

Edwin Aiwazian (SBN 232943)
Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Annabel Blanchard (SBN 258135)
LAWYERS for JUSTICE, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – POMONA COURTHOUSE**

PORFIRIO LANDEROS, individually, and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act;

Plaintiff,

vs.

ALLFAST FASTENING SYSTEM, an unknown
business entity; TRIMAS CORPORATION, an
unknown business entity; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 20PSCV00807

Honorable Peter A. Hernandez
Department O

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT AND AWARD OF PLAINTIFF'S
COUNSEL'S PAYMENT, ENHANCEMENT
AWARD, AND SETTLEMENT
ADMINISTRATION FEE**

[Notice of Motion and Motion for Approval of
Private Attorneys General Act (Cal. Labor Code §
2698, *Et Seq.*) Settlement Agreement and Award of
Plaintiff's Counsel's Payment, Enhancement Award,
and Settlement Administration Fee; Declaration of
Plaintiff's Counsel (Edwin Aiwazian); and
Declaration of Plaintiff (Porfirio Landeros) filed
concurrently herewith]

Reservation ID: 284349067627
Date: March 9, 2023
Time: 9:30 a.m.
Department: O

Complaint Filed: November 18, 2020
Trial Date: None Set

1 This matter has come before the Honorable Peter A. Hernandez in Department O of the Superior
2 Court of the State of California, for the County of Los Angeles, on March 9, 2022 at 9:30 a.m., on Plaintiff
3 Porfirio Landeros' ("Plaintiff") Motion for Approval of Private Attorneys General Act (Cal. Labor Code §
4 2698, *Et Seq.*) Settlement Agreement and Award of Plaintiff's Counsel's Payment, Enhancement Award,
5 and Settlement Administration Fee ("Motion for Approval of Settlement"). Lawyers *for* Justice, PC
6 appeared for Plaintiff and Baker & Hostetler LLP appeared for Defendants Allfast Fastening Systems, LLC
7 and TriMas Corporation (together, "Defendants").

8 On or around October 25, 2022, Plaintiff and Defendants (together, the "Parties") executed a Private
9 Attorney General Act Settlement Agreement and Release ("Settlement," "Agreement," or "Settlement
10 Agreement").

11 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
12 Declarations of Plaintiff's Counsel Edwin Aiwarzian and Plaintiff Porfirio Landeros, and (3) the Settlement
13 Agreement.

14 Having duly considered the Parties' papers and oral argument, and good cause appearing,

15 **IT IS HEREBY ORDERED AND ADJUDGED AS FOLLOWS:**

- 16 1. The Motion for Approval of Settlement is granted.
- 17 2. All terms used herein, unless otherwise defined or modified herein, shall have the same
18 meaning as defined in the Settlement Agreement.
- 19 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
20 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) ("PAGA"), including, and not limited to, providing
21 the California Labor and Workforce Development Agency ("LWDA") and Defendants with notice of the
22 specific provisions of the California Labor Code alleged to have been violated, including, and not limited
23 to, the facts and theories to support the alleged violations, in conformity with California Labor Code §
24 2699.3(a).
- 25 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
26 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
27 appear in the above-captioned action ("Action").

28 ///

1 5. The Allegedly Aggrieved Employees covered under the Settlement consist of the following
2 individuals:

3 Any and all individuals currently or formerly employed by Allfast Fastening Systems, LLC in
4 hourly or non-exempt positions in California at any time during the PAGA Period.

5 6. The Court finds that the Parties reached the Settlement as a result of arm's-length
6 negotiations.

7 7. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
8 for payment of penalties under PAGA ("Net PAGA Amount"), and determines that it is fair, just, reasonable,
9 and adequate. The Court hereby approves the Net PAGA Amount. The Net PAGA Amount shall consist
10 of the Settlement Sum (\$375,000.00), less the approved Plaintiff's Counsel's Payment to Lawyers *for*
11 Justice, PC ("Plaintiff's Counsel"), Enhancement Award to Plaintiff, and Settlement Administration Fee to
12 Simpluris, Inc., (the "Settlement Administrator"). Seventy-five percent (75%) of the Net PAGA Amount
13 shall be distributed to the LWDA ("LWDA Payment") and twenty-five percent (25%) of the Net PAGA
14 Amount shall be distributed to the Allegedly Aggrieved Employees ("PAGA Employee Amount") in
15 accordance with this Approval Order and Judgment and the Settlement Agreement.

16 8. The Court has considered the Settlement, and the monetary allocations provided thereby, and
17 finds that they are fair, just, reasonable, and adequate. The Court hereby directs the Settlement
18 Administrator to administer the Settlement and to make the payments as provided for by, and consistent
19 with, this Approval Order and Judgment and the Settlement Agreement.

20 9. The Court approves the payment of \$131,250.00 to Lawyers *for* Justice, PC for reasonable
21 attorneys' fees. This amount shall be paid from the Settlement Sum and shall be disbursed in accordance
22 with this Approval Order and Judgment and the Settlement Agreement.

23 10. The Court approves the payment of \$15,769.08 to Lawyers *for* Justice, PC for reimbursement
24 of reasonable litigation costs and expenses incurred in the Action. This amount shall be paid from the
25 Settlement Sum and shall be disbursed in accordance with this Approval Order and Judgment and the
26 Settlement Agreement.

27 11. The Court approves payment in the amount of \$7,500.00 to Plaintiff for his Enhancement
28 Award. This amount shall be paid from the Settlement Sum and shall be disbursed in accordance with this
Approval Order and Judgment and the Settlement Agreement.

12. The Court approves payment up to the amount of \$5,500.00 to Simpluris, Inc., for the Settlement Administration Fee. This amount shall be paid from the Settlement Sum and shall be disbursed in accordance with this Approval Order and Judgment and the Settlement Agreement.

13. The Parties are directed to perform in accordance with the terms set forth in this Approval Order and Judgment and the Settlement Agreement.

14. The Court further finds that notice of the Settlement is not required to be provided to the Allegedly Aggrieved Employees; however, the Court approves the Cover Letter, attached hereto as “EXHIBIT A,” and the Settlement Administrator shall distribute the Cover Letter to the Allegedly Aggrieved Employees at the same time that it distributes their share of the PAGA Employee Amount (“Individual PAGA Payment”).

15. Within fifteen (15) calendar days after the Effective Date, Defendants shall deposit the Settlement Sum into a Qualified Settlement Fund established by the Settlement Administrator for administration of this Settlement.

16. No later than fifteen (15) calendar days after the Effective Date, Defendants shall provide the Settlement Administrator with the Employee List, in accordance with this Approval Order and Judgment and the Settlement Agreement. Within ten (10) business days of its receipt of the Settlement Sum and Employee List, the Settlement Administrator shall pay the Court approved Plaintiff’s Counsel’s Payment to Plaintiff’s Counsel, Enhancement Award to Plaintiff, LWDA Payment to the LWDA, and Settlement Administration Fee to itself.

17. All Individual PAGA Payment checks will remain valid and negotiable for one hundred and eighty (180) calendar days from the date of their mailing by the Settlement Administrator, and thereafter, shall be cancelled. Any funds remaining from the cancelled checks shall be distributed by the Settlement Administrator to the California State Controller’s Office Unclaimed Property Division, in the name of that Allegedly Aggrieved Employee and in the amount of his or her respective Individual PAGA Payment.

18. Allegedly Aggrieved Employees shall not have the right to opt out of or object to the Settlement. Upon entry of this Approval Order and Judgment and full funding of the Settlement Sum, Plaintiff, the Allegedly Aggrieved Employees, and the State of California, shall have fully, finally, and forever released, relinquished, and discharged each and all of the Released Parties from Released Claims.

1 19. “Released Parties” means Defendants and Defendants’ present, former, and future parent,
2 sister, subsidiary, affiliated, and related entities, and each of its/their present, former, and future trustees,
3 officers, directors, employees, managers, partners, shareholders, agents, insurers, attorneys, and any other
4 successors, assigns, or legal representatives.

