

**FILED**  
Clerk of the Superior Court

AUG - 2 2022

By: R. Cersosimo, Clerk

1 MATERN LAW GROUP, PC  
2 MATTHEW J. MATERN (SBN 159798)  
3 MATTHEW W. GORDON (SBN 267971)  
4 VANESSA M. RODRIGUEZ (SBN 316382)  
5 1230 Rosecrans Avenue, Suite 200  
6 Manhattan Beach, CA 90266  
7 Telephone: (310) 531-1900  
8 Facsimile: (310) 531-1901

9 Attorneys for Plaintiffs  
10 KENNETH ELLIS and LANDON BOETTIGER-  
11 DAWSON, individually, and on behalf of all others  
12 similarly situated

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
14 FOR THE COUNTY OF SAN DIEGO

15 KENNETH ELLIS, an individual, on behalf of  
16 himself and all others similarly situated;  
17 LANDON BOETTIGER-DAWSON, an  
18 individual, on behalf of himself and all others  
19 similarly situated;

20 Plaintiffs,

21 vs.

22 CALIFORNIA PRECISION PRODUCTS, a  
23 California limited partnership; and DOES 1  
24 through 50, inclusive,

25 Defendant.

Case No. 37-2019-00018512-CU-OE-CTL

CLASS ACTION

[Assigned for all purposes to the  
Honorable Richard S. Whitney, Dept. C-68]

**ORDER GRANTING PLAINTIFFS'  
MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT**

Date: July 29, 2022  
Time: 10:30 a.m.  
Department: C-68

Action Filed: April 9, 2019  
Trial Date: None Set

1 Plaintiffs Kenneth Ellis and Landon Boettiger-Dawson (“Plaintiffs”) filed a Motion for Final  
2 Approval of Class Action Settlement (“Motion”) on July 7, 2022. Due and adequate notice having been  
3 given to the Class, and the Court having considered the Settlement, all papers filed and proceedings held  
4 herein and all oral and written comments received regarding the proposed settlement, and having  
5 reviewed the record in the action, and good cause appearing, IT IS HEREBY ORDERED AS  
6 FOLLOWS:

7 1. All defined terms contained herein shall have the same meanings as set forth in the  
8 Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”), attached as  
9 Exhibit A to the Declaration of Matthew J. Matern in Support of Plaintiffs’ Motion for Final Approval of  
10 Class Action Settlement.

11 2. The Court has jurisdiction over the subject matter of this action, the Class Representatives,  
12 the Participating Class Members, and Defendant California Precision Products, Inc. (“Defendant” or  
13 “Defendant CPPI”).

14 3. The Court finds that the dissemination of the Class Notice as provided for in the  
15 Court’s Order Granting Plaintiff’s Motion for Preliminary Approval of Class Action Settlement  
16 constituted the best notice practicable under the circumstances to all persons within the definition of the  
17 Class, and fully met the requirements of California law and due process under the United States  
18 Constitution. Based on evidence and other material submitted in conjunction with the Final Approval  
19 Hearing, the actual notice to the Class was adequate and conformed with the requirements of California  
20 Code of Civil Procedure section 382, California Civil Code section 1781, California Rules of Court 3.766  
21 and 3.769, the California and United States Constitutions, and any other applicable law.

22 4. The Court finds in favor of settlement approval.

23 5. The Court approves the settlement of the above-captioned action, as set forth in the  
24 Settlement Agreement, and each of the releases and other terms, as fair, just, reasonable, and adequate as  
25 to the Released Parties. Upon the Settlement Administrator’s receipt of the total Maximum Settlement  
26 Amount of \$425,000.00 from Defendant, Plaintiffs and all other Participating Class Members shall be  
27 deemed to have released their respective Released Claims against the Released Parties.

28 “Class Period” means the period from April 9, 2015 through March 1, 2021.

1           “Class Members” means all persons employed by Defendant CPPI in the State of California at  
2 any time during the Class Period as a non-exempt employee.

3           “Released Parties” means Defendant CPPI and its respective present or former parent companies,  
4 subsidiaries and affiliates, and officers, directors, employees, partners, shareholders, attorneys and agents,  
5 and any other successors, assigns, or legal representatives.

6           “Released Claims” with respect to the Participating Class Members (other than Plaintiffs) means  
7 any and all claims, demands, rights, liabilities, and/or causes of action that were pleaded or could have  
8 been pleaded based upon the factual allegations set forth in the Complaint filed in the Action and arising  
9 at any time during the Class Period, including claims for (1) Failure to Provide Required Meal Periods;  
10 (2) Failure to Provide Required Rest Periods; (3) Failure to Provide Overtime Wages; (4) Failure to Pay  
11 Minimum Wage; (5) Failure to Pay All Wages Due to Discharged and Quitting Employees; (6) Failure to  
12 Maintain Required Records; (7) Failure to Furnish Accurate Itemized Statements; (8) Failure to  
13 Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties; and (9) Unfair and  
14 Unlawful Business Practices.

15           “Released Claims,” with respect to Plaintiffs only, means any and all claims, demands, rights,  
16 liabilities, and/or causes of action, of any form whatsoever, claims relating to or arising from Plaintiffs’  
17 employment with Defendant CPPI during the Class Period, including but not limited to: any and all  
18 wage-and-hour claims arising under the laws of the State of California, including, without limitation,  
19 statutory, constitutional, contractual, and/or common law claims for wages, damages, restitution,  
20 unreimbursed expenses, equitable relief, penalties, liquidated damages, and/or punitive damages  
21 (including, without limitation, claims under any applicable Industrial Welfare Commission Wage Order,  
22 the California Private Attorneys General Act, or any other provision of the California Labor Code); Title  
23 VII of the Civil Rights Act of 1964; 42 U.S.C. § 1981; the Americans With Disabilities Act; Sections 503  
24 and 504 of the Rehabilitation Act of 1973; the Family and Medical Leave Act; the Employee Retirement  
25 Income Security Act; the California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq.*);  
26 the California Fair Employment and Housing Act; any state, civil, or statutory laws, including any and all  
27 human rights laws and laws against discrimination; any other federal, state, or local statutes, codes, or  
28 ordinances; any common law, contract law, or tort law cause of action. Plaintiffs expressly waive the

1 protections of California Civil Code section 1542, which reads as follows:

2 "A general release does not extend to claims that the creditor or releasing party does not know or  
3 suspect to exist in his or her favor at the time of executing the release and that, if known by him  
4 or her, would have materially affected his or her settlement with the debtor or released party."

5 6. Upon the Settlement Administrator's receipt of the total Maximum Settlement Amount,  
6 Plaintiffs, PAGA Group Members, and the State of California shall be deemed to have released their  
7 respective Released PAGA Claims against the Released Parties.

8 "PAGA Period" means the period from February 3, 2018 through March 1, 2021.

9 "PAGA Group Members" means all persons employed by Defendant CPPI in the State of  
10 California as a non-exempt employee at any time during the PAGA Period.

11 "Released PAGA Claims" means all claims for civil penalties that could have been sought by the  
12 Labor Commissioner for the violations identified in Plaintiff Ellis' pre-filing letter to the LWDA,  
13 including Labor Code §§ 201, 202, 203, 204, 210, 221, 223, 224, 225.5, 226, 226.3, 226.7, 510, 512, 558,  
14 1174, 1174.5, 1194, 1197, 1197.1, 1199, 2698, 2699, 2699.3, and 2802.

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

17 All persons employed by Defendant California Precision Products, Inc. in  
18 the State of California as a non-exempt employee at any time from April 9,  
2015 through March 1, 2021.

19 The Court deems this definition sufficient for purposes of California Rules of Court 3.765(a) and  
20 3.771.

21 8. With respect to the Class and for purposes of approving the settlement only and for no  
22 other purpose, this Court finds and concludes that: (a) the Participating Class Members are ascertainable  
23 and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact  
24 common to the Participating Class Members, and there is a well-defined community of interest among  
25 the Participating Class Members with respect to the subject matter of the non-exempt claims in the  
26 action; (c) the claims of Class Representatives are typical of the claims of the Participating Class  
27 Members; (d) the Class Representatives have fairly and adequately protected the interests of the  
28 Participating Class Members; (e) a class action is superior to other available methods for an efficient

1 adjudication of the action; and (f) Class Counsel is qualified to serve as counsel for Plaintiff in his  
2 individual and representative capacity and for the Participating Class Members.

3 9. The Court finds that zero Class Members have requested to be excluded from the  
4 Settlement.

5 10. The Maximum Settlement Amount and the Employer's Share of Payroll Taxes shall be  
6 paid by Defendant to the Settlement Administrator within fifteen (15) days after entry of Judgment.

