory and/or civil), damages, restitution,
28 losses, disgorgement, liquidated damages, interest, attorneys' fees, fines, debts, obligations, costs,

1 expenses, interest, actions and/or causes of action, contingent or accrued arising from and/or
2 related to the claims pled in Plaintiff's operative Complaint ("Complaint") or that could have been
3 pled in the Complaint based on the factual allegations pled in the Complaint, including, but not
4 limited to, claims for alleged unpaid minimum and/or overtime wages, failure to provide
5 compliant and/or timely meal breaks, failure to provide compliant and/or timely rest breaks, failure
6 to record meal periods, failure to provide accurate and complete itemized wage statements, and
7 failure to pay all wages owed upon termination of employment under the California Labor Code,
8 claims for violation of California Labor Code sections 200-203, 218, 218.5, 226, 226.7, 510, 512,
9 558, 1194, 1194.2, 1197, 1199, 2699, 2699.3, and claims for violation of all similar provisions or
10 requirements of California law (including the provisions of the California Code of Regulations, the
11 California Industrial Welfare Commission Wage Orders, and unfair competition claims under
12 California Business & Professions Code §§ 17200, *et seq.*, based on the labor code violations
13 alleged in the Complaint), which the Class and/or any Class Member has ever had, or hereafter
14 may claim to have, for the Class Period ("Released Claims") accruing during the Class Period.

15
16 10. Nothing contained in this Settlement Agreement shall be construed or deemed an
17 admission of liability, culpability, negligence, or wrongdoing on the part of Defendants. Each of
18 the Parties has entered into this Settlement Agreement with the intention to avoid further disputes
19 and litigation, and the attendant inconvenience and expense. This Settlement Agreement shall be
20 inadmissible in evidence in any action or proceeding, except an action or proceeding to approve,
21 interpret, or enforce its terms.

22
23 11. The Settlement Agreement provides for the "Gross Settlement Amount" or
24 "Settlement Amount" in the sum of \$555,000. From the Settlement Amount individual settlement
25 payments to Class Members, Court approved attorneys' fees and costs, the claims administrative
26 costs, the class representatives enhancement fee, and payment to the LWDA for PAGA penalties
27 in the amount of \$5,000 shall be deducted. Defendants' employer's share of taxes up to \$20,000
28 will be paid by Defendants in addition to the Gross Settlement Amount. In the event that

1 Defendants' share of payroll taxes is less than \$20,000, any amount less than \$20,000 shall be
2 added to the net settlement amount. However, in the event Defendants' share of payroll taxes is
3 more than \$20,000, Defendants will fund that amount in addition to the Gross Settlement Amount.
4 The payment of the settlement funds by Defendants and payment of individual settlement checks
5 to Class Members will be made as set forth in the Settlement Agreement.

6
7 12. The Court hereby awards Class Counsel attorneys' fees in the total amount of
8 \$185,000.00, which is approximately 33.33% of the Settlement Amount and to be deducted
9 therefrom. *CBK* The Court finds that an award based on percentage of the common fund created by
10 counsel's efforts is appropriate. In addition, the Court awards Class Counsel reimbursement of their costs of
11 \$12,247.78 to be deducted from the Settlement Amount. Attorneys' fees and costs will be paid by
12 the Claims Administrator from the Settlement Amount as set forth in the Settlement Agreement.

13 13. The Court hereby approves an Enhancement Fee to named plaintiff Mary Valerio in
14 the amount of \$10,000. Payment for the enhancement fee will be paid by the Claims
15 Administrator from the Settlement Amount as set forth in the Settlement Agreement.

16
17 14. The Court hereby approves the Claims Administrator's fees and cost in the amount
18 of \$7,500. The Claims Administrator, CPT Group, Inc., shall be paid the cost of administration of
19 the settlement from the Settlement Amount.

20
21 15. Except as expressly provided herein, the parties each shall bear all of their own fees
22 and costs in connection with this matter.

23
24 16. The Court approves the named plaintiff Mary Valerio as Class Representative.

25
26 17. The Court approves Michael Nourmand, Esq. and James A. De Sario, Esq. of The
27 Nourmand Law Firm, APC as Class Counsel.

1 18. The Court approves CPT Group, Inc. as the Claims Administrator.

2

3 19. Upon completion of administration of the Settlement, the Claims Administrator
4 shall execute a declaration with a final reporting with respect to the final distribution and payment
5 of the Individual Settlement Payments. The Claims Administrator shall submit the declaration to
6 the Court and counsel for Parties on or before August 31, 2018.

7

8 20. The Court finds that class settlement on the terms set forth in the Settlement
9 Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of
10 the Released Claims against Defendants.

11

12 21. Pursuant to CRC 3.771(b), the Claims Administrator is ordered to post on the
13 Claims Administrator's website a copy of this Judgment for a period of thirty days from the date
14 the Court signs the Judgment.

15

16 22. The Court finds the class settlement on the terms set forth in the Settlement
17 Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of
18 the Released Claims against Defendants. Without affecting the finality of this Judgment in any
19 way, this Court hereby retains continuing jurisdiction over the interpretation, implementation and
20 enforcement of the settlement and all orders and judgments entered in connection therewith.

21

IT IS SO ORDERED.

22

DATED: Feb. 13, 2018

23

15/ CAROLYN B. KUHL
ASSISTANT SUPERVISING JUDGE
COMPLEX CIVIL LITIGATION

24

HONORABLE CAROLYN B. KUHL
JUDGE FOR THE LOS ANGELES COUNTY
SUPERIOR COURT

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