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JESSE ALTAMIRANO, and all other

similarly situated "Aggrieved Employees"

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES-CENTRAL DISTRICT

(UNLIMITED JURISDICTION)

JESSE ALTAMIRANO, as an "aggrieved employee" on behalf of himself and other similarly situated "aggrieved employees" under the Labor Code Private Attorneys General Act of 2004,

Plaintiff,

vs.

WEBER METALS, INC., a California corporation; and DOES 1 to 25, inclusive,

Defendants.

Case No.: 24STCV05326

**[PROPOSED] ORDER AND JUDGMENT
APPROVING PAGA SETTLEMENT**

Action filed: February 29, 2024

Hearing Date: August 4, 2025

Hearing Time: 8:30 a.m.

Hearing Dept: 26, Hon. Bradley Phillips

Reservation Number: 344979904839

1 Under Labor Code section 2699(1)(2) of the California Private Attorneys General Act of
2 2004 ("PAGA"), the Motion of Plaintiff Jesse Altamirano ("Plaintiff") for Approval of Settlement
3 under PAGA came before this Court on August 4, 2025.

4 Plaintiff's Complaint seeks civil penalties on behalf of the State of California and
5 similarly situated aggrieved employees, as authorized by PAGA under Labor Code § 2699, in
6 relation to alleged violations of the predicate statutes set forth in Plaintiff's Complaint and the
7 PAGA notice letters to the California Labor Workforce and Development Agency ("LWDA"),
8 dated November 10, 2023 and February 21, 2024 (the "LWDA Letter"), on behalf of all persons
9 within the State of California who are or were employed on a non-exempt basis by Defendant
10 Weber Metals, Inc. ("Defendant" or "WEBER METALS") from December 26, 2022 through
11 March 20, 2025 (the "Aggrieved Employees").

12 Under PAGA, in any action brought by an Aggrieved Employee, the Court "shall
13 review and approve any settlement of any civil action filed pursuant to this part." *Lab. Code*,
14 § 2699, subd. (1)(2). Accordingly, the Court, having considered the proposed settlement set
15 forth in the Settlement Agreement, including the proposed PAGA penalties, under Labor Code
16 section 2699, subdivision (1)(2), having considered the papers filed in support of the proposed
17 settlement and the arguments of counsel, and good cause appearing, HEREBY ORDERS AS
18 FOLLOWS:

- 19 1. The Court finds the instant Action presents a good faith dispute of the claims alleged;
- 20 2. The Court finds in favor of settlement approval, and therefore approves the Settlement
21 of the above-captioned action, as set forth in the PAGA Settlement Agreement between the Parties
22 and each of the releases and other terms, as fair, just, reasonable, and adequate;
- 23 3. The Court finds further that Plaintiff, acting on behalf of himself and the State of
24 California, by operation of this Order and Judgment hereby releases and forever discharges
25 Defendant and the Releasees (as defined in the Settlement Agreement) from any and all Released
26 PAGA Claims (as defined in the Settlement Agreement) including penalties asserted in Plaintiff's
27 Complaint, including any and all known and unknown claims for civil penalties under PAGA that
28 arise;

1 4. The Court finds further that the foregoing release shall be binding on Plaintiff and the
2 State of California, and shall bar any claim under PAGA brought by any person, including the Aggrieved
3 Employees, on behalf of the State of California, as to the Released PAGA Claims and Releasees;

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

6 6. Under the Settlement Agreement, Defendant agrees to pay a maximum sum of Two
7 Hundred Fifty Thousand Dollars (\$250,000.00) (the "Gross Settlement Amount"). The Gross
8 Settlement Amount is inclusive of payments to the LWDA and Aggrieved Employees, PAGA
9 Counsel's Fees Payment and Litigation Expenses Payment, and Settlement Administration Costs. No
10 portion of the Gross Settlement Amount will revert to Defendant. Plaintiff's Counsel requests an award
11 of attorney's fees of Eighty Three Thousand Three Hundred Thirty-three Dollars and Thirty-three Cents
12 (\$83,333.33) and litigation expenses of Twelve Thousand Seventy One Dollars and Ninety Nine Cents.
13 The settlement administrator, Simpluris, Inc., requests administration costs of Three Thousand Four
14 Hundred Ten Dollars and Zero Cents (\$3,410.00). Defendant does not oppose these requests. The Court
15 finds the Gross Settlement Amount is fair, reasonable and adequate, and approves each of these
16 payments, and directs the Settlement Administrator to make the above payments to payments from the
17 Gross Settlement Amount as follows:

- 18 a. \$83,333.33 in attorney's fees to MM Law, APC;
19 b. \$12,071.99 in litigation costs to MM Law, APC;
20 c. \$3,410.00 in administration costs to Simpluris, Inc.; and
21 d. After deducting the foregoing payments, the estimated remainder of approximately
22 \$151,184.68 shall form the Net Settlement Amount. Pursuant to Labor Code section 2699(i), the
23 Net Settlement Amount will then be distributed 75 percent (\$113,388.51) to the LWDA, and the
24 remaining 25 percent (\$37,796.17) to the Aggrieved Employees on a pro rata basis, as set forth
25 in the Settlement Agreement. The Court approves these payments, and directs the Settlement
26 Administrator to issue checks to the LWDA and Aggrieved Employees, along with the Notice
27 of PAGA Settlement, as set forth in the Settlement Agreement, and to otherwise carry out its
28 duties as set forth in the Settlement Agreement.

1 7. The entire Action is hereby DISMISSED WITH PREJUDICE as to all parties and all
2 causes of action. The Court reserves exclusive and continuing jurisdiction over the Action and the
3 Parties pursuant to Code of Civil Procedure section 664.6 for the purpose of supervising
4 implementation, enforcement, construction, administration, and interpretation of the Settlement
5 Agreement.

6 8. The Court sets a Compliance Hearing re: Distribution on _____,
7 2026, at _____ a.m./p.m. in Department 26 of the Los Angeles County Superior Court.
8

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

10
11 DATED: _____

HON. BRADLEY PHILLIPS
JUDGE OF THE SUPERIOR COURT