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

ALFREDO SALAZAR, individually, and on
behalf of other aggrieved employees pursuant to
the California Private Attorneys General Act
Plaintiff,

vs.

CPP-CITY OF INDUSTRY CAST PARTS,
INC., an unknown business entity; CAST
PARTS, INC., an unknown business entity;
and DOES 1 through 100, inclusive,

Defendants.

ANA NUNEZ, individually and on behalf of
all others similarly situated,

Plaintiff,

vs.

CAST PARTS, INC., DBA
CONSOLIDATION PRECISION
PRODUCTS, a corporation; and DOES 1-20,
inclusive,

Defendants.

Lead Case No.: 21PSCV00014
Consolidated with 21STCV08428

Honorable Christian R. Gullon
Department O

**[PROPOSED] ORDER AND JUDGMENT
GRANTING APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT (CAL. LABOR
CODE § 2698, ET SEQ.) SETTLEMENT
AGREEMENT AND AWARD OF PAGA
COUNSEL FEES PAYMENT, PAGA COUNSEL
LITIGATION EXPENSES PAYMENT,
GENERAL RELEASE FEE, AND
ADMINISTRATION EXPENSES PAYMENT**

Reservation ID: 516546408269
Date: January 9, 2025
Time: 10:00 a.m.
Department: O

Salazar Action Filed: January 7, 2021
Nunez Action Filed: March 3, 2021
Trial Date: None Set

**[PROPOSED] ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT
(CAL. LABOR CODE § 2698, ET SEQ.) SETTLEMENT AGREEMENT AND AWARD OF PAGA COUNSEL FEES
PAYMENT, PAGA COUNSEL LITIGATION EXPENSES PAYMENT, GENERAL RELEASE FEE, AND
ADMINISTRATION EXPENSES PAYMENT**

1 This matter has come before the Honorable Christian R. Gullon in Department O of the Superior
2 Court of the State of California, for the County of Los Angeles, on January 9, 2025 at 10 a.m., on
3 Plaintiffs Alfredo Salazar (“Plaintiff Salazar”) and Ana Nunez’s (“Plaintiff Nunez”) (together, the
4 “Plaintiffs”) Motion for Approval of Private Attorneys General Act (Cal. Labor Code § 2698, *Et Seq.*)
5 Settlement Agreement and Award of PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses
6 Payment, General Release Fee, and Administration Expenses Payment (“Motion for Approval of
7 Settlement”). Lawyers *for* Justice, PC and KJT Law Group, LLP appeared for Plaintiffs and Baker &
8 Hostetler LLP, appeared for Defendant Cast Parts Inc., erroneously sued by Salazar as CPP-City of
9 Industry Parts, Inc. and erroneously sued by Nunez as Cast Parts, Inc. dba Consolidation Precision
10 Products (“CPI” “Company” or “Defendant”).

11 On or around October 3, 2024, Plaintiffs and Defendant (together, the “Parties”) executed the
12 Private Attorneys General Act Settlement Agreement (“Settlement,” “Settlement Agreement,” or
13 “Agreement”).

14 The Court has reviewed and considered (1) the Motion for Approval of Settlement, (2) the
15 Declarations of PAGA Counsel Brittany Shaw and Plaintiffs Alfredo Salazar and Ana Nunez, and (3) the
16 Settlement Agreement.

17 Having duly considered the Parties’ papers and oral argument, and good cause appearing,

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

19 1. The Motion for Approval of Settlement is granted.
20 2. All terms used herein shall have the same meaning defined in the Settlement Agreement.
21 3. Unless otherwise specified, all citations and references to the Private Attorneys General Act
22 of 2004, California Labor Code sections 2698, *et seq.* are to the version of statute prior to the recent
23 amendment effective July 1, 2024; the amended statute does not apply to the above-captioned action and
24 the Settlement pursuant to California Labor Code section 2699(v)(1), as amended, because the above-
25 captioned action was filed prior to June 19, 2024.

26 4. The Court finds that Plaintiffs have satisfied the prerequisites under the California Private
27 Attorneys General Act (Cal. Labor Code § 2698, *et seq.*) (“PAGA”), including, and not limited to,
28 providing the California Labor and Workforce Development Agency (“LWDA”) and Defendant with

1 notice of the specific provisions of the California Labor Code alleged to have been violated, including, and
2 not limited to, the facts and theories to support the alleged violations, in conformity with California Labor
3 Code § 2699.3(a).

4 5. The Court also finds that the Settlement Agreement has been submitted to the LWDA in
5 conformity with California Labor Code § 2699(l)(2) and that the LWDA has not sought to intervene or
6 appear in the above-captioned action (the “Actions”).

7 6. The Settlement pertains to the following aggrieved employees:

8 A person employed by CPI in California and classified as a non-exempt employee who worked
9 for CPI during the PAGA Period. (“Aggrieved Employee(s)”).

