

1 **MELMED LAW GROUP, P.C.**  
Jonathan Melmed (SBN 290218)  
2 jm@melmedlaw.com  
Laura M. Supanich (SBN 314805)  
3 lms@melmedlaw.com  
Maria Burciaga (SBN 334545)  
4 mb@melmedlaw.com  
Anne Kramer (SBN 314131)  
5 ak@melmedlaw.com  
1801 Century Park East, Suite 850  
6 Los Angeles, California 90067  
Telephone: (310) 824-3828  
7 Facsimile: (310) 862-6851

8 *Attorneys for Plaintiff, the Putative Class, and the Aggrieved Employees*

9 **IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
10 **FOR THE COUNTY OF ORANGE**

11 EDWIN HERNANDEZ, an individual on  
12 behalf of himself, the State of California, as  
13 private attorney general, and on behalf of all  
14 others similarly situated,

15 Plaintiff,

16 v.

17 AVON PROTECTION SYSTEMS, INC., a  
Michigan Corporation; CERADYNE, INC., a  
18 Delaware Corporation; and DOES 1 TO 50,  
inclusive,

19 Defendants.

Case No. 30-2021-01183162-CU-OE-CXC

**[PROPOSED] ORDER GRANTING FINAL  
APPROVAL OF CLASS ACTION  
SETTLEMENT AND FINAL JUDGMENT**

Date: January 13, 2023

Time: 10:00 a.m.

Dept: CX105

Judge: Hon. Randall J. Sherman

Complaint Filed: February 9, 2021

FAC Filed: July 12, 2021

1 On January 13, 2023, the Court held a hearing on Plaintiff’s Motion for Final Approval of Class  
2 Action Settlement.

3 In conformity with California Rules of Court, Rule 3.769, with due and adequate notice having  
4 been given to Class Members, and the Court having considered the Settlement Agreement and Release of  
5 Class and PAGA Representative Action (“Settlement Agreement”) attached as Exhibit A to the  
6 Declaration of Jonathan Melmed in support of Motion for Preliminary Approval filed on March 28, 2022,  
7 as amended, all of the legal authorities and documents submitted in support thereof, all papers filed and  
8 proceedings had herein, all oral and written comments received regarding the proposed settlement, and  
9 having reviewed the record in this litigation, and good cause appearing, the Court **GRANTS final**  
10 **approval of the Settlement and ORDERS AND MAKES THE FOLLOWING FINDINGS AND**  
11 **DETERMINATIONS AND ENTERS FINAL JUDGMENT AS FOLLOWS:**

12 1. All terms used in this Order Granting Final Approval of Class Action Settlement (the  
13 “Order”) shall have the same meanings given as those terms are used and/or defined in the parties’  
14 Settlement Agreement. ~~A copy of the Settlement Agreement is attached as Exhibit A to the Declaration~~  
15 ~~of Jonathan Melmed in support of Motion for Preliminary Approval and is made a part of this Order.~~

16 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter  
17 jurisdiction to approve this Settlement and all exhibits thereto.

18 3. For settlement purposes only, the Court finally certifies the Class, as defined in the  
19 Agreement and as follows:

20 *all individuals who are or were employed as non-exempt employees by Defendants in*  
21 *California at any time during January 2, 2020 through January 18, 2022.*

22 4. The Court deems this definition sufficient for the purpose of California Rule of Court  
23 3.765(a), and solely for the purpose of effectuating the Settlement.

24 5. The Court finds that an ascertainable class of 115 class members exists and a well-defined  
25 community of interest exists on the questions of law and fact involved because in the context of the  
26 Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of the  
27 Plaintiff are typical of claims of the Class Members; and (iii) in negotiating, entering into and  
28 implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and  
protected the interest of the Class Members.

1           6.       The Court is satisfied that ILYM Group, Inc., which functioned as the Settlement  
2 Administrator, completed the distribution of Class Notice and Share Form to the Class in a manner that  
3 comports with California Rule of Court 3.766. The Class Notice informed 116 Class Members of the  
4 Settlement terms, their rights to do nothing and receive their settlement share, their rights to submit a  
5 request for exclusion, their rights to comment on or object to the Settlement, and their rights to appear at  
6 the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time  
7 to respond and to act were provided by each of these procedures.

8           7.       No Class Members filed written objections to the Settlement as part of this notice process,  
9 and no Class Members filed a written statement of intention to appear at the Final Approval Hearing.

10          8.       One Class Member submitted requests for exclusion and will not be bound by the  
11 Released Claims. That individual is identified as Loan Nguyen.

12          9.       The Court hereby approves the terms set forth in the Settlement Agreement, as amended,  
13 and finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent and  
14 compliant with all applicable requirements of the California Code of Civil Procedure, the California and  
15 United States Constitutions, including the Due Process clauses, the California Rules of Court, and any  
16 other applicable law, and in the best interests of each of the Parties and Class Members.

17          10.       The Court directs the Parties to effectuate the Settlement Agreement according to its terms  
18 and declares the Settlement Agreement to be binding on all Class Members.

19          11.       The Court finds that the Settlement Agreement has been reached as a result of informed  
20 and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted  
21 extensive investigation and research, and their attorneys were able to reasonably evaluate their respective  
22 positions.

