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

14 MARCO CARBAJAL, individually, on behalf of
15 all others similarly situated, and on behalf of the
16 State of California and other aggrieved
17 employees,

18 *Plaintiff,*

19 v.

20 MATTCO FORGE, INC., a California
21 corporation; and DOES 1 through 10, inclusive,

22 *Defendants.*

FILED

Superior Court of California
County of Los Angeles

07/28/2025

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

Case No.: 23STCV12264

Assigned for all purposes to:
Hon. Samantha P. Jessner
Dept. 7

~~PROPOSED~~ JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT

Date: July 28, 2025
Time: 10:00 a.m.
Dept.: 7

1 This matter came on for hearing on July 28, 2025 at 10:00 a.m., in Department 7 of the
2 above-referenced Court on the Motion for Final Approval of Class Action and PAGA Settlement
3 pursuant to California Rules of Court, Rule 3.769. On December 18, 2024, this Court issued an
4 Order Granting Plaintiff's Motion for Preliminary Approval of Class Action Settlement.
5 Plaintiff Marco Carbajal ("Plaintiff") now seeks an order granting final approval of the Class
6 Action and PAGA Settlement Agreement and Class Notice ("Settlement"), a copy of which is
7 attached to the Declaration of Arrash T. Fattahi in Support of Plaintiff's Motion for Final
8 Approval of Class Action and PAGA Settlement as **Exhibit 1**.

9 Having received and considered the Settlement, the supporting papers filed by the
10 Parties, and the evidence and argument in conjunction with the Motion for Preliminary Approval
11 of Class Action Settlement granted on December 18, 2024, and the instant Motion for Final
12 Approval of Class Action and PAGA Settlement, the Court grants final approval of the
13 Settlement and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

14 1. Pursuant to the Order Granting Plaintiff's Motion for Preliminary Approval of Class
15 Action Settlement, the Class Notice was sent to each Class Member by First Class mail. These
16 papers informed Class Members of the material terms of the Settlement, their right to receive an
17 Individual Settlement Payment, and their right to: (a) comment on or object to the Settlement; (b)
18 request exclusion from the Settlement and pursue their own remedies; (c) dispute the calculation
19 of their Individual Settlement Payment; and (d) appear at the final approval hearing. No Class
20 Member has objected to the proposed Settlement, and no Class Member has requested exclusion.

21 2. The Court finds and determines that this notice procedure afforded adequate protections
22 to Class Members and provides the basis for the Court to make an informed decision regarding
23 approval of the Settlement based on the responses of the Class. The Court finds and determines
24 that the notice provided in this case was the best notice practicable, which satisfied the
25 requirements of law and due process.

26 3. With respect to the Class and solely for purposes of approving this Settlement only (and
27 without determining this case would otherwise be amenable to class treatment), this Court finds
28 and concludes that: (a) the members of the Class are ascertainable and so numerous that joinder of

1 all members is impracticable; (b) there are questions of law or fact common to the class and a well-
2 defined community of interest among members of the Class with respect to the subject matter of
3 the action; (c) the claims of Class Representative Marco Carbajal are typical of the claims of the
4 Class Members; (d) the Class Representative has fairly and adequately protected the interests of
5 the Class; (e) a class action is superior to other available methods for an efficient adjudication of
6 this controversy; and (f) counsel of record for the Class Representative are qualified to serve as
7 Class Counsel. This finding shall not be used in any other matter to show class certification was or
8 is appropriate – the finding is solely for purposes of finally approving this Settlement.

9 4. The Court has certified a Class for settlement purposes only, defined as all persons
10 employed by Mattco in California and classified as an hourly paid, non-exempt employee during
11 the Class Period (from May 31, 2019 to April 20, 2024). The Court deems this definition sufficient
12 for purposes of California Rules of Court, Rule 3.765(a).

13 5. The Court hereby confirms Arrash T. Fattahi and Arman A. Salehi of Wilshire Law
14 Firm, PLC as Class Counsel.

15 6. The Court hereby confirms Plaintiff Marco Carbajal as the Class Representative.

