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Attorneys for Plaintiff ELIAS KASER

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ORANGE

ELIAS KASER, an individual, in his
representative capacity on behalf of the State
of California and fellow Aggrieved
Employees,

Plaintiffs,

vs.

AVIATION CONSULTANTS, INC. a
California Corporation; ACI JET ORANGE
COUNTY, LLC, a Limited Liability Company;
ACI JET SLO COUNTY, LLC, a Limited
Liability Company; and DOES 1-50, Inclusive,

Defendants.

Case No: 30-2021-01191204-CU-OE-CXC

**[PROPOSED] ORDER APPROVING
PAGA SETTLEMENT AND
JUDGMENT**

Hearing Date: September 16, 2021

Hearing Time: 2:00 p.m.

Dept.: CX102

Judge: Peter J. Wilson

Action Filed: March 23, 2021

1 Plaintiff Elias Kaser (“Plaintiff”) moves for approval of the settlement of Plaintiff’s claims
2 under the California Labor Code Private Attorneys General Act (“PAGA”), pursuant to California
3 Labor Code § 2699(1), against Defendant Aviation Consultants, Inc. (“Defendant”).

4 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted
5 in this action and is authorized to act as private attorney generals with respect to the PAGA claims
6 being released under the terms of the Settlement Agreement and Limited Release (“Settlement
7 Agreement”). The California Labor Workforce Development Agency was provided with notice of
8 the settlement and the motion for approval of the settlement via its online process and no
9 objection has been received to the settlement or the motion from the Labor Workforce
10 Development Agency. The Parties seek approval of the settlement of Plaintiff’s PAGA claims and
11 the Settlement Sum to be paid as part of the settlement as set forth in the Settlement Agreement
12 which was filed with the Court. The settlement provides for a Settlement Sum in the total sum of
13 \$238,000, which includes the Net PAGA Payment, Plaintiff’s Counsel attorneys’ fees in the
14 amount of \$79,333.33, Plaintiffs’ Counsel litigation expenses in the amount of \$22,000 and a
15 Settlement Administrator Fee in an amount not to exceed \$3,495. The Net PAGA Payment is the
16 amount remaining from the Settlement Sum after the deduction of the Settlement Administration
17 Fee, Plaintiff’s Counsel’s Fee Amount and Plaintiff’s Counsels’ Cost Amount. The Settlement
18 Administrator will be ILYM Group. The Court approved the Settlement Sum and the distributions
19 of the Settlement Sum as set forth above.

20 The Court, having reviewed the evidence and papers submitted and argument of counsel,
21 pursuant to Labor Code section 2699(1)(2) hereby GRANTS the Parties’ motion and approves the
22 PAGA settlement as set forth in the Settlement Agreement and the Settlement Sum, which shall
23 be allocated and paid out as set forth in the Settlement Agreement.

24 The “Aggrieved Employees” are defined as “all current and former hourly or non-exempt
25 employees that worked for Aviation Consultants, Inc. in the State of California at any time during
26 the PAGA Period.” The “PAGA Period” is the period from July 31, 2019 through _____.
27 Upon entry of Judgment and funding in full of the Settlement by Defendant, the Released Parties
28 shall be entitled to a release from the State of California and the Plaintiff as to All claims, rights,

1 demands, liabilities and causes of action for civil penalties under the PAGA that arose during the
2 PAGA Period, that were alleged in the Action, including but not limited to the following claims:
3 (a) failure to pay all minimum wages owed; (b) failure to pay all overtime and/or double time
4 wages owed; (c) failure to pay all overtime and/or double time at the correct rate(s) of pay due to
5 bonus payments, incentive compensation, or otherwise; (d) failure to provide compliant meal
6 periods, or premium pay for non-compliant meal periods; (e) failure to authorize and permit
7 compliant rest periods, or premium pay for non-compliant rest periods; (f) failure to provide
8 accurate, itemized wage statements; (g) failure to timely pay wages during employment and/or
9 upon separation of employment; (h) failure to provide adequate seating; (i) all claims for PAGA
10 penalties that could have been premised on the facts, claims, causes of action or legal theories
11 described above; and (j) all other claims under PAGA that could have been premised on the facts,
12 claims, causes of action or legal theories described above and in the complaint, including but not
13 limited to California Labor Code sections 201, 201.3, 202, 203, 204, 210, 226, 226.3, 226.7,
14 218.5, 218.6, 510, 513, 558, 1174, 1174.5, 1182.12-1198 *et seq.*, 1194, 1197, 2698, and 2699.
15 (“Released Claims”).

16 Judgment is hereby entered on the claims asserted under PAGA in this action. After entry
17 of this Order and Judgment, the Court shall retain jurisdiction to construe, interpret, implement,
18 and enforce the Settlement Agreement, to hear and resolve any contested challenge to a claim for
19 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with
20 the distribution of settlement benefits.

21 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**
22 **ENTERED ACCORDINGLY.**

23
24 DATED: _____, 2021
25
26

27 _____
28 THE HONORABLE PETER J. WILSON
JUDGE OF THE SUPERIOR COURT