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on behalf of himself and all others similarly situated

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

STANLEY CAJIGAL, on behalf of
himself and others similarly situated,

Plaintiff,

v.

HOWMET GLOBAL FASTERNING
SYSTEMS INC. dba HOWMET
GLOBAL FASTENING SYSTEM, a
Delaware corporation; HOWMET USA
CORP., an entity of unknown form;
ALCOA FASTENING SYSTEMS, an
entity of unknown form; and DOES 1
through 50, inclusive,

Defendants.

Case No.: CIVSB2316824

CLASS ACTION

Assigned for All Purposes To:
Hon. Tony Raphael
Dept.: S36

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

Date: July 1, 2025
Time: 8:30 a.m.
Dept.: S36

Original Complaint Filed: July 21, 2023
First Amended Complaint Filed: September 25,
2023
Trial Date: None Set

1 **RECITALS**

2 On October 24, 2024, Plaintiff Stanley Cajigal (“Plaintiff”), individually and on behalf of
3 the Class, and Defendant Howmet Global Fastening Systems Inc. dba Howmet Global Fastening
4 System and Defendant Alcoa Fastening Systems (collectively “Defendants,” Defendants and
5 Plaintiff hereinafter collectively referred to as the “Parties”) entered into a class action and PAGA
6 settlement, the terms and conditions of which are set forth in the Parties’ Class Action and PAGA
7 Settlement Agreement (the “Settlement” or “Settlement Agreement”). Unless otherwise provided
8 in this Order, all capitalized terms shall have the same meaning as set forth in the Settlement
9 Agreement.

10 Plaintiff’s motion for an order preliminarily approving the settlement of this action,
11 approving the form notice of settlement, and setting a final approval hearing (“Motion”) came on
12 for hearing in Department S36 of this Court on July 1, 2025.

13 This Court, having fully considered Plaintiff’s Motion, the Memorandum of Points and
14 Authorities in support, the Declarations in support, the Settlement Agreement, and the proposed
15 form of Class Notice, finds that: (1) the proposed Settlement appears fair, reasonable, and adequate,
16 and that a final hearing should be held after notice to the Class (defined below) of the proposed
17 Settlement to determine if the Settlement Agreement and Settlement are fair, reasonable, and
18 adequate, such that a Final Order and Judgment should be entered in this action based upon the
19 Settlement Agreement, and (2) the PAGA Settlement is fair and adequate and should be approved.

20 **THE COURT ORDERS AND MAKES DETERMINATIONS AS FOLLOWS:**

21 **ORDER PROVISIONALLY CERTIFYING SETTLEMENT CLASS AND**
22 **APPOINTMENT OF CLASS REPRESENTATIVES AND CLASS COUNSEL**

23 1. The Court finds that certification of the following class, for settlement purposes only,
24 is appropriate:

25 “all persons employed by Defendants in California and classified as non-exempt
26 hourly employee who worked for Defendants during the Class Period,” which is from
27 June 1, 2022 through August 2, 2024.

28 2. The Court grants preliminary approval of the terms and conditions contained in the

1 Settlement Agreement. The Court finds that the terms of the Settlement Agreement are within the
2 range of possible approval at the final approval hearing.

3 3. The Court preliminarily finds, for settlement purposes only, that the Class meets
4 (i) the ascertainability and numerosity requirements; (ii) the commonality requirement because, in
5 the absence of class certification and settlement, each individual Class Member would have to
6 litigate core common issues of law and fact, all relating to Defendants' alleged wage-and-hour
7 violations asserted in the action; (iii) the typicality requirement because Plaintiff and the Class
8 Members' claims all arise from the same alleged events and course of conduct, and are based on the
9 same legal theories; and (iv) the adequacy of representation requirement because Plaintiff has the
10 same interests as all members of the Class, and they are represented by experienced and competent
11 counsel.

