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10 MARILU GONZALES individually, and on  
11 behalf of all others similarly situated  
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13 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
14 FOR THE COUNTY OF ORANGE — CIVIL COMPLEX CENTER

15 MARILU GONZALES, an individual, on  
16 behalf of herself and all others similarly  
17 situated,

18 Plaintiff,

19 vs.

20 QUALITY ALUMINUM FORGE, LLC, an  
21 Ohio limited liability company; SIFCO  
22 INDUSTRIES, INC., an Ohio corporation;  
23 and DOES 1 through 50, inclusive,

24 Defendants.

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER  
**FEB 19 2021**  
DAVID H. YAMASAKI, Clerk of the Court  
BY: \_\_\_\_\_ DEPUTY

Case No. 30-2016-00887399-CU-OE-CXC  
CLASS ACTION

[Assigned for all purposes to  
Hon. James J. Di Cesare, Dept. C-16]

**[AMENDED PROPOSED] ORDER  
GRANTING PLAINTIFF'S MOTION  
FOR FINAL APPROVAL OF  
STIPULATION AND AGREEMENT TO  
SETTLE PUTATIVE CLASS ACTION**

Date: February 5, 2021  
Time: 9:30 a.m.  
Dept: C-16

Action Filed: May 13, 2016  
Trial Date: None Set

1 Plaintiff Marilu Gonzales's ("Plaintiff") Motion for Final Approval of Stipulation and  
2 Agreement to Settle Putative Class Action ("Motion") came on regularly for hearing on February 5,  
3 2021. Due and adequate notice having been given to the Class, and the Court having considered the  
4 Settlement, all papers filed and proceedings held herein and all oral and written comments received  
5 regarding the proposed settlement, and having reviewed the record in the action, and good cause  
6 appearing,

7 IT IS HEREBY ORDERED AS FOLLOWS:

8 1. All defined terms contained herein shall have the same meanings as set forth in the  
9 Stipulation and Agreement to Settle Putative Class Action and amendment thereto ("Settlement" or  
10 "Agreement").

11 2. The Court has jurisdiction over the subject matter of this action, the Class  
12 Representative, the Participating Class Members, and Defendants.

13 3. The Court finds that the dissemination of the Class Notice as provided for in the  
14 Court's Order Granting Plaintiff's Motion for Preliminary Approval of Stipulation and Agreement to  
15 Settle Putative Class Action, constituted the best notice practicable under the circumstances to all  
16 persons within the definition of the Class, and fully met the requirements of California law and due  
17 process under the United States Constitution. Based on evidence and other material submitted in  
18 conjunction with the Final Approval Hearing, the actual notice to the class was adequate and  
19 conformed with the requirements of California Code of Civil Procedure section 382, California Civil  
20 Code section 1781, California Rules of Court 3.766 and 3.769, the California and United States  
21 Constitutions, and any other applicable law.

22 4. The Court finds in favor of settlement approval.

23 5. The Court approves the settlement of the above-captioned action, as set forth in the  
24 Settlement, and each of the releases and other terms, as fair, just, reasonable, and adequate as to the  
25 Released Parties.

26 "Released Parties" means Quality Aluminum Forge, LLC and SIFCO Industries, Inc., or  
27 either of them, including their past, present, and future divisions, affiliates, parents, subsidiaries,  
28 predecessors, successors, assigns, shareholders, owners, officers, directors, employees, agents,

1 trustees, attorneys, representatives, administrators, fiduciaries, beneficiaries, insurers, subrogees,  
2 executors, partners, and privies.

