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

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

17 *Plaintiff,*

18 v.

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

21 *Defendants.*

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

CLASS & REPRESENTATIVE ACTION

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

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

FINAL APPROVAL HEARING

Date: April 27, 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").

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

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

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

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

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

21 **3A. For purposes of this Order, the following terms shall have the meanings set forth**
22 **below:**

23 (a) "Gross Settlement Amount" means the total amount of \$350,000.00 to be paid by
24 Defendant pursuant to the Settlement.

25 (b) "Net Settlement Amount" means the portion of the Gross Settlement Amount available
26 for distribution to Participating Class Members after deductions for attorneys' fees, costs,
27 service award, settlement administration costs, and PAGA penalties, as provided in the
Settlement.

28 (c) "Class" or "Settlement Class" means all persons who worked for Defendant in California

1 as hourly or non-exempt employees during the Class Period who do not timely and validly
2 exclude themselves from the Settlement.

3 (d) "Class Members" means all individuals who fall within the definition of the Class.

4 (e) "Participating Class Members" means Class Members who do not submit a valid and
5 timely request for exclusion from the Settlement.

6 (f) "Aggrieved Employees" means all individuals who worked for Defendant in California
7 during the PAGA Period and who are entitled to a share of the PAGA penalties under the
8 Settlement.

9 (g) "Released Parties" means Defendant Cal Tech Precision, Inc., and each of its former and
10 present directors, officers, shareholders, owners, members, managing agents, employees,
11 attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

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

15 5. Upon Defendant fully funding the Gross Settlement Amount as required by the
16 Settlement Agreement, all Aggrieved Employees, whether they are Participating Class Members
17 or Non-Participating Class Members, are deemed to release, on behalf of themselves and their
18 respective former and present representatives, agents, attorneys, heirs, administrators,
19 successors, and assigns, the Released Parties, from all claims for PAGA civil penalties that were
20 alleged, or reasonably could have been alleged, based on the facts stated in the Operative
21 Complaint or the PAGA Notice, including any and all claims for: (1) violations of Labor Code
22 § 2802 and applicable Wage Orders for failure to indemnify employees for business expenses;
23 (2) violations of Labor Code §§ 204, 510, 1194, 1197, and 1198 for failure to pay all wages,
24 including minimum wages, straight time wages, and overtime wages; (3) violations of Labor
25 Code § 226.7 and applicable Wage Orders for failure to provide compliant meal periods; (4)
26 violations of Labor Code § 226.7 and applicable Wage Orders for failure to authorize and permit
27 rest periods; (5) violations of Labor Code § 204 for failure to timely pay wages; (6) violations
28 of Labor Code § 1174.5 and applicable Wage Orders for failure to maintain accurate records;
(7) violations of Labor Code §§ 201–203 for failure to timely pay final wages; and (8) violations

1 of Labor Code § 226 for failure to provide accurate itemized wage statements (the “PAGA
2 Released Claims”).

3 6. Upon Defendant fully funding the Gross Settlement Amount and the employer’s
4 share of payroll taxes on the wage portion of the settlement, all Participating Class Members,
5 on behalf of themselves and their respective former and present representatives, agents,
6 attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all
7 claims that were alleged, or reasonably could have been alleged, based on the facts stated in the
8 Operative Complaint or ascertained in the course of the Action, including any and all claims
9 for: (1) failure to pay minimum and straight time wages (Cal. Lab. Code §§ 204, 1194, 1194.2,
10 and 1197); (2) failure to pay overtime wages (Cal. Lab. Code §§ 510, 1194, and 1198); (3)
11 failure to provide meal periods (Cal. Lab. Code §§ 226.7 and 512); (4) failure to authorize and
12 permit rest periods (Cal. Lab. Code § 226.7); (5) failure to timely pay final wages (Cal. Lab.
13 Code §§ 201–203); (6) failure to provide accurate itemized wage statements (Cal. Lab. Code §
14 226); (7) failure to indemnify business expenses (Cal. Lab. Code § 2802); and (8) violations of
15 California Business and Professions Code §§ 17200, et seq. Except as set forth in Section 6.3
16 of the Settlement Agreement, Participating Class Members do not release any other claims,
17 including claims for vested benefits, wrongful termination, violations of the Fair Employment
18 and Housing Act, unemployment insurance, disability, social security, workers’ compensation,
19 or claims based on facts occurring outside the Class Period.

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 Class Period who do not timely and validly exclude themselves
27 from the Class in compliance with the exclusion procedures set forth in the Settlement.

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

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

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

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

14. The Court hereby confirms Benjamin H. Haber, Daniel J. Kramer, and Alan Wilcox, Lucy Nguyen, and Conor Gomez of Wilshire Law Firm, PLC as Class Counsel.

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

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

17. From the Gross Settlement Amount, \$5,000.00 shall be paid to Plaintiff Javier Santiago, for his services as class representative and for his agreement to release claims.

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

19. From the Gross Settlement Amount, \$7,500.00 shall be paid to the LWDA for its share of PAGA Penalties.

20. From the Gross Settlement Amount, Class Counsel is awarded \$105,000.00 for their reasonable attorneys' fees and \$13,635.31 for their reasonable costs incurred in the action. The fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees are reasonable in light of the benefit provided to the Class.

21. The Court sets a Final Reporting Hearing on ~~January 25, 2027~~ *February 1, 2027 at 1:30* at 1:30 p.m. in Department CX103. Prior to the hearing, the Settlement Administrator shall file a declaration

1 confirming the distribution of settlement funds, the number and value of any uncashed checks, the
2 status of any residual funds, and full compliance with the terms of the Settlement.

3 22. The Court orders the Parties follow the funding and distribution timeline as follows:

Effective Date	The Date of this Order and Judgment
Deadline to fund the Gross Settlement Amount and Defendant's portion of the taxes due on the wage portion of that amount	Cal Tech Precision shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator within 15 months of August 15, 2022. Cal Tech Precisions shall fund the amounts necessary to fully pay Cal Tech Precision's share of employer payroll taxes by transmitting the funds to the Administrator within 14 days of the Effective Date, or within 14 days of the date on which the Administrator provides a calculation of the employer payroll taxes due by Cal Tech Precision as set forth in Paragraph 8.7.5 of the Settlement Agreement, whichever occurs later.
Administrator to Distribute Checks	Within 28 days of the Effective Date, or within 14 days of the date by which Cal Tech Precision pays the employer payroll taxes as set forth in Paragraph 4.3 of the Settlement Agreement, whichever occurs later.
Check Void Date	180 days after the date of mailing.

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

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24. 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.

25.

IT IS SO ORDERED.

DATE:

Hon. David A. Hoffer
Orange County Superior Court