

WILSHIRE LAW FIRM, PLC
Benjamin H. Haber (SBN 315664)
benjamin.haber@wilshirelawfirm.com
Daniel J. Kramer (SBN 314625)
daniel.kramer@wilshirelawfirm.com
Alan Wilcox (SBN 287476)
alan.wilcox@wilshirelawfirm.com

WILSHIRE LAW FIRM, PLC
660 S. Figueroa St., Sky Lobby
Los Angeles, CA 90017
Telephone: (213) 381-9988
Facsimile: (213) 381-9989

Attorneys for Plaintiff

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

JAVIER SANTIAGO, individually, and on
behalf of all others similarly situated,

Plaintiff,

v.

CAL TECH PRECISION, INC., a California
corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 30-2021-01195725-CU-OE-CXC

CLASS & REPRESENTATIVE ACTION

*[Assigned to: Hon. David A. Hoffer, Dept.
CX103]*

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

FINAL APPROVAL HEARING

Date: January 26, 2026

Time: 1:30 p.m.

Dept.: CX103

Complaint filed: April 15, 2021

FAC filed: August 15, 2023

Trial date: Not set

1 On or around October 2, 2025, this Court issued an Order Granting Plaintiff's Motion for
2 Preliminary Approval of Class Action Settlement. Plaintiff Javier Santiago ("Plaintiff") now seeks
3 an order granting final approval of the Class Action and PAGA Settlement Agreement and Class
4 Notice ("Settlement" or "Settlement Agreement"). The Settlement Agreement is attached to the
5 Declaration of Benjamin H. Haber in Support of Plaintiff's Motion for Final Approval of Class
6 Action Settlement as **Exhibit 1**.

7 Due and adequate notice having been given to the Class, and the Court having reviewed and
8 considered the Settlement, Plaintiff's Notice of Motion and Motion for Final Approval of Class
9 Action Settlement, the supporting declarations and exhibits thereto, all papers filed and proceedings
10 had herein, and the absence of any written objections received regarding the Settlement, and having
11 reviewed the record in this action, and good cause appearing therefor,

12 **IT IS HEREBY ORDERED, ADJUDGED AND DECREED** that:

13 1. The Court, for purposes of this Order, adopts all defined terms as set forth in the
14 Settlement filed in this case.

15 2. The Court has jurisdiction over all claims asserted in the action, Plaintiff, the
16 Settlement Class Members, and Defendant Cal Tech Precision, Inc. ("Defendant," and together
17 with Plaintiff, the "Parties").

18 3. The Court finds that the Settlement Agreement appears to be fair, adequate, and
19 reasonable and therefore meets the requirements for final approval. The Court grants final approval
20 of the Settlement and the Settlement Class based upon the terms set forth in the Settlement
21 Agreement, attached to the Declaration of Benjamin H. Haber in Support of Plaintiff's Motion for
22 Final Approval of Class Action Settlement as **Exhibit 1**.

23 4. The Court finds that the Settlement appears to have been made and entered into in
24 good faith and hereby approves the Settlement subject to the limitations on the requested fees and
25 enhancement as set forth below.

26 5. Upon Defendant fully funding the Settlement as described in this Agreement, all
27 Aggrieved Employees, whether they are Participating Class Members or Non-Participating
28 Class Members, are deemed to release, on behalf of themselves and their respective former and

1 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the
2 Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have
3 been alleged, based on the facts stated in the Operative Complaint or the PAGA Notice,
4 including any and all claims for: (1) violations of Labor Code § 2802 and applicable Wage
5 Orders for failing to indemnify employees for expenditures; (2) violations of Labor Code §§
6 204, 510, 1194, 1197, and 1198 by failing to pay for all hours worked, including minimum
7 wages, straight time wages, and overtime wages; (3) violations of Labor Code § 226.7 and
8 applicable Wage Orders by failing to provide meal periods; 4) Labor Code § 226.7 and
9 applicable Wage Orders by failing to authorize and permit rest periods; (5) violations of Labor
10 Code § 204 by failing to pay all earned wages two times per month; (6) violations of California
11 Labor Code § 1174.5 and applicable Wage Orders by failing to maintain accurate records of
12 hours worked and meal periods taken or missed; (7) violations of Labor Code §§ 201 to 203 by
13 willfully failing to pay all wages owed at termination; and (8) violations of Labor Code § 226
14 by failing to provide accurate itemized wage statements (the “PAGA Released Claims”).

