

**FILED**  
Superior Court of California  
County of Los Angeles  
03/02/2026

David W. Slayton, Executive Officer / Clerk of Court  
By:                     A. Rosas                     Deputy

1 Kane Moon (SBN 249834)  
2 Allen Feghali (SBN 301080)  
3 Julie Sohyun Oh (SBN 341157)  
4 Jamie C. Osganian (SBN 357626)  
5 MOON LAW GROUP, PC  
6 725 South Figueroa Street, 31st Floor  
7 Los Angeles, California 90017  
8 Telephone: (213) 232-3128  
9 Facsimile: (213) 232-3125  
10 E-mail: kmoon@moonlawgroup.com  
11 E-mail: afeghali@moonlawgroup.com  
12 E-mail: joh@moonlawgroup.com  
13 E-mail: josganian@moonlawgroup.com  
14  
15 Attorneys for Plaintiff Ararat Aghajanian

9  
10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
11 **FOR THE COUNTY OF LOS ANGELES**

12 ARARAT AGHAJANIAN, individually, and on  
13 behalf of all others similarly situated,  
14  
15 Plaintiff,

16 vs.

17 FASTENER TECHNOLOGY CORP., a California  
18 corporation; and DOES 1 through 10, inclusive,  
19  
20 Defendants

Case No.: 24STCV31557

Assigned to the Honorable Carolyn B. Kuhl,  
Department 12

**[PROPOSED] ORDER GRANTING  
PRELIMINARY APPROVAL OF CLASS  
ACTION AND PAGA SETTLEMENT**

*[Filed with Plaintiff's Notice of Motion and  
Memorandum of Points and Authorities, the  
Declaration of Plaintiff, the Declaration of  
Administrator Lisa Mullins, and the Declarations  
of Kane Moon and Plaintiff in Support of Motion]*

**PRELIMINARY APPROVAL HEARING:**

Date: March 3, 2026  
Time: 10:30am  
Dept.: 12

Action Filed: December 2, 2024  
Trial Date: Not Set

Electronically Received 11/24/2025 04:24 PM



1 (f) the Class Counsel Litigation Expenses Payment for reimbursement of litigation expenses up to  
2 \$25,000.00 (currently calculated to be \$15,277.21).

3 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and  
4 reasonable to the Class Members when balanced against the probable outcome of further litigation  
5 relating to class certification, liability and damages issues, and potential appeals; (2) significant  
6 informal discovery, investigation, research, and litigation have been conducted such that counsel  
7 for the respective Parties at this time are able to reasonably evaluate their respective positions; (3)  
8 settlement at this time will avoid substantial costs, delay, and risks that would be presented by the  
9 further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result  
10 of serious, informed, adversarial, and arms-length negotiations between the Parties. Accordingly,  
11 the Court preliminarily finds that the Settlement was entered into in good faith and meets the  
12 requirements for preliminary approval.

13 4. A final approval hearing on the question of whether the proposed Settlement, Class  
14 Counsel's attorneys' fees and costs, Settlement Administration Costs, the Individual and LWDA  
15 PAGA Payment, and the Class Representative Service Payment should be finally approved as fair,  
16 reasonable, and adequate as to the members of the Class is hereby set in accordance with the  
17 Implementation Schedule set forth below.

18 5. The Court provisionally certifies, for settlement purposes only, the following class  
19 ("Class Members" or "Settlement Class Member"): a member of the Class, as either a Participating  
20 Class Member or Non-Participating Class Member (including a Non-Participating Class Member  
21 who qualifies as an PAGA Member) and specifically, all persons currently or formerly employed  
22 by Defendant as non-exempt, hourly-paid employees. "Class" means all current and former  
23 employees employed by Defendant in the State of California during the Class Period who do not  
24 opt out of the Settlement. The "Class Period" means the period from December 2, 2020, through  
25 March 1, 2025.

26 6. Further, the Court provisionally certifies, for settlement purposes only, the  
27 following "PAGA Members": all current and former non-exempt employees employed by  
28 Defendant in the State of California at any time during the PAGA Period. No employee may opt

1 out of being an PAGA Member. The “PAGA Period” is November 28, 2023, through March 1,  
2 2025.

