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individually, and on behalf of Aggrieved Employees
pursuant to the California Private Attorneys General Act

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

LUIS A. ROMERO, individually, and on
behalf of Aggrieved Employees pursuant to the
California Private Attorneys General Act,

Plaintiffs,

vs.

THYSSENKRUPP MATERIALS, LLC, a
Michigan limited liability company; and DOES
1 through 25, inclusive,

Defendants.

Case No. 24STCV03007

Honorable Carolyn B. Kuhl
Department 12

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION FOR
APPROVAL OF PAGA SETTLEMENT,
PAGA COUNSEL FEES PAYMENT, PAGA
COUNSEL LITIGATION EXPENSES
PAYMENT, PAGA REPRESENTATIVE
SERVICE PAYMENT, AND
ADMINISTRATION EXPENSES PAYMENT**

Date: September 22, 2026
Time: 1:45 p.m.
Department: 12

Complaint Filed: February 5, 2024
Trial Date: Not Set

**[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR APPROVAL OF PAGA
SETTLEMENT, PAGA COUNSEL FEES PAYMENT, PAGA COUNSEL LITIGATION EXPENSES
PAYMENT, PAGA REPRESENTATIVE SERVICE PAYMENT, AND ADMINISTRATION EXPENSES
PAYMENT**

1 **[PROPOSED] ORDER AND JUDGMENT**

2 On September 22, 2026 at 1:45 p.m. in Department 12 of the above-entitled Court, located at
3 Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, Plaintiff Luis A.
4 Romero's ("**Plaintiff**") Motion for Approval of PAGA Settlement, PAGA Counsel Fees Payment,
5 PAGA Counsel Litigation Expenses Payment, PAGA Representative Service Payment, And
6 Administration Expenses Payment ("**Motion**") came on for hearing before the Honorable Carolyn B.
7 Kuhl. Blackstone Law, APC appeared on behalf of Plaintiff, and Littler Mendelson, P.C. appeared on
8 behalf of Defendant Thyssenkrupp Materials, LLC ("**Defendant**").

9 Plaintiff and Defendant (together, the "**Parties**") have executed the PAGA Settlement
10 Agreement ("**Settlement**," "**Agreement**," or "**Settlement Agreement**").

11 The Court, having carefully considered the papers, argument of counsel, and all matters
12 presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion.

13 **IT IS HEREBY ORDERED THAT:**

14 1. Plaintiff's Motion is granted in its entirety.

15 2. This Order and Judgment incorporates by reference the definitions in the Settlement
16 Agreement, and all capitalized terms defined therein shall have the same meaning in this Order and
17 Judgment as set forth in the Settlement Agreement.

18 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
19 Attorneys General Act (Cal. Labor Code § 2698, et seq.) ("**PAGA**"), including, but not limited to,
20 providing the California Labor and Workforce Development Agency ("**LWDA**") and Defendant with
21 notice of the specific provisions of the California Labor Code alleged to have been violated, including,
22 but not limited to, the facts and theories to support the alleged violations, in conformity with California
23 Labor Code § 2699.3(a).

24 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA
25 in conformity with California Labor Code § 2699(s)(2) and that the LWDA has not sought to intervene
26 or appear in the above-captioned action ("**Action**").

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1 5. The individuals covered under the Settlement consist of the following: “All current and
2 former non-exempt employees of Defendant who worked for Defendant in the State of California
3 during the PAGA Period” (“**Aggrieved Employees**”). The “**PAGA Period**” is defined as the period
4 from December 2, 2022 to November 18, 2025.

5 6. The Court finds that the Parties reached the Settlement as a result of arm’s-length
6 negotiations.

7 7. Pursuant to California Labor Code section 2699(1)(2), the Court has reviewed the sum
8 allocated for payment of penalties under PAGA (“**Net Settlement Amount**”), and determines that it
9 is fair, just, reasonable, and adequate. The Court hereby approves the Net Settlement Amount, which
10 shall be the Gross Settlement Amount (\$100,000.00) less the approved PAGA Counsel Fees Payment,
11 PAGA Counsel Litigation Expenses Payment, PAGA Representative Service Payment, and
12 Administration Expenses Payment to Phoenix Settlement Administrators (“**Administrator**”).
13 Seventy-five percent (75%) of the Net Settlement Amount shall be distributed to the LWDA (“**LWDA**
14 **PAGA Payment**”) and twenty-five percent (25%) of the Net Settlement Amount shall be distributed
15 to the Aggrieved Employees in accordance with this Order and Judgment and the Settlement
16 Agreement.

