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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;

Defendants.

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

**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

Plaintiff Elias Kaser ("Plaintiff") moves for approval of the settlement of Plaintiff's claims  
under the California Labor Code Private Attorneys General Act ("PAGA"), pursuant to California  
Labor Code § 2699(l), against Defendant Aviation Consultants, Inc. ("Defendant").

1 Plaintiff exhausted all administrative remedies required to bring the PAGA claims asserted  
2 in this action and is authorized to act as a private attorney general with respect to the PAGA  
3 claims being released under the terms of the Settlement Agreement and Limited Release  
4 (“Settlement Agreement”). The California Labor & Workforce Development Agency was  
5 provided with notice of the settlement and the motion for approval of the settlement via its online  
6 process and no objection has been received to the settlement or the motion from the Labor &  
7 Workforce Development Agency. The Parties seek approval of the settlement of Plaintiff’s PAGA  
8 claims and the Settlement Sum to be paid as part of the settlement as set forth in the Settlement  
9 Agreement which was filed with the Court. The settlement provides for a Settlement Sum in the  
10 total sum of \$238,000.00, which includes the Net PAGA Payment, Plaintiff’s Counsel attorneys’  
11 fees in the amount of \$79,333.00, Plaintiffs’ Counsel litigation expenses in the amount of  
12 \$11,829.76 and a Settlement Administrator Fee in an amount not to exceed \$3,495.00. The Net  
13 PAGA Payment is the amount remaining from the Settlement Sum after the deduction of the  
14 Settlement Administration Fee, Plaintiff’s Counsel’s Fee Amount and Plaintiff’s Counsels’ Cost  
15 Amount. The Settlement Administrator will be ILYM Group. The Court approved the Settlement  
16 Sum and the distributions of the Settlement Sum as set forth above.

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

21 The “Aggrieved Employees” are defined as “all current and former hourly or non-exempt  
22 employees that worked for Aviation Consultants, Inc. in the State of California at any time during  
23 the PAGA Period.” The “PAGA Period” is the period from July 31, 2019 through September 16,  
24 2021. Upon entry of Judgment and funding in full of the Settlement by Defendant, the Released  
25 Parties shall be entitled to a release from the State of California, the Aggrieved Employees, and  
26 the Plaintiff as to all claims, rights, demands, liabilities and causes of action for civil penalties  
27 under the PAGA that arose during the PAGA Period, that were alleged in the Action, including  
28 but not limited to the following claims: (a) failure to pay all minimum wages owed; (b) failure to

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

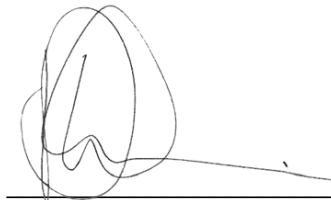
13 The Court finds that that the settlement is fair to those affected.

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

19 The Court sets a final accounting hearing on August 5, 2022 at 9:00 a.m., or as soon  
20 thereafter as the matter may be heard. Plaintiff is ordered to submit to the Court a final report at  
21 least five court days prior to the hearing, including the actual amounts paid to aggrieved  
22 employees and the other amounts distributed under the settlement, including uncashed checks

23 **IT IS SO ORDERED AND ADJUDGED. LET JUDGMENT BE FORTHWITH**  
24 **ENTERED ACCORDINGLY.**

25  
26 DATED: September 22, 2021



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