

LAUREL EMPLOYMENT LAW

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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

**[PROPOSED] ORDER GRANTING MOTION
FOR APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT (“PAGA”) SETTLEMENT AND
JUDGMENT**

Date: 05/09/2025

Time: 8:30 a.m.

Dept: 40

Complaint filed: August 15, 2024

1 **TO ALL PARTIES AND THEIR RESPECTIVE COUNSEL:**

2 The Motion for Approval of PAGA Settlement came before the Court, the Honorable Michael
3 Shultz presiding, on May 9, 2025. The Court having considered the papers and arguments submitted in
4 support of the Motion, HEREBY ORDERS THE FOLLOWING:

5 1. All terms herein shall have the same meaning as defined in the Settlement Agreement and
6 Release (the “Settlement”), a copy of which is attached hereto as **Exhibit 1**.

7 2. Pursuant to California Labor Code Private Attorneys General Act (“PAGA”), Cal. Lab.
8 Code §2699(1)(2), (1)(4), the Labor Workforce and Development Agency (“LWDA”) has been given
9 notice of the Settlement. On the date Plaintiff filed the motion seeking approval of the Settlement with
10 the Court, Plaintiff submitted to the LWDA a Notice of Settlement enclosing a copy of the Settlement.
11 Plaintiff’s Notice of Settlement to the LWDA complied with the requirements of PAGA.

12 3. The Court confirms approval of the Settlement as to the following group of individuals,
13 collectively referred to as the “Aggrieved Employees”: All persons employed by PREMCO FORGE,
14 INC., (“PREMCO FORGE” or “Defendant”) in the State of California and classified as non-exempt,
15 hourly wage employees who performed shop, forging, saw cutting and/or packing work during May 22,
16 2023 to August 23, 2024.

17 4. The Court has jurisdiction over the subject matter of this litigation, over all Aggrieved
18 Employees, and over those persons and entities undertaking affirmative obligations under the Settlement.

19 5. The Settlement is approved under Cal. Lab. Code §2699(s)(2).

20 6. The Notice of PAGA Settlement and Release of Claims, attached hereto as Exhibit 2 fairly
21 and adequately describes the Action, the approved Settlement, and is the best notice practicable under
22 the circumstances.

23 7. The Court approves the following release of claims:

24 Plaintiff’s Release. Plaintiff and his or her respective former and present spouses,
25 representatives, agents, attorneys (including PAGA Counsel), heirs, administrators,
26 successors, and assigns generally, release and discharge Released Parties from all
27 claims, transactions, or occurrences that occurred during the PAGA Period, including,
28 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.

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.

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.

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.

8. The Gross Settlement Amount equals \$33,450.00. PREMCO FORGE shall pay a Total Settlement Amount of \$33,450.00. PREMCO FORGE shall fund the Total Settlement Amount no later than 14 calendar days after the Effective Date. The 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.

9. 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 FORGE. The Administrator will disburse Plaintiff's Individual Settlement Payment at the same time as the Individual PAGA Payment to the PAGA Group.

10. The Gross Settlement Amount, Net Settlement Amount, and the methodology used to calculate each Individual PAGA Payment, in accordance with the Settlement Agreement is approved

under Cal. Lab. Code §2699(s)(2).

11. The Court authorizes the Settlement Administrator to calculate and pay the Individual PAGA Payments, in accordance with the terms of the Settlement Agreement laid out in the above paragraphs of this Order.

12. The Court awards ILYM GROUP, INC., the Settlement Administrator in this Action its fees and costs in the amount of \$2,220.00, in accordance with the terms of the Settlement.

13. Under the terms of the Settlement, 75% of the Net Settlement Amount will be paid to the State of California Labor Workforce and Development Agency ("LWDA Payment"); the remaining amount of the Net Settlement Amount shall be distributed to the Aggrieved Employees in accordance with the terms of the Settlement.

14. Within 14 calendar days after PREMCO FORGE funds the Total Settlement Amount, the Administrator will mail Plaintiff's Individual Settlement Payment to Plaintiff. 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.

15. The Court approves reasonable attorneys' fees in the amount of \$11,038.50 to Plaintiff's counsel in the Action.

16. The Court approves reasonable costs in the amount of \$1,650.00 to Plaintiff's counsel in the Action.

17. The Court retains exclusive and continuing jurisdiction over this Action for the purposes of supervising, administering, implementing, interpreting, and enforcing this Order, as well as the Settlement.

18. Nothing in this Judgment or the Settlement shall be construed as an admission or concession by any party. The Settlement and this resulting Judgment simply represent a compromise of disputed allegations.

19. Plaintiff is directed to submit a copy of this Judgment to the LWDA within 10 days of the

1 date of this Order.

2 20. After entry of Judgment, the Court will retain jurisdiction over the Parties, Action and the
3 Settlement solely for purposes of (i) enforcing the Settlement Agreement and/or Judgment, (ii) addressing
4 settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by
5 law.

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7 DATED: _____

IT IS SO ORDERED

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10 Honorable Michael Shultz
11 Los Angeles County Superior Court Judge
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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