

LAUREL EMPLOYMENT LAW
Joshua White (State Bar No. 278166)
josh@laurelemploymentlaw.com
Sharon Ramirez (State Bar No. 322696)
sharon@laurelemploymentlaw.com
808 Wilshire Blvd., Suite 200
Santa Monica, CA 90401
Telephone: (310) 929-6371

Attorneys for Plaintiff,
ARMANDO VENEGAS

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – CENTRAL DISTRICT

ARMANDO VENEGAS, an individual,

Plaintiff,

vs.

PREMCO FORGE, INC., a California
corporation; and DOES 1 – 10, inclusive,

Defendants.

Case No.: 24STCV20698
CRS Reservation ID: 923586362599

ASSIGNED FOR ALL PURPOSES TO:
The Honorable Michael Shultz
Department 40

REPRESENTATIVE ACTION

**DECLARATION OF SHARON A. RAMIREZ IN
SUPPORT OF MEMORANDUM OF POINTS
AND AUTHORITIES IN SUPPORT OF
MOTION FOR APPROVAL OF PRIVATE
ATTORNEYS GENERAL ACT SETTLEMENT**

Date: 05/09/2025
Time: 8:30 a.m.
Dept: 40

Complaint filed: August 15, 2024

1
2 **TO THE COURT AND THE PARTIES:**

3 I, Sharon A. Ramirez, declare and state as follows:

4 1. I am an attorney with the law firm of Laurel Employment Law, counsel of record for
5 Plaintiff. I submit this Declaration in Support of Plaintiff's Motion for Order Approval PAGA Action
6 Settlement. The following facts are within my personal knowledge and if called to testify I could and
7 would competently testify to them.

8 2. Plaintiff Armando Venegas ("Plaintiff") seeks approval of a \$33,450.00 non-reversionary
9 PAGA settlement for 17 Aggrieved Employees who were employed by Defendant PREMCO FORGE,
10 INC., from May 22, 2023, to August 23, 2024) ("PAGA Period"). Aggrieved Employees means all non-
11 exempt, hourly wage employees employed by PREMCO FORGE, INC. in California who performed
12 shop, forging, saw cutting and/or packing work who worked for PREMCO FORGE, INC. during the
13 PAGA Period. Attached hereto as **Exhibit 1** is the fully executed PAGA Settlement Agreement.

14 3. The Total Settlement Amount of \$33,450.00 includes an Enhancement Payment for
15 Plaintiff initiating the Action and providing services in support of the Action, subject to Court approval
16 and included in the Gross Settlement Amount.

17 4. Subject to Court approval, the Gross Settlement Amount of \$33,450 will be used to pay
18 the following: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment,
19 PAGA Counsel Litigation Expenses Payment, Plaintiff's Enhancement Payment and the Administrator's
20 Expenses Payment. Of the Gross Settlement Amount, \$13,541.00 will be disbursed pursuant to PAGA
21 i.e., \$10,156.12 (75%) will be paid to the LWDA, and \$3,385.38 (25%) will be paid to Aggrieved
22 Employees based on the number of pay periods worked during the PAGA period. Labor Code §2699(i).
23 The Parties agreed to distribute the PAGA penalties on a pro-rata basis based on the number of pay
24 periods worked by each Aggrieved
25 Employee during the PAGA Period.

5. Defendant is a manufacturer of hand-forged aluminum products for aerospace, semi-conductors, marine, and automotive industries.

6. Plaintiff Armando Venegas (“Venegas”) worked for Defendant as a Machine Operator from approximately November 2023 to April 2024.

7. On August 15, 2024, Plaintiff filed a PAGA Complaint. On May 22, 2024, Plaintiff gave written notice to the Labor Workforce and Development Agency (“LWDA”) and to Defendant notifying them of his intent to pursue PAGA civil penalties pursuant to Labor Code §2698, *et seq.*, for the same violations of the Labor Code. Attached hereto as **Exhibit 2** is Plaintiff’s PAGA notice letter dated May 22, 2024.

