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FILED
 Superior Court of California
 County of Los Angeles
11/01/2023

David W. Slayton, Executive Officer / Clerk of Court
 By: E. Ma Reyes Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

JOSHUA WILLIAMS, individually, and on
 behalf of all others similarly situated,

Plaintiff,

vs.

PRECISION TUBE BENDING, a California
 corporation; and DOES 1 through 10, inclusive,

Defendants

Case No.: 21STCV46806

[Hon. Randolph M. Hammock, Dept. 49]

**~~PROPOSED~~ ORDER GRANTING
 PLAINTIFF'S MOTION TO APPROVE
 SETTLEMENT AGREEMENT AND
 RELEASE OF PAGA CLAIMS PURSUANT
 TO LABOR CODE SECTIONS 2698, ET
 SEQ.**

*[Filed with Notice of Motion and Motion to
 Approve Settlement, the Declaration of Kane
 Moon, and [Proposed] Judgment]*

PAGA APPROVAL HEARING:

Date: November 1, 2023

Time: 8:30 a.m.

Dept.: 49

Reservation # 716755137462

Action Filed: December 23, 2021

Trial Date: Not Set

~~**PROPOSED**~~ **ORDER**

Plaintiff Joshua Williams (“Plaintiff”) seeks approval of a Joint Stipulation of Private Attorneys General Act Settlement Agreement (the “PAGA Settlement”) entered into with Defendant Precision Tube Bending, Inc. (“Defendant”) (together, the “Parties”) in full resolution of the above-captioned litigation (the “Action”).

The Court having duly considered Plaintiff’s Notice of Motion and Motion to Approve Settlement Agreement and Release of PAGA Claims Pursuant to Labor Code Sections 2698, *et seq.* (“PAGA Approval Motion”), the supporting declaration and exhibits thereto, all papers filed and proceedings had herein, and having reviewed the record in this Action, and good cause appearing,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The Court, for purposes of this Order, refers to all defined terms and provisions as set forth in the PAGA Settlement, which was attached as “**Exhibit 1**” to the Declaration of Kane Moon in Support of Plaintiff’s PAGA Approval Motion filed herewith.

2. The Court hereby GRANTS the PAGA Approval Motion, and the PAGA Settlement is hereby accepted and approved.

3. Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted in this action and is authorized to act as private attorney general with respect to the PAGA claims being released under the terms of the PAGA Settlement. The California Labor and Workforce Development Agency (the “LWDA”) was provided with notice of the PAGA Settlement via its online submission process, and no objection has been received to the PAGA Settlement from the LWDA.

4. The obligations set forth in the PAGA Settlement are deemed part of this Order, and the Parties and Administrator are ordered to carry out the PAGA Settlement according to its terms and provisions.

5. Effective on the date when Defendant fully funds the entire Gross Settlement Amount, the LWDA shall release the Released Parties from any claim for civil penalties arising out

1 of the Released Claims. As consideration for this release, the LWDA shall receive 75% of the PAGA
2 Payment, consistent with the requirements of the Labor Code sections 2698, et seq. The Aggrieved
3 Employees shall receive 25% of the PAGA payment consistent with the requirements of the Labor
4 Code sections 2698, et seq.:

5 a. **Plaintiff's Release.** Effective on the date when Defendant fully funds the entire Gross
6 Settlement Amount, Plaintiff and his respective former and present spouses,
7 representatives, agents, attorneys (including PAGA Counsel), heirs, administrators,
8 successors, and assigns generally, release and discharge Released Parties from all
9 claims, transactions, or occurrences that occurred during the PAGA Period, including,
10 but not limited to: (a) all claims that were, or reasonably could have been, alleged, based
11 on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's
12 Release"). Plaintiff's Release does not extend to any claims or actions to enforce this
13 Agreement, or to any claims for vested benefits, unemployment benefits, disability
14 benefits, social security benefits, workers' compensation benefits that arose at any time,
15 or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff
16 may discover facts or law different from, or in addition to, the facts or law that Plaintiff
17 now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall
18 be and remain effective in all respects, notwithstanding such different or additional facts
19 or Plaintiff's discovery of them. Plaintiff stipulates and agree that, upon the date on
20 which the Court's Approval Order becomes "Final", Plaintiff shall be deemed to have
21 expressly waived and relinquished, to the fullest extent permitted by law, the provisions,
22 rights and benefits of Section 1542 of the California Civil Code, or any other similar
23 provision under federal or state law, which provides: A GENERAL RELEASE DOES
24 NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY
25 DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE
26 TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER
27 WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH
28

1 THE DEBTOR OR RELEASED PARTY. This release specifically excludes claims for
2 unemployment insurance, disability, social security, and workers compensation (with
3 the exception of claims arising pursuant to California Labor Code Sections 132(a) and
4 4553). Accordingly, if the facts relating in any manner to this Settlement are found
5 hereafter to be other than or different from the facts now believed to be true, the release
6 of claims contained herein shall be effective as to all unknown claims.