12 4. The Court further finds, preliminarily and for settlement purposes only, that common
13 issues predominate over individual issues in this litigation and that class treatment is superior to the
14 other means of resolving this dispute. Employing the class device here will not only achieve
15 economies of scale for Class Members with individual claims, but also conserve the resources of
16 the judicial system and preserve public confidence in the integrity of the system by avoiding the
17 waste and delay of repetitive proceedings. In addition, certifying the class will prevent inconsistent
18 adjudications of similar issues and claims.

19 5. For settlement purposes only, the Court finds that Plaintiff is adequate class
20 representative and appoint them as such. The Court further finds that Emil Davtyan, David
21 Yeremian, Roman Shkodnik, Enoch Kim, and Norayr Zakaryan of D.Law, Inc. have adequately
22 represented Plaintiff and the Class in this litigation, and the Court appoints them as Class Counsel.

23 6. The Court appoints Phoenix Class Action Administration Solutions to perform the
24 duties of a Settlement Administrator for the purpose of issuing the Class Notice and administering
25 the Settlement.

26 7. The Court recognizes that certification under this Order is for *settlement purposes*
27 *only*, and shall not constitute or be construed as a finding by the Court, or an admission on the part
28 of Defendants, that this action is appropriate for class treatment for litigation purposes. Entry of this

1 Order is without prejudice to the rights of Defendants to oppose class certification in the actions,
2 should the proposed Settlement Agreement not be granted final approval.

3 **PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT**

4 8. The Court has reviewed the Settlement Agreement and the proposed Class Notice.
5 The Court finds, on a preliminary basis, that the Settlement Agreement appears to be within the
6 range of reasonableness of a settlement that could ultimately be given final approval by this Court.
7 It appears to the Court on a preliminary basis that:

8 a. The settlement amount is fair and reasonable to all Class Members when
9 balanced against the probable outcome of further litigation relating to liability and damages issues;

10 b. Extensive and costly investigation and research have been conducted such
11 that counsel for the parties at this time are reasonably able to evaluate their respective positions;

12 c. Settlement at this time will avoid additional substantial costs, such as those
13 that have already been incurred by both parties, as well as avoid the delay and risks that would be
14 presented by the further prosecution of this litigation; and

15 d. The proposed settlement has been reached as the result of intensive, serious,
16 and non-collusive arm's-length negotiations.

17 9. The Court further approves the following representative group of employees as
18 governed by the Settlement Agreement with respect to the PAGA claim:

19 "all individuals who were or have been employed by Defendants in California as non-
20 exempt hourly employees at any time during the PAGA Period," which is from July
21 21, 2022 through August 2, 2024.

22 10. The Court grants approval of the PAGA Settlement pursuant to the terms and
23 conditions contained in the Settlement Agreement. The Court finds that the terms of the PAGA
24 Settlement are fair and reasonable and approves the PAGA Settlement pursuant to Labor Code
25 § 2699(l)(2).

26 11. Because a PAGA action is not a class action, Class Members may not opt out of, or
27 object to, the PAGA Settlement.

28 12. If the Court does not grant final approval of the Settlement Agreement, approval of

1 the PAGA Settlement will be vacated.

2 **APPROVAL OF DISTRIBUTION OF THE CLASS NOTICE**

3 **AND TIMELINE FOR SENDING CLASS NOTICE**

4 13. This Court finds that the Class Notice fairly and adequately advises the potential
5 Class Members of the terms of the Settlement and the process for the Class Members to obtain the
6 benefits available under the Settlement Agreement, as well as the right of Class Members to opt out
7 of the class, to file documentation in opposition to the proposed settlement, and to appear at the
8 settlement hearing to be conducted on the date set by the Court. The Court further finds that the
9 Class Notice and proposed distribution of such Class Notice by first-class mail to each identified
10 Class Member at their last known address comports with all constitutional requirements, including
11 those of due process under the United States and California constitutions, and meets the
12 requirements of Code of Civil Procedure § 382 and California Rules of Court rule 3.766.
13 Accordingly, good cause appearing therefore, the Court hereby approves the proposed Class Notice.

