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Attorneys for Plaintiff Noa Olvera

Clerk of the Superior Court
By T. Automation , Deputy Clerk

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

NOA OLVERA, *et al.*

Plaintiff,

vs.

AMERICAN RECYCLING
INTERNATIONAL, INC., *et al.*

Defendants.

Case No. 37-2024-00027297-CU-OE-CTL

Hon. Joel R. Wohlfeil
Dept. 73

**Notice of Entry of Order Granting Final
Approval and Entering Judgment**

Action Filed: June 10, 2024

1 TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD, PLEASE
2 TAKE NOTICE THAT:

3 1. On July 11, 2025, at 09:00 a.m. in this Department, the Court entered the Order
4 Granting Approval of PAGA Action Settlement and Attorneys' Fees and Costs and Entering Judgment
5 attached hereto as Exhibit 1.

6 2. The Judge confirmed the Court's Tentative Ruling attached hereto as Exhibit 2.

7 3. A conformed copy of this Notice will be submitted to the LWDA via its online
8 electronic portal in accordance with Labor Code § 2699(s)(3).

9 4. Notice of the Court's final ruling and entry of judgment is hereby provided.

10
11 Respectfully submitted,

12
13 Dated: July 21, 2025

Ferraro Vega Employment Lawyers, Inc.

14 
15 _____
16 Nicholas J. Ferraro
17 Lauren N. Vega
18 Mariela R. Romo
19 *Attorneys for Plaintiff Noa Olvera*
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Exhibit 1

RECEIVED
June 18, 2025

FILED
Clerk of the Superior Court

JUL 11 2025

By: R. Day, Deputy

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

NOA OLVERA, *et al.*

Plaintiff,

vs.

AMERICAN RECYCLING
INTERNATIONAL, INC., *et al.*

Defendants.

Case No. 37-2024-00027297-CU-OE-CTL

Hon. Joel R. Wohlfeil
Dept. 73

**[Proposed] Order Granting Approval of
PAGA Action Settlement and Attorneys' Fees
and Costs and Entering Judgment**

Motion for PAGA Approval Hearing:

Date: July 11, 2025

Time: 9:00 a.m.

[Filed concurrently with Plaintiff's Notice of
Motion and Motion for Approval of PAGA
Action Settlement, Plaintiff's Memorandum of
Points and Authorities, Declaration of Nicholas J.
Ferraro, and Declaration of Noa Olvera]

Action Filed: June 10, 2024

**[Proposed] Order Granting Approval of PAGA Action Settlement
and Attorneys' Fees and Costs and Entering Judgment**

1 This matter came on for hearing on July 11, 2025, at 9:00 a.m. in Department 73 of the above-
2 captioned Court, the Honorable Joel R. Wohlfeil presiding, on Plaintiff's Motion for Approval of
3 PAGA Action Settlement and Attorneys' Fees and Costs.

4 Having received and considered the Motion, and supporting Memorandum of Points and
5 Authorities, Declaration of Nicholas J. Ferraro (and its exhibits), Declaration of Noa Olvera, including
6 the PAGA Settlement Agreement ("Settlement"), the Court makes the following determinations and
7 orders:

8 Plaintiff's PAGA Notice, Plaintiff's Complaint, and the Parties' fully executed long form
9 PAGA Settlement Agreement are incorporated by reference. Terms used in this Order are derived from
10 the PAGA Settlement Agreement. The PAGA Period is defined as May 31, 2023, until July 5, 2025.
11 The PAGA Members means all individuals currently or formerly employed by ARI in California as
12 hourly, non-exempt employees during the PAGA Period.

13 Plaintiff's Motion for Approval of PAGA Action Settlement and Attorneys' Fees and Costs is
14 **GRANTED** and approved pursuant to California Labor Code section 2699(s)(2). After the attorneys'
15 fees, individual representative service payment, costs, and administrator's expenses are deducted from
16 the Gross Settlement Amount, the Net Settlement Amount is \$108,544.99, of which 75% (\$144,726.65)
17 shall be distributed to the LWDA and the remaining 25% (\$36,181.66) shall be distributed to the
18 aggrieved employees as their share of PAGA penalties.