8. Shortly thereafter, the Parties agreed to attend mediation to resolve Plaintiff’s individual claims as well as the PAGA civil penalty claims on behalf of all allegedly Aggrieved Employees. The Parties engaged in informal discovery with Defendant providing payroll and timekeeping data, which allowed them to prepare for a meaningful and informed session at mediation. In this way, each side would be able to understand the nature of the allegations, the scope of potential liability, and the extent of civil penalties claimed. Plaintiff’s counsel reviewed and analyzed the data and calculated civil penalties owed to the aggrieved employees for the PAGA period.

9. On August 23, 2024, the parties participated in a full-day mediation with mediator, Kim Deck, Esq., which resulted in the parties reaching a settlement. Thereafter, the parties worked together to memorialize the terms of their settlement in a fully executed Settlement Agreement. The Settlement was reached through extensive, arms’-length, informed negotiations, with the help of an experienced mediator following an informal exchange of information and data.

10. Pursuant to the terms of the PAGA Settlement, Defendant will pay a Total Gross Settlement Amount of \$33,450.00.

11. Following Court approval, Defendant will provide the Administrator with the Aggrieved

Employee Data (the full name of each Aggrieved Employee, the last known mailing address of each Aggrieved Employee; the social security number of each Aggrieved Employee; and the number of PAGA Pay Periods that each Aggrieved Employee worked during the PAGA Period). Before mailing checks to the Aggrieved Employees, the Administrator will search the National Change of Address database to update stale addresses and then mail the Aggrieved Employees' Individual PAGA Payment. Included with the settlement checks will be a settlement notice letter informing the Aggrieved Employees of the settlement and their respective payment. If any check remains uncashed after 180 days of mailing, it will be voided and the value of the uncashed check will be forwarded to the State of California, Controller's Office, Unclaimed Property Division for further handling on behalf of the Aggrieved Employee. Attached hereto as **Exhibit 3** is the Settlement Notice Letter.

12 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

13 13. Based on data produced, Plaintiff's counsel analyzed the data provided by Defendant, which included 669 pay periods worked by 17 employees. Plaintiff used the damage model based on the actual timekeeping and payroll data provided by Defendant for settlement purposes. Based on a review of its records, Defendant estimates there are 17 Aggrieved Employees who worked a total of approximately 669 PAGA Pay Periods. Based on the 25% allocation, with an aggregate 669 Pay Periods worked by all Aggrieved Employees, each will receive an estimated \$5.06 per pay period worked in the PAGA Period ($\$3,385.38/669 = \5.06).

14 14. For mediation purposes, PAGA penalties were calculated using the initial violation rate of \$100 per pay period each for each claim. In evaluating the total value of the PAGA penalties, Plaintiff

1 had to consider that the award of PAGA penalties is uncertain, because the actual award is within the
2 Court's discretion. As such, maximum exposure was discounted for several reasons, i.e., the risk of not
3 proving underlying violations, and Court's authority to reduce penalties, as long as not to "zero."

4 15. Aggrieved Employees could claim a maximum PAGA penalty of \$267,600.00. However,
5 Defendant's potential exposure for PAGA penalties was reduced by approximately 25% to account for
6 the risk associated with the judge's discretion to reduce penalties. Then, the amount of \$200,700.00 was
7 discounted again by 50% to account for risks associated with litigation and proving the underlying claims
8 at trial. Accordingly, Plaintiff calculated the final realistic exposure for PAGA civil penalties as
9 \$100,350.00.¹.

10 16. Plaintiff's claim for failure to pay minimum and overtime wages is predicated on
11 Defendant's alleged unlawful practice to only pay Plaintiff and other Aggrieved Employees overtime if
12 they worked on Fridays. Additionally, Defendant had a systematic payroll practice of failing to record
13 all hours worked by Plaintiff and the other Aggrieved Employees. Plaintiff calculated the total maximum
14 and reasonable exposure for civil penalties would be for this violation to be \$66,900 (669 pay periods x
15 \$100).

