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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

Rudy Ramirez, individually and on behalf of
all similarly situated individuals,

Plaintiff,

vs.

Mid-West Fabricating Company, an Ohio
corporation,

Defendant.

CASE NO. 30-2019-01102221-CU-OE-CXC

[Assigned for all Purposes to Honorable Peter
J. Wilson, Department CX102]

CLASS ACTION

**FINAL ORDER APPROVING CLASS ACTION
SETTLEMENT AND ENTERING JUDGMENT**

Date: June 3, 2021
Time: 2:00 p.m.
Dept.: CX-102
Judge: Hon. Peter Wilson

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This matter came on for hearing on June 3, 2021 upon the Plaintiff’s Notice of Motion and Motion for Final Approval of Class Action Settlement in this action on the terms set forth in the Joint Stipulation of Settlement and Release of Class Action, as amended, (the “Settlement” or “Stipulation”).¹ Due and adequate notice having been given to the members of the Class, and having considered the Settlement, all papers and proceedings held herein, and having reviewed the entire record in this action, *Rudy Ramirez, et al., v. Mid-West Fabricating Company*, Case No. 30-2019-01102221-CU-OE-CXC (the “Action”), and good cause appearing, the Court finds that:

WHEREAS, plaintiff Rudy Ramirez (“Plaintiff”) has alleged claims against defendant Mid-West Fabricating Company (“Defendant”) on behalf of himself and on behalf of others similarly situated, comprising the Class of “all persons employed by Defendant as non-exempt direct hire employees and/or who were supplied by temporary agencies to perform work for Defendant, and who worked at least one day” from October 3, 2015 to May 11, 2020;

WHEREAS, Plaintiff asserts claims against Defendant for: (1) Failure to Pay Minimum Wage for All Hours Worked (Lab. Code §§ 1182.12, 1194.2, 1197, 1197.1, and 1198); (2) Failure to Pay Overtime Wages (Lab. Code §§ 510 and 1198); (3) Failure to Provide Rest Periods (Cal. Lab. Code §§ 226.7 and 1198) ; (4) Failure to Provide Meal Periods (Cal. Lab. Code §§ 226.7, 512, and 1198); (5) Failure to Provide and Maintain Accurate Records (Lab. Code §§226(a)/(f)/(h), 226.3, and 1174(d)); (6) Failure to Timely Pay Wages (Lab. Code §§201-203); (7) PAGA Penalties (Lab. Code §§ 2699, *et seq.*; and (8) Violation of California Business & Professions Code §§ 17200, *et seq.* (Unlawful Business Practices);

¹ The Stipulation was filed on September 9, 2020 as Exhibit 1 of the Declaration of Elliot J. Siegel in Support of Plaintiff’s Motion For: (1) Preliminary Approval of Class Action Settlement; (2) Approval of Notice to Class Members and Related Materials; (3) Approval of Settlement Administrator; and (4) Setting Hearing for Final Approval of Settlement. The Amendment to the Stipulation was filed on October 26, 2020 as Exhibit D to the Supplemental Declaration of Elliot J. Siegel in Support of Plaintiff’s Motion For: (1) Preliminary Approval of Class Action Settlement; (2) Approval of Notice to Class Members and Related Materials; (3) Approval of Settlement Administrator; and (4) Setting Hearing for Final Approval of Settlement.

1 WHEREAS, this Court granted preliminary approval of the Parties' Settlement on
2 November 6, 2020 (the "Preliminary Approval Order");

3 WHEREAS, notice to the Class Members was sent in accordance with the Stipulation and
4 the Preliminary Approval Order;

5 WHEREAS, a fairness hearing on the proposed Settlement having been duly held and a
6 decision reached; and

7 NOW, therefore, the Court grants final approval of the Settlement as set forth below.

8 **IT IS HEREBY ORDERED THAT:**

9 1. To the extent defined in the Stipulation, incorporated herein by reference, the
10 terms in this Order shall have the meanings set forth therein.

11 2. The Court has jurisdiction over the subject matter of this Action, Defendant, and
12 the Class.

13 3. The Court hereby grants final approval of the Stipulation and Settlement,
14 including the Gross Settlement Amount, as fair, reasonable, and adequate in all respects to the
15 participating Class Members. The Court orders the Parties to comply with and carry out all terms
16 and provisions of the Settlement to the extent that the Settlement does not conflict this Order
17 and Judgment, in which case the provisions of this Order and Judgment shall take precedence.

18 4. The Court finds that the Class comprises 186 participating Class Members and
19 that a well-defined community of interest exists on the questions of law and fact involved
20 because in the context of the Settlement: (i) all related matters, predominate over any individual
21 questions; (ii) the claims of the Plaintiff are typical of claims of the Class Members; and (iii) in
22 negotiating, entering into and implementing the Settlement, Plaintiff and Class Counsel have
23 fairly and adequately represented and protected the interest of the Class Members.

24 5. The Court finds that the Settlement Agreement has been reached as a result of
25 informed and non-collusive arm's-length negotiations. The Court further finds that the Parties
26 have conducted extensive investigation and research, and their attorneys were able to
27 reasonably evaluate their respective positions. The Court also finds that the Settlement now will
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1 avoid additional and potentially substantial litigation costs, as well as delay and risks if the
2 Parties were to continue to litigate the case.

3 6. The Court is satisfied that the Settlement Administrator completed the
4 distribution of Class Notice to the Class in a manner that comported with California Rule of Court
5 3.766, in that the notice constituted was reasonably calculated, under the circumstances, to
6 apprise members of the Class of the nature and pendency of the litigation, their right and the
7 manner to object or exclude themselves from the proposed Settlement and to appear at the
8 Final Approval Hearing (as well as the plan for distribution of the Settlement funds, the
9 application for an enhancement award to the Class Representative, and the application for an
10 award of attorneys' fees and costs to Class Counsel), and informed them of the binding nature of
11 the Settlement. The Court finds that the notice was reasonable and constituted due, adequate,
12 and sufficient notice.

