

**JCL LAW FIRM, APC**

Jean-Claude Lapuyade (State Bar #248676)  
Sydney Castillo-Johnson (State Bar #343881)  
John L. Nitti (State Bar #330752)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619) 599-8292  
[jlapuyade@jcl-lawfirm.com](mailto:jlapuyade@jcl-lawfirm.com)  
[scastillo@jcl-lawfirm.com](mailto:scastillo@jcl-lawfirm.com)  
[jnitti@jcl-lawfirm.com](mailto:jnitti@jcl-lawfirm.com)

**ZAKAY LAW GROUP, APLC**

Shani O. Zakay (State Bar #277924)  
Nicole Noursamadi (State Bar #357246)  
5440 Morehouse Drive, Suite 3600  
San Diego, CA 92121  
Telephone: (619) 255-9047  
[shani@zakaylaw.com](mailto:shani@zakaylaw.com)  
[nicole@zakaylaw.com](mailto:nicole@zakaylaw.com)

Attorneys for Plaintiff STANLEY RENE

**SUPERIOR COURT OF THE STATE OF CALIFORNIA**

**IN AND FOR THE COUNTY OF RIVERSIDE**

STANLEY RENE, individually, and on behalf  
of other members of the general public  
similarly situated,

Plaintiff,

v.

KOCH FILTER CORPORATION, a Kentucky  
corporation; and DOES 1 through 100,  
inclusive,

Defendant.

Case No. CVRI2300700

**~~PROPOSED~~ ORDER AND JUDGMENT  
GRANTING FINAL APPROVAL OF CLASS  
AND PAGA ACTION SETTLEMENT,  
APPROVAL OF CLASS COUNSEL AWARD  
AND CLASS REPRESENTATIVE SERVICE  
AWARD**

Date: March 11, 2025

Time: 8:30 a.m.

Judge: Hon. Harold W. Hopp

Dept.: 1

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF RIVERSIDE

**MAR 11 2025**

**E. Escobedo**

**SM2**

**MAR 12 2025**

1 Plaintiff Stanley Rene's ("Plaintiff") motion for an order finally approving the Stipulation  
2 of Settlement of Class and PAGA Claims and Release of Claims ("Agreement" or "Settlement"),  
3 attached as Exhibit "1" to the Declaration of Sydney Castillo-Johnson, Esq, in support of Plaintiff's  
4 Motion for Final Approval of Class Action and PAGA Payment filed on January 7, 2025, and  
5 Motion for Class Counsel Award and Class Representative Service Award, duly came on for hearing  
6 on January 30, 2025, before the above-entitled Court. Zakay Law Group, APLC, JCL Law Firm,  
7 APC, and Lawyers for Justice, P.C. appeared on behalf of Plaintiff Stanley Rene ("Plaintiff").  
8 Ogletree, Deakins, Nash, Smoak & Stewart, P.C., appearing as counsel for defendant Koch Filter  
9 Corporation ("Defendant").

10 I.

11 **FINDINGS**

12 Based on the oral and written argument and evidence presented in connection with the  
13 motion, the Court makes the following findings:

14 1. All capitalized terms used herein shall have the same meaning as defined in  
15 the Agreement.

16 2. This Court has jurisdiction over the subject matter of this litigation pending  
17 in the California Superior Court for the County of Riverside ("Court"), Case No. CVRI2300700,  
18 entitled *Stanley Rene v. Koch Filter Corporation*, and over all Parties to this litigation, including the  
19 Class.

20 **Preliminary Approval of the Settlement**

21 3. On October 3, 2024, the Court granted preliminary approval of the Settlement  
22 ("Preliminary Approval Order"). At the same time, the Court approved conditional certification of  
23 the Class for settlement purposes only. The Court confirms this Order and finally approves the  
24 Settlement and the certification of the Class for settlement purposes.

25 **Notice to the Class**

26 4. In compliance with the Preliminary Approval Order, the Notice Packet was  
27 mailed by first class mail to the Class Members at their last known addresses on or about November  
28 7, 2024. Mailing of the Notice Packet to their last known addresses was the best notice practicable

1 under the circumstances and was reasonably calculated to communicate actual notice of the  
2 litigation and the proposed settlement to the members of the Class Members. The Court finds that  
3 the Notice Packet provided fully satisfies the requirements of California Rules of Court, rule 3.769.  
4 The Notice Packet given to the Class Members fully and accurately informed the Class Members of  
5 all material elements of the proposed Settlement and of their opportunity to object to or comment  
6 thereon or to seek exclusion from the Settlement; was valid, due, and sufficient notice to all Class  
7 Members; and complied fully with the laws of the State of California, the United States Constitution,  
8 due process and other applicable law. The Notice Packet fairly and adequately described the  
9 Settlement and provided Class Members adequate instructions and a variety of means to obtain  
10 additional information.