7 11. The Court approves the Individual Settlement Payments, which shall be distributed to  
8 Participating Class Members by the Settlement Administrator within fifteen (15) days after Defendant  
9 provides the Settlement Administrator with the total Maximum Settlement Amount, in accordance with  
10 the formula set forth in the Settlement. The Court authorizes the Settlement Administrator to distribute  
11 the Individual Settlement Payments to Participating Class Members in accordance with the terms of the  
12 Settlement.

13 12. The Maximum Settlement Amount shall cover all anticipated and unanticipated expenses  
14 associated with the settlement including the following items: (1) the Individual Settlement Payments to  
15 Participating Class Members; (2) the Class Counsel Award, including an award of reasonable costs  
16 associated with Class Counsel's prosecution of the action; (3) the Settlement Administration Costs; (4)  
17 the Class Representative Service Award; and (5) the PAGA payment to the California Labor and  
18 Workforce Development Agency ("LWDA"). Defendant shall separately pay the employer-side tax  
19 contributions attributable to the wage component of the Maximum Settlement Amount. The Court finds  
20 that these amounts are fair and reasonable. Defendant is directed to make such payments in accordance  
21 with the terms of the Settlement.

22 13. The Court approves the payment of a Class Representative Service Award in the amount  
23 of \$10,000.00 to Plaintiff Kenneth Ellis and a Class Representative Service Award in the amount of  
24 \$5,000.00 to Plaintiff Landon Boettiger-Dawson.

25 14. The Court hereby awards Matern Law Group, PC \$141,666.67 for reasonable attorneys'  
26 fees as Class Counsel. The Settlement limits Class Counsel's reasonable litigation costs to \$26,000.00.  
27 The Court finds that Matern Law Group, PC has incurred \$25,308.28 in reasonable costs and expenses in  
28 prosecuting the action. The Court awards Matern Law Group, PC \$25,308.28 for costs and expenses, to

1 be paid from the Maximum Settlement Amount, with the remaining portion of the \$26,000 allocation to  
2 become part of the Net Settlement Amount.

3 15. The Settlement limits the Settlement Administration Costs to \$8,500.00. The Court hereby  
4 approves the Settlement Administration Costs to ILYM Group, Inc. in the amount of \$8,500.00 to be paid  
5 from the Maximum Settlement Amount.

6 16. The Court hereby approves the PAGA Payment to be paid to the California Labor and  
7 Workforce Development Agency in the amount of \$15,000.00. The Court further approves the PAGA  
8 Payment to PAGA Group Members in the amount of \$5,000.00. The Court authorizes the Settlement  
9 Administrator to distribute the PAGA Payment to PAGA Group Members in accordance with the terms  
10 of the Settlement.

11 17. In the event that an Individual Settlement Payment or PAGA Payment check remains  
12 uncashed after one hundred eighty (180) calendar days from the date of mailing, the Settlement  
13 Administrator shall void the check and the funds from the voided check shall be distributed by the  
14 Settlement Administrator to the California State Controller's Office Unclaimed Property Fund in the  
15 name of the class member.

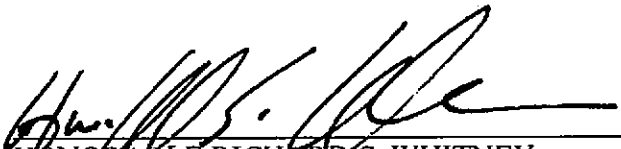
16 ~~18. Plaintiff shall file a final accounting report from the Settlement Administrator no later than~~  
17 ~~\_\_\_\_\_ (March 31, 2023). The Court sets a final accounting review hearing on~~  
18 ~~\_\_\_\_\_ at \_\_\_\_\_ in Department C-68.~~

19 19. The Court reserves exclusive and continuing jurisdiction over the action, the Class  
20 Representatives, the Class, and Defendant for purposes of supervising the implementation, enforcement,  
21 construction, administration and interpretation of the Settlement and this Order.

22 20. The Settlement Administrator shall post notice of this Order on its website within ten (10)  
23 calendar days of the Court's entry of this Order.

24 **IT IS SO ORDERED.**

25  
26 DATED: 8-2-22

27   
28 HONORABLE RICHARD S. WHITNEY  
Judge of the Superior Court

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

PROOF OF SERVICE

*Ellis v. California Precision Products, Inc.*  
SDSC Case No. 37-2019-00018512-CU-OE-CTL

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

On July 7, 2022, I served the following document or documents:

**[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

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

Dick A. Semerdjian, Esq. Sarah Brite Evans, Esq. SCHWARTZ SEMERDJIAN CAULEY & EVANS LLP 101 W. Broadway, Suite 810 San Diego, California 92101 Telephone: (619) 236-8821 Facsimile: (619) 236-8827 Email: das@sscelaw.com sarah@sscelaw.com	Attorneys for Defendants CALIFORNIA PRECISION PRODUCTS, INC.
--	---

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on July 7, 2022 at Manhattan Beach, California.

  
\_\_\_\_\_  
Hannah Ahn

**FILED**  
Clerk of the Superior Court

AUG - 2 2022

By: R. Cersosimo, Clerk

1 MATERN LAW GROUP, PC  
2 MATTHEW J. MATERN (SBN 159798)  
3 MATTHEW W. GORDON (SBN 267971)  
4 VANESSA M. RODRIGUEZ (SBN 316382)  
5 1230 Rosecrans Avenue, Suite 200  
6 Manhattan Beach, CA 90266  
7 Telephone: (310) 531-1900  
8 Facsimile: (310) 531-1901

9 Attorneys for Plaintiffs  
10 KENNETH ELLIS and LANDON BOETTIGER-  
11 DAWSON, individually, and on behalf of all others  
12 similarly situated

13 SUPERIOR COURT OF THE STATE OF CALIFORNIA  
14 FOR THE COUNTY OF SAN DIEGO

15 KENNETH ELLIS, an individual, on behalf of  
16 himself and all others similarly situated;  
17 LANDON BOETTIGER-DAWSON, an  
18 individual, on behalf of himself and all others  
19 similarly situated;

20 Plaintiffs,

21 vs.

22 CALIFORNIA PRECISION PRODUCTS, a  
23 California limited partnership; and DOES 1  
24 through 50, inclusive,

25 Defendant.

Case No. 37-2019-00018512-CU-OE-CTL

CLASS ACTION

[Assigned for all purposes to the  
Honorable Richard S. Whitney, Dept. C-68]

**JUDGMENT**

Date: July 29, 2022  
Time: 10:30 a.m.  
Department: C-68

Action Filed: April 9, 2019  
Trial Date: None Set



1 JUDGMENT

2 1. In accordance with and for the reasons stated in the Court’s Order Granting Plaintiffs’  
3 Motion for Final Approval of Class Action Settlement, Judgment shall be entered whereby Plaintiffs  
4 Kenneth Ellis and Landon Boettiger-Dawson (“Plaintiffs”), all Participating Class Members, and all  
5 PAGA Group Members shall take nothing from Defendant California Precision Products, Inc., except as  
6 expressly set forth in the Stipulation of Class Action and PAGA Settlement (“Settlement” or  
7 “Stipulation”), attached as **Exhibit A** to the Declaration of Matthew J. Matern in Support of Plaintiffs’  
8 Motion for Final Approval of Class Action Settlement.

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

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

13 All persons employed by Defendant California Precision Products, Inc. in  
14 the State of California as a non-exempt employee at any time from April 9,  
15 2015 through March 1, 2021.

16 4. The Court finds that zero Class Members have requested to be excluded from the  
17 Settlement.

18 5. Upon the Settlement Administrator’s receipt of the total Maximum Settlement Amount of  
19 \$425,000.00 from Defendant, Plaintiffs and all other Participating Class Members shall be deemed to  
20 have released their respective Released Claims against the Released Parties.

21 “Class Period” means the period from April 9, 2015 through March 1, 2021.

22 “Class Members” means all persons employed by Defendant CPPI in the State of California at  
23 any time during the Class Period as a non-exempt employee.

24 “Released Parties” means Defendant CPPI and its respective present or former parent companies,  
25 subsidiaries and affiliates, and officers, directors, employees, partners, shareholders, attorneys and agents,  
26 and any other successors, assigns, or legal representatives.

27 “Released Claims” with respect to the Participating Class Members (other than Plaintiffs) means  
28 any and all claims, demands, rights, liabilities, and/or causes of action that were pleaded or could have

1 been pleaded based upon the factual allegations set forth in the Complaint filed in the Action and arising  
2 at any time during the Class Period, including claims for (1) Failure to Provide Required Meal Periods;  
3 (2) Failure to Provide Required Rest Periods; (3) Failure to Provide Overtime Wages; (4) Failure to Pay  
4 Minimum Wage; (5) Failure to Pay All Wages Due to Discharged and Quitting Employees; (6) Failure to  
5 Maintain Required Records; (7) Failure to Furnish Accurate Itemized Statements; (8) Failure to  
6 Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties; and (9) Unfair and  
7 Unlawful Business Practices.

8 "Released Claims," with respect to Plaintiffs only, means any and all claims, demands, rights,  
9 liabilities, and/or causes of action, of any form whatsoever, claims relating to or arising from Plaintiffs'  
10 employment with Defendant CPPI during the Class Period, including but not limited to: any and all  
11 wage-and-hour claims arising under the laws of the State of California, including, without limitation,  
12 statutory, constitutional, contractual, and/or common law claims for wages, damages, restitution,  
13 unreimbursed expenses, equitable relief, penalties, liquidated damages, and/or punitive damages  
14 (including, without limitation, claims under any applicable Industrial Welfare Commission Wage Order,  
15 the California Private Attorneys General Act, or any other provision of the California Labor Code); Title  
16 VII of the Civil Rights Act of 1964; 42 U.S.C. § 1981; the Americans With Disabilities Act; Sections 503  
17 and 504 of the Rehabilitation Act of 1973; the Family and Medical Leave Act; the Employee Retirement  
18 Income Security Act; the California Unfair Competition Law (Cal. Bus. & Prof. Code § 17200 *et seq.*);  
19 the California Fair Employment and Housing Act; any state, civil, or statutory laws, including any and all  
20 human rights laws and laws against discrimination; any other federal, state, or local statutes, codes, or  
21 ordinances; any common law, contract law, or tort law cause of action. Plaintiffs expressly waive the  
22 protections of California Civil Code section 1542, which reads as follows:

23 "A general release does not extend to claims that the creditor or releasing party does not know or  
24 suspect to exist in his or her favor at the time of executing the release and that, if known by him  
25 or her, would have materially affected his or her settlement with the debtor or released party."

26 6. Upon the Settlement Administrator's receipt of the total Maximum Settlement Amount of  
27 \$425,000.00, Plaintiffs, PAGA Group Members, and the State of California shall be deemed to have  
28 released their respective Released PAGA Claims against the Released Parties.

1 "PAGA Period" means the period from February 3, 2018 through March 1, 2021.

2 "PAGA Group Members" means all persons employed by Defendant CPPI in the State of  
3 California as a non-exempt employee at any time during the PAGA Period.

4 "Released PAGA Claims" means all claims for civil penalties that could have been sought by the  
5 Labor Commissioner for the violations identified in Plaintiff Ellis' pre-filing letter to the LWDA,  
6 including Labor Code §§ 201, 202, 203, 204, 210, 221, 223, 224, 225.5, 226, 226.3, 226.7, 510, 512, 558,  
7 1174, 1174.5, 1194, 1197, 1197.1, 1199, 2698, 2699, 2699.3, and 2802.

8 7. The Court reserves exclusive and continuing jurisdiction over the action, the Class  
9 Representatives, the Participating Class Members, the PAGA Group Members, and Defendant for  
10 purposes of supervising the implementation, enforcement, construction, administration and interpretation  
11 of the Settlement and this Judgment.

12 8. The Settlement Administrator shall post notice of this Judgment on its website within ten  
13 (10) calendar days after the Court's entry of this Judgment.

14 **IT IS SO ORDERED AND ADJUDICATED.**

15  
16  
17 DATED: 8.2.22

18   
19 \_\_\_\_\_  
20 HONORABLE RICHARD S. WHITNEY  
21 Judge of the Superior Court  
22  
23  
24  
25  
26  
27  
28

1 PROOF OF SERVICE

2 *Ellis v. California Precision Products, Inc.*  
3 SDSC Case No. 37-2019-00018512-CU-OE-CTL

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

7 On July 7, 2022, I served the following document or documents:

8 **[PROPOSED] JUDGMENT**

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

12 Dick A. Semerdjian, Esq.  
13 Sarah Brite Evans, Esq.  
14 SCHWARTZ SEMERDJIAN CAULEY &  
15 EVANS LLP  
16 101 W. Broadway, Suite 810  
17 San Diego, California 92101  
18 Telephone: (619) 236-8821  
19 Facsimile: (619) 236-8827  
20 Email: das@sscelaw.com  
21 sarah@sscelaw.com

22 Attorneys for Defendants CALIFORNIA  
23 PRECISION PRODUCTS, INC.

24 I declare under penalty of perjury under the laws of the State of California that the foregoing is  
25 true and correct. Executed on July 7, 2022 at Manhattan Beach, California.

26 

27 \_\_\_\_\_  
28 Hannah Ahn