15 6. Upon Defendant fully funding the Settlement as described in this Agreement, all
16 claims alleged in the operative complaint, under any legal theory of liability, for violation of
17 Business & Professions Code §§ 17200, et seq.; all claims alleged in the operative complaint
18 and Plaintiff’s PAGA letter, under any legal theory of liability, for penalties pursuant to the
19 PAGA (Labor Code §§ 2698, et seq.);.

20 7. Upon final approval of the Settlement by the Court, Participating Class Members will
21 release the aforementioned claims against all Released Parties.

22 8. The Parties shall bear their own respective attorneys’ fees and costs, except as
23 otherwise provided for in the Settlement and approved by the Court.

24 9. Solely for purposes of effectuating the Settlement, the Court finally certified the
25 following Class – all persons who worked for Defendant in California as an hourly or non-exempt
26 employee at any time during the Settlement Period who do not timely and validly exclude
27 themselves from the Class in compliance with the exclusion procedures set forth in this
28 Settlement.

1 10. No Class Member has objected to the terms of the Settlement.

2 11. No Class Member has requested exclusion from the Settlement.

3 12. The Notice provided to the Class conforms with the requirements of California Rules
4 of Court, Rules 3.766 and 3.769, and constitutes the best notice practicable under the circumstances,
5 by providing individual notice to all Class Members who could be identified through reasonable
6 effort, and by providing due and adequate notice of the proceedings and of the matters set forth
7 therein to the Class Members. The Notice fully satisfies the requirements of due process.

8 13. The settlement administrator will maintain a website for the case and post a copy of
9 this order and judgement on the website for 180 days.

10 14. The Court finds the Gross Settlement Amount, the Net Settlement Amount, and the
11 methodology used to calculate and pay each Participating Class Member's Net Settlement Payment
12 are fair and reasonable and authorizes the Settlement Administrator to pay the Net Settlement
13 Payments to the Participating Class Members in accordance with the terms of the Settlement.

14 15. Defendant shall pay a total of \$350,000.00 to resolve this litigation and to separately
15 pay any and all employer payroll taxes owed on the Wage Portions of the individual class payments.

16 16. From the Gross Settlement Amount, \$10,000.00 shall be paid to Plaintiff Javier
17 Santiago, for his services as class representative and for his agreement to release claims.

18 17. From the Gross Settlement Amount, \$8,500.00 shall be paid to the Settlement
19 Administrator, CPT Group, Inc.

20 18. The Court hereby confirms Benjamin H. Haber, Daniel J. Kramer, and Alan Wilcox
21 of Wilshire Law Firm, PLC as Class Counsel.

22 19. From the Gross Settlement Amount, Class Counsel is awarded \$116,666.67 for their
23 reasonable attorneys' fees and \$13,635.31 for their reasonable costs incurred in the action. The fees
24 and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that
25 the fees are reasonable in light of the benefit provided to the Class.

26 20. Without affecting the finality of this Order in any way, this Court retains continuing
27 jurisdiction over the implementation, interpretation, and enforcement of the Settlement with respect
28 to all Parties to this action, and their counsel of record.

21. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted and the Court directs that judgment shall be entered in accordance with the terms of this Order.

IT IS SO ORDERED.

DATE:

Hon. David A. Hoffer
Orange County Superior Court

PROOF OF SERVICE

Santiago v. Cal Tech Precision, Inc., et al.
30-2021-01195725-CU-OE-CXC

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 660 S. Figueroa St., Sky Lobby, Los Angeles, California 90017. My electronic service address is rebecca.padilla@wilshirelawfirm.com.

On December 31, 2025, I served the foregoing **[PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFF'S MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

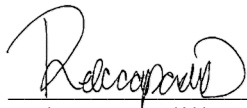
Damian M. Moos
dmoos@scopelitis.com
SCOPELITIS, GARVIN, LIGHT, HANSON & FEARY, LLP
2 North Lake Avenue Suite 560
Pasadena, CA 91101
Telephone: (949) 800-8601
Facsimile: (626) 795-4790

Attorney for Defendant

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

I declare under the penalty of perjury under the laws of the State of California, that the foregoing is true and correct.

Executed on December 31, 2025, at Los Angeles, California.



Rebecca Padilla