11           5.       The Response Deadline for opting out or objecting was December 22, 2024.  
12 There was an adequate interval between notice and deadline to permit Class Members to choose  
13 what to do and act on their decision. A full opportunity has been afforded to the Class Members to  
14 participate in this hearing, and all Class Members and other persons wishing to be heard have been  
15 heard. Class Members also have had a full and fair opportunity to exclude themselves from the  
16 proposed Settlement and Class. Accordingly, the Court determines that all Class Members who did  
17 not timely and properly submit a request for exclusion are bound by the Settlement and this Final  
18 Approval Order and Judgment. There are *zero* opt-outs and *zero* exclusions to the Settlement.  
19 Therefore, 100% of the Class Members will be participating in the Settlement and will be sent  
20 Individual Settlement Payments. Aggrieved Employees will also be bound by the Settlement and be  
21 sent their Aggrieved Employee Payment, as applicable under the Agreement.

## 22 **Fairness Of the Settlement**

23           6.       The Agreement provides for a Gross Settlement Amount of \$298,000.00.  
24 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48  
25 Cal.App.4th 1794, 1801.)

26           a.       The settlement was reached through arms-length bargaining between  
27 the Parties during and after a full-day mediation with the Hon. Brian C. Walsh (ret.). There is no  
28 evidence of any collusion between the Parties in reaching the proposed settlement.

1                   b.     The Parties' investigation and discovery have been sufficient to allow  
2 the Court and counsel to act intelligently.

3                   c.     Counsel for all parties are experienced in similar employment class-  
4 action and PAGA litigation and have previously settled similar class and PAGA claims. All counsel  
5 recommended approval of the Settlement.

6                   d.     The percentage of objectors and requests for exclusion is zero. No  
7 objections were received. No requests for exclusion were received.

8                   e.     The participation rate is high. 100% of Class Members will be  
9 participating in the Settlement and will be sent settlement payments.

10                7.     The consideration to be given to the Class Members under the terms of the  
11 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the claims  
12 asserted in this Action and is fair, reasonable, and adequate compensation for the release of the  
13 Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the  
14 litigation and the delays which would ensue from continued prosecution of the Action.

15                8.     The Agreement is finally approved as fair, adequate, and reasonable and in  
16 the best interests of the Settlement Class Members.

17 **PAGA Payment**

18                9.     The Agreement provides for a payment of PAGA Payment in the amount of  
19 \$10,000.00. The Court has reviewed the PAGA Payment and finds and determines that the PAGA  
20 Payment and the allocation of \$7,500.00 to the Labor and Workforce Development Agency  
21 ("LWDA Payment") and \$2,500.00 to Aggrieved Employees ("Aggrieved Employee Payment") is  
22 fair and reasonable and complies with the requirements set forth in *Moniz v. Adecco USA, Inc.*  
23 (2021) 72 Cal.App.5th 56. The LWDA received notice of the Settlement as required under  
24 applicable law and did not object to the Settlement.

25 **Class Counsel Award**

26                10.    The Agreement provides for a Class Counsel Award in the amount of up to  
27 One Hundred Fourteen Thousand, Nine Hundred Ten Dollars and Seventy-Three Cents  
28 (\$114,910.73). Subject to Court approval, the Class Counsel Award consists of attorneys' fees equal

1 to one-third (1/3) of the Gross Settlement Amount, or Ninety-Nine Thousand, Three Hundred  
2 Thirty-Three Dollars and Thirty-Three Cents (\$99,333.33) and reimbursement of costs and expenses  
3 in the amount of Fifteen Thousand, Five Hundred Seven Dollars and Forty Cents (\$15,577.40).

4           11. A Class Counsel Award of One Hundred Fourteen Thousand, Nine Hundred  
5 Ten Dollars and Seventy-Three Cents (\$114,910.73) comprised of attorneys' fees in the amount of  
6 Ninety-Nine Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$99,333.33)  
7 and reimbursement of actually incurred costs and expenses in the amount of Fifteen Thousand, Five  
8 Hundred Seventy-Seven Dollars and Forty Cents (\$15,577.40) is reasonable in light of the  
9 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results  
10 achieved by Class Counsel. The requested attorneys' fee award represents 1/3 of the common fund,  
11 which is reasonable and at the low end of the range for fee awards in common fund cases and is  
12 supported by Class Counsel's lodestar.

13 **Class Representative Service Award**

14           12. The Agreement provides for a Class Representative Service Award of up to  
15 Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff, subject to the Court's approval. The  
16 Court finds that the amount of Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff is  
17 reasonable in light of the risks and burdens undertaken by the Plaintiff in this class action litigation.