17 8. The Court has considered the Settlement, and the monetary allocations provided
18 thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the
19 Administrator to administer the Settlement and to make the payments as provided for by, and
20 consistent with, this Order and Judgment and the Settlement Agreement.

21 9. The Court approves the payment of \$33,333.33 to PAGA Counsel for attorneys’ fees,
22 subject to Paragraph 9 of the Settlement Agreement. This amount shall be paid from the Gross
23 Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the
24 Settlement Agreement.

25 10. The Court approves the payment of \$22,714.41 to PAGA Counsel for reimbursement
26 of actual litigation costs and expenses incurred in this matter. This amount shall be paid from the
27 Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the
28 Settlement Agreement.

1 11. The Court approves the payment in the amount of \$5,000.00 to Plaintiff for a PAGA
2 Representative Service Payment. This amount shall be paid from the Gross Settlement Amount and
3 shall be distributed in accordance with this Order and Judgment and the Settlement Agreement.

4 12. The Court approves payment in the amount of \$2,000.00 to the Administrator for the
5 Administration Expenses Payment. This amount shall be paid from the Gross Settlement Amount and
6 shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

7 13. The Court approves the cover letter, attached hereto as **Exhibit 1**, and the Administrator
8 shall distribute the cover letter to Aggrieved Employees at the same time that it distributes Individual
9 PAGA Payment checks to the Aggrieved Employees.

10 14. Within fifteen (15) calendar days after entry of this Order and Judgment, Defendant
11 shall provide the Administrator with a list of all Aggrieved Employees containing each Aggrieved
12 Employee's full name, last-known mailing address, Social Security number, and number of PAGA
13 Pay Periods (collectively, "**Aggrieved Employee Data**").

14 15. No later than thirty (30) calendar days after entry of this Order and Judgment,
15 Defendant will transmit the Gross Settlement Amount to a qualified settlement account established by
16 the Administrator.

17 16. Within fourteen (14) calendar days after Defendant funds the Gross Settlement
18 Amount, the Administrator will distribute the Individual PAGA Payments, the LWDA PAGA
19 Payment, the PAGA Representative Service Payment, the Administration Expenses Payment, the
20 PAGA Counsel Fees Payment, and the PAGA Counsel Litigation Expenses Payment. Disbursement
21 of the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment shall not
22 precede disbursement of Individual PAGA Payments.

23 17. Each Individual PAGA Payment check will be valid and negotiable for one hundred
24 and eighty (180) calendar days from the date the checks are issued, and thereafter, will be canceled.
25 Any funds associated with such canceled checks will be distributed by the Administrator to the State
26 Controller's Office Unclaimed Property Division in the name of the Aggrieved Employee(s) at issue
27 and in the amount of their respective Individual PAGA Payment(s).

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1 18. If the actual number of PAGA Pay Periods is more than ten percent (10%) above 1,261
2 (i.e., more than 1,387 PAGA Pay Periods), the Gross Settlement Amount will be increased by the
3 percentage that the actual number exceeds 1,387 PAGA Pay Periods.

4 19. Aggrieved Employees shall not have the right to opt out of or object to the Settlement.

5 20. Upon the Effective Date and full funding of the Gross Settlement Amount, Plaintiff and
6 Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and
7 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, Defendant
8 and any of its past, present, and future direct or indirect parents, subsidiaries, predecessors, successors,
9 and affiliates, and each of its or their past and present officers, directors, employees, and agents or any
10 individual or entity which could be jointly liable with Defendant (collectively, the “Released Parties”)
11 from any and all claims that were alleged in the Action and in the PAGA Notice or which reasonably
12 could have been alleged based on the same set of operative facts in the Action or in the PAGA Notice,
13 arising during the PAGA Period, for civil penalties under the PAGA, California Labor Code Sections
14 2698 *et seq.*, which includes claims for unpaid overtime (Cal. Lab. Code §§ 510 and 1198); unpaid
15 minimum wages (Cal. Labor Code §§ 1194, 1197, 1197.1, 1198, and 1199); unpaid wages due to
16 improperly calculated regular rate of pay (Cal. Lab. Code §§ 204, 210, 510, 558, 1194, 1197, 1197.1,
17 1198, tit. 8 CCR § 11040(5)(A)-(B), and the applicable Wage Order); meal break violations (Cal. Lab.
18 Code §§ 226.7, 512(a), and 1198); rest break violations (Cal. Lab. Code §§ 226.7 and 1198); wage
19 statement violations (Cal. Lab. Code § 226(a)); failure to provide and maintain accurate employment
20 records (Cal. Lab. Code §§ 226.3, 1174, and 1174.5); untimely wages during employment and final
21 wages (Cal. Lab. Code §§ 201, 202, 203, and 204); and failure to reimburse necessary business
22 expenses (Cal. Lab. Code §§ 2800 and 2802) (collectively, “Released PAGA Claims”).