7 b. **Release by Aggrieved Employees.** Effective on the date when Defendant fully funds
8 the entire Gross Settlement Amount all Aggrieved Employees are deemed to release,
9 on behalf of themselves and their respective former and present representatives, agents,
10 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all
11 claims for PAGA penalties that were alleged, or reasonably could have been alleged,
12 based on the PAGA Period facts stated in the Operative Complaint and the PAGA
13 Notice (“Released Claims”).

14 c. **Release by PAGA Counsel.** Effective on the date when Defendant fully funds the
15 entire Gross Settlement Amount, PAGA Counsel release on behalf of their present and
16 former attorneys, employees, agents, successors and assigns the Released Parties from
17 all claims for PAGA Counsel Fees incurred in connection with the Operative Complaint
18 and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

19 d. **Released Parties.** “Released Parties” means Defendant and each of its former and
20 present directors, officers, shareholders, owners, members, attorneys, insurers,
21 predecessors, successors, assigns, subsidiaries, and affiliates.

22 e. **PAGA Period.** “PAGA Period” means the period from December 23, 2020 to the date
23 of approval of the Settlement by the Court.

24 f. **PAGA Notice.** “PAGA Notice” means Plaintiff’s December 19, 2021 letter to
25 Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3,
26 subd.(a) attached to this Agreement as Exhibit A.

1 g. **Operative Complaint.** “Operative Complaint” means Plaintiff’s First Amended
2 Complaint filed in this Action on March 4, 2022.

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

8 7. Defendant shall pay the total of \$175,000.00 (the “Gross Settlement Amount”) to
9 resolve this action, subject to section 8 of the PAGA Settlement. Through the Administrator, the
10 Gross Settlement Amount shall be used to pay the Individual PAGA Payments, LWDA PAGA
11 Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, PAGA
12 Representative Enhancement Payment, and Administration Expenses Payment. Defendant shall
13 fully fund the Gross Settlement Amount by transmitting the funds to the Administrator the earlier
14 of 180 calendar days after the Effective Date, as that term is defined under the PAGA
15 Settlement, or September 1, 2024.

16 8. Within 14 calendar days after Defendant funds the Gross Settlement Amount,
17 the Administrator shall issue payment to the Aggrieved Employees, the LWDA, Plaintiff, and
18 PAGA Counsel. The Court approves of the proposed letter attached to the PAGA Settlement as
19 “**Exhibit B**” to be sent by the Administrator to Aggrieved Employees along with their respective
20 Individual PAGA Payment.

21 9. The face of each check to Aggrieved Employees shall prominently state the date
22 (180 days after the date of mailing) when the check will be voided. The Administrator will cancel
23 all checks not cashed by the void date. Before mailing any checks, the Administrator must update
24 the recipients’ mailing addresses using the National Change of Address Database. For any
25 Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the
26 void date, the Administrator shall transmit the funds represented by such checks to the California
27 Controller’s Unclaimed Property Fund in the name of the Aggrieved Employee.

1 10. The Court appoints Phoenix Settlement Administrators as the Administrator.
2 The Court approves and orders an Administration Expenses Payment in the amount of
3 \$7,500.00 from the Gross Settlement Amount to the Administrator for the costs of settlement
4 administration.

5 11. The Court appoints Plaintiff as the PAGA Representative. In addition to any
6 recovery that Plaintiff is eligible to receive under the PAGA Settlement as an Aggrieved
7 Employee, the Court approves and orders a PAGA Representative Enhancement Payment in
8 the amount of \$10,000.00 from the Gross Settlement Amount to Plaintiff for his role, service,
9 and risks undertaken as the PAGA Representative in this Action.

10 12. The Court appoints Plaintiff's counsel of record Kane Moon, Allen Feghali, and
11 Charlotte Mikat-Stevens of Moon Law Group, PC as PAGA Counsel. The Court approves and
12 orders a PAGA Counsel Fees Payment from the Gross Settlement Amount to PAGA Counsel
13 for their reasonable attorneys' fees not to exceed 33.3% of the Gross Settlement Amount, as
14 well as a PAGA Counsel Litigation Expenses Payment of \$13,957.14 for reimbursement of
15 litigation costs actually incurred. The Court finds that the fees and costs amounts are reasonable
16 in light of the benefits provided to the LWDA and Aggrieved Employees.

