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

ARARAT AGHAJANIAN, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

FASTENER TECHNOLOGY CORP., a
California corporation; and DOES 1 through 10,
inclusive

Defendants.

Case No.: 24STCV31557

**~~[PROPOSED]~~ ORDER GRANTING FINAL
APPROVAL OF CLASS AND
REPRESENTATIVE ACTION
SETTLEMENT**

*[Filed with Plaintiff's Notice of Motion and
Motion for Final Approval, the Declaration of
Kane Moon, the Declaration of Plaintiff, the
Declaration of Cassandra Polites, and
[Proposed] Judgment]*

FINAL APPROVAL HEARING

Date: July 1, 2026

Time: 10:30 a.m.

Dept: 12

Judge: Honorable Carolyn B. Kuhl

Action Filed: December 2, 2024

Trial Date: Not Set

**ORDER GRANTING FINAL APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

FILED
Superior Court of California
County of Los Angeles

07/01/2026

David W. Slayton, Executive Officer / Clerk of Court

By: A. Rosas Deputy

1
2 **~~PROPOSED~~ FINAL APPROVAL ORDER**

3 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

4 On March 2, 2026, the Court entered an Order which granted Plaintiff's Motion for
5 Preliminary Approval of Class and Representative Action Settlement, granted conditional class
6 certification, approved the format of the Class Notice, and set a Final Approval Hearing (the
7 "Preliminary Approval Order"), thereby preliminarily approving a settlement of the above-entitled
8 action (the "Action") that was reached between Plaintiff Ararat Aghajanian ("Plaintiff") and
9 Defendant Fastener Technology Corp. ("Defendant") (together with Plaintiff, the "Parties"), in
10 accordance with the Parties' Class Action and PAGA Settlement Agreement and Class Notice (the
11 "Settlement"). The Settlement is attached as **Exhibit 1** to the Declaration of Kane Moon in Support
12 of Plaintiff's Motion for Final Approval of Class and Representative Action Settlement.

13 The Court now has before it Plaintiff's Motion for Final Approval of Class and
14 Representative Action Settlement, including a motion for payment of the Class Counsel Fees
15 Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment,
16 Administration Expenses Payment, and PAGA Penalties, and whether the Settlement should be
17 finally approved as fair, reasonable, and adequate as to Class Members (collectively "Motion for
18 Final Approval"), as well as a [Proposed] Final Approval Order.

19 Due and adequate notice having been given to Class Members, and the Court having reviewed
20 the Settlement and duly considered Plaintiff's Motion for Final Approval, the supporting declarations
21 and exhibits thereto, all other papers filed and proceedings had hereto, the record in this Action, and
22 any oral argument, and good cause appearing,

23 **THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:**

24 1. The Court, for purposes of this Final Approval Order, refers to all terms and
25 definitions as set forth in the Settlement.

26 2. Plaintiff's Motion for Final Approval came before Department 12 of this Court, the
27 Honorable Carolyn B. Kuhl presiding, on July 1, 2026.

28 3. The Court finds that the Settlement was made and entered into in good faith, the terms

1 of which are fair, reasonable, and adequate; was reached following meaningful discovery and
2 investigation conducted by Plaintiff and his counsel of record (“Class Counsel”); is the result of
3 serious, informed, adversarial, and arm’s-length negotiations between the Parties; and therefore,
4 meets the requirements for final approval. In so finding, the Court has considered all the evidence
5 presented, including evidence regarding the strength of Plaintiff’s claims; the risk, expense, and
6 complexity of the claims presented; the likely duration of further litigation; the settlement amount
7 offered; the extent of investigation and discovery completed; and the experience and views of Class
8 Counsel. The Court has further considered the absence of any objections and opt-outs from the
9 Settlement. Accordingly, the Court hereby **GRANTS** Plaintiff’s Motion for Final Approval and
10 **ORDERS** Judgment to be entered in accordance with the terms herein.

11 4. The Court certifies, for settlement purposes only, the following class (“Class
12 Members”): all current and former non-exempt employees of Defendant that worked for Defendant
13 in California during the period from December 2, 2020, through March 1, 2025. (Settlement, ¶¶ 1.4,
14 1.11.)