23 21. No individualized notice of this Order and Judgment is required to be provided to the
24 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
25 system established for the filing of notices and documents, in conformity with California Labor Code
26 § 2699(s)(3).

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1 22. A Non-Appearence Case Review Re: Final Report is set for _____ at
2 _____ in Department 12 located at Spring Street Courthouse, 312 North Spring Street, Los
3 Angeles, California 90012. A declaration regarding the status of the distribution of the settlement
4 funds is due to be filed no later than _____ .

5 **IT IS SO ORDERED.**

6
7 Dated: _____

Honorable Carolyn B. Kuhl
Judge of the Superior Court

EXHIBIT 1

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>><<State>><<Zip>>

Re: Settlement Payment from *Romero v. Thyssenkrupp Materials, LLC*,
Los Angeles County Superior Court Case No. 24STCV03007

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual PAGA Payment”). This check is your payment from the settlement in the lawsuit entitled *Romero v. Thyssenkrupp Materials, LLC*, Los Angeles County Superior Court Case No. 24STCV03007 (“Action”).

The lawsuit was filed on February 5, 2024 by Luis Romero (“Plaintiff”) against his former employer Thyssenkrupp Materials, LLC (“Defendant”), on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders. Prior to initiating the lawsuit, on December 1, 2023, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant’s alleged violations of the California Labor Code and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number: LWDA-CM-997346-23 (“PAGA Notice”).

Defendant denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations. A settlement was reached between Plaintiff and Defendant.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former non-exempt employees of Defendant who worked for Defendant in the State of California during the PAGA Period (“Aggrieved Employees”). The period December 2, 2022 to November 18, 2025 is the “PAGA Period.”

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of Court’s order granting approval of the Settlement Agreement and full funding of the Gross Settlement Amount>>, the Aggrieved Employees release claims against all Released Parties as follows:

Released Parties” means Defendant and any of its past, present, and future direct or indirect parents, subsidiaries, predecessors, successors, and affiliates, and each of its or their past and present officers, directors, employees, and agents or any individual or entity which could be jointly liable with Defendant.

“Released PAGA Claims” means any and all claims that were alleged in the Action and in the PAGA Notice or which reasonably could have been alleged based on the same set of operative facts in the Action or in the PAGA Notice, arising during the PAGA Period, for civil penalties under the PAGA, California Labor Code Sections 2698 *et seq.*, which includes claims for unpaid overtime (Cal. Lab. Code §§ 510 and 1198); unpaid minimum wages (Cal. Labor Code §§ 1194, 1197, 1197.1, 1198, and 1199); unpaid wages due to improperly calculated regular rate of pay (Cal. Lab. Code §§ 204, 210, 510, 558, 1194, 1197, 1197.1, 1198, tit. 8 CCR

§ 11040(5)(A)-(B), and the applicable Wage Order); meal break violations (Cal. Lab. Code §§ 226.7, 512(a), and 1198); rest break violations (Cal. Lab. Code §§ 226.7 and 1198); wage statement violations (Cal. Lab. Code § 226(a)); failure to provide and maintain accurate employment records (Cal. Lab. Code §§ 226.3, 1174, and 1174.5); untimely wages during employment and final wages (Cal. Lab. Code §§ 201, 202, 203, and 204); and failure to reimburse necessary business expenses (Cal. Lab. Code §§ 2800 and 2802).

The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the funds associated with the canceled check will be transmitted to the State Controller's Office Unclaimed Property Division in your name and in the amount of your Individual PAGA Payment.

Do not call or write the Court, Office of the Clerk of the Court, Defendant, or Defendant's counsel to ask questions about the settlement or to ask tax-related questions. If you have any such questions, you may contact [Administrator] at [toll-free phone number].