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Attorneys for Plaintiff VERNELL BATTLE, JR., on behalf of himself and others

SUPERIOR COURT OF CALIFORNIA

FOR THE COUNTY OF ORANGE – CIVIL COMPