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ELECTRONICALLY RECEIVED
Superior Court of California,
County of San Diego
06/13/2024 at 04:52:23 PM
Clerk of the Superior Court
By: Andrea Naranjo, Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

CHRISTIAN PLUMEDA, as an aggrieved
employee pursuant to the Private Attorneys
General Act ("PAGA"), on behalf of the State of
California and other aggrieved employees,

Plaintiff,

vs.

SAN DIEGO COMPOSITES, INC., a
California corporation; APPLIED COMPOSITE
STRUCTURES, INC., a Delaware corporation;
ALLIANCE SPACESYSTEMS, LLC, a
California limited liability company; APPLIED
COMPOSITES HOLDINGS, LLC, a Delaware
limited liability company and DOES 1 through
10, inclusive,

Defendants.

Case No. 37-2021-00040002-CU-OE-CTL

Assigned to the Hon. Loren G. Freestone

**[PROPOSED] ORDER APPROVING THE
PARTIES' PAGA SETTLEMENT
AGREEMENT AND JUDGMENT**

Date: July 12, 2024

Time: 10:30 a.m.

Place: Department C-64

Complaint Filed: September 20, 2021

Trial Date: None Set

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1 7. The Settlement is not an admission by Defendants, nor is this Order and Judgment a
2 finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order and
3 Judgment, the Settlement, nor any document referred to herein, nor any action taken to carry out the
4 Settlement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
5 concession, or liability whatsoever by or against Defendants.

6 8. The Court approves the gross settlement amount of \$650,000. After deducting the
7 approved amounts for attorneys' fees and costs, and settlement administration costs, the net settlement
8 amount of \$406,546.73 will be allocated as follows: Seventy-Five Percent (75%), or approximately
9 \$304,910.05, shall be paid to the California Labor and Workforce Development Agency, and the
10 remaining Twenty-Five Percent (25%), or approximately \$101,636.68, shall be paid to Aggrieved
11 Employees.

12 9. The Court hereby awards \$216,667 in attorneys' fees and \$11,286.27 costs to Plaintiff's
13 Counsel, Capstone Law APC.

14 10. The Court approves a Service Award of \$10,000 to Christian Plumedá.

15 11. The Court appoints CPT Group, Inc. to serve as the Settlement Administrator, and
16 approves Settlement Administration Costs of \$5,500.

17 12. Plaintiff shall file a declaration from the Settlement Administrator regarding the
18 completion of settlement administration activities no later than September 1, 2025.

19 13. This Judgment shall be binding on all Aggrieved Employees and the State of California,
20 who are hereby barred by the doctrine of res judicata from re-litigating the Settled Claims during the
21 Settlement Period, as those terms are defined by the Settlement. *See Arias v. Superior Court*, 46 Cal. 4th
22 969, 986 (2009) (holding that a judgment in a representative action brought by an aggrieved employee
23 under PAGA is binding not only on the named employee plaintiff but also on state labor law enforcement
24 agencies and any aggrieved employee not a party to the proceeding).

25 14. Without affecting the finality of the Order and Judgment, the Court shall retain exclusive
26 and continuing jurisdiction under California Code of Civil Procedure § 664.6, over the above-captioned
27 action and the parties for purposes of enforcing the terms of the Judgment and the Settlement.

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1 15. This document shall constitute a judgment under California Code of Civil Procedure §
2 664.6.

3 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

4
5 Date

7/12/24



Hon. Loren G. Freestone
San Diego County Superior Court Judge