16 17. Plaintiff alleged that allegedly Aggrieved Employees were not provided off-duty,
17 uninterrupted, timely meal periods before the end of their fifth hour of work and similarly were not
18 provided timely, off-duty rest periods in violation of Labor Code §226.7 and 512. Plaintiff also calculated
19 the civil penalty for failure to provide rest period. The failure to provide rest periods is a violation of
20 Labor Code §§226.7 and 512. Under Labor Code §226.7, the PAGA provides for a \$100 penalty rate for
21 an initial violation and \$200 penalty rate for each subsequent violation per affected pay
22

23 ¹Calculated as follows: $\$267,600.00 \times .75$ (25% discount) = \$200,700.00; $\$200,700.00 \times .50$ (50% discount) =
24 \$100,350.00.

1 period pursuant to Labor Code §2699(f)(2). Accordingly, Plaintiff estimated Defendant's maximum
2 exposure for civil penalties for the failure to provide meal periods in violation of Labor Code §512 to be
3 \$66,900 (669 pay periods x \$100). Plaintiff estimated Defendant's maximum exposure for civil penalties
4 for the failure to provide rest periods in violation of Labor Code §512 to be \$66,900.00 (669 pay periods
5 x \$100).

6 18. In evaluating the amount of civil penalties potentially owed for allegedly failing to provide
7 wage statements due to purportedly failing to pay all wages and record all hours worked, Plaintiff
8 believed it would be unlikely to obtain both Labor Code §226.3 penalty for derivative wage statement
9 violations. Therefore, Plaintiff used the default \$100 penalty per pay period. Plaintiff estimated
10 Defendant's maximum exposure for civil penalties violation of Labor Code §226 to be \$66,900 (669 pay
11 periods x \$100).

12 19. PAGA Counsel requests \$11,038.50 for their attorneys' fees, (33.33% of the Gross
13 Settlement Amount), and up to \$1,650.00 in litigation costs. PAGA Counsel have worked over 68 hours
14 prosecuting this Lawsuit, \$10,361.97 in costs, and calculate the resulting lodestar fee on those hours at
15 \$44,486.00. The hours expended were reasonable considering the complexity and duration of the
16 litigation. PAGA Counsel's skill and experience support their hourly rates and are in line with rates
17 typically approved in wage and hour class action and representative action litigation in California.

18 20. PAGA Counsel's request for 33.33% of the common fund created falls in the lower range
19 of fee percentage awards which commonly range from 20% to 50% of a common fund. The requested
20 sum constitutes fair compensation for undertaking complex, risky, expensive, and time-consuming
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1 litigation, strictly on a contingent basis, and for the results achieved for the State, and the Aggrieved
2 Employees, as well as Defendant's current and future employees. Numerous state and federal courts in
3 California routinely approve fee requests equal to or more than the amount sought here.

4 21. One the same date this motion and its supporting documents are filed with the Court, they
5 will be serviced upon Defendant and provided to the LWDA via the LWDA's website, using the
6 appropriate intake form.

7 22. I am not aware of any other pending matter or action asserting claims that will be
8 extinguished or adversely affected by the Settlement.

9 I declare under penalty of perjury under the laws of California that the foregoing is true and
10 correct, and that this Declaration was executed on 19th day of February at Los Angeles , California.