3 7. Release of Claims. Effective on the date when Defendant fully funds the entire Gross  
4 Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class  
5 Payments, Plaintiff, Class Members, Aggrieved, Employees, and Class Counsel will release claims against  
6 all Released Parties as follows:

- 7 a. Released Parties. Defendant and all of its current or former parent companies,  
8 subsidiaries, sister companies, divisions, joint ventures, affiliates, affiliated companies,  
9 assigns, trustees, guarantors, fiduciaries, partnerships, present and former owners,  
10 management employees, shareholders, insurers, attorneys, and affiliated entities, and/or  
11 any other related company that could be jointly liable with Defendant.
- 12 b. Plaintiff’s Release. Plaintiff and his former and present spouses, representatives, agents,  
13 attorneys, heirs, administrators, successors and assigns generally, release and discharge  
14 Released Parties from all claims, transactions or occurrences that occurred during the  
15 Class Period, including, but not limited to: (a) all claims that were, or reasonably could  
16 have been, alleged, based on the facts contained, in the Operative Complaint and (b) all  
17 PAGA claims that were, or reasonably could have been, alleged based on facts contained  
18 in the Operative Complaint, Plaintiff’s PAGA Notice, or ascertained during the Action  
19 and released under Paragraphs 5.2 and 5.3, below (“Plaintiff’s Release”). Plaintiff’s  
20 Release does not extend to any claims or actions to enforce this Agreement, or to any  
21 claims for vested benefits, unemployment benefits, disability benefits, social security  
22 benefits, workers’ compensation benefits that arose at any time, or based on occurrences  
23 outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law  
24 different from, or in addition to, the facts or law that Plaintiff now knows or believes to  
25 be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain effective in all  
26 respects, notwithstanding such different or additional facts or Plaintiff’s discovery of  
27 them.

- 28 1) Plaintiff’s Waiver of Rights Under California Civil Code Section 1542.

1 For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the  
2 provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which  
3 reads: **"A general release does not extend to claims that the creditor or  
4 releasing party does not know or suspect to exist in his or her favor at the time  
5 of executing the release, and that if known by him or her would have  
6 materially affected his or her settlement with the debtor or released party."**

7 c. Release by Participating Class Members. Plaintiff and Class Members, for the  
8 duration of the Class Period, will release the Released Parties of all claims alleged  
9 in the Operative Complaint filed in the Action, or that reasonably could have been  
10 based on the facts alleged in the Operative Complaint, including claims for: (1)  
11 failure to pay minimum wages [Cal. Lab. Code §§ 204, 1194, 1194.2, and 1997];  
12 (2) failure to pay overtime compensation [Cal. Lab. Code §§ 1194 and 1198]; (3)  
13 failure to provide meal periods or pay meal period premiums at the regular rate of  
14 pay [Cal. Lab. Code §§ 226.7, 512]; (4) failure to authorize and permit rest breaks  
15 or pay rest period premiums at the regular rate of pay [Cal. Lab. Code § 226.7]; (5)  
16 failure to indemnify necessary business expenses [Cal. Lab. Code § 2802]; (6)  
17 failure to timely pay wages at termination [Cal. Lab. Code §§ 201-203]; (7) failure  
18 to provide accurate itemized wage statements [Cal. Lab. Code § 226]; and (8)  
19 Unfair Business Practices [Cal. Bus. & Prof. Code §§ 17200, et seq.) ("Class  
20 Released Claims").

21 d. Release by PAGA Members. Plaintiff, as a private attorney general on behalf of the  
22 State of California, the California Labor and Workforce Development Agency  
23 ("LWDA"), and the PAGA Settlement Class, for the duration of the PAGA Period, will  
24 release the Released Parties of all claims for civil penalties alleged in the PAGA claims  
25 in the Operative Complaint and in the PAGA Notice to the LWDA, including: (1)  
26 failing to pay for all hours worked, including minimum wages, straight time wages,  
27 and overtime wages (Cal. Lab. Code §§ 204, 510, 1194, 1197, and 1198); (2) failing to  
28 provide meal periods or pay meal period premiums at the regular rate of pay (Cal. Lab

1 . Code §§ 226.7, 512, and applicable Wage Orders); (3) failing to authorize and permit  
2 rest breaks or pay rest period premiums at the regular rate of pay (Cal. Lab. Code §§  
3 226.7 and applicable Wage Orders); (4) failing to maintain accurate records of hours  
4 worked and meal periods taken or missed (Cal. Lab. Code §§ 1174.5 and applicable  
5 Wage Orders); (5) failing to reimburse and indemnify employees for expenses and  
6 losses in the direct consequence and discharge of their duties (Cal. Lab. Code § 2802);  
7 (6) failing to pay all vacation wages at termination (Cal. Lab. Code § 227.3); (7)  
8 willfully failing to pay all wages due at termination (Cal. Lab. Code §§ 201-203); (8)  
9 failing to provide accurate itemized wage statements (Cal. Lab. Code § 226); and (9)  
10 failing to pay all earned wages two times per month (Cal. Lab. Code § 204), and any  
11 recovery under Labor Code Sections 2699, et seq., for these alleged violations (“PAGA  
12 Released Claims”). PAGA Members will release PAGA Released Claims even if they  
13 request exclusion from the Class.

14 8. The Court, for purposes of this Preliminary Approval Order, hereby refers to and  
15 adopts all terms and definitions as set forth in the Settlement.