18 **Settlement Administration Expenses**

19           13. The Agreement provides for Settlement Administration Expenses to be paid  
20 in an amount not to exceed \$5,000.00. The Declaration of the Settlement Administrator provides  
21 that the actual claims administration expenses were \$5,000.00. The amount of this payment is  
22 reasonable in light of the work performed by the Settlement Administrator.

23 **II.**

24 **ORDERS**

25 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED,  
26 ADJUDICATED AND DECREED:

27           1. The Class is certified for the purposes of settlement only. The Settlement  
28 Class is hereby defined to include all current and former hourly-paid or non-exempt employees who

1 worked for Defendant within the State of California ("Class") during the period between February  
2 9, 2019, through July 16, 2024 ("Class Period").

3           2. Every person in the Class who did not submit a timely and valid Request for  
4 Exclusion is a Settlement Class Member. The Court finds, based on the declaration of the Settlement  
5 Administrator, that none of the Class Members opted-out of the Settlement.

6           3. The Agreement is hereby approved as fair, reasonable, adequate, and in the  
7 best interest of the Class. The Parties are ordered to effectuate the Settlement in accordance with  
8 this Order and the terms of the Agreement.

9           4. Any envelope transmitting a settlement distribution to a Class Member shall  
10 bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." Any  
11 checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and  
12 negotiable for one hundred eighty (180) days from the date of their issuance. The Settlement  
13 Administrator shall mail a reminder postcard to any Class Member whose settlement distribution  
14 check has not been negotiated within sixty (60) days after the date of mailing. If (i) any of the Class  
15 Members are current employees of Defendant, (ii) the distribution mailed to those employees is  
16 returned to the Settlement Administrator as being undeliverable, and (iii) the Settlement  
17 Administrator is unable to locate a valid mailing address, Defendant will request that the currently  
18 employed Class Member provide a corrected address and transmit to the Administrator any  
19 corrected address provided by the Class Member.

20           5. Class Counsel are awarded attorneys' fees in the amount One Hundred  
21 Fourteen Thousand, Nine Hundred Ten Dollars and Seventy-Three Cents (\$114,910.73) for the  
22 Class Counsel Award comprised of one-third of the Gross Settlement Amount, or Ninety-Nine  
23 Thousand, Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$99,333.33) and litigation  
24 expenses in the amount of Fifteen Thousand, Five Hundred Seventy-Seven Dollars and Forty Cents  
25 (\$15,577.40). The awarded fees will be paid as follows: (35% to Lawyers for Justice, PC; 32.5% to  
26 JCL Law Firm, APC; and 32.5% to Zakay Law Group, APLC. The awarded litigation expenses  
27 shall be paid as follows: \$6,871.25 to JCL Law Firm, APC, \$6,320.00 to Zakay Law Group, APLC,  
28

1 and \$2,386.15 to Lawyers for Justice, P.C. Class Counsel shall not seek or obtain any other  
2 compensation or reimbursement from Defendant, Plaintiff, or members of the Class.

3           6.     The payment of the Class Representative Service Award to Plaintiff in the  
4 amount of \$5,000.00 is approved.

5           7.     The payment of \$5,000.00 to the Settlement Administrator for Settlement  
6 Administration Expenses is approved.

7           8.     The PAGA Payment of \$10,000.00 is hereby approved as fair, reasonable,  
8 adequate and adequately protects the interests of the public and the LWDA. Twenty-Five percent  
9 (25%) of the PAGA Payment (\$2,500) shall be allocated to the LWDA ("LWDA Payment"). The  
10 remaining seventy-five percent (75%) of the PAGA Payment (\$7,500) shall be distributed to the  
11 Aggrieved Employees ("Aggrieved Employee Payment"). Further, the Court finds that Plaintiff  
12 and Class Counsel negotiated the PAGA Payment at arms-length, absent of any fraud or collusion.

13           9.     Final Judgment is hereby entered in this action. The Final Judgment shall  
14 bind each Settlement Class Member. The Final Judgment shall operate as a full release and discharge  
15 of Defendant from all claims, causes of action, and primary rights arising during the Class Period  
16 that were alleged in the Complaints and any amendments thereto, including those for all wages,  
17 damages, penalties, interest, unpaid costs, liquidated damages, benefits, attorney's fees, litigation  
18 costs, restitution, equitable relief, and other amounts recoverable under said claims, causes of action  
19 or legal theories of relief, including without limitation all claims under the California Labor Code,  
20 Industrial Welfare Commission Wage Orders, and applicable law for unpaid wages (minimum,  
21 regular, overtime, and doubletime); rounding violations; regular rate of pay violations for overtime,  
22 meal period premiums, and sick pay; meal period violations; rest period violations; untimely wages  
23 during employment and at termination; non-compliant wage statements; failure to keep requisite  
24 payroll records; failure to reimburse business expenses; and unfair business practices (Business and  
25 Professions code section 17200).

26           10.    Final Judgment shall also bind Plaintiff, acting on behalf of the State of  
27 California, LWDA, and all Aggrieved Employees, pursuant to the California Labor Code Private  
28 Attorneys' General Act ("PAGA") and shall release Defendant from all claims for PAGA penalties

1 asserted or that could have been asserted arising out of the facts alleged in the operative complaints  
2 and any amendments thereto, and Plaintiffs PAGA notices to the LWDA, which occurred during  
3 the PAGA Period, and expressly excluding all other claims, including claims for vested benefits,  
4 wrongful termination, unemployment insurance, disability, social security, workers' compensation,  
5 and PAGA claims outside of the PAGA Period.

6           11. The term "Aggrieved Employees" is hereby defined as all current and former  
7 hourly-paid or non-exempt employees who worked for Defendant within the State of California  
8 during the PAGA Period. The PAGA Period means the period between December 5, 2021, through  
9 July 16, 2024.

10           12. The Agreement is not an admission by Defendant, nor is this Final Approval  
11 Order and Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by  
12 Defendant. Neither this Final Approval Order, the Settlement, nor any document referred to herein,  
13 nor any action taken to carry out the Settlement is, may be construed as, or may be used as an  
14 admission by or against Defendant of any fault, wrongdoing, or liability whatsoever. The entering  
15 into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not  
16 in any event be construed as, or deemed to be evidence of, an admission or concession with regard  
17 to the denials or defenses by Defendant and shall not be offered in evidence in any action or  
18 proceeding against Defendant by Plaintiff or vice versa in any court, administrative agency or other  
19 tribunal for any purpose as an admission whatsoever other than to enforce the provisions of this  
20 Final Approval Order and Judgment, the Settlement, or any related agreement or release.  
21 Notwithstanding these restrictions, any of the Parties may file in the Action or in any other  
22 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records  
23 on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral  
24 estoppel, release, or other theory of claim or issue preclusion or similar defense as to the claims  
25 being released by the Settlement.

26           13. Notice of entry of this Final Approval Order and Judgment shall be given to  
27 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send notice  
28 of entry of this Final Approval Order and Judgment to individual Class Members and the Final



1 Approval Order and Judgment shall be posted on Settlement Administrator's website as indicated  
2 in the Notice Packet.

3           14. After entry of Final Judgment, the Court shall retain jurisdiction to construe,  
4 interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a  
5 claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in  
6 connection with the distribution of settlement benefits.

7           15. If the Settlement does not become final and effective in accordance with the  
8 terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to  
9 Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment,  
10 and all orders entered in connection herewith shall be rendered null and void and shall be vacated,  
11 and the Parties shall revert to their respective positions as of before entering into the Agreement,  
12 and expressly reserve their respective rights regarding the prosecution and defense of this Action,  
13 including all available defenses and affirmative defenses, and arguments that any claim in the Action  
14 could not be certified as a class action and/or managed as a representative action.

15           16. Except as set forth in the Agreement and this Final Approval Order and  
16 Judgment, Plaintiffs, LWDA, Aggrieved Employees, and the Class shall take nothing in the Action.

17           17. The Parties are authorized, without further approval from the Court, to agree  
18 to and to adopt such amendments, modifications and expansions of the Agreement and all exhibits  
19 attached thereto which are consistent with this Final Approval Order and Judgment and do not limit  
20 the rights of the Parties or Class Members under the Agreement.

21           18. Each party shall bear its own attorneys' fees and costs, except as otherwise  
22 provided in the Agreement and in this Final Approval Order and Judgment.

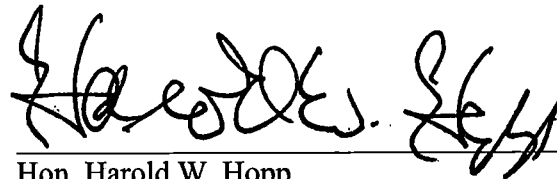
23           19. Plaintiff shall give notice of this Judgment to the Labor and Workforce  
24 Development Agency within ten (10) days after entry of the Judgment or order pursuant to  
25 California Labor Code section 2699(1)(3).

26  
27  
28 ///

1                   20.    A Final Report (Nonappearance) Hearing will be held on 02/18/2026 at  
2 8:30 a.m. Plaintiff will file a report concerning the amount of money distributed five (5) court days  
3 in advance

4           **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**  
5 **ORDERED.**

6 DATED: 3/10/, 2025



Hon. Harold W. Hopp  
Judge, Superior Court for the State of California,  
County of Riverside