

02/01/2024

David W. Slayton, Executive Officer / Clerk of Court

By: R. Arraiga Deputy

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

DANNY CARMONA, on behalf of)	Case No.: 21STCV03308
himself and others similarly)	
situated,)	
)	
Plaintiffs,)	
)	JUDGMENT
vs.)	
)	
CERTIFIED ALLOY PRODUCTS, INC.;)	
and DOES 1 to 100, inclusive,)	
)	
Defendants.)	
)	
_____)	

The Court finds as follows:

A. The Court granted preliminary approval of the Amended Settlement Agreement ("Settlement Agreement") and certified a provisional settlement class on August 2, 2023.

B. The Court granted final approval of the Settlement Agreement on February 1, 2024, certified the settlement class

1 with one opt-out, William Pete Kimberly, and found that the
2 Settlement Agreement was fair, adequate and reasonable.

3 C. The Court defined the following:

4 "Class" or "Class Members": all current and former hourly-
5 paid or nonexempt employees employed by CAPI within the State of
6 California at any time during the Settlement Period. Any Class
7 Member who does not opt out or submit a Request for Exclusion is
8 a "Settlement Class Member" and shall be bound by the terms of
9 the Agreement. (¶2.01.)
10

11 "Settlement Period": January 26, 2017, through and
12 including May 31, 2022. (¶2.44.)

13 "PAGA Releasee": an individual who was employed by
14 Defendant within the State of California at any time as a non-
15 exempt or hourly-paid employee during the PAGA Settlement
16 Period. (¶2.26.)

17 "PAGA Settlement Period": January 26, 2020, through and
18 including May 31, 2022. (¶2.28.)

19 IT IS ORDERED, ADJUDGED AND DECREED:

20 1. Plaintiffs Danny Carmona, on behalf of himself and
21 others similarly situated, shall take from Defendant Certified
22 Alloy Products, Inc., as set forth in the Parties' Settlement
23 Agreement and the Court's Approval Order entered February 1,
24 2024.
25

1 2. Defendant must pay Plaintiffs the Gross Settlement
2 Amount (GSA) of \$1,000,000. The Net Settlement Amount is the
3 GSA minus the following:

4 a. \$333,333 (1/3) for attorney fees to Class
5 Counsel, Lavi & Ebrahimian, LLP and the Law Offices of Sahag
6 Majarian II, (55% to Lavi & Ebrahimian, LLP and 45% to the Law
7 Offices of Sahag Majarian II).

8 b. \$14,568.37 for attorney costs to Class Counsel.

9 c. \$5,000 for an incentive award to Plaintiff Danny
10 Carmona.

11 d. \$10,500 for claims administration costs to CPT
12 Group, Inc.

13 e. \$37,500 (75% of \$50,000 PAGA penalty) to the
14 LWDA.
15

16 The employer's share of payroll taxes will be paid
17 separately by Defendant in addition to the GSA. (§14.)

18 3. Upon Defendant's deposit of the Gross Settlement
19 Amount with the Settlement Administrator, Plaintiff and all
20 other Settlement Class Members, on behalf of themselves, as well
21 as on behalf of all of their agents, heirs, beneficiaries,
22 devisees, legatees, grantees, transferees, executors,
23 administrators, trustees, conservators, guardians, estates,
24 personal representatives, successors-in-interest, and assigns,
25 fully and forever release, acquit, and discharge the Released

1 Parties from all Released Class Claims. Upon Defendant's deposit
2 of the Gross Settlement Amount with the Settlement
3 Administrator, Plaintiff, the State of California and all other
4 PAGA Releasees, on behalf of themselves, as well as on behalf of
5 all of their agents, heirs, beneficiaries, devisees, legatees,
6 grantees, transferees, executors, administrators, trustees,
7 conservators, guardians, estates, personal representatives,
8 successors-in-interest, and assigns, fully and forever release,
9 acquit, and discharge the Released Parties from all Released
10 PAGA Claims. (§8.1.)

11
12 Settlement Class Member will be deemed to have released,
13 waived, and discharged the Released Parties from his or her
14 Released Class Claims as defined in the Settlement. Each
15 Settlement Class Member further covenants and agrees that, since
16 each Settlement Class Member is settling disputed claims, a
17 Settlement Class Member will not accept, recover, or receive any
18 overtime compensation, back pay, liquidated damages, exemplary
19 damages, punitive damages, penalties, interest, attorneys' fees
20 and costs, other damages, or any other form of relief based on
21 any Released Class Claims settled in the Lawsuits, or in
22 connection with any other individual, class, collective,
23 representative, administrative, or arbitral proceeding pursued
24 by any individual, class, or federal, state or local
25 governmental agency against the Released Parties for Released

1 Claims during the Settlement Period as they are based on the
2 Released Claims. The Parties agree that when the Final Approval
3 Order and Judgment is entered, Defendant has the res judicata
4 effect of the Judgment on all Settlement Class Members.