10 7. The Court finds that the Parties reached the Settlement as a result of arm’s-length
11 negotiations.

12 8. Pursuant to California Labor Code § 2699(l)(2), the Court has reviewed the sum allocated
13 for payment of penalties under PAGA (“Net Settlement Amount”), and determines that it is fair, just,
14 reasonable, and adequate. The Court hereby approves the Net Settlement Amount. The Net Settlement
15 Amount shall be the Gross Settlement Amount (\$865,000.00) less the approved PAGA Counsel Fees
16 Payment to Lawyers for Justice, PC and KJT Law Group, LLP (“PAGA Counsel”), PAGA Counsel
17 Litigation Expenses Payment, General Release Fee to Plaintiffs, and Administration Expenses Payment to
18 Phoenix Settlement Administrators (the “Administrator”). Seventy-five percent (75%) of the Net
19 Settlement Amount shall be distributed to the LWDA (“LWDA PAGA Payment”) and twenty-five percent
20 (25%) of the Net Settlement Amount shall be distributed to the Aggrieved Employees (“Employees’
21 Portion”) in accordance with this Order and Judgment and the Settlement Agreement.

22 9. The Court has considered the Settlement, and the monetary allocations provided thereby,
23 and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the Administrator to
24 administer the Settlement and to make the payments as provided for by, and consistent with, this Order
25 and Judgment and the Settlement Agreement.

26 10. The Court approves the payment of \$302,750.00 to PAGA Counsel for attorneys’ fees
27 (“PAGA Counsel Fees Payment”). This amount shall be paid from the Gross Settlement Amount and
28 shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

1 11. The Court approves the payment of \$16,028.62 to PAGA Counsel for reimbursement of
2 litigation costs and expenses incurred in the Action (“PAGA Counsel Litigation Expenses”). This amount
3 shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and
4 Judgment and the Settlement Agreement.

5 12. The Court approves payment in the amount of \$7,500.00 to Plaintiff Alfredo Salazar and in
6 the amount of \$7,500.00 to Plaintiff Ana Nunez for their General Release Fee. These amounts shall be
7 paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and
8 Judgment and the Settlement Agreement.

9 13. The Court approves payment up to the amount of \$10,000.00 to Phoenix Settlement
10 Administrators for the Administration Expenses Payment. This amount shall be paid from the Gross
11 Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement
12 Agreement.

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

15 15. The Court further finds that notice of the Settlement need not be provided to the Aggrieved
16 Employees; however, the Court approves the Cover Letter, attached hereto as “**EXHIBIT A**,” and the
17 Administrator shall distribute the Cover Letter to the Aggrieved Employees at the same time that it
18 distributes payments to Aggrieved Employees for their share of the Employees’ Portion (“Individual
19 PAGA Payment(s)”).

20 16. Within fourteen (14) days after the date of this Order and Judgment, Defendant will provide
21 the Administrator with the Aggrieved Employee Data, in accordance with this Order and Judgment and the
22 Settlement Agreement.

23 17. Within fourteen (14) days of the date of this Order and Judgment, Defendant shall deposit
24 \$865,000.00 into a qualified settlement account established, by the Administrator for administration of the
25 Settlement in accordance with this Order and Judgment and the Settlement Agreement.

26 18. Within fourteen (14) days after receipt of the Gross Settlement Amount, the Administrator
27 will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration
28 Expenses Payment, the PAGA Counsel Fees Payment, and PAGA Counsel Litigation Expenses Payment.

1 Disbursement of the PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment
2 shall not precede distribution of Individual PAGA Payments, as provided for by this Order and Judgment
3 and the Settlement Agreement.

4 19. The Individual PAGA Payment checks issued to Aggrieved Employees shall remain valid
5 and negotiable for one hundred and eighty (180) days, and thereafter, shall be voided. Funds associated
6 with such cancelled checks shall be transmitted by the Administrator to the California State Controller's
7 Office Unclaimed Property Division, in the name of each Aggrieved Employee whose check is cancelled.

8 20. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.
9 Upon the entry of this Order and Judgment and full funding of the Gross Settlement Amount, and except
10 as to the rights and obligations created by this Settlement Agreement, Plaintiffs and the State of California
11 with respect to Aggrieved Employees, will be deemed to have knowingly and voluntarily released and
12 forever discharged Released Parties, to the full extent permitted by law, of and from the Action and from
13 the Released PAGA Claims.

14 21. "Released Parties" means Defendant and each of its former and present directors, officers,
15 shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and
16 affiliates.