23          12.       The Court also finds that the Settlement now will avoid additional and potentially  
24 substantial litigation costs, as well as delay and risks of the Parties were to continue to litigate the case.  
25 Additionally, after considering the monetary recovery provided as part of the Settlement in light of the  
26 challenges posed by continued litigation, and Court concludes that Class Counsel secured significant  
27 relief for Class Members.

28          13.       The Settlement Agreement is not an admission by Defendant, nor is this Order a finding of

1 the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement  
2 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement  
3 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,  
4 concession, or liability whatsoever by or against Defendant.

5 14. The Court appoints Plaintiff Edwin Hernandez as Class Representative and finds him to be  
6 adequate.

7 15. The Court appoints Jonathan Melmed, Esq. and Laura Supanich, Esq. of Melmed Law  
8 Group P.C. as Class Counsel, and finds them to be adequate, experienced, and well-versed in class action  
9 litigation.

10 16. The terms of the Agreement, including the Gross Settlement Amount of \$275,000.00 are  
11 fair, adequate, and reasonable to the Class and to each Class Member, and the Court grants final approval  
12 of the Settlement set forth in the Settlement Agreement, subject to this Order. The Court approves the  
13 following allocations, which fall within the ranges stipulated by and through the Settlement Agreement:

- 14 a. The \$7,500.00 designated for payment to ILYM Group, Inc., the Settlement Administrator, is  
15 fair and reasonable. The Court grants final approval of, and orders the Parties to make the  
16 payment to the Settlement Administrator in accordance with the Agreement.
- 17 b. The \$91,666.67 amount requested by Plaintiff and Class Counsel for the Class Counsel's  
18 attorneys' fees is fair and reasonable in light of the benefit obtained for the Class. The Court  
19 grants final approval of, awards, and orders the Class Counsel Fees Payment to be made in  
20 accordance with the Agreement.
- 21 c. The Court awards \$10,000.00 in litigation costs, an amount which the Court finds to be  
22 reflective of the reasonable costs incurred. The Court grants final approval of, and order the  
23 Class Counsel Litigation Expenses Payment in this amount to be made in accordance with the  
24 Agreement.
- 25 d. The \$5,000.00 awarded to ~~\$7,500.00 requested by~~ Plaintiff for the Incentive Award is fair and  
26 reasonable. The Court grants final approval of, and orders the Incentive Award to be paid in  
27 accordance with the Agreement.
- 28 e. The Court approves the \$20,000.00 allocation assigned for claims under the Private Attorney

1 General Act (PAGA), and orders 75% thereof (i.e., \$15,000.00) to be paid to the California  
2 Labor and Workforce Development Agency (LWDA) in accordance with the terms of the  
3 Settlement Agreement.

4 17. The Court orders the Parties to comply with and carry out all terms and provisions of the  
5 Settlement, to the extent that the terms thereunder do not contradict this Order, in which case the  
6 provisions of this Order shall take precedence and supersede the Settlement.

7 18. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's rights  
8 to continue to oppose the merits of the claims in this Action or class treatment of these claims in this case  
9 if the Settlement fails to become final or effective, or in any other case without limitation.

10 19. All Class Members shall be bound by the Settlement and this Order, including the release  
11 of claims as set forth in the Agreement.

12 20. The Parties shall bear their own respective attorneys' fees and costs except as otherwise  
13 provided in the Settlement Agreement.

14 21. All checks mailed to the Class Members must be cashed within one hundred eighty (180)  
15 days after mailing.

16 22. If any check remains uncashed by the expiration of the 180-day period, the Settlement  
17 Administrator will pay out the Individual Settlement Amount represented by the check in accordance  
18 with Code of Civil Procedure Section 384 to the State of California Unclaimed ~~Wage or~~ Property Fund.

19 23. Within 10 days after the Court has held a Final Approval Hearing and entered a final order  
20 certifying the Class for settlement purposes only and approving the Class Settlement, the Settlement  
21 Administrator will give notice of judgment to Settlement Class Members pursuant to California Rules of  
22 Court, Rule 3.771(b), by posting a copy of the Order and Final Judgment on its website.

23 24. The Court retains continuing jurisdiction over the Action and the Settlement, including  
24 jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the  
25 Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-  
26 Judgment matters as may be appropriate under court rules or applicable law.

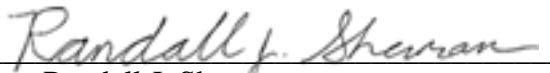
27 25. Plaintiff shall file with the Court a report regarding the status of distribution at least  
28 sixteen (16) court days prior to the Final Report Hearing date.

1           26.     This Final Judgment is intended to be a final disposition of the above captioned action in  
2 its entirety and is intended to be immediately appealable. This Judgment resolves and extinguishes all  
3 claims released by the Settlement Agreement, against Defendants.

4           27.     The Court hereby sets a hearing date of October 13, 2023, at 10:00 a.m., for a hearing on  
5 the final accounting and distribution of the settlement funds.

6           **IT IS SO ORDERED, ADJUDGED, AND DECREED:**

7  
8 DATED: **January 13, 2023**

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Hon. Randall J. Sherman  
Judge of the Superior Court, Orange County