5 Settlement Class Members further acknowledge and agree that they
6 cannot pursue any Released Class Claims settled as part of this
7 Settlement. If involuntarily joined in any lawsuits against
8 Released Parties regarding claims released under the Released
9 Class Claims, Settlement Class Members agree to waive their
10 rights to any recovery that may result from such lawsuits or
11 proceedings, and not to pursue claims on their own behalf.
12

13 (§8.2.)

14 Settlement Class Release: Each Settlement Class Member who
15 been issued a settlement check for their Individual Settlement
16 Payment shall hereby knowingly, voluntarily and completely
17 release the Released Parties, as defined in this Settlement,
18 from/for all the Released Class Claims they have against the
19 Released Parties during the Settlement Period. Settlement Class
20 members are bound by the Settlement regardless of whether they
21 cash their Individual Settlement Payment. (§8.2.1.)

22 "Released Class Claims" means all claims, charges,
23 complaints, liens, demands, causes of action, obligations,
24 damages and liabilities, known or unknown, suspected or
25 unsuspected, relating to the allegations that were asserted, or

1 could have been asserted, based on the facts alleged in the
2 Complaints. Settlement Class Members shall release all Released
3 Class Claims that accrued during the Settlement Period as to the
4 Released Parties upon Defendant's funding of the GSA, as set
5 forth herein. The scope of the Released Class Claims by each
6 Settlement Class Member is meant to be as broad as possible,
7 under the law and includes all claims that are asserted or could
8 have been asserted based on the same factual predicate alleged
9 in the Complaints. Such allegations include assertions that
10 Plaintiff or Class Members were not properly or timely
11 compensated for all hours worked, and were subject to wage and
12 hour law violations, regardless of whether such claims arise
13 under California law, common law, local law, or federal law, or
14 any statute, ordinance, regulation, or applicable wage and hour
15 law. The Released Class Claims include, but are not limited to,
16 the causes of actions alleged in the Complaints, which are
17 asserted as follows: (1) Failure to Pay Wages For All Hours
18 Worked At Minimum Wage in Violation of Labor Code Sections 1194
19 and 1197, (2) Failure to Pay Overtime Wages for Daily Overtime
20 Worked In Violation Of Labor Code Section 510 and 1194, (3)
21 Failure to Pay Reporting Time Pay In Violation of Labor Code
22 Sections 1194, 1197, and 1198, (4) Failure to Authorize or
23 Permit Meal Periods In Violation of Labor Code Sections 512 and
24 226.7, (5) Failure to Authorize or Permit Rest Periods in
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1 Violation of Labor Code Section 226.7, (6) Failure to Timely Pay
2 Earned Wages During Employment in Violation of Labor Code
3 Section 204, (7) Failure to Provide Complete and Accurate Wage
4 Statements in Violation of Labor Code Section 226, (8) Failure
5 to Timely Pay All Earned Wages and Final Paychecks Due at Time
6 of Separation of Employment in Violation of Labor Code Sections
7 201, 202, and 203, and (9) Unfair Business Practices, in
8 Violation of Business and Professions Code Sections 17200, et
9 seq. The Released Class Claims also include, but are not limited
10 to, all applicable claims under the California Industrial
11 Welfare Commission Wage Orders, California Labor Codes
12 (including but not limited to California Labor Code Sections
13 201-204, 210, 226, 226.3, 226.7, 510, 512, 558, 1174, 1174.5,
14 1182.12, 1194, 1194.2, 1197, 1198, et seq.), applicable and
15 California Code of Regulations, the California Business and
16 Professions Code §§ 17200 et seq., the federal Fair Labor
17 Standards Act ("FLSA"), and all other applicable wage and hour
18 laws. Based on the same factual predicate alleged in the
19 Complaints, the release of the foregoing Released Class Claims
20 extends to all claims whether the claim is, was or could have
21 been alleged as a separate claim, cause of action, or, lawsuit,
22 whether under California law, common law, local law, or federal
23 law, or any statute, ordinance, regulation, or other applicable
24 wage and hour law (this includes, but is not limited to, any
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1 claim based on the same factual predicate for: miscalculated
2 wages; failure to pay the regular rate of pay, double time pay,
3 or premium pay; failure to reimburse business expenditure;
4 improper deductions; a failure to properly pay vacation or sick
5 pay; late payment of wages; improper frequency of pay; improper
6 rounding of time records; failure to maintain records; failure
7 to keep accurate and complete payroll records; and other such
8 claims). The Released Class Claims encompass all types of relief
9 available for the foregoing claims, including, without
10 limitation, any claims for damages, restitution, losses,
11 penalties, fines, liens, attorneys' fees, costs, expenses,
12 debts, interest, willful exemplary damage, injunctive relief,
13 declaratory relief, or liquidated damages. Notwithstanding the
14 foregoing, nothing in this Agreement releases any claims that
15 may not be released as a matter of law. (§2.36.)