17 22. "Released PAGA Claims" means (1) as to Plaintiffs: Plaintiffs and their respective former
18 and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators,
19 successors, and assigns generally, release and discharge Released Parties, individually and collectively,
20 from all known and unknown claims, liabilities, and obligations of every kind (including penalties,
21 punitive damages, attorneys' fees and costs) that Plaintiffs have ever had or now may have against any of
22 the Released Parties arising out of or relating to facts, events, occurrences, or omissions up to and
23 including the date Plaintiffs sign the Settlement Agreement; and (2) as to the State of California and
24 Aggrieved Employees: The State of California with respect to all Aggrieved Employees and all
25 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and
26 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
27 Parties from all claims for civil penalties under the Private Attorneys General Act of 2004, California
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1 Labor Code section 2698, et seq., that were alleged, or reasonably could have been alleged, arising during
2 the PAGA Period, based on the facts stated in the Operative Complaints and the PAGA Notices.

3 23. “PAGA Period” means the period from November 4, 2019, through July 25, 2024.

4 24. No individualized notice of this Order and Judgment is required to be provided to the
5 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
6 system established for the filing of notices and documents, in conformity with California Labor Code §
7 2699(1)(3).

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10 Date: _____

11 Honorable Christian R. Gullon
12 Judge of the Superior Court
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EXHIBIT A

**[PROPOSED] ORDER AND JUDGMENT GRANTING APPROVAL OF PRIVATE ATTORNEYS GENERAL ACT
(CAL. LABOR CODE § 2698, *ET SEQ.*) SETTLEMENT AGREEMENT AND AWARD OF PAGA COUNSEL FEES
PAYMENT, PAGA COUNSEL LITIGATION EXPENSES PAYMENT, GENERAL RELEASE FEE, AND
ADMINISTRATION EXPENSES PAYMENT**

<<Mailing Date>>

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

Re: Settlement Payment from *Alfredo Salazar v. CPP-City of Industry Cast Parts, Inc., et al.*, Los Angeles Superior Court Case No. 21PSCV00014 and *Ana Nunez v. Cast Parts, Inc., dba Consolidation Precision Products* Los Angeles Superior Court Case No. 21STCV08428

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

Please find enclosed a check in the amount of <<amount of payment>> ("PAGA Payment"). This check is your payment from the settlement in the lawsuits entitled *Alfredo Salazar v. CPP-City of Industry Cast Parts, Inc., et al.*, Los Angeles Superior Court Case No. 21PSCV00014 and *Ana Nunez v. Cast Parts, Inc., dba Consolidation Precision Products* Los Angeles Superior Court Case No. 21STCV08428 (the "Actions").

The lawsuits were filed on January 7, 2021 by Alfredo Salazar ("Plaintiff Salazar") and on March 3, 2021 by Ana Nunez ("Plaintiff Nunez") (collectively, "Plaintiffs") against their former employer, on behalf of the State of California, with respect to themselves and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code section 2698, *et seq.* ("PAGA"), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to filing the lawsuit, on July 14, 2020, Plaintiff Nunez submitted a letter to the LWDA, pursuant to PAGA, to provide notice of her intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, and 9-2001, thereby initiating LWDA Case Number LWDA-CM-796990-20 (the "Nunez PAGA Notice"). Similarly, on November 2, 2020, Plaintiff Salazar submitted a letter to the California Labor and Workforce Development Agency ("LWDA"), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant's alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 1-2001, 4-2001, and 9-2001, thereby initiating LWDA Case Number LWDA-CM-912411-22 (the "Salazar PAGA Notice") (collectively, the "PAGA Notices").

Defendant denies all of Plaintiffs' allegations and denies any wrongdoing of any kind associated with Plaintiff's allegations.

A settlement was reached between Plaintiff and Defendants Cast Parts, Inc. ("Defendant").

On << Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees who worked for Defendant in the State of California during the PAGA Period. ("Aggrieved Employees"). The period November 4, 2019 to July 25, 2024 is the "PAGA Period".

You are receiving a portion of the settlement (the enclosed PAGA Payment) because you have been identified as an Aggrieved Employee. Your PAGA Payment is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The PAGA Payment is considered to be 100% 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, as of <<date of entry of order by the Court approving the Settlement>>, the Released Parties were fully released and forever discharged from any and all Released Claims.

"Released Parties" means Defendant, and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

"Released Claims" means any and all claims, arising during the PAGA Period, for civil penalties under California Labor Code section 2698, *et seq.* ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual allegations in the operative complaints, including but not limited to, for

1 failure to pay minimum, regular, and overtime wages, failure to provide compliant meal periods and
2 associated premiums, failure to provide compliant rest periods and associated premiums, failure to timely
3 pay wages during employment, failure to timely pay wages upon termination, failure to provide compliant
4 and accurate wage statements, failure to maintain complete and accurate payroll records, and failure to
reimburse necessary business-related expenses and costs, in violation of California Labor Code sections
201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 558, 1174(d), 1194, 1197, 1197.1, 1198, 2800, and
2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, and 5-
2001.

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

7 **Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask**
8 **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].