14 14. The Settlement Administrator shall, as soon as practicable, but no later than
15 _____, cause the Class Notice to be mailed by first class mail to all
16 known members of the Class certified by this Court in this action to the most recent address in
17 Defendants' business records for each known member of the Class. The mailing of the Class Notices
18 directed in this Order constitutes the best notice practicable under the circumstances and sufficient
19 notice to all members of the Class.

20 15. The costs of settlement administration, including the cost of printing and mailing the
21 Class Notices, shall be paid from the Gross Settlement Amount. Such costs shall be withheld from
22 the Gross Settlement Amount by the Settlement Administrator pursuant to the terms of the
23 Settlement Agreement.

24 **EXCLUSIONS FROM THE SETTLEMENT**

25 16. Each member of the Class who wishes to be excluded from the Class must submit a
26 request to be excluded from the Settlement by the deadline set forth in the Class Notice. Any Class
27 Member who does not submit a timely request to be excluded from the Settlement consistent with
28 the terms of the Settlement Agreement shall be bound by the terms of the Settlement Agreement,

1 even if such Class Member has previously initiated or subsequently initiates individual litigation
2 against Defendants or other proceedings encompassed by the Released Class Claims defined in the
3 Settlement Agreement.

4 **OBJECTIONS TO SETTLEMENT**

5 17. Any member of the Class who has not timely elected to be excluded from the Class,
6 and who wishes to object to the fairness, reasonableness, or adequacy of the Settlement Agreement
7 or the proposed settlement, or to the award of attorneys' fees and costs, shall provide to the
8 Settlement Administrator a written statement of the objection, as well as the specific reasons, if any,
9 for each objection. The Settlement Administrator will promptly transmit any objections it receives
10 to Class Counsel and Defendants' counsel.

11 18. All written objections must be signed by the Class Member or the Class Member's
12 representative and include the information specified in the Class Notice.

13 19. A Class Member may appear either in person or through personal counsel at the Final
14 Approval Hearing to object to the Settlement. If represented by personal counsel, the counsel will
15 be hired at the Class Member's expense.

16 20. Class Counsel and Defendants' counsel shall promptly furnish each other with copies
17 of any and all objections or written requests for exclusion that come into their possession.

18 **FINAL APPROVAL HEARING**

19 21. The Court grants Plaintiff's motion to set a settlement hearing for final approval of
20 the Settlement Agreement on _____, at _____ a.m./p.m. in Department S36 of this
21 Court ("Final Approval Hearing"), as set forth in the Class Notice, to determine whether the
22 proposed settlement of this action is fair, reasonable and adequate and should be finally approved.
23 The Court will also consider at the Final Approval Hearing whether applications for Plaintiff's
24 attorneys' fees and costs and class representative service payment to Plaintiff should be granted and,
25 if so, in what amounts.

26 22. Class Counsel shall file Plaintiff's memorandum of points and authorities in support
27 of the final approval of the Settlement Agreement and their request for approval of the attorneys'
28 fees, litigation costs, and service payments no later than 16 court days prior to the Final Approval

1 Hearing. After the Final Approval Hearing, the Court may enter a Final Order and Final Judgment
2 in accordance with the Settlement Agreement that will adjudicate the rights of all Class Members.

3 23. All discovery and other pretrial proceedings in this action are stayed and suspended
4 until further order of this Court, except such actions as may be necessary to implement the
5 Settlement Agreement and this Order.

6 24. If, for any reason, the Court does not grant final approval of the Settlement, all
7 evidence and proceedings held in connection therewith shall be without prejudice to the status quo
8 ante rights of the parties to the litigation as more specifically set forth in the Settlement Agreement.

9 **IT IS SO ORDERED.**

10
11 Dated: _____, 2025

JUDGE OF THE SUPERIOR COURT