16 7. The Court finds and determines that the terms of the Settlement are fair, reasonable,
17 and adequate, and directs the Parties to effectuate the Settlement according to its terms, having
18 found that the Settlement was reached as a result of informed and non-collusive arm's length
19 negotiations facilitated by a neutral mediator. The Court finds that the Parties conducted adequate
20 investigation, research, and discovery, and that their attorneys were able to reasonably evaluate
21 their respective positions. The Court also finds that the Settlement will enable the Parties to avoid
22 additional and potentially substantial litigation costs, as well as delay and risks if the Parties were
23 to continue to litigate the case. The Court has reviewed the monetary recovery provided as part of
24 the Settlement and recognizes the significant value accorded to the Class.

25 8. The Court hereby approves that Defendant Mattco Forge, Inc. ("Defendant") shall pay
26 a total of \$950,000.00 to resolve this litigation.

27 9. The Court finds and determines that the Individual Settlement Payments to be paid to
28 Settlement Class Members as provided for by the Settlement are fair and reasonable. The Court

1 hereby gives final approval to and orders the payment of those amounts to be made to the
2 Settlement Class Members in accordance with the Settlement.

3 10. From the Settlement Amount, the Court finds and determines that payment of
4 \$25,000.00 in civil penalties under PAGA is fair, reasonable, and appropriate. The Labor and
5 Workforce Development Agency (“LWDA”) will receive 75% (\$18,750.00), and the remaining
6 25% (\$6,250.00) will be distributed to Aggrieved Employees (defined as a person employed by
7 Mattco in California and classified as an hourly paid, non-exempt employee who worked for
8 Mattco during the PAGA Period [May 31, 2022 through April 20, 2024], regardless of whether the
9 Class Members submitted a valid Request for Exclusion or otherwise opted out of the Settlement).
10 The Court also finds and determines that the notice Plaintiff submitted to the LWDA of the
11 Settlement complied with the statutory requirements of PAGA. The Court hereby grants final
12 approval to and orders the payment of the amount to the Aggrieved Employees and the LWDA in
13 accordance with the Settlement.

14 11. From the Settlement Amount, the Court finds and determines the Class Representative
15 Service Payment of ~~\$10,000.00~~ ^{\$7,500.00} to the named Plaintiff is fair and reasonable and is in exchange for
16 his agreement to a general release of all claims arising out of his employment with Defendant,
17 including, but not limited to, a waiver under California Civil Code section 1542. The Court hereby
18 grants final approval to and orders the payment of that amount to be paid to the named Plaintiff for
19 his service as a class representative and for his agreement to release claims.

20 12. From the Settlement Amount, the Court finds and determines that the fees and
21 expenses in administering the Settlement incurred by Apex Class Action, LLC (“APEX”) in the
22 amount of \$6,146.00 are fair and reasonable. The Court hereby grants final approval to and orders
23 the payment of that amount in accordance with the Settlement.

24 13. From the Settlement Amount, the Court hereby awards Class Counsel attorneys’ fees
25 in the amount of \$316,666.67 and litigation costs in the amount of \$18,798.68. The Court hereby
26 grants final approval to and orders the payment of those amounts in accordance with the
27 Settlement.

28 14. Without affecting the finality of this Order or the entry of judgment in any way, this

1 Court retains continuing jurisdiction of all matters relating to the implementation, interpretation,
2 administration, effectuation and enforcement of this order and the Settlement pursuant to
3 California Code of Civil Procedure section 664.6.

4 15. Other than their employer-side payroll taxes, Defendant shall not have any further
5 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,
6 except as provided for by the Settlement.

7 16. There has been no finding by this Court that Defendant engaged in any wrongdoing
8 in this Action. Neither the making of this Settlement nor the entry into the Settlement constitutes
9 an admission by Defendant or any other Released party, nor is this Order a finding of the validity
10 of any claims or allegations in this case or of any other wrongdoing or that this Action could
11 otherwise be certified as a class action. The Settlement shall not be deemed an admission by
12 Defendant that this Action was properly brought as a class or representative Action. Further, the
13 Settlement is not a concession and shall not be used as an admission of any wrongdoing, fault,
14 omission, concession, waiver of defenses, or liability whatsoever of any entity or persons, nor may
15 any action taken to carry out the terms of the Settlement be construed as an admission or concession
16 by or against Defendant. Finally, this Court's final approval of the Settlement shall not be deemed
17 a finding or determination that Defendant's policies or practices were unlawful in this Action or
18 any other action.