15 5. Notwithstanding the submission of a timely Request for Exclusion, Class Members
16 are still bound by the settlement and release of the PAGA claims or remedies under the Judgment
17 pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests to be excluded from the
18 Settlement do not apply to the PAGA claims.

19 6. The release of the Released PAGA Claims shall bind the following individuals
20 (“PAGA Settlement Class”): all individuals who are or were employed by Defendant as non-exempt,
21 hourly employees in California during the period from November 28, 2023, through March 1, 2025.
22 (Settlement, ¶¶ 1.30, 1.32)

23 7. The Court finds that Plaintiff has exhausted all administrative remedies required to
24 bring the PAGA claims asserted in this Action and is authorized to act as private attorney general
25 with respect to the PAGA claims being released under the Settlement. The Court further finds that
26 pursuant to California Labor Code section 2699(l)(2), the California Labor and Workforce
27 Development Agency (“LWDA”) was given timely notice of the Settlement, has not objected, and is
28 therefore bound by this Final Approval Order.

1 8. The deadline to submit a Request for Exclusion, Disputes, and written Objections to
2 the Settlement was May 14, 2026.

3 9. No Request for Exclusion was received. Therefore, all Class Members remain in the
4 Class and are bound by this Final Approval Order and the accompanying Judgment.

5 10. The Court finds that a full opportunity has been afforded to Class Members to object
6 to the Settlement and participate in the Final Approval Hearing. All Class Members had an
7 opportunity to object to the Settlement. No written Objections were received, and no Class Member
8 appeared at the Final Approval Hearing to present any Objections.

9 11. The Class Notice, which was attached as Exhibit A to the Settlement and provided to
10 the Class pursuant to the plan for distribution described under the Settlement, conformed with the
11 requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice
12 practicable under the circumstances, by providing individual and adequate notice of the proceedings
13 and of the matters set forth therein to Class Members. The Class Notice fully satisfied the
14 requirements of due process and provided the Class Members with adequate instructions and a variety
15 of means to obtain additional information.

16 12. Effective on the date when Defendant fully funds the entire Gross Settlement Amount
17 and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments,
18 Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as
19 follows: (Settlement, ¶ 5.):

20 a. “Released Parties” means Defendant and all of its current or former parent
21 companies, subsidiaries, sister companies, divisions, joint ventures, affiliates,
22 affiliated companies, assigns, trustees, guarantors, fiduciaries, partnerships,
23 present and former owners, management employees, shareholders, insurers,
24 attorneys, and affiliated entities, and/or any other related company that could be
25 jointly liable with Defendant. (*Id.* at ¶ 1.41.)

26 b. Plaintiff’s Release. Plaintiff and his former and present spouses, representatives,
27 agents, attorneys, heirs, administrators, successors and assigns generally, release and
28 discharge Released Parties from all claims, transactions or occurrences that occurred

1 during the Class Period, including, but not limited to: (a) all claims that were, or
2 reasonably could have been, alleged, based on the facts contained, in the Operative
3 Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged
4 based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, or
5 ascertained during the Action and released under Paragraphs 5.2 and 5.3 of the
6 Settlement ("Plaintiff's Release"). (*Id.* at ¶ 5.1.) Plaintiff's Release does not extend
7 to any claims or actions to enforce the Settlement, or to any claims for vested benefits,
8 unemployment benefits, disability benefits, social security benefits, workers'
9 compensation benefits that arose at any time, or based on occurrences outside the
10 Class Period. (*Id.*) Plaintiff acknowledges that Plaintiff may discover facts or law
11 different from, or in addition to, the facts or law that Plaintiff now knows or believes
12 to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain
13 effective in all respects, notwithstanding such different or additional facts or
14 Plaintiff's discovery of them. (*Id.*)

15 1) Plaintiff's Waiver of Rights Under California Civil Code Section 1542.

16 For purposes of Plaintiff's Release, Plaintiff expressly waives and
17 relinquishes the provisions, rights, and benefits, if any, of section 1542
18 of the Civil Code, which reads: "A general release does not extend to
19 claims that the creditor or releasing party does not know or suspect to
20 exist in his or her favor at the time of executing the release, and that if
21 known by him or her would have materially affected his or her
22 settlement with the debtor or released party." (*Id.* at ¶ 5.1.1.)