5 20. “Released Claims” means any and all claims for civil penalties under California Labor Code
6 section 2698 *et seq.* which were made or which could have been made against Defendants based on the
7 factual allegations in the Complaint and PAGA Notice, arising during the PAGA Period, which include but
8 are not limited to, the failure to pay minimum, regular, and overtime, failure to provide compliant meal
9 periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure
10 to timely pay wages during employment, failure to pay reporting time pay, failure to provide a day of rest,
11 failure to timely pay wages upon termination, failure to provide compliant and accurate wage statements,
12 failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related
13 expenses and costs, and for violations of California Labor Code Sections 201, 202, 203, 204, 210, 218.6,
14 226(a), 226.7, 510, 512(a), 551, 552, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, and all applicable
15 California Wage Orders (including and not limited, Wage Order Nos. 1-2001, 4-2001, and 7-2001).

16 21. “PAGA Period” means the time period from September 14, 2019 through the date that the
17 Court grants approval of the Settlement.

18 22. No individualized notice of this Approval Order and Judgment is required to be provided to
19 the Allegedly Aggrieved Employees. This Approval Order and Judgment shall be submitted by Plaintiff to
20 the LWDA through the online system established for the filing of notices and documents, in conformity
21 with California Labor Code § 2699(1)(3).

22
23 Date:

24 Honorable Peter A. Hernandez
25 Judge of the Los Angeles County Superior Court
26
27
28

EXHIBIT A

Exhibit A

<<Mailing Date>>

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>> <<State>> <<Zip>>

Re: Settlement Payment from *Porfirio Landeros v. Allfast Fastening Systems, et al.* Los Angeles Superior Court Case 20PSCV00807

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of **<<amount of payment>>** (“Individual PAGA Payment”). This check is your payment from the settlement in the lawsuit entitled *Porfirio Landeros v. Allfast Fastening Systems, et al.* Los Angeles Superior Court Case 20PSCV00807 (“Action”).

The lawsuit was filed by Porfirio Landeros (“Plaintiff”) against his former employers, on behalf of the State of California, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), with respect to himself and other alleged aggrieved employees, for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders. Defendants deny the allegations in the Action and deny any wrongdoing of any kind associated with the allegations in the Action.

A settlement was reached between Plaintiff and Defendants Allfast Fastening Systems, LLC and TriMas Corporation (“Defendants”).

On **<<date of entry of order by the Court approving the Settlement>>**, the settlement was approved by the Court, with a portion to be paid to the State of California Labor and Workforce Development Agency and a portion to be paid to all individuals currently or formerly employed by Allfast Fastening Systems, LLC in hourly or non-exempt positions in the State of California at any time during the PAGA Period (“Allegedly Aggrieved Employees”). The period from September 14, 2019 through **<<date>>** is the “PAGA Period”.

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Allegedly Aggrieved Employee. Your Individual PAGA Payment is based on your total number of pay periods that you worked for Defendant Allfast in California during the PAGA Period. The Individual PAGA Payment is considered to be 100% alleged penalties, which will be reported on an IRS Form 1099. You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, the Released Parties were fully released and forever discharged from any and all Released Claims.

“Released Parties” means Defendants and Defendants’ present, former, and future parent, sister, subsidiary, affiliated, and related entities, and each of its/their present, former, and future trustees, officers, directors, employees, managers, partners, shareholders, agents, insurers, attorneys, and any other successors, assigns, or legal representatives.

“Released Claims” means any and all any and all claims for civil penalties under California Labor Code section 2698 *et seq.* which were made or which could have been made against Defendants based on the factual allegations in the Complaint and PAGA Notice, arising during the PAGA Period, which include but are not limited to, the failure to pay minimum, regular, and overtime, failure to provide compliant meal periods and associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely pay wages during employment, failure to timely pay wages upon termination, failure to pay reporting time pay, failure to provide a day of rest, failure to provide compliant and accurate wage statements, failure to maintain complete and accurate payroll records, failure to reimburse necessary business-related expenses and costs, and for violations of California Labor Code Sections 201, 202, 203, 204, 210, 218.6, 226(a), 226.7, 510, 512(a), 551, 552, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, all applicable California Wage Orders (including and not limited, Wage Order Nos. 1-2001, 4-2001, and 7-2001).

The enclosed check is valid for 180 days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be cancelled, and the funds associated with the cancelled check will be transmitted to the State Controller’s Office Unclaimed Property Division in your name and in the amount of your respective Individual PAGA Payment.

Do not call or write the Court, Office of the Clerk of the Court, Defendants, or Defendants’ counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact **[PAGA Settlement Administrator]** at **[toll-free phone number]**.