17 Release of PAGA Claims: Upon the Court's approval of the
18 PAGA Payment and this release of the Released PAGA Claims,
19 Plaintiff and the PAGA Releasees and all persons purporting to
20 act on the PAGA Releasees' behalf or purporting to assert a
21 claim under or through them, hereby do and shall be deemed to
22 have fully, finally, and forever released, settled, compromised,
23 relinquished and discharged any and all of the Released Parties
24 of and from any and all Released PAGA Claims. The PAGA Releasees
25 will be issued a check for their share of the PAGA Payment and

1 will not have the opportunity to opt out of, or object to, the
2 PAGA Payment and release of the PAGA Claims set forth in this
3 Paragraph. The PAGA Releasees are bound by the release of the
4 Released PAGA Claims regardless of whether they cash their PAGA
5 Payment Check. (§8.2.3.)

6 "Released PAGA Claims" PAGA Releasees shall release all
7 Released PAGA Claims that accrued during the PAGA Settlement
8 Period as to the Released Parties upon Defendant's funding of
9 the GSA, as set forth herein. The scope of the Released PAGA
10 Claims by each PAGA Releasee includes all claims that are
11 asserted or could have been asserted based on the same factual
12 predicate alleged in the LWDA Notice and Operative Complaint.
13 The Released PAGA Claims include, but are not limited to: (1)
14 Civil Penalties Pursuant to the Private Attorney's General Act
15 of 2004 ("PAGA"), Labor Code Section 2698, et seq. which
16 includes penalties for (a) Failure to pay wages for all hours
17 worked at the legal minimum wage, (b) Failure to pay wages for
18 overtime hours worked at the overtime rate of pay, (c) Failure
19 to provide reporting time pay, (d) Failure to pay wages to
20 hourly non-exempt employees for workdays that Defendants failed
21 to provide legally required and compliant meal periods, (e)
22 Failure to pay wages to hourly nonexempt employees for workdays
23 that Defendants failed to provide legally required and compliant
24 rest periods, (f) Failure to timely pay earned wages during
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1 employment, (g) Failure to provide complete and accurate wage
2 statements, and (h) Failure to pay employees all wages due at
3 time of termination/resignation, and all other claims asserted
4 in the Complaints and the LWDA Letter. The Released PAGA Claims
5 include all applicable claims under the California Industrial
6 Welfare Commission Wage Orders, California Labor Codes (specific
7 to claims under the California Labor Code Sections 2698-2699.5,
8 et seq.), and California Code of Regulations that could be
9 brought under or are subject to the PAGA. (§2.37.)
10

11 "Released Parties" means CAPI, and any of CAPI's
12 predecessors and successors in interest, current or former
13 parent companies, subsidiaries, affiliates, assigns, trustees,
14 guarantors, fiduciaries, and present and former owners. The
15 Released Parties also include, but are not limited to, companies
16 acquiring any or all of CAPI's assets or capital stock,
17 Defendant's past or present customers, clients, contractors,
18 vendors, and divisions, and any other individual or entity which
19 could be jointly liable with Defendant for the Released Class
20 Claims and Released PAGA Claims, including but not limited to
21 Doncasters Group Ltd; Doncasters Superalloys of Long Beach;
22 Doncasters plc; Doncasters, Inc.; Doncasters US Fabrications,
23 Inc.; and any other related Doncasters entity. The Released
24 Parties also include, but are not limited to, the current or
25 former officers, directors, shareholders, managers, agents,

1 attorneys, representatives, accountants, administrators,
2 employees, insurers, beneficiaries, reinsurers, or carriers of
3 any of the foregoing persons or entities. (§2.38.)

4 Named Plaintiff Danny Carmona provides a general release
5 and CC § 1542 waiver. (§8.2.2; §8.3.)

6 4. All uncashed settlement checks, plus interest, must be
7 delivered to the California State Controller's Unclaimed
8 Property Division in the name of the Class Member/Aggrieved
9 Employee who did not cash his or her check.

10 5. Pursuant to California Rules of Court, Rule 3.769(h),
11 the Court retains jurisdiction over the parties with respect to
12 enforcement of this Judgment under California Code of Civil
13 Procedure Section 664.6.

14 CLERK TO GIVE NOTICE.

15 DATED: February 1, 2024



16
17
18 *Yvette M. Palazuelos*

19 YVETTE M. PALAZUELOS
20 JUDGE OF THE SUPERIOR COURT

21 Yvette M. Palazuelos / Judge
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