- 23 c. Release by Participating Class Members. Plaintiff and Class Members, for the
24 duration of the Class Period, will release the Released Parties of all claims alleged
25 in the Operative Complaint filed in the Action, or that reasonably could have been
26 based on the facts alleged in the Operative Complaint, including claims for: (1)
27 failure to pay minimum wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1997];
28 (2) failure to pay overtime compensation [Cal. Lab. Code §§ 1194 and 1198]; (3)

1 failure to provide meal periods or pay meal period premiums at the regular rate
2 of pay [Cal. Lab. Code §§ 226.7, 512]; (4) failure to authorize and permit rest
3 breaks or pay rest period premiums at the regular rate of pay [Cal. Lab. Code §
4 226.7]; (5) failure to indemnify necessary business expenses [Cal. Lab. Code §
5 2802]; (6) failure to timely pay wages at termination [Cal. Lab. Code §§ 201-
6 203]; (7) failure to provide accurate itemized wage statements [Cal. Lab. Code §
7 226]; and (8) Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.)
8 (“Class Released Claims”). (*Id.* at ¶ 5.2.)

9 d. Release by PAGA Settlement Class. Plaintiff, as a private attorney general on
10 behalf of the State of California, the LWDA, and the PAGA Settlement Class, for
11 the duration of the PAGA Period, will release the Released Parties of all claims
12 for civil penalties alleged in the PAGA claims in the Operative Complaint and in
13 the PAGA Notice to the LWDA, including: (1) failing to pay for all hours worked,
14 including minimum wages, straight time wages, and overtime wages (Cal. Lab.
15 Code §§ 204, 510, 1194, 1197, and 1198); (2) failing to provide meal periods or
16 pay meal period premiums at the regular rate of pay (Cal. Lab. Code §§ 226.7,
17 512, and applicable Wage Orders); (3) failing to authorize and permit rest breaks
18 or pay rest period premiums at the regular rate of pay (Cal. Lab. Code §§ 226.7
19 and applicable Wage Orders); (4) failing to maintain accurate records of hours
20 worked and meal periods taken or missed (Cal. Lab. Code §§ 1174.5 and
21 applicable Wage Orders); (5) failing to reimburse and indemnify employees for
22 expenses and losses in the direct consequence and discharge of their duties (Cal.
23 Lab. Code § 2802); (6) failing to pay all vacation wages at termination (Cal. Lab.
24 Code § 227.3); (7) willfully failing to pay all wages due at termination (Cal. Lab.
25 Code §§ 201-203); (8) failing to provide accurate itemized wage statements (Cal.
26 Lab. Code § 226); and (9) failing to pay all earned wages two times per month
27 (Cal. Lab. Code § 204), and any recovery under Labor Code Sections 2699, et
28 seq., for these alleged violations (“PAGA Released Claims”). (*Id.* at ¶ 5.3.) PAGA

Members will release PAGA Released Claims even if they request exclusion from the Class. (*Id.*)

13. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

14. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and the methodology used to calculate Individual Class Payments and Individual PAGA Payments to Participating Class Members and PAGA Member, respectively, are fair and reasonable. Thus, the Court authorizes the Administrator to calculate and pay individual settlement shares in accordance with the terms of the Settlement.

15. Defendant shall fully fund the Gross Settlement Amount (\$280,000.00), and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 21 days after the Effective Date.¹

16. No later than 14 days after Defendant fully funds the Gross Settlement Amount, the Administrator will mail checks for Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.

17. A total amount of \$15,000.00 shall be allocated as the "PAGA Penalties," payable from the Gross Settlement Amount, for resolution of the Released PAGA Claims and distributed as follows: 65% (\$9,750.00) to the LWDA ("the LWDA PAGA Payment") and 35% (\$5,250.00) to PAGA Settlement Class (the "Individual PAGA Payments").