16 9. The Court finds, for settlement purposes only, that the Settlement Class meets the  
17 requirements for certification under California Code of Civil Procedure section 382 in that: (1)  
18 the Settlement Class is so numerous that joinder is impractical; (2) there are questions of law and  
19 fact that are common, or of general interest, to all Settlement Class Members, which predominate  
20 over individual issues; (3) Plaintiff’s claims are typical of the claims of the Settlement Class  
21 Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the  
22 Settlement Class Members; and (5) a class action is superior to other available methods for the  
23 fair and efficient adjudication of the controversy.

24 10. The Court appoints, for settlement purposes only, Plaintiff as the “Class  
25 Representative.” The Court approves, on a preliminary basis, payment of a Class Representative  
26 Service Payment to Plaintiff of up to \$7,500.00 from the Gross Settlement Amount, in addition to  
27 the amount he is eligible to receive as a Class Member, for his significant contributions and  
28 participation throughout all stages of the litigation, for the risks and duties attendant to his role as

1 the Class Representative, and for his general release of claims against the Released Parties. Should  
2 the Court approve a Class Representative Service Payment less than the amount requested, the  
3 Administrator will retain the remainder in the Net Settlement Amount.

4 11. The Court appoints, for settlement purposes only, Plaintiff's Counsel Moon Law  
5 Group, PC as "Class Counsel." The Court approves, on a preliminary basis, Class Counsel's ability  
6 to request attorneys' fees of up to one third (33 1/3 %) of the Gross Settlement Amount, as well  
7 as reimbursement for actual costs not to exceed \$25,000.00 (currently calculated at \$15,277.21),  
8 payable from the Gross Settlement Amount. Should the Court approve a Class Counsel Fees  
9 Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested,  
10 the Administrator will allocate the remainder to the Net Settlement Amount.

11 12. The Court appoints ILYM Group, Inc as the "Settlement Administrator" with  
12 payment, payable from the Gross Settlement Amount, for administration costs not to exceed  
13 \$7,500.00, except upon a showing of good cause and as approved by the Court. To the extent  
14 administration costs are less or the Court approves payment less than \$7,500.00, the Administrator  
15 will retain the remainder in the Net Settlement Amount.

16 13. The Settlement Administrator shall perform services and duties as provided for in  
17 the Settlement, including, but not limited to, mailing the Class Notice via first-class U.S. Mail, in  
18 English and Spanish, to Class Members. Class Members shall not be required to submit a claim  
19 form to receive individual settlement payments. The Administrator will send checks for Individual  
20 PAGA Payments to all PAGA Members including Non-Participating Class Members who qualify  
21 as PAGA Members.

22 14. The Court approves the transmission of any uncashed settlement checks to the  
23 California State Controller's Office, Unclaimed Property Fund in the name of the Class Member  
24 thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil  
25 Procedure section 384.

26 15. The Court approves the Class Notice in substantially similar form and content as  
27 is attached to the Settlement as **Exhibit A**. The Court finds, on a preliminary basis, that the plan  
28 for distribution of the Class Notice satisfies due process, provides the best notice practicable under

1 the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.  
The Notice shall include the estimated amount for litigation expenses (\$25,000.)

2 16. The obligations set forth in the Settlement are deemed part of this Preliminary  
3 Approval Order, and the Parties and Settlement Administrator are ordered to carry out the  
4 Settlement according to its terms and provisions.

5 17. The Court orders the following Implementation Schedule:

6 Defendant to provide the Administrator 7 with the Class Data	Not later than 14 calendar days after entry of this Preliminary Approval Order
8 Administrator to mail the Class Notice	9 Within 14 calendar days after receipt of the Class Data
10 Response Deadline for Class Members	11 Within 45 calendar days after the Administrator mails the Class Notice 12 (extended by 14 calendar days for any re-mailed Class Notices)
13 Last Day to File a Motion For Final 14 Settlement Approval	At least 16 calendar days before the Final Approval Hearing:
15 Final Approval Hearing	16 July 1, 2026 at 10:30 a.m.

17  
18 18. The Court reserves the right to continue the date of the Final Approval Hearing without  
19 further notice to Class Members.

20 19. The Settlement is preliminarily approved but is not an admission by Defendant of the  
21 validity of any claims in this class action, or of any wrongdoing by Defendant or of any violation of  
22 law. Neither the Settlement nor any related document shall be offered or received in evidence in any  
23 civil, criminal, or administrative action or proceeding other than as may be necessary to consummate  
24 or enforce the Settlement.

25 ///

26 ///

27 ///

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**IT IS SO ORDERED.**



DATED: 03/02/2026

Carolyn B. Kuhl / Judge  
THE HONORABLE CAROLYN B. KUHL  
Judge of the Superior Court, Los Angeles County