19 Accordingly, the \$270,000 gross settlement shall be distributed as follows:

- 20 1. \$108,544.99 to the Labor and Workforce Development Agency for PAGA penalties
- 21 2. \$36,181.66 to the PAGA Employees
- 22 3. \$5,000 as an additional payment for the initiative, risks incurred, and work associated
23 with service as the lead plaintiff; (d) an additional \$5,000 to Plaintiff in consideration
24 for Plaintiff's individual settlement and general release of claims
- 25 4. \$89,991 to Plaintiff's counsel for attorneys' fees
- 26 5. \$15,282.35 to Plaintiff's counsel for costs
- 27 6. \$10,000 to the Settlement Administrator

1 Plaintiff, Defendants, and the Settlement Administrator are ordered to carry out the terms of the
2 settlement in accordance with the Settlement Agreement.

3 4. Upon the Effective Date of this Order, Defendants and the Released Parties shall be
4 entitled to a full and complete release of the Released Claims from the PAGA Members and a full and
5 complete release from Plaintiff. The "Released Claims" for the PAGA Members are the PAGA claims
6 alleged, and/or could have been alleged, arising out of the facts alleged in Plaintiff's Complaint and
7 PAGA Notice during the PAGA Period, including, without limitation, penalties predicated on the
8 underlying alleged violations for civil penalties under PAGA (Labor Code §§ 2698 *et seq.*).

9 5. This Settlement (including this Order) cannot be used, directly or indirectly, to
10 introduce, use, or admit in this case or in any other judicial, arbitral, administrative, investigative or
11 other forum or proceeding, as purported evidence of any violation of any federal, state, or local law,
12 statute, ordinance, regulation, rule or executive order (i.e., evidence of a "first" or "initial" violation),
13 or any liability, obligation, or duty at law or in equity, or for any other purpose. This Settlement
14 (including this Order) shall not be construed to be an admission by Defendant of any liability or
15 wrongdoing as to Plaintiff, the PAGA Members, or any other person, and Defendant specifically
16 disclaims any such liability or wrongdoing.

17 Without affecting the finality of this Order or the entry of judgment in any way, the Court retains
18 jurisdiction on all matters relating to the interpretation, administration, implementation, and
19 enforcement of this Order and the Settlement.

20 The Court hereby ENTERS JUDGMENT in accordance with the terms of the Settlement, in
21 accordance with this Approval Order and Judgement.

22
23 **IT IS SO ORDERED.**

24
25 Date: 7-11-25

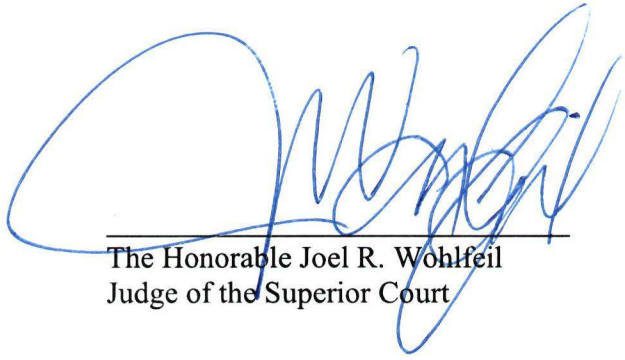
26 
The Honorable Joel R. Wohlfeil
Judge of the Superior Court

Exhibit 2

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO
CENTRAL COURTHOUSE

TENTATIVE RULINGS - July 07, 2025

HEARING DATE: July 11, 2025 HEARING TIME: 9:00 AM DEPT.: 73

JUDICIAL OFFICER: Joel R. Wohlfeil

CASE NO.:37-2024-00027297-CU-OE-CTL

CASE TITLE: Olvera vs American Recycling International Inc.

CASE TYPE: (U) Other Employment

HEARING TYPE: Motion

The Motion (ROA # 19) of Plaintiff Noa Olvera, individually and on behalf of the aggrieved employees ("Plaintiff") for an order for Approval of PAGA Action Settlement and Attorneys' Fees and Costs and Entering Judgment against Defendant AMERICAN RECYCLING INTERNATIONAL, INC. and LKQ Corp. ("Defendants"), is GRANTED.

The Court will sign the [Proposed] Order Granting Approval of PAGA Action Settlement and Attorneys' Fees and Costs and Entering Judgment – ROA # 23 – at the hearing of this Motion.