3 “Released Claims” means all wage and hour and expense reimbursement related causes of  
4 action, claims, liens, demands, damages, penalties, fines, wages, liquidated damages, restitutionary  
5 amounts, attorneys’ fees and costs, interest, punitive damages, controversies, and liabilities that were  
6 alleged in the Action, or that could have been alleged in the Action based on the facts alleged in the  
7 Action, arising from the alleged violation of any provision of federal, state or local law or regulation  
8 relating to any wrongdoing pled or otherwise alleged in the course of the Action, including, but not  
9 limited to, all claims for failure to pay compensation for all time worked (including pursuant to all  
10 applicable Wage Orders and applicable sections of the California Code of Regulations), all claims for  
11 failure to pay required overtime and overtime at the proper rate (including pursuant to California  
12 Labor Code § 510), all claims for failure to provide meal periods or pay a premium in lieu thereof  
13 (including pursuant to California Labor Code §§ 226.7 and 512(a) and all applicable Wage Orders  
14 and applicable sections of the California Code of Regulations), all claims for failure to provide rest  
15 periods or pay a premium in lieu thereof (including pursuant to California Labor Code § 226.7 and all  
16 applicable Wage Orders and applicable sections of the California Code of Regulations), all claims for  
17 failure to reimburse for necessary business expenditures (including pursuant to California Labor  
18 Code §2802), all claims for failure to pay all wages due at time of termination (including pursuant to  
19 California Labor Code §§ 201, 202 and 203), all claims for failure to provide accurate itemized wage  
20 statements and to maintain and preserve payroll records (including pursuant to California Labor Code  
21 §§ 226, 1174 and 1175), all claims for penalties under the California Labor Code (including pursuant  
22 to California Labor Code sections 203, 226(e), 226.7(b), 558, and 1194.2, and 2698 *et seq.* (PAGA)),  
23 and all unfair competition law claims for restitution (including pursuant to Business and Professions  
24 Code section 17200 *et seq.* based on claims that were alleged in the Action, or could have been  
25 alleged in the Action based on the facts alleged in the Action), and all other claims of any kind for  
26 wages, business expenses, penalties, interest, costs and attorneys’ fees arising from the alleged  
27 violation of any provision of federal, state or local law or regulation that were or could have been  
28 raised as part of the Action based on the facts alleged in the Action, whether any of these claims are

1 known or unknown, suspected or unsuspected, which Named Plaintiff or any of the Participating  
2 Class Members have or had during the Class Period against any Released Party.

3 "Class Period" means the period from August 22, 2017 to July 13, 2020.

4 6. As of the Effective Date, in exchange for the consideration set forth in the  
5 Settlement, attached as Exhibits 3 and 4 to the Declaration of Matthew J. Matern in Support of  
6 Plaintiff's Motion for Final Approval of Stipulation and Agreement to Settle Putative Class Action,  
7 Participating Class Members will be deemed to have, and by operation of the Final Approval Order  
8 and Judgment, will have, expressly waived and released the Released Parties of the Released Claims  
9 (as defined in the Settlement) to the fullest extent permitted by the law.

10 "Effective Date" means the later of the time when: (i) the judgment of the Court granting final  
11 approval of the settlement is final and no longer subject to appeal, if there are objections, or (ii) 21  
12 days after the Court enters the order on final approval of the settlement, if there are no objections..

13 7. Solely for purposes of effectuating this Settlement, this Court has certified a Class  
14 defined as follows:

15 All current and former hourly production employees of Defendant  
16 Quality Aluminum Forge, LLC ("QAF") in the State of California at  
any time from August 22, 2017 to July 13, 2020.

17 The Court deems this definition sufficient for purposes of California Rules of Court 3.765(a) and  
18 3.771.

19 8. With respect to the Class and for purposes of approving the settlement only and  
20 for no other purpose, this Court finds and concludes that: (a) the Participating Class Members are  
21 ascertainable and so numerous that joinder of all members is impracticable; (b) there are  
22 questions of law or fact common to the Participating Class Members, and there is a well-defined  
23 community of interest among the Participating Class Members with respect to the subject matter of  
24 the non-exempt claims in the action; (c) the claims of the Class Representative are typical of the  
25 claims of the Participating Class Members; (d) the Class Representative has fairly and adequately  
26 protected the interests of the Participating Class Members; (e) a class action is superior to other  
27 available methods for an efficient adjudication of the action; and (f) Matern Law Group, PC is  
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1 qualified to serve as Class Counsel for Plaintiff in her individual and representative capacity and for  
2 the Participating Class Members.

3 9. The Court finds that zero (0) Class Members have requested exclusion from the  
4 Settlement and therefore all Class Members are bound by the terms of the Settlement.

5 10. No later than twenty (20) days after the Effective Date, QAF shall provide to the  
6 Settlement Administrator with the Maximum Settlement Amount of \$315,000.00.

7 11. The Court approves the Individual Settlement Payments, which shall be distributed to  
8 Participating Class Members no later than thirty (30) calendar days after the Effective Date, in  
9 accordance with the formula set forth in the Settlement. The Court authorizes the Settlement  
10 Administrator to distribute the Individual Settlement Payments to Participating Class Members in  
11 accordance with the terms of the Settlement.

12 12. The Maximum Settlement Amount shall cover all anticipated and unanticipated  
13 expenses associated with the settlement including the following items: (1) the Individual  
14 Settlement Payments to Participating Class Members; (2) Class Counsel's attorneys' fees and costs;  
15 (3) the Settlement Administration Costs; (4) the Enhancement payment for Plaintiff; and (5) the  
16 PAGA penalty payment. Defendants shall separately pay the employer-side tax contributions  
17 attributable to the wage component of the Maximum Settlement Amount. The Court finds that  
18 these amounts are fair and reasonable. Defendants are directed to make such payments in  
19 accordance with the terms of the Settlement.

20 13. The Court approves the Enhancement payment of \$15,000 to Plaintiff.

21 14. The Court hereby awards Class Counsel, Matern Law Group, PC, \$105,000.00 for  
22 reasonable attorneys' fees. The Court also awards Class Counsel \$15,000.00 for costs and expenses,  
23 to be paid from the Maximum Settlement Amount.

24 15. The Settlement limits the Settlement Administration Costs to \$10,000.00. The  
25 Court hereby approves the Settlement Administration Costs to CPT Group, Inc. in the amount of  
26 \$9,500.00 to be paid from the Maximum Settlement Amount with the remaining portion of the  
27 \$10,000.00 allocation to become part of the Net Settlement Amount.

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1           16.     The Court hereby approves the PAGA Penalties Payment to be paid to the California  
2 Labor and Workforce Development Agency in the amount of \$16,500.00.

3           17.     In the event that an Individual Settlement Payment check remains uncashed after  
4 one hundred twenty (120) calendar days from the date of mailing, the sum of the unpaid funds  
5 plus any interest that has accrued thereon, shall be paid by the Settlement Administrator to  
6 the California Unclaimed Property Fund.

7           18.     The Court hereby sets a Post-Approval Accounting hearing for October 22, 2021 at  
8 9:30 a.m.

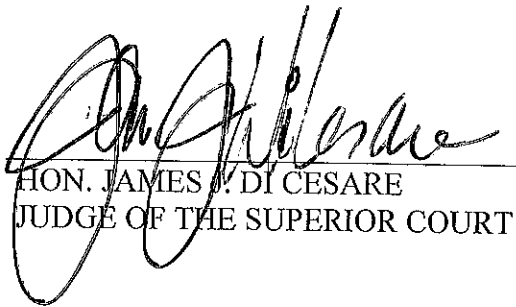
9           19.     The Court reserves exclusive and continuing jurisdiction over the action, the Class  
10 Representative, the Class, and Defendants for purposes of supervising the implementation,  
11 enforcement, construction, administration and interpretation of the Settlement and this Order.

12           20.     Plaintiff shall submit a copy of this Order to the California Labor Workforce  
13 Development Agency within ten (10) calendar days of the Court's entry of this Order.

14           21.     The Settlement Administrator shall post notice of this Order on its website within  
15 seven (7) calendar days of the Court's entry of this Order.

16           IT IS SO ORDERED.

17  
18 DATED: 2/19/2021

  
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HON. JAMES J. DI CESARE  
JUDGE OF THE SUPERIOR COURT

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