19 17. Notwithstanding the foregoing, nothing in this Order precludes Defendant or any
20 Released Party from filing the Settlement Agreement, the Court's Order(s) and/or Judgment
21 stemming from this Action in any other matter to enforce the terms of the Settlement, against a
22 Class Member or Aggrieved Employee, including, for example, for *res judicata* or estoppel
23 purposes.

24 18. The Class Members had a full opportunity to participate in the Final Approval hearing,
25 and all Class Members and other persons wishing to be heard have been heard. Accordingly, the
26 terms of the Settlement Agreement and the Court's Order and Judgment shall be forever binding
27 on all Class Members. The "Release by Participating Class Members" as set forth in paragraph 5.2
28 of the Settlement Agreement shall mean these Class Members on behalf of themselves and their

1 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
2 and assigns release Released Parties from any and all claims, rights, demands, liabilities, and
3 causes of action, whether statutory, in tort, contract or otherwise, whether known or unknown,
4 arising during the Class Period, that were asserted, or could have been alleged, based on the facts
5 pleaded in the Operative Complaint and/or PAGA Notice sent to the LWDA, and/or ascertained in
6 the course of the Action including but not limited to any and all claims for:

7 (1) failure to pay minimum and straight time wages; (2) failure to pay overtime
8 wages; (3) failure to provide meal periods; (4) failure to authorize and permit rest
9 periods; (5) failure to timely pay final wages at termination; (6) failure to provide
10 accurate itemized wage statements; (7) failure to indemnify employees for
expenditures; and (8) violation of California's Unfair Competition Law,
California Business and Professions Code §§ 17200, et seq.

11 19. Additionally, the "Release by Aggrieved Employees" as set forth in Paragraph 5.3 of
12 the Settlement Agreement shall mean all Aggrieved Employees, and the State of California are
13 deemed to release, on behalf of themselves and their respective former and present representatives,
14 agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all
15 claims for PAGA Penalties (that occurred during the PAGA Period) that were asserted or could
16 have been asserted based on the facts pleaded in the Operative Complaint, and/or the PAGA Notice
17 and/or ascertained in the course of the Action, including but not limited to any and all PAGA
18 claims for: (1) failure to pay minimum and straight time wages; (2) failure to pay overtime wages;
19 (3) failure to provide meal periods; (4) failure to authorize and permit rest periods; (5) failure to
20 timely pay final wages at termination; (6) failure to provide accurate itemized wage statements;
21 and (7) failure to indemnify employees for expenditures.

22 20. The Court hereby determines that as of the Effective Date of the Settlement, and for
23 the duration of the Settlement Class Period and PAGA Period, all Class Members and Aggrieved
24 Employees are hereby deemed to have waived and released the Released Class Claims and
25 Released PAGA Claims set forth in the Settlement Agreement and herein, and are forever barred
26 and enjoined from prosecuting the claims as set forth in the Settlement.

27 21. The Court hereby enters final judgment in accordance with the terms of the
28 Settlement, the Order Granting Plaintiff's Motion for Preliminary Approval of Class Action

1 Settlement, and this Order. This document shall constitute a judgment for purposes of California
2 Rules of Court, Rule 3.769(h).

3 22. The Parties will bear their own costs and attorneys' fees except as otherwise provided
4 by this Court's Order awarding Class Counsel's attorneys' fees and litigation costs.

5 **IT IS SO ORDERED.**

6 Dated: 07/28/2025
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Samantha Jessner / Judge

8 Honorable Samantha P. Jessner
9 Judge of the Superior Court
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Carbajal v. Mattco Forge, Inc., et al.
23STCV12264


Ashley Narinyans