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12 Attorneys for Plaintiff Alfonso C. Morales

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

JUL 26 2022

BY 
JESSICA MORALES, DEPUTY

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

ALFONSO C. MORALES, individually, and on
behalf of all others similarly situated,

Plaintiff,

vs.

PRECISION AEROSPACE CORPORATION, a
California corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: CIV-DS2006541

*Assigned for All Purposes to the Honorable
David Cohn, Dept S-26*

**[PROPOSED] ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT**

*[Filed with the Memorandum of Points and
Authorities, Declaration of Kane Moon, and
Declaration of Madely Nava on behalf of the
settlement administrator, and Declaration of
Alfonso Morales]*

FINAL APPROVAL HEARING

Date: July 26, 2022

Time: 10:00 a.m.

Dept.: S-26

**[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS ACTION SETTLEMENT**

1 On March 24, 2022, this Court issued an Order Granting Preliminary Approval of Class
2 Action Settlement. Plaintiff Alfonso Morales ("Plaintiff") now seeks an order granting final
3 approval of the Class Action Settlement (collectively the "Settlement"), attached to the
4 Declaration of Kane Moon in Support of Plaintiff's Motion for Final Approval of Class Action
5 Settlement as Exhibit 1.

6 Due and adequate notice having been given to the Settlement Class Members, as
7 defined below, and the Court having considered Plaintiff's Notice of Motion and Motion for
8 Final Approval of Class Action Settlement ("Motion"), the supporting declarations and
9 exhibits thereto, all papers filed and proceedings had herein, and the absence of any written
10 objections received regarding the proposed settlement, and having reviewed the record in the
11 Action, and good cause appearing,

12 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

13 The Court, for purposes of this Final Order and Judgment, refers to all defined terms as
14 set forth in the Settlement.

15 The Court has jurisdiction over all claims asserted in the Action, Plaintiff, the
16 Settlement Class Members, and Defendant Precision Aerospace Corporation ("Defendant").

17 The Court finds that the Settlement appears to have been made and entered into in
18 good faith and hereby approves the settlement subject to the limitations on the requested fees
19 and enhancements as set forth below.

20 Plaintiff and all Settlement Class Members, shall have, by operation of this Final Order
21 and Judgment, fully, finally, and forever released, relinquished, and discharged Defendants
22 from all Released Claims as stated in the Settlement and reproduced here:

23 The Parties shall bear their own respective attorneys' fees and costs, except as
24 otherwise provided for in the Settlement and approved by the Court.

25 Solely for purposes of effectuating the settlement, the Court finally certified the
26 following Class: All current and former non-exempt employees of Defendant who worked for
27 Defendant in California at any time from March 5, 2016 through January 17, 2022.

28 No Class Members have objected to the terms of the Settlement. One Class Member

1 has requested exclusion from the Settlement.

2 Class Members, other than the class member who requested exclusion from the
3 settlement, make the following release:

4
5 **Identity of Released Parties.** The released parties are Defendant, and each of
6 its/their former and present direct and/or indirect owners, dba's, affiliates,
7 parents, subsidiaries, brother and sister corporations, divisions, related
8 companies, successors and predecessors, and current and former employees,
9 attorneys, officers, directors, shareholders, owners, trustees, attorneys,
10 fiduciaries, investment bankers, accountants, beneficiaries, subrogees,
11 executors, partners, privies, agents, servants, insurers, reinsurers,
12 representatives, administrators, employee benefit plans, HR providers, payroll
13 providers, and assigns of said entities (collectively "Releasees")

14 **Date Release Becomes Active.** The Released Claims and Released PAGA
15 Claims will be released upon the later of (1) the Settlement's Effective Date, or
16 (2) the satisfaction of Defendant's obligation to provide to the Settlement
17 Administrator a sum in the amount required to satisfy all required payments and
18 distributions pursuant to this Settlement and the Order and Judgment of final
19 approval. Class Members will not release the Released Claims or Released
20 PAGA Claims until both the Effective Date of the Settlement has occurred, and
21 Defendant has paid all amounts owing under the Settlement.

22 **Claims Released by Settlement Class Members.** Each and every Class Member, on behalf
23 of himself or herself and his or her heirs and assigns, unless he or she has submitted a
24 timely and valid Request for Exclusion (which will not effectuate an opt-out from the
25 release of Released PAGA Claims), hereby releases Releasees from the following claims
26 for the entire Class Period:

- 27 1) any and all claims stated in the Action, or that could have been
28 stated based on the facts alleged in the Action, including but not
limited to all state and federal wage and hour claims (including all
claims under the California Labor Code and FLSA) for unpaid
wages, minimum wage, overtime, off-the-clock work, meal periods,
rest periods, unreimbursed business expenses, wage statement
violations, interest, penalties, and attorneys' fees, waiting time
penalties, withholding from wages and the related provisions of the
Labor Code including but limited to Labor Code §§ 201-204, 210,
216, 218.6, 226, 226.3, 226.7, 510, 512, 512.5, 558, 1174.5, 1194,

1194.2, 1197.1, 1198, 2802, 2698, derivative claims under California Business & Professions Code §§ 17200 et seq., and all claims under the governing Wage Order, and FLSA ("Released Claims");

2) as to any Class Member who cashes their Settlement Payment, the Settlement Administrator shall include language on the Settlement Payments that informs the Class Members that the signing and negotiation of that check shall serve as the Class Member's consent to join the Action for purposes of releasing all claims arising under the Fair Labor Standards Act that are alleged in the Action or related to the claims stated or that could have been stated in the Action, implicitly or explicitly;

(d) **Claims Released by the Class, Including PAGA Employees.** All Class Members, including all PAGA Employees, release the Released PAGA Claims, regardless of whether they have requested exclusion from the Settlement as to Class claims.