17 13. After deducting the Administration Expenses Payment, PAGA Representative
18 Enhancement Payment, PAGA Counsel Fees Payment, and PAGA Counsel Litigation Expenses
19 Payment, the remainder shall be allocated as PAGA Penalties and distributed as 75% to the
20 LWDA (the "LWDA PAGA Payment") and 25% to Aggrieved Employees on a pro-rata basis as
21 calculated by the Administrator according to the number of PAGA Period Pay Periods worked
22 by Aggrieved Employees (the "Individual PAGA Payments").

23 14. The Parties shall bear their own respective attorneys' fees and costs, except as
24 otherwise provided for in the PAGA Settlement and approved by the Court. Defendant and the
25 Released Parties shall have no further liability for costs, expenses, interests, attorneys' fees, or
26 for any other charge, expense, or liability relating to the Released PAGA Claims and shall be
27 released from all claims as set forth in the Settlement Agreement and in this Order.

1 15. This Action is dismissed with prejudice.

2 16. Plaintiff shall submit a copy of this Order to the LWDA within 30 calendar days
3 after entry hereof.

4 17. Pursuant to California Code of Civil Procedure section 664, this Court shall retain
5 jurisdiction over the Parties, Action, and the PAGA Settlement solely for purposes of (i) enforcing
6 this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii)
7 addressing such post-Judgment matters as are permitted by law.

8
9 **IT IS SO ORDERED.**

10
11 DATED: 11/01/2023



A handwritten signature in black ink, appearing to read "R. Hammock".

12 Hon. ~~Randolph M. Hammock~~ Randolph M. Hammock / Judge
13 Judge of the Los Angeles County Superior Court
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1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 1055 West Seventh Street, Suite
7 1880, Los Angeles, California 90017. On October 9, 2023, I served the foregoing document
8 described as:

9 **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION TO APPROVE
10 SETTLEMENT AGREEMENT AND RELEASE OF PAGA CLAIMS PURSUANT
11 TO LABOR CODE SECTIONS 2698, ET SEQ.**

12 X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s)
13 addressed as follows:

14 JESSICA GREGG (Bar No. 276543)
15 JCG@attwoodgregg.com
16 JOEL KELLY (Bar No. 100716)
17 JPK@attwoodgregg.com
18 SHANA MCGRAW
19 SEM@attwoodgregg.com
20 **ATTWOOD GREGG LLP**
21 527 W 7th St Suite 1200
22 Los Angeles, CA 90014

23 **ATTORNEYS FOR DEFENDANT**

24 [✓] **BY U.S. MAIL:** I deposited such envelope in the mail at Los Angeles, California. The
25 envelope was mailed with postage thereon fully prepaid. I am "readily familiar" with the
26 firm's practice of collection and processing correspondence for mailing. Under that
27 practice it would be deposited with U.S. postal service on that same day with postage
28 thereon fully prepaid at Los Angeles, California in the ordinary course of business. I am
aware that on motion of the party served, service is presumed invalid if postal
cancellation date or postage meter date is more than one day after date of deposit for
mailing in affidavit.

29 X (State) I declare under penalty of perjury under the laws of the State of California
30 that the above is true and correct.

31 Executed on October 9, 2023, at Los Angeles, California.

32 Janelle Jickain

33 Name

34 Signature



Make a Reservation

JOSHUA WILLIAMS vs PRECISION TUBE BENDING

Case Number: 21STCV46806 Case Type: Civil Unlimited Category: Other Employment Complaint Case
Date Filed: 2021-12-23 Location: Stanley Mosk Courthouse - Department 49

Reservation

Case Name: JOSHUA WILLIAMS vs PRECISION TUBE BENDING	Case Number: 21STCV46806
Type: Motion re: (Motion for Preliminary Approval)	Status: RESERVED
Filing Party: Joshua Williams (Plaintiff)	Location: Stanley Mosk Courthouse - Department 49
Date/Time: 11/01/2023 8:30 AM	Number of Motions: 1
Reservation ID: 716755137462	Confirmation Code: CR-RHEQFJEDYT26ABTVB

Fees

Description	Fee	Qty	Amount
Motion re: (name extension)	60.00	1	60.00
Credit Card Percentage Fee (2.75%)	1.65	1	1.65
TOTAL			\$61.65

Payment

Amount: \$61.65	Type: Visa
Account Number: XXXX4179	Authorization: 04065G
Payment Date: 1969-12-31	

[Print Receipt](#)[+ Reserve Another Hearing](#)[View My Reservations](#)