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MESSRELIAN LAW INC.
Harout Messrelian, Esq. (SBN 272020)
hm@messrelianlaw.com
101 N. Brand Blvd., Suite 1450
Glendale, California 91203
Telephone: (818) 484-6531
Facsimile: (818) 956-1983

Attorney for Plaintiff,
JESSICA GASCON

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF RIVERSIDE

(UNLIMITED JURISDICTION)

JESSICA GASCON, Plaintiff, vs. OMEGA EXTRUDING CORP. OF CALIFORNIA; and DOES 1 to 25, inclusive, Defendants.	Case No.: CVRI2305243 *[Assigned for all purposes to Honorable Harold Hopp, Judge]* **AMENDED ~~[PROPOSED]~~ ORDER GRANTING PAGA APPROVAL MOTION AND JUDGMENT** Hearing Date: September 16, 2026 Time: 8:30 a.m. Department: 1 Complaint Filed: October 3, 2023

Under Labor Code section 2699(1)(2) of the Private Attorneys General Act of 2004 ("PAGA"), the Motion of Plaintiff Jessica Gascon ("Plaintiff") for Approval of Settlement under PAGA came before this Court on September 16, 2026.

Plaintiff's Complaint seeks civil penalties on behalf of the State of California and similarly situated aggrieved employees, as authorized by PAGA under Labor Code § 2699, in relation to alleged violations of the predicate statutes set forth in Plaintiff's Complaint and the letter to the Labor Workforce and Development Agency ("LWDA") dated March 17, 2023 (the "LWDA Letter"), on behalf of all persons within the State of California who are or were employed by Defendant OMEGA EXTRUDING CORP. OF CALIFORNIA ("Defendant" or "OMEGA") from July 30, 2022 through March 30, 2026 (the "Aggrieved Employees).

Under PAGA, in any action brought by an aggrieved employee, the Court "shall review and approve any settlement of any civil action filed pursuant to this part." Lab. Code § 2699(1)(2). Accordingly, the Court, having considered the proposed settlement set forth in the Settlement Agreement, including the proposed PAGA penalties, under Labor Code § 2699(1)(2), having considered the papers filed in support of the proposed settlement and the arguments of counsel, and good cause appearing, the Court hereby GRANTS Plaintiff's Motion.

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

1. The Court finds the instant Action presents a good faith dispute of the claims alleged;

2. The Court finds in favor of settlement approval and therefore approves the Settlement of the above-captioned action, as set forth in the Settlement Agreement and each of the releases and other terms, as fair, just, reasonable, and adequate;

3. The Court finds further that Plaintiff, acting on behalf of herself and the State of California, by operation of this Order and Judgment hereby releases and forever discharges the Released Parties [defined as, Defendant in their individual and corporate capacities, and each of their past, present, and future officers, directors, employees, and agents in addition to OMEGA from any and all Released Claims for civil penalties asserted in Plaintiff's Complaint and amended LWDA Notice, including any and all known and unknown claims for civil

penalties under the Private Attorneys General Act, California Labor Code §§ 2698, *et seq.,* that arise. The Release Period in this case is July 30, 2022, to March 30, 2026, based on Defendant's election to cut the release period short pursuant to the "Escalator" provision at Paragraph 8.2 of the Settlement Agreement.

4. The Court finds further that in accordance with *Arias v. Superior Court*, 46 Cal. 4th 969 (2009), the foregoing release shall be binding on Plaintiff and the State of California and shall bar and preclude any claim under PAGA brought by any person, including the Aggrieved Employees, on behalf of the State of California, as to the Released Claims and Released Parties;

5. The Parties are directed to comply with all terms of the Settlement Agreement, and Defendant is directed to make all payments required by the Settlement Agreement:

6. Under the Settlement Agreement, Defendant agrees to pay a maximum sum of Four Hundred Fifteen Thousand Dollars and Zero Cents ($415,000.00) (the "Gross Settlement Amount"). The Gross Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees, PAGA Counsel's Fees Payment and PAGA Counsel's Litigation Expenses Payment, and Administration Expenses Payment. No portion of the Gross Settlement Amount will revert to Defendant. Plaintiff's Counsel requests an award of attorney's fees of Hundred Thirty-Eight Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (138,333.33) and litigation costs of Eleven Thousand Seven Hundred Sixty-three Dollars and Forty-Two Cents ($11,763.42). Plaintiff requests an enhancement award of Ten Thousand Dollars ($10,000.00). The settlement administrator, Apex Class Action Administrators, requests administration costs of Four Thousand Nine Hundred Ninety Dollars and Zero Cents ($4,990). Defendant does not oppose these requests. The Court finds the Gross Settlement Amount is fair, reasonable and adequate, and approves each of these payments, and directs the Settlement Administrator to make the above payments to payments from the Gross Settlement Amount as follows:

a. $138,333.33 in attorney's fees to Messrelian Law Inc.;

b. $10,000.00 in enhancement award to Plaintiff;

c. $11,763.42 in litigation costs to Messrelian Law Inc.;

d. $4,990.00 in administration costs to Apex Class Action Administrators; and

e. After deducting the foregoing payments, the estimated remainder of approximately $249,913.25 shall form the Net Settlement Amount ("NSA"). Pursuant to Labor Code section 2699(i), the NSA will then be distributed 75 percent ($187,434.94) to the LWDA, and the remaining 25 percent ($62,478.31) to the Aggrieved Employees on a pro rata basis, as set forth in the Settlement Agreement. The Court approves these payments, and directs the Settlement Administrator to issue checks to the LWDA and Aggrieved Employees, along with the Notice of PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise carry out its duties as set forth in the Settlement Agreement, including but not limited to sending a reminder post card to anyone who has not cashed their check within 60 days.

7. A non-appearance Final Accounting Hearing shall be set for June 16, 2027, at 8:30 a.m. in Department 1 of this Court. Plaintiff's counsel shall file a declaration from Apex Class Action Administration regarding the disbursement of the PAGA settlement funds, including the amount of money distributed and/or uncashed.

8. Judgment is entered in accordance with the terms of the Settlement and this Order.

9. The Court reserves exclusive and continuing jurisdiction over the Action and the Parties under Code of Civil Procedure § 664.6 for the purpose of supervising implementation, enforcement, construction, administration, and interpretation of the Settlement Agreement.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Date: October 27, 2026

Honorable Harold Hopp
Judge of the Riverside Superior Court