The Notice provided to the Class conforms with the requirements of California Rules of Court 3.766 and 3.769, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the Class Members. The Notice fully satisfies the requirements of due process.

The Court finds the Gross Settlement Fund, the Net Settlement Fund, and the methodology used to calculate and pay each Settlement Class Member's Allocation Amount are fair and reasonable, and authorizes the Settlement Administrator to pay the Settlement Shares to the Settlement Class Members in accordance with the terms of the Settlement.

Defendant shall pay the total of \$900,000.00 to resolve this litigation. Defendant will fund the settlement account thirty (30) days after the Effective Date. The Settlement

1 Administrator shall cause the Settlement Payments to be mailed to the Class Members within
2 fourteen (14) calendar days of the receipt of funding. Thereafter, Settlement Allocation
3 Amounts shall be distributed to Settlement Class Members shall be effected pursuant to the
4 terms of the Settlement.

5 From the Gross Fund Value, \$101,250.00 shall be paid to the California Labor and
6 Workforce Development Agency, representing 75% of the penalties awarded under the terms
7 of the Settlement and Amendment pursuant to the Labor Code Private Attorneys General Act
8 of 2004, California Labor Code section 2698, et seq.

9 The Court hereby approves an incentive payment in the amount of \$7,500.00 to
10 Alfonso Morales for his service as class representative and for his agreement to release
11 claims.

12 The Court hereby confirms Kane Moon, Allen Feghali, and Enzo Nabiev of Moon &
13 Yang, APC as Class Counsel.

14 From the Gross Settlement Fund, Class Counsel is awarded \$300,000.00 for their
15 reasonable attorneys' fees and ^{423,212.54}~~\$23,962.56~~ for their reasonable costs incurred in the Action.
16 The fees and costs shall be distributed to Class Counsel as set forth in the Settlement. The
17 Court finds that the fees are reasonable in light of the benefit provided to the Class.

18 The Court approves Settlement Administration Costs in the amount of \$9,750.00. Such
19 costs shall be paid from the Gross Settlement Fund to ILYM Group, Inc.

20 The Parties are ordered to have notice of this Order and Judgment sent to all Class
21 Members in accordance with CRC 3.771 (b) along with settlement payments issued via first
22 class mail to all participating Class Members at their last known addresses, and to the LWDA
23 pursuant to Labor Code § 2699(1)(3);

24 This Judgment is intended to be a final disposition of the above captioned action in its
25 entirety and is intended to be immediately appealable.

26 This Court shall retain jurisdiction with respect to all matters related to the
27 administration and consummation of the Settlement, and any and all claims, asserted in,
28 arising out of, or related to the subject matter of the lawsuit, including but not limited to all

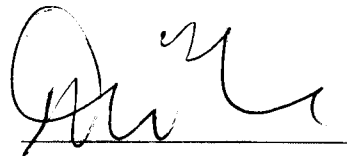
1 matters related to the Settlement and the determination of all controversies relating thereto.

2 Plaintiff's Motion for Final Approval of Class Action Settlement is hereby granted, and
3 the Court directs that Judgment shall be entered in accordance with the terms of this Order.

4 The Court sets a Non-Appearance Hearing (Case Review) Re: Distribution on
5 7/26/23, 2023 at 9:00 am in Department S26. Class Counsel is ordered to file a final
6 report and declaration regarding distribution no later than 10 days before.

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8 **IT IS SO ADJUDGED.**

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11 DATE:



12 Hon. David Cohn

13 Judge of San Bernardino County Superior Court
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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the county of Los Angeles, State of California. I am over the age of 18 and not a party to the within action; my business address is 1055 W. Seventh St., Suite 1880, Los Angeles, California 90017. On June 30, 2022, I served the foregoing document described as:

**[PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS ACTION SETTLEMENT**

X by placing ___ the original X a true copy thereof enclosed in sealed envelope(s) addressed as follows:

DANIEL R. GUTENPLAN
Email: dgutenplan@enensteinlaw.com
JESSE K. BOLLING
Email: jbolling@enensteinlaw.com
LAUREN B. SHELBY
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**Attorneys for Defendant
Precision Aerospace Corporation**

[X] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service **CASE ANYWHERE**. I did not receive an error message.

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

Executed this **June 30, 2022** at Los Angeles, California.

Janelle Jickain
Type or Print Name


Signature