11 DATED: April 1, 2025

LAUREL EMPLOYMENT LAW

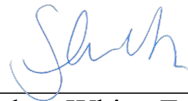
12 
13 _____
14 Joshua White, Esq.
15 Sharon Ramirez, Esq.
16 Attorneys for Plaintiff, ARMANDO VENEGAS
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EXHIBIT “1”

[MAILING DATE]

NOTICE OF SETTLEMENT

Re: Armando Venegas v. Premco Forge, Inc., *Superior Court of the State of California, County of Los Angeles*, Case No. 24STCV20698, filed on August 15, 2024

ILYM GROUP, INC.
2832 Walnut Ave. Suite C Tustin, CA 92780
PO BOX: PO Box 2031, Tustin, CA 92781
[888.250.6810](tel:888.250.6810)

Dear PREMCO FORGE, INC. Current or Former Employee:

A settlement was reached between Plaintiff Armando Venegas and Defendant Premco Forge, Inc. On April 29, 2025, the Court issued an Order approving settlement of the claims in Plaintiff's operative complaint brought against Defendant pursuant to the Private Attorneys General Act of 2004 ("PAGA") for alleged failure to provide meal and rest periods, failure to pay minimum and overtime wages, failure to pay all wages due and owing, failure to provide accurate wage statements, failure to timely pay all wages due upon separation, and retaliation for filing a workers' compensation claim ("Operative Complaint"). Plaintiff also gave written notice to the Labor Workforce and Development Agency of these claims on May 22, 2024 ("PAGA Notice"). Defendant denies these allegations and denies any wrongdoing of any kind associated with these allegations.

After accounting for Court approved deductions from the Settlement amount for things such as attorney's fees and costs, administration of the settlement and a payment to Armando Venegas for their work in bringing the lawsuit, the remainder is \$13,541.50. Of the remainder, the law requires that 75% is allocated to the State of California and 25% is allocated to the eligible employees (described below). Therefore, the State of California will receive \$10,156.12 (75% of the penalties) and the eligible employees will each receive a pro rata share of the remaining \$3,385.38 (25% of the penalties).

The employees eligible to receive a payment under this Settlement are defined as: a person employed by Premco Forge, Inc. in California and classified as a non-exempt, hourly wage employee who performed shop, forging, saw cutting and/or packing work who worked for Premco Forge, Inc. during the PAGA Period (hereafter "Aggrieved Employees" or individually "Aggrieved Employee.").

The enclosed check represents your pro-rata share of the penalties and is based on a formula that considered the total number of pay periods you worked during the time period from May 22, 2023 to August 23, 2024 ("PAGA Period").

By way of this Settlement, you release Premco Forge, Inc. from any and all claims for PAGA penalties pursuant to Labor Code Section 2698, et seq. that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, including but not limited to PAGA penalties for alleged violations of Labor Code sections 132a, 201-204b, 210, 226, 226.7, 500, 510, 512, 1182.12, 1194, and 1198, and Industrial Welfare Commission Wage Orders 2 and 3.

Your check is valid for 180 days from the date of issuance. Funds attributable to any uncashed checks will be

sent to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee who did not cash the check within 180 days.

If you have any questions concerning this Settlement, please contact Lisa Mullins at Lisa@ilymgroup.com

EXHIBIT “2”

PAGA SETTLEMENT AGREEMENTⁱ

This PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Armando Venegas (“Plaintiff”) and defendant Premco Forge, Inc. (“Premco”). The Agreement refers to Plaintiff and Premco collectively as “Parties,” or individually as “Party.”

1. **DEFINITIONS.**

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging wage and hour violations against Premco captioned Armando Venegas vs. Premco Forge, Inc., Case No. 24STCV20698, initiated on August 15, 2024 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means IYLM Group, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of this Settlement.
- 1.4. “Aggrieved Employee” means a person employed by Premco Forge, Inc. in California and classified as a non-exempt, hourly wage employee who performed shop, forging, saw cutting and/or packing work who worked for Premco Forge, Inc. during the PAGA Period.
- 1.5. “Aggrieved Employee Data” means Aggrieved Employee identifying information in Premco Forge, Inc.’s possession including the Aggrieved Employee’s name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. “Aggrieved Employee Address Search” means the Administrator’s investigation and search for current Aggrieved Employee mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees.
- 1.7. “Court” means the Superior Court of California, County of Los Angeles.
- 1.8. “Defense Counsel” means Robert T. Lemen and Ashley Chinn of Murtaugh Treglia Stern & Deily LLP.
- 1.9. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) the day the Court enters Judgment.

