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10 MARILU GONZALES individually, and on  
11 behalf of all others similarly situated

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF ORANGE — CIVIL COMPLEX CENTER

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

Plaintiff,

vs.

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

Defendants.

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]~~ JUDGMENT

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

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

**FILED**

SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

FEB 19 2021

DAVID H. YAMASAKI, Clerk of the Court

BY: \_\_\_\_\_, DEPUTY

**JUDGMENT**

1. In accordance with and for the reasons stated in the Court's Order Granting Plaintiffs' Motion for Final Approval of Stipulation and Agreement to Settle Putative Class Action, Judgment shall be entered whereby, upon the Effective Date, Plaintiff Marilu Gonzales ("Plaintiff") and all Participating Class Members shall take nothing from Defendants, except as expressly set forth in the Stipulation and Agreement to Settle Putative Class Action ("Settlement" or "Agreement") and amendment thereto, attached as Exhibits 3 and 4 to the Declaration of Matthew J. Matern in Support of Plaintiffs' Motion for Final Approval of Stipulation and Agreement to Settle Putative Class Action.

2. All defined terms contained herein shall have the same meanings as set forth in the Agreement.

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

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

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

5. As of the Effective Date, in exchange for the consideration set forth in the Settlement, Participating Class Members will be deemed to have, and by operation of the Final Approval Order and Judgment, will have, expressly waived and released the Released Parties of the Released Claims (as defined in the Settlement) to the fullest extent permitted by the law. All Participating Class Members will be bound by a release of all claims and causes of action falling within the definition of Released Claims.

"Released Parties" means Quality Aluminum Forge, LLC and SIFCO Industries, Inc., or either of them, including their past, present, and future divisions, affiliates, parents, subsidiaries, predecessors, successors, assigns, shareholders, owners, officers, directors, employees, agents, trustees, attorneys, representatives, administrators, fiduciaries, beneficiaries, insurers, subrogees,

1 executors, partners, and privies.

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

1 Class Members have or had during the Class Period against any Released Party.

2 6. The Court reserves exclusive and continuing jurisdiction over the action, Plaintiff, the  
3 Participating Class Members, and Defendants for purposes of supervising the implementation,  
4 enforcement, construction, administration and interpretation of the Settlement and this Judgment.

5 7. Plaintiff shall submit a copy of this Judgment to the California Labor Workforce  
6 Development Agency within ten (10) calendar days of the Court's entry of this Judgment.

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

9 IT IS SO ORDERED.

10  
11 DATED: 2/19/2021

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