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6 Attorneys for Plaintiff
MARILU GONZALES individually, and on
7 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. Randall J. Sherman, Dept. CX105]

**~~[AMENDED PROPOSED]~~ ORDER
GRANTING PLAINTIFF’S MOTION
FOR PRELIMINARY APPROVAL OF
STIPULATION AND AGREEMENT TO
SETTLE PUTATIVE CLASS ACTION
(RELATED TO ROA #157)**

Date: July 10, 2020
Time: 10:00 a.m.
Dept: CX105

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

1 Plaintiff Marilu Gonzales’s (“Plaintiff’s”) Motion for Preliminary Approval of Stipulation and
2 Agreement to Settle Putative Class Action (“Motion”) came on regularly for hearing on July 10,
3 2020. Having reviewed Plaintiff’s Motion, the Declaration of Matthew J. Matern and exhibits
4 thereto, including the Stipulation and Agreement to Settle Putative Class Action (“Agreement”), the
5 Amendment to Stipulation and Agreement to Settle Putative Class Action (“Amendment to
6 Settlement Agreement”), the Supplemental Declaration of Matthew J. Matern, and good cause
7 appearing therefor, the Court hereby finds and ORDERS as follows:

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

10 2. The Court finds that, on a preliminary basis, the Agreement appears to be within the
11 range of reasonableness of a settlement that could ultimately be given final approval by this Court. It
12 appears to the Court on a preliminary basis that the settlement is fair, adequate and reasonable as to
13 all potential Class Members when balanced against the probable outcome of further litigation relating
14 to liability and damages issues. It also appears that extensive and costly investigation, research, and
15 court proceedings have been conducted so that counsel for the parties are able to reasonably evaluate
16 their respective positions. It appears to the Court that settlement at this time will avoid substantial
17 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
18 further prosecution of the Action. It also appears that settlement has been reached as a result of
19 intensive, serious and non-collusive, arms-length negotiations.

20 3. The Court provisionally certifies for settlement purposes only the following class
21 (“Class”):

22 All current and former hourly production employees of Defendant Quality
23 Aluminum Forge, LLC in the State of California at any time from August
24 22, 2017 to the date of Preliminary Approval.

25 4. The Court finds, for Settlement purposes only, that the Class meets the requirements
26 for certification under California Code of Civil Procedure § 382 in that: (1) the Class is so numerous
27 that joinder is impractical; (2) there are questions of law and fact that are common to all Class
28 Members which predominate over individualized issues; (3) Plaintiff’s claims are typical of the

1 claims of the Class; (4) Plaintiff and Plaintiff's counsel will fairly and adequately protect the interests
2 of the Class; and (5) a class action is superior to other available methods for the fair and efficient
3 adjudication of the controversy.

4 5. The Court appoints, for Settlement purposes only, Plaintiff Marilu Gonzales as Class
5 Representative.

6 6. The Court appoints, for Settlement purposes only, Matern Law Group, PC as Class
7 Counsel. Class Counsel is authorized to act on behalf of the Class with respect to all acts or consents
8 required by, or which may be given pursuant to the Agreement, and such other acts reasonably
9 necessary to finalize the Agreement and its terms. Any Class Member may enter an appearance
10 through his or her own counsel at such Class Member's own expense. Any Class Member who does
11 not enter an appearance or appear on his or her own behalf will be represented by Class Counsel.

12 7. The Court hereby preliminarily approves the terms and conditions provided for in the
13 Agreement.

14 8. The Court hereby preliminarily approves the Agreement and the Maximum Settlement
15 Amount in the amount of \$315,000. The Maximum Settlement Amount shall cover all anticipated
16 and unanticipated expenses associated with the settlement, including the following items: (1) Class
17 Counsel's attorneys fees and costs; (2) an Enhancement award to Plaintiff; (3) the LWDA payment
18 (4) Settlement Administration Costs; and (5) the Individual Settlement Payments to Participating
19 Class Members. The employers' share of payroll taxes applicable to the wage portion of the
20 Individual Settlement Payments shall be paid by Defendant Quality Aluminum Forge, LLC separate
21 from and in addition to the Maximum Settlement Amount.

22 9. A Final Approval Hearing will be held before this Court on November 13, 2020 at
23 10:00 a.m. in Department CX-105 of the Orange County Superior Court, Civil Complex Center,
24 located at 751 W. Santa Ana Blvd, Santa Ana, California 92701, to determine all necessary matters
25 concerning the Agreement, including whether the Agreement is fair, adequate, and reasonable and
26 should be finally approved by the Court and whether a Judgment should be entered herein. At the
27 same time, a hearing on Class Counsel's motion for attorneys' fees and reimbursement of litigation
28 costs and the Class Representative Enhancement shall also be held.