13 7. No Class Members filed written objections to the Settlement, no Class Members
14 filed a written statement of intention to appear at the Final Approval and Fairness Hearing, and
15 two individuals submitted requests for exclusion, which have been deemed to be valid.

16 8. The Class is defined as follows: "all persons employed by Defendant as non-
17 exempt direct hire employees and/or who were supplied by temporary agencies to perform
18 work for Defendant, and who worked at least one day during the Class Period" The term "Class
19 Period" shall refer to the time period from October 3, 2015 to May 11, 2020. The Court deems
20 this definition sufficient for the purpose of satisfying Rule 3.765(a) of the California Rules of
21 Court, and the purpose of effectuating the Settlement. The two Class Members who have validly
22 requested exclusion from the Settlement and the nine persons for whom no Notice Packet was
23 mailed in the first instance are **excluded** from the Class and are **not** bound by this Order and
24 Judgment. The two Class Members who validly requested exclusion are: (1) Richard Hernandez
25 and (2) Danny Carrillo.

26 9. As previously held in the Court's Preliminary Approval Order, the Court appoints
27 as Class Counsel the following attorneys: Elliot J. Siegel and Julian Burns King of King & Siegel
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1 LLP.

2 10. The Court approves the payment of attorneys' fees in the amount of \$137,410.63
3 to Class Counsel, which shall be paid from the Maximum Settlement Amount.

4 11. The Court approves the payment of attorneys' costs in the amount of \$9,814.61
5 to Class Counsel, which shall be paid from the Maximum Settlement Amount.

6 12. The Court approves a payment in the amount of \$15,000 to the California Labor &
7 Workforce Development Agency, representing the State of California's portion of civil penalties
8 under PAGA, which shall be paid from the Maximum Settlement Amount.

9 13. The Court approves the payment of reasonable settlement administration costs
10 to the Settlement Administrator, CPT Group, Inc., in the amount of \$12,000, which shall be paid
11 from the Maximum Settlement Amount.

12 14. The Court appoints Plaintiff Ramirez as Class Representative and finds him to be
13 adequate. The Court approves an enhancement award to Plaintiff and Class Representative Rudy
14 Ramirez in the amount of \$5,000, which amount shall be paid from the Maximum Settlement
15 Amount.

16 15. The plan of distribution as set forth in the Stipulation providing for the
17 distribution of the Net Settlement Amount to Class Members is finally approved as being fair,
18 reasonable, and adequate.

19 16. Settlement distribution checks shall be negotiable for 120 days from the date of
20 mailing. Any settlement checks that remain uncashed one-hundred and twenty (120) or more
21 calendar days after issuance shall be voided, and the Settlement Administrator will remit the
22 entire amount of each uncashed Net Settlement Payment to the Controller of the State of
23 California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500, *et*
24 *seq.*, for the benefit of those Settlement Class Members who did not cash their checks until such
25 time that they claim their property.

26 17. Without affecting the finality of this Order and Judgment, the Court reserves
27 exclusive and continuing jurisdiction over the Action; Plaintiff Rudy Ramirez; the Class; and
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1 Defendant Mid-West Fabricating Company for the purposes of supervising the administration,
2 implementation, enforcement, construction, and interpretation of the Stipulation, the
3 Preliminary Approval Order, the distribution of the settlement fund, and the Order and
4 Judgment.

5 18. By operation of this Order and Judgment, the claims in this Action of each Class
6 Member against Defendant are released as set forth in the Stipulation, except for those Class
7 Members that have validly requested exclusion and/or were identified in Paragraph 8.

8 19. This document shall constitute a Judgment for purposes of California Rule of
9 Court 3.769(h). This Judgment is intended to be a final disposition of the above-captioned action
10 in its entirety and is intended to be immediately appealable.

11 20. Within 10 days of this order, the Settlement Administrator shall give notice of
12 judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by
13 posting a copy of this Order and Judgment on its website.

14 21. In the event that the Settlement does not become effective in accordance with
15 the terms of the Stipulation, then this Order and Judgment shall be rendered null and void to the
16 extent provided by and in accordance with the Stipulation and shall be vacated, and, in such
17 event, all orders entered and releases delivered in connection herewith shall be null and void to
18 the extent provided by and in accordance with the Stipulation, and each party shall retain his,
19 her or its rights to proceed with litigation of the Action.

20 22. The Court hereby sets a hearing date of December 10, 2021 at 9:00 a.m. for a
21 hearing on the final accounting and distribution of the settlement funds. Counsel is ordered to
22 file a compliance status report at least 10 calendar days prior to the hearing. The final report
23 shall include all information necessary for the Court to determine the total amount actually paid
24 to class members and any amounts tendered to the State Controller's Office under the
25 Unclaimed Property law. The Court may take the hearing off calendar in response to the
26 compliance status report.

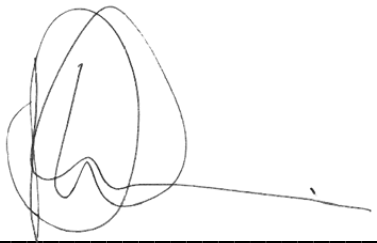
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1 23. The Court finds that there is no just reason for delay of entry of this Order and
2 Judgment and hereby directs its entry.

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IT IS SO ORDERED, ADJUDGED, AND DECREED.



DATED: June 11, 2021

Hon. Peter Wilson
Orange County Superior Court Judge