18. The Court finds Plaintiff has adequately represented the Class and therefore confirms the appointment of Plaintiff as the Class Representative, for settlement purposes only. In addition to any recovery that Plaintiff is eligible to receive as a Participating Class Member and PAGA Member

¹ "Effective Date" means the date by when both of the following have occurred: (a) the Court enters a Judgment on its order granting final approval of the Settlement; and (b) the Judgment is final. (Settlement, ¶ 1.17.) The Judgment is final as of the latest of the following occurrences: (a) if no Settlement Class member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Settlement Class member objects to the Settlement, the day after the deadline for filing a notice for appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur. (*Id.*)

1 the Court approves and orders a service award to Plaintiff in the amount of **\$7,500.00** (the “Class
2 Representative Service Payment”), payable from the Gross Settlement Amount, for his significant
3 contributions and participation throughout all stages of the litigation, for the risks and duties attendant
4 to his role as the Class Representative, and for his general release of claims against the Released
5 Parties.

6 19. The Court confirms the appointment of Moon Law Group, PC, as Class Counsel, for
7 settlement purposes only, as they are experienced in wage and hour class action litigation, have no
8 apparent conflicts of interest with Plaintiff, other Class Members, or the Administrator, and have
9 adequately represented Class interests. The Court approves and orders the payments to Class
10 Counsel, payable from the Gross Settlement Amount, of **\$93,333.33** for reasonable attorneys’ fees
11 (the “Class Counsel Fees Payment”), and **\$16,414.75** for reimbursement of out-of-pocket costs (the
12 “Class Counsel Litigation Expenses Payment”). The Court finds that these amounts are reasonable
13 considering the benefits provided to the Class.

14 20. The Court confirms the appointment of ILYM Group, Inc. as the Administrator, who
15 has fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the
16 Settlement Administrator of **\$6,350.00** (“Administration Expenses Payment”), payable from the
17 Gross Settlement Amount, for settlement administration.

18 21. Pursuant to California Code of Civil Procedure section 384, any Class Member and/or
19 PAGA Member whose Individual Class Payment check or Individual PAGA Payment check is
20 uncashed and cancelled after 180 days from the date of mailing (the “void date”), the Administrator
21 shall transmit the funds represented by such checks to the California State Controller’s Office,
22 Unclaimed Property Fund in the name of the Class Member thereby leaving no “unpaid residue”.

23 22. In accordance with California Rule of Court 3.771(b), notice of the concurrently
24 filed Judgment will be given to the Class by the Administrator, who will post an electronic copy
25 on its website for no less than ninety (90) calendar days following entry thereof.

26 23. This Final Approval Order and the concurrently filed Judgment are intended to be a
27 final disposition of the Action in its entirety and are intended to be immediately appealable.

28 24. The obligations set forth in the Settlement are deemed part of this Final Approval

1 Order and the concurrently filed Judgment, and the Parties and the Administrator are ordered to
2 carry out the Settlement according to its terms and provisions.

3 25. Following entry of the concurrently filed Judgment, and without affecting the finality
4 thereof, pursuant to California Rules of Court Rule 3.769, *et seq.* and California Code of Civil
5 Procedure section 664.6, the Court shall retain jurisdiction over the Parties, Action, and the
6 Settlement solely for purposes of (i) enforcing the Settlement and/or Judgment, (ii) addressing
7 settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted
8 by law.

9 26. The Settlement is finally approved but is not an admission by Defendant of the
10 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of
11 law. Neither the Settlement nor any related document shall be offered or received in evidence in
12 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
13 necessary to consummate or enforce the Settlement.

14 27. The Court sets a (Non-Appearance) Compliance Hearing re: Distribution on
15 April 6, 2027 at : a.m./p.m. in **Department 12**. Class Counsel are ordered to file
16 a final report and declaration by the Administrator regarding settlement distribution no later than
17 five (5) court days prior to the Compliance Hearing. No appearance will be required at the
18 Compliance Hearing if the Administrator's declaration reports that all the distributions under the
19 Agreement are complete.

20 **IT IS SO ORDERED.**

21 DATE: 07/01/2026



Carolyn B. Kuhl

Carolyn B. Kuhl / Judge

THE HON. CAROLYN B. KUHL
Judge of the Superior Court, Los Angeles County