1 10. The Court approves, as to form and content, the amended Notice of Proposed Class
2 Action Settlement (“Class Notice”) attached as Exhibit 2 to the Amendment to Settlement
3 Agreement. The Court finds that the distribution of the Class Notice, substantially in the manner and
4 form set forth in the Agreement and this Order, meets the requirements of due process and shall
5 constitute due and sufficient notice to all parties entitled thereto, in compliance with California Code
6 of Civil Procedure § 382, California Civil Code § 1781, California Rules of Court 3.766 and 3.769,
7 the California and United States Constitutions, and other applicable laws.

8 11. The Court appoints CPT Group as the Settlement Administrator. The Court hereby
9 directs the Settlement Administrator to provide the approved Class Notice to Class Members
10 according to the procedures set forth in the Agreement.

11 12. Any Class Member may choose to be excluded from the settlement as provided in the
12 Agreement and Class Notice and by following the instructions for requesting exclusion. Any person
13 who timely and properly requests to be excluded from the settlement will not be bound by the
14 Agreement or have any right to object, appeal, or comment thereon. Any request for exclusion must
15 be signed by each such Class Member and must otherwise comply with the requirements delineated
16 in the Class Notice and Agreement. Class Members who have not requested exclusion by submitting
17 a valid and timely request for exclusion, postmarked no later than 45 days after the date the
18 Settlement Administrator initially mails the Class Notice to the Class Members, shall be bound by all
19 determinations of the Court, the Agreement, and the Judgment.

20 13. Any Class Member or his or her attorney may appear at the Final Approval Hearing
21 and object to the Agreement or express his or her views regarding the Agreement, and may present
22 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and
23 determined by the Court as provided in the Class Notice.

24 14. The Parties are ordered to carry out the settlement according to the terms of the
25 Agreement.

26 15. Pending the Final Approval Hearing, all proceedings in this action, other than
27 proceedings necessary to carry out or enforce the terms and conditions of the Agreement and this
28 Order, are stayed.

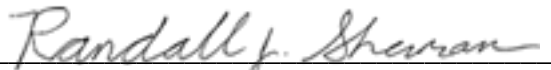
1 16. — To facilitate administration of the Agreement pending final approval, the Court hereby
2 enjoins all Class Members from filing or prosecuting any claims, suits, or administrative proceedings
3 regarding claims released by the Agreement unless and until such Class Members have submitted
4 valid and timely requests for exclusion to the Settlement Administrator.

5 17. The Court orders the following implementation schedule:

6 Last day for QAF to provide Class List to Settlement Administrator	15 days after the date of this Order
7 Last day for Settlement Administration to mail Notice Packets to Class Members	30 days after the date of this Order
8 Deadline for Class Members to exclude themselves from the Agreement	45 days after the Settlement Administrator initially mails the Class Notice to Class Members
9 Last day to file and serve the Motion for Final Approval of Class Action Settlement	October 21, 2020
10 Final Approval Hearing	November 13, 2020 at 10:00 a.m.

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15 IT IS SO ORDERED.

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18 DATED: **July 13, 2020**


HON. RANDALL J. SHERMAN
JUDGE OF THE SUPERIOR COURT

1 **PROOF OF SERVICE**

2 *Gonzales v. Quality Aluminum Forge, LLC, et al.*
3 **OCSC Case No. 30-2016-00887399-CU-OE-CXC**

4 I am employed in the County of Los Angeles, State of California. I am over the age of 18
5 years, and not a party to this action. My business address is 1230 Rosecrans Avenue, Suite 200,
6 Manhattan Beach, California 90266.

7 On June 17, 2020, I served the following document or documents:

8 **SUPPLEMENTAL DECLARATION OF MATTHEW J. MATERN IN SUPPORT OF**
9 **PLAINTIFF’S MOTION FOR PRELIMINARY APPROVAL OF STIPULATION AND**
10 **AGREEMENT TO SETTLE PUTATIVE CLASS ACTION**

11 **By e-mail or electronic transmission.** I caused the documents to be sent to the person at
12 the e-mail addresses listed below. I did not receive, within a reasonable time after the
13 transmission, any electronic message or other indication that the transmission was
14 unsuccessful.

15 Marie D. DiSante, Esq. 16 Steven A. Micheli, Esq. CAROTHERS DISANTE & FREUDENBERGER LLP 18300 Von Karman Avenue, Suite 800 Irvine, California 92612 Telephone: (949) 622-1661 Facsimile: (949) 622-1669 Email: mdisante@cdflaborlaw.com smicheli@cdflaborlaw.com	Attorney for Defendants QUALITY ALUMINUM FORGE, LLC and SIFCO INDUSTRIES, INC.
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17 I declare under penalty of perjury under the laws of the State of California that the foregoing is
18 true and correct.

19 Executed on June 17, 2020, at Manhattan Beach, California.

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Hannah Ahn