

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

OCT 07 2021

BY 
JESSICA MORALES, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO

AARON COLONELLI and DAVID
MANCERA, individually and on behalf of all
others similarly situated,

Plaintiff,

v.

PANASONIC AVIONICS CORPORATION;
and DOES 1-100, inclusive,

Defendants.

CASE NO.: CIVDS2004284
[Unlimited Jurisdiction]

*Assigned for all purposes to the Honorable
David Cohn, Department S-26*

**REVISED [~~PROPOSED~~] ORDER
GRANTING FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
ENTERING JUDGMENT**

Date: October 1, 2021
Time: 10:00 a.m.
Dept: S26

1 This matter came on for hearing on October 1, 2021, at 10:00 a.m., in Department S26 of
2 the above-captioned Court on the unopposed Motion for Final Approval of Class Action
3 Settlement pursuant to California Rule of Court 3.769, this Court's Order Granting Preliminary
4 Approval dated April 29, 2021, and the Stipulation of Class Action and PAGA Settlement and
5 Release ("Settlement Agreement") between Plaintiffs on behalf of themselves and all others
6 similarly situated and Defendant, a copy of which was filed in conjunction with the Plaintiff's
7 Motion for Preliminary Approval of Class Action Settlement.

8 Having received and considered the Settlement Agreement, the supporting papers filed by
9 the Parties, and the evidence and argument received by the Court in conjunction with the
10 unopposed Motion for Preliminary Approval of Class Action Settlement heard April 29, 2021 and
11 the instant Motion for Final Approval, the Court grants final approval of the Settlement and
12 HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

13 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to
14 each Settlement Class Member by first-class mail. These papers informed the Settlement Class
15 of the terms of the Settlement, their right to receive an Individual Settlement Payment, their right
16 (a) to comment on or object to the Settlement, (b) to request exclusion from the Settlement and
17 pursue their own remedies, and (c) of their right to appear in person or by counsel at the final
18 approval hearing and to be heard regarding approval of the Settlement. Adequate periods of time
19 were provided by each of these procedures. No member of the Class filed written objection to
20 the proposed Settlement as part of this notice process or stated an intention to appear at the final
21 approval hearing.

22 2. The Court finds and determines that this notice procedure afforded adequate
23 protections to Settlement Class Members and provides the basis for the Court to make an informed
24 decision regarding approval of the Settlement based on the responses of the Settlement Class.
25 The Court finds and determines that the notice provided in this case was the best notice
26 practicable, which satisfied the requirements of law and due process.

27 3. With respect to the Settlement Class and for purposes of approving this Settlement
28 only, this Court finds and concludes that: (a) the members of the Settlement Class are

ascertainable and so numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined community of interest among members of the Settlement Class with respect to the subject matter of the Action; (c) the claims of Class Representatives Aaron Colonelli and David Mancera are typical of the claims of the members of the Settlement Class; (d) the Class Representative has fairly and adequately protected the interests of the members of the Settlement Class; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiffs in their individual and representative capacities for the Class.

4. The Court has certified a Settlement Class, as that term is defined in and by the terms of the Settlement Agreement as all individuals currently or formerly working for Defendant in the State of California as non-exempt employees, and Customer Performance Center ("CPC") and Program Administrator employees classified as exempt employees who Plaintiffs allege were misclassified by Defendant as exempt employees whose job duties and/or salary did not meet the test for exempt classification at any time during the Class Period of February 13, 2016, through March 1, 2021. The Court deems this definition sufficient for purposes of California Rule of Court 3.765(a).

5. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

6. The Court hereby confirms Plaintiffs Aaron Colonelli and David Mancera as the Class Representatives in this Action.

7. The Court finds and determines that the terms set forth in the Settlement Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement according to its terms, having found that the Settlement was reached as a result of informed and non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds that the Parties conducted extensive investigation, research, and discovery and that their attorneys were able to reasonably evaluate their respective positions. The Court also finds that the Settlement will enable the Parties to avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has

1 reviewed the monetary recovery provided as part of the Settlement and recognizes the significant
2 value accorded to the Class.

3 8. The Court further finds and determines that the terms of the Settlement are fair,
4 reasonable and adequate to the Settlement Class and to each Settlement Class Member and that
5 the Settlement is ordered finally approved, and that all terms and provisions of the Settlement
6 should be and hereby are ordered to be consummated.

7 9. The Court finds and determines that the Individual Settlement Payments to be paid
8 to participating Settlement Class Members as provided for by the Settlement are fair and
9 reasonable. The Court hereby gives final approval to and orders the payment of those amounts
10 be made to the participating Settlement Class Members in accordance with the Settlement
11 Agreement.

12 10. The Court finds and determines that payment to the California Labor and
13 Workforce Development Agency of \$30,000.00 as its share of the settlement of civil penalties in
14 this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and orders
15 that the payment of that amount be paid in accordance with the Settlement Agreement.

16 11. The Court finds and determines that the fees and expenses in administering the
17 Settlement incurred by Phoenix Settlement Administrators, in the amount of \$8,950.00, are fair
18 and reasonable. The Court hereby gives final approval to and orders that the payment of that
19 amount in accordance with the Settlement.

20 12. The Court finds and determines the Class Representative Enhancement Awards
21 of \$10,000.00 to each Plaintiff are fair and reasonable. The Court hereby orders the
22 Administrator to make these payments to the Plaintiffs/Class Representatives in accordance with
23 the terms of the Settlement Agreement.

24 13. Pursuant to the terms of the Settlement, and the authorities, evidence and
25 argument submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees
26 in the sum of \$316,666.67 and litigation costs of \$14,067.48. The Court finds such amounts to
27 be fair and reasonable. The Court hereby orders the Settlement Administrator to make these
28 payments in accordance with the terms of the Settlement Agreement.

1 14. In accordance with California Rule 3.771(b), the Parties are ordered to give
2 notice of this Judgment to all Class Members through mailing of the settlement checks.

3 15. Without affecting the finality of this order or the entry of judgment in any way,
4 the Court retains jurisdiction of all matters relating to the interpretation, administration,
5 implementation, effectuation, and enforcement of this order and the Settlement.

6 16. Neither Defendants nor any related persons or entities shall have any further
7 liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability,
8 except as provided for by the Settlement Agreement.

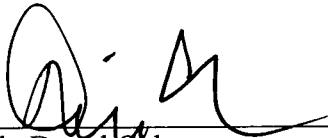
9 17. Nothing in this order shall preclude any action to enforce the Parties' obligations
10 under the Settlement or under this order, including the requirement that Defendant makes
11 payment to the participating Settlement Class Members in accordance with the Settlement.

12 18. Upon completion of administration of the Settlement, the Settlement
13 Administrator will provide written certification of such completion to the Court and counsel for
14 the Parties which shall be filed with the Court five (5) court days before the non-appearance
15 compliance hearing set for **November 9, 2022 at 9 a.m.**, in Dept. S26.

16 19. The Court hereby enters final judgment in accordance with the terms of the
17 Settlement Agreement, the Order Granting Preliminary Approval of Class Action Settlement
18 filed on April 29, 2021, and this Order.

19 20. The Parties will bear their own costs and attorneys' fees except as otherwise
20 provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation
21 costs.

22 DATED: 10/7/21, 2021

23 
Honorable David Cohn
24 JUDGE OF THE SUPERIOR COURT
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