- 1.10. “Enhancement Payment” means the payment to Plaintiff for initiating the Action and providing services in support of the Action.
- 1.11. “Gross Settlement Amount” means \$33,450 which is the total amount Premco Forge, Inc. agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administrator’s Expenses Payment.
- 1.12. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.14. “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15. “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Enhancement Payment, Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.17. “PAGA Counsel” means Joshua White of Laurel Employment Law, the attorneys representing the Plaintiff in the Action.
- 1.18. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.19. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Premco Forge, Inc. for at least one day during the PAGA Period.
- 1.20. “PAGA Period” means the period from May 22, 2023 to August 23, 2024 (the mediation date).
- 1.21. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.22. “PAGA Notice” means Plaintiff’s May 22, 2024 letter to Premco Forge, Inc. and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid

from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees (\$3,385.38) and the 75% to LWDA (\$10,156.12) in settlement of PAGA claims.

- 1.24. "Plaintiff" means Armando Venegas, the named plaintiff in the Action.
- 1.25. "Approval Order" means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.26. "Released PAGA Claims" means the claims being released by the Plaintiff and PAGA Counsel and as described in Paragraph 5 below.
- 1.27. "Released Parties" means: Premco Forge, Inc. and each of its former and present directors, officers, shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.28. "Settlement" means the disposition of the Action effected by this Agreement and the Judgment.
- 1.29. "Premco" means named Defendant Premco Forge, Inc.

2. RECITALS.

- 2.1. On August 15, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Premco Forge, Inc. for Violation of the Private Attorneys General Act of 2004, Labor Code §§ 2698, et seq. for the following Labor Code violations: failure to provide rest breaks in violation of Labor Code §§226.7(a), failure to provide meal periods in violation of Labor Code §512(a), failure to pay overtime in violation of Labor Code §510(a), retaliation for filing a workers' compensation claim in violation of Labor Code §132a, failure to pay minimum wage in violation of Labor Code §1182.12, failure to pay all wages due and owing in violation of Labor Code §§204-204b, failure to provide accurate wage statements in violation of Labor Code §226, and failure to timely pay all wages due upon separation in violation of Labor Code §§201-203. The Complaint is the operative complaint in the Action (the "Operative Complaint.") Premco denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.
- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Premco and the LWDA by sending the PAGA Notice.
- 2.3. On August 23, 2024, the Parties participated in an all-day mediation presided over by Kim Deck, Esq. which led to this Agreement to settle the Action. As part of settlement, Premco agreed to reimburse \$8,375 to PAGA Counsel for Plaintiff's 50% share of the mediation cost that PAGA Counsel paid upfront. Therefore, Premco paid a total of \$16,750 for

mediation.

- 2.4. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Premco promises to pay \$33,450 and no more as the Gross Settlement Amount. Premco has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Premco.
- 3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1. To Plaintiff: Enhancement Payment to the Plaintiff of not more than \$5,000, or of such lesser amount as the court may determine (in addition to any Individual PAGA Payment the Plaintiff is entitled to receive as an Aggrieved Employee). Premco will not oppose Plaintiff's request for an Enhancement Payment that does not exceed this amount. As part of the motion for PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, Plaintiff will seek Court approval for any Enhancement Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves an Enhancement Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Enhancement Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Enhancement Payment.
- 3.2.2. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than 33% which is currently estimated to be \$11,038.50 and PAGA Counsel Litigation Expenses Payment of not more than \$1,650. Premco will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA

Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Premco harmless, and indemnifies Premco, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$2,220.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$2,220, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$13,541.50 to be paid from the Gross Settlement Amount, with 75% (\$10,156.12) allocated to the LWDA PAGA Payment and 25% (\$3,385.38) allocated to the Individual PAGA Payments.
- 3.2.4.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$3,385.38) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.
- 3.2.4.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Premco estimates there are 17 Aggrieved Employees who worked a total 669 of PAGA Pay Periods.
- 4.2. Aggrieved Employee Data. Within 15 days, Premco will simultaneously deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employee' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Premco has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Premco must send the Aggrieved Employee Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Aggrieved Employee Data.
- 4.3. Funding of Gross Settlement Amount. Premco shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than 14 days after the Effective Date.
- 4.4. Payments from the Gross Settlement Amount. Within 14 days after Premco funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.
 - 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. Before mailing any checks, the Settlement

Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 7 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

4.4.4. The payment of Individual PAGA Payments shall not obligate Premco to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Premco fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the PAGA Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint and the PAGA Notice ("Plaintiff's Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the PAGA Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1 Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

5.3 Release by PAGA Counsel:

PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Period facts stated in the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. The Parties agree that Plaintiff will prepare and file an application or motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Aggrieved Employee Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel is responsible for expeditiously finalizing and filing the application or motion for approval of this Settlement no later than 30 days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. to serve as the Administrator and verified that, as a condition of appointment, ILYM Group, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. AGGRIEVED EMPLOYEE SIZE ESTIMATES

Based on its records, Premco estimates that, as of the date of this Settlement Agreement, (1) there are 17 Aggrieved Employees who worked 669 Pay Periods during the PAGA Period.

9. **CONTINUING JURISDICTION OF THE COURT.** The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.1 **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If another party appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10. **ADDITIONAL PROVISIONS.**

10.1 **No Admission of Liability or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Premco that any of the allegations in the Operative Complaint have merit or that Premco has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Premco's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Premco reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Premco's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

10.2 **Integrated Agreement.** Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

10.3 **Attorney Authorization.** PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Premco, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

10.4 **Cooperation.** The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things,

modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Premco nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.
- 10.10 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 10.11 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Premco in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Premco unless, prior to the Administrator's payment of all

Settlement Funds, Premco makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.

- 10.13 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 10.14 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Joshua White
Laurel Employment Law
6309 Van Nuys Boulevard, Suite 111
Van Nuys, California 91401-6630

To Premco:

Robert T. Lemen
Murtaugh Treglia Stern & Deily LLP
2603 Main Street, Penthouse
Irvine, CA 92614

- 10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

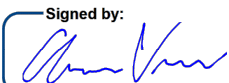
10.17 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IN WITNESS THEREOF, the Parties each acknowledge that they have read the foregoing Agreement, accept and agree to the provisions contained in this Agreement, and hereby execute it voluntarily and with full understanding of its consequences.

AGREED AND UNDERSTOOD:

Dated: August ²⁸____, 2024

ARMANDO VENEGAS

By:  Signed by:
F363FC5EDF46434...
Armando Venegas

PREMCO FORGE, INC.

Dated: August ____, 2024

By: Brian Patrick

Its: President

Approval as to Form and Content by Counsel:

Dated: August ²⁹____, 2024

Laurel Employment Law
DocuSigned by:

5D9944FC555840B...
By: _____
Josh White

Dated: August ____, 2024

Murtaugh Treglia Stern & Deily LLP
By: _____
Robert Lemen

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AGREED AND UNDERSTOOD:

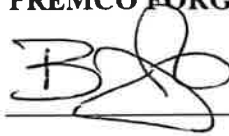
Dated: August __, 2024

ARMANDO VENEGAS

By: _____
Armando Venegas

PREMCO FORGE, INC.

Dated: August 28, 2024



By: Brian Patrick

Its: President

Approval as to Form and Content by Counsel:

Dated: August __, 2024

Laurel Employment Law

By: _____
Josh White

Dated: August 29, 2024

Murtaugh Treglia Stern & Deily LLP

By: 
Robert Lemen