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13 Attorneys for Plaintiff and the Aggrieved Employees

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **FOR THE COUNTY OF ORANGE**

16 MANUEL A. VILLANUEVA, an individual,
17 on behalf of the State of California, as a private
18 attorney general, and on behalf all others
19 similarly situated,

20 Plaintiff,

21 v.

22 LEACH INTERNATIONAL CORPORATION,
23 a Delaware Corporation; and DOES 1-50,
24 inclusive,

25 Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE
CENTRAL JUSTICE CENTER

OCT 07 2021

DAVID H. YAMASAKI, Clerk of the Court

BY: _____, DEPUTY

CASE NO.: 30-2020-01140863

Assigned to the Hon. William Claster

**[PROPOSED] ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT**

HEARING INFO

Date: September 17, 2021

Time: 9:00 a.m.

Dept.: CX-104

RES: 73503280

Complaint Filed: May 26, 2020

Trial Date: None Set

1 **[PROPOSED] ORDER**

2 Having considered the Parties' submissions, and all legal authorities and documents
3 submitted in support thereof, including the Amended Settlement Agreement (the "Settlement
4 Agreement" and/or the "Settlement") submitted in support of Plaintiff's Notice of Motion and
5 Motion to Approve PAGA Settlement Pursuant to the Private Attorney General Act of 2004
6 ("Plaintiff's Motion") as Exhibit "A" to the Supplemental Declaration of Mehrdad Bokhour, and
7 good cause appearing, **IT IS HEREBY ORDERED** that Plaintiff's Motion is **GRANTED**,
8 subject to the following findings and orders:

9 a) All terms used herein shall have the same meaning as defined in the Settlement
10 Agreement.

11 b) The Court hereby approves the terms set forth in the Settlement Agreement and
12 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs
13 the Parties to effectuate the Settlement Agreement according to its terms. The Court finds that the
14 Settlement Agreement has been reached as a result of informed and non-collusive arm's-length
15 negotiations. The Court further finds that the Parties were able to reasonably evaluate their
16 respective positions. The Court also finds that settlement now will avoid additional and potentially
17 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the
18 case. The Court has reviewed the monetary recovery being provided as part of the Settlement and
19 recognizes the significant value accorded to the Allegedly Aggrieved Employees.

20 c) The Settlement Agreement is not an admission by Defendant Leach International
21 Corporation ("Defendant"), nor is this Order a finding of the validity of any allegations or of any
22 wrongdoing by Defendant. Neither is this Order, the Settlement Agreement, nor any document
23 referred to herein, nor any action taken to carry out the Settlement Agreement, may be construed
24 as, or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability
25 whatsoever by or against the Defendant.

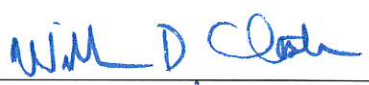
26 d) The Court finds that the Settlement Amount is fair, reasonable and adequate, and
27 awards the payments set forth below from the Settlement Amount:

- 28 • \$43,500 for attorneys fees;

- 1 • \$12,262.65 to for litigation costs;
- 2 • \$5,000 to as an Enhancement Award;
- 3 • \$3,500 to the Settlement Administrator; and
- 4 • \$60,553.01 to the LWDA; and
- 5 • \$20,184.34 to the Aggrieved Employees.
- 6 e) The Court hereby confirms Joshua S. Falakassa, Esq. of Falakassa Law, P.C. and
- 7 Mehrdad Bokhour, Esq. of Bokhour Law Group, P.C. as Plaintiff's Counsel.
- 8 f) The Defendant shall have no further liability for costs, expenses, interest, attorneys'
- 9 fees, or for any other charge, expense, or liability, except as provided in the Settlement
- 10 Agreement.
- 11 g) The Court further orders adjudges and decrees that the Allegedly Aggrieved
- 12 Employees (as defined in the Settlement Agreement) fully release and discharge Defendant Leach
- 13 International Corporation along with the Released Parties, of the representative claims for civil
- 14 penalties pursuant to the terms set forth in the Settlement Agreement.

15 **IT IS SO ORDERED.**

16 DATED: 10-7-21


HON. WILLIAM D. CLASTER
JUDGE OF THE SUPERIOR COURT

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1 **PROOF OF SERVICE**

2 **STATE OF CALIFORNIA, COUNTY OF LOS ANGELES**

3 I am employed in the County of Los Angeles, State of California. I am over the age of
4 eighteen years and not a party to the within action; my business address is 1901 Avenue of the
Stars, Suite 450, Los Angeles, California 90067.

5 On September 30, 2021, I served the following document(s) described as **[PROPOSED]**
6 **ORDER GRANTING APPROVAL OF PAGA SETTLEMENT** on the interested parties in
this action by placing true copies thereof enclosed in sealed envelopes addressed as follows:

7 Shareef S. Farag, Esq.
8 sfarag@bakerlaw.com
Vartan S. Madovan, Esq.
9 vmadovan@bakerlaw.com
Carter L. Norfleet, Esq.
10 cnorfleet@bakerlaw.com
Baker Hostetler
11 11601 Wilshire Boulevard, Suite 1400
Los Angeles, California 90025

12 **Counsel for defendant Leach**
13 **International Corporation**

14 **BY MAIL:** I caused such envelope to be deposited in the mail at Los Angeles, California.
15 The envelope was mailed with postage thereon fully pre-paid. I am readily familiar with the firm's
16 practice of collection and processing of correspondence for mailing. Under that practice, the
correspondence is deposited with the U.S. Postal Service on that same day in the ordinary course
of business.

17 I declare under penalty of perjury under the laws of the State of California that the
foregoing is true and correct.

18 Executed on September 30, 2021, at Los Angeles, California.

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20 /s/ Carlos Garcia
21 Carlos Garcia
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