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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF RIVERSIDE

JUL 30 2026

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF RIVERSIDE**

JORGE PELAYO, individually, and on behalf
of other members of the general public
similarly situated;

Plaintiff,

v.

STRETCH FORMING CORPORATION, a
California corporation; and DOES 1 through
100, inclusive;

Defendants.

Case No.: CVRI2304773
[Consolidated with Case No. CVRI2306016]

Assigned for All Purposes to:
Honorable Harold W. Hopp
Department 1

CLASS ACTION

**[PROPOSED] ORDER OF FINAL
APPROVAL AND JUDGMENT**

Hearing Date: July 30, 2026
Hearing Time: 8:30 a.m.
Hearing Place: Department 1

Complaint Filed: September 5, 2023
FAC Filed: January 29, 2026
Trial Date: None Set

1 **THE COURT**, having read the papers filed regarding Plaintiff Jorge Pelayo's
2 ("Plaintiff") Motion for Final Approval of Class Action Settlement, and considering papers
3 submitted in support, including the Joint Stipulation and Settlement Agreement ("Agreement")
4 attached as **Exhibit 2** to the Declaration of Douglas Han in Support of Motion for Preliminary
5 Approval of Class Action Settlement that was filed on February 23, 2026, **FINDS AND**
6 **ORDERS:**

7 On December 22, 2025, Plaintiff and Defendant Stretch Forming Corporation
8 ("Defendant") entered the Agreement.

9 On April 17, 2026, the Court entered an order preliminarily approving the settlement of
10 this lawsuit ("Preliminary Approval Order"), consistent with the Code of Civil Procedure section
11 382 and California Rules of Court rule 3.769, ordering notice to be sent to Class Members,
12 providing Class Members with an opportunity to object to the settlement or exclude themselves
13 from the class, and scheduling a Final Approval Hearing.

14 On July 30, 2026, the Court held a Final Approval Hearing.

15 1. Incorporation of Other Documents. This Order of Final Approval and
16 Judgment ("Order and Judgment") incorporates the Agreement. Unless otherwise provided
17 herein, all capitalized terms in this Order and Judgment shall have the same meaning as set forth
18 in the Agreement.

19 2. Jurisdiction. Because adequate notice has been disseminated, and all Class
20 Members have been given the opportunity to request exclusion from the class, the Court has
21 personal jurisdiction over the claims of all Class Members. The Court also has subject matter
22 jurisdiction over this matter, including jurisdiction to approve the settlement and grant final
23 certification of the class.

24 3. Final Class Certification. The Court finds that the class satisfies all
25 applicable requirements of Code of Civil Procedure section 382, California Rules of Court rule
26 3.769, and due process. Accordingly, the Court certifies the class consisting of all current and
27 former hourly-paid or non-exempt employees who worked for Defendant within the State of
28 California at any time during the period from August 15, 2022, through March 11, 2025 ("Class

Members” and “Class Period”). There are one hundred seventy-eight (178) Class Members who did not submit valid and timely Requests for Exclusion Forms.

4. Adequacy of Representation. Class Counsel fully and adequately represented Class Members in entering and implementing the Agreement and satisfied the requirements of Code of Civil Procedure section 382. Justice Law Corporation is the only firm that represents Plaintiff.

5. Notice Packet. The Court finds that the distribution of the Notice of Class Action Settlement, Objection Form, and Request For Exclusion Form (“Notice Packet”) to the Class Members has been implemented pursuant to the Agreement and Preliminary Approval Order. The Court finds that the Notice Packet:

- a. Constitutes notice reasonably calculated to apprise the Class Members of:
 - (i) the pendency of this lawsuit; (ii) the material terms and provisions of the settlement and their rights; (iii) their right to object to any aspect of the Agreement; (iv) their right to exclude themselves from the settlement; (v) their right to receive settlement payments; (vi) their right to appear at the Final Approval Hearing; and (vii) the binding effect of the orders and judgment in this lawsuit on all Class Members;
- b. Constitutes notice that fully satisfied the requirements of Code of Civil Procedure section 382, California Rules of Court rule 3.769, and due process;
- c. Constitutes the best practicable notice to the Class Members under the circumstances of this lawsuit; and
- d. Constitutes notice reasonable, adequate, and sufficient to Class Members.

6. Enforcement of the Settlement. Nothing in this Order and Judgment shall preclude any action to enforce the terms and provisions of the Agreement.

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1 7. Final Settlement Approval. The terms and provisions of the Agreement
2 have been entered into in good faith, resulting from arm's-length negotiations by experienced
3 counsel who have carried out and meaningfully investigated the disputed claims. The Agreement
4 and all its terms and provisions are fully and finally approved as fair, reasonable, adequate, and in
5 the best interests of the Parties. The Parties shall implement the Agreement according to its terms
6 and provisions.

7 8. Binding Effect. All Parties, including all Class Members, are bound by the
8 Agreement and Order and Judgment. All Class Members shall be deemed to have entered the
9 Agreement.

10 9. Gross Settlement Amount. The Court approves the Gross Settlement
11 Amount of \$350,000.00 to be paid by Defendant.

12 10. Attorneys' Fees and Costs. The Court finds the attorneys' fees of
13 \$122,500.00, requested by Class Counsel, to be reasonable and appropriate. The Court finds the
14 attorneys' costs for reimbursement of actual litigation costs of \$17,251.34, to be reasonable and
15 appropriate. Such attorneys' fees and costs are to be paid pursuant to the terms and provisions of
16 the Agreement. Defendant shall not be required to pay any other attorneys' fees and expenses,
17 costs, or disbursements incurred by Class Counsel or any other counsel representing Plaintiff or
18 Class Members. Defendant shall also not be required to pay any other attorneys' fees or expenses,
19 costs, or disbursements incurred by Plaintiff or Class Members in connection with or related to
20 this matter.

- 21 a. California courts have an independent right and responsibility to review
22 requested attorneys' fees and only award so much as is determined
23 reasonable. (*Garabedian v. Los Angeles Cellular Telephone Co.* (2004) 118
24 Cal.App.4th 123, 127-128.) The attorneys' fees of \$122,500.00 (35% of the
25 Gross Settlement Amount) are supported by the percentage fee method.
26 (See *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 504.)
27 Considering the results achieved for Class Members, financial risk
28 undertaken by Class Counsel, difficulty of this litigation, skills required by

1 Class Counsel, percentage fees awarded in other similar cases, and
2 contingent fees charged in the private marketplace, the Court finds that the
3 attorneys' fees are reasonable and are approved.

- 4 b. The Court has reviewed the Declaration of Douglas Han regarding costs
5 expended in prosecuting this case. Pursuant to the Agreement, Class
6 Counsel may seek reimbursement of up to \$25,000.00 in litigation costs.
7 The Court finds that Class Counsel expended \$17,251.34 in litigation costs
8 and that such costs were reasonable. Thus, the Court approves the
9 attorneys' costs of \$17,251.34 as reimbursement of Class Counsel's
10 litigation costs.

11 11. Class Representative Enhancement Payment. The Court finds the Class
12 Representative Enhancement Payment of \$10,000.00, to be paid to Plaintiff out of the Gross
13 Settlement Amount, to be reasonable and appropriate. The Class Representative Enhancement
14 Payment is to be paid pursuant to the terms and provisions set forth in the Agreement.

- 15 a. The rationale for making enhancement payments is that class
16 representatives should be compensated for the expense and risk incurred in
17 conferring a benefit on the class. Criteria courts consider include: (i) risk to
18 class representatives in commencing suit; (ii) notoriety and personal
19 difficulties encountered by class representatives; (iii) amount of time and
20 effort spent by class representatives; (iv) duration of litigation; and (v)
21 personal benefit (or lack thereof) enjoyed by the class representatives as a
22 result of the litigation. (*Van Vranken v. Atlantic Richfield Co.* (N.D. Cal.
23 1995) 901 F.Supp. 294, 299.)

- 24 b. The Court has reviewed Plaintiff's declaration outlining Plaintiff's
25 involvement in this case. Given the risks inherent in serving as the class
26 representative, duration of the case, time dedicated to the case, and benefits
27 created for Class Members, the Court approves the Class Representative
28 Enhancement Payment of \$10,000.00 to be paid to Plaintiff.

1 12. Settlement Administration Costs. The Court finds the Settlement
2 Administration Costs of \$7,350.00, to be paid to the Settlement Administrator from the Gross
3 Settlement Amount, to be reasonable and appropriate. The Settlement Administration Costs are to
4 be paid pursuant to the terms and provisions set forth in the Agreement.

5 a. The Court has reviewed the Declaration Garvin Brown from ILYM Group,
6 Inc., the Court-approved Settlement Administrator. The Court finds that
7 notice provided to Class Members pursuant to the Preliminary Approval
8 Order constitutes the best practicable notice for the Class Members and
9 satisfied due process. The Court approves the Settlement Administration
10 Costs of \$7,350.00 for the Settlement Administrator's services in
11 administering the settlement.

12 13. PAGA Payment. The Court finds the PAGA Payment of \$25,000.00, to be
13 paid out of the Gross Settlement Amount, seventy-five percent (75%) of which (\$18,750.00) will
14 be paid to the California Labor and Workforce Development Agency ("LWDA") and twenty-five
15 percent (25%) of which (\$6,250.00) will be distributed to the Eligible Allegedly Aggrieved
16 Employees, on a pro rata basis, to be reasonable and appropriate. The PAGA Payment is to be
17 paid pursuant to the terms and provisions set forth in the Agreement.

18 14. Fairness of the Settlement. As noted in the Preliminary Approval Order, the
19 settlement is entitled a presumption of fairness. In the moving papers, Plaintiff contends the
20 settlement was the product of arm's-length negotiations following litigation, discovery, and
21 exchange of documentation. The negotiations were facilitated with the assistance of mediator
22 Kelly Knight, Esq., an experienced and well-respected mediator.

23 a. There were no objections to and no requests for exclusion from the
24 settlement, displaying the fairness of the settlement.

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b. The fairness of the settlement is further shown by the gross *average* Individual Settlement Payment being approximately \$943.25, and the gross *highest* Individual Settlement Payment being approximately \$2,267.09.

15. Funding of the Gross Settlement Amount. Defendant will make a single payment of Three Hundred Fifty Thousand Dollars (\$350,000.00) into the Qualified Settlement Fund ("QSF") set up by the Settlement Administrator within thirty (30) calendar days of the Effective Date. Within fourteen (14) calendar days of Defendant funding of the Gross Settlement Amount, the Settlement Administrator will issue payments to the appropriate entities and persons pursuant to the terms of the Agreement.

16. Uncashed Checks. The Class Members must cash or deposit their settlement checks within one hundred eighty (180) calendar days after the checks are issued. Uncashed settlement checks will be canceled and the funds will be transmitted to the State Controller's Unclaimed Property Fund in the name of the Class Members.

a. The Settlement Administrator is directed to mail the Individual Settlement Payments in envelopes bearing the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED" and to take all actions in furtherance of the settlement administration.

b. The Settlement Administrator will mail reminder postcards to any Class Members whose settlement checks have not been negotiated within sixty (60) days after its mailing.

c. If any Class Members are current employees of Defendant, the distribution mailed to those employees is returned to the Settlement Administrator as being undeliverable, and the Settlement Administrator is unable to locate a valid mailing address, the Settlement Administrator shall arrange with Defendant to have those distributions delivered to the employees at their place of employment.

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1 17. Notice of Entry of Judgment. The Settlement Administrator will provide
2 Class Members with notice of entry of judgment by posting the signed Order and Judgment onto
3 the static website created and maintained by the Settlement Administrator.

4 18. Final Report (Non-Appearance) Hearing. A Final Report (Nonappearance)
5 Hearing is scheduled for May 21, 2027, before this same Court and department. At least five (5)
6 court days before this hearing, Plaintiff shall file a report (declaration) along with an amended
7 judgment containing the following information: (a) the date the settlement checks were mailed;
8 (b) the total number of checks mailed to Class Members; (c) the average amount of the checks
9 mailed to Class Members; (d) the number of checks that remained uncashed after the void date;
10 (e) the total value of the uncashed checks; (f) the average amount of the uncashed checks; and (g)
11 the nature and date of the disposition of thee unclaimed settlement funds.

12 19. Modification of the Agreement. The Agreement may be amended or
13 modified only by a written instrument signed by all Parties and their counsel or their
14 representatives/successors-in-interest. Such amendments or modifications shall be consistent with
15 this Order and Judgment and cannot limit the rights of the Class Members.

16 20. Retention of Jurisdiction. The Court has jurisdiction to enter this Order and
17 Judgment. This Court expressly retains jurisdiction for the administration, interpretation,
18 effectuation, and/or enforcement of the Agreement and this Order and Judgment, and for any
19 other necessary purpose, including, without limitation:

- 20 a. Entering such additional orders as may be necessary or appropriate to
21 protect or effectuate this Order and Judgment approving the Agreement and
22 orders permanently enjoining Plaintiff from initiating or pursuing related
23 proceedings, or to ensure the fair and orderly administration of the
24 Agreement;
- 25 b. Enforcing the terms and provisions of the Agreement and resolving any
26 disputes, claims, or causes of action in this lawsuit that, in whole or in part,
27 are related to or arise out of the Agreement or this Order and Judgment;
28 and

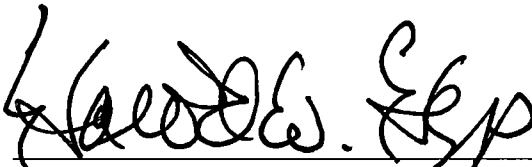
c. Entering any other necessary or appropriate orders to protect and effectuate this Court's retention of continuing jurisdiction.

The Motion for Final Approval of Class Action Settlement, Attorneys' Fees and Costs, and Class Representative Enhancement Payment is **GRANTED**. The Settlement Administrator is directed to carry out the terms of the Agreement forthwith.

THE PARTIES ARE ORDERED TO COMPLY WITH THE TERMS OF THE AGREEMENT. PURSUANT TO CALIFORNIA RULES OF COURT RULE 3.769, THE COURT ENTERS FINAL JUDGMENT BASED UPON THE TERMS OF THIS ORDER AND AGREEMENT AND, WITHOUT AFFECTING THE FINALITY OF THIS MATTER, RETAINS EXCLUSIVE AND CONTINUING JURISDICTION TO ENFORCE THIS ORDER, THE AGREEMENT, AND THE JUDGMENT THEREON.

IT IS SO ORDERED.

DATED: 7/30/26


HONORABLE HAROLD W. HOPP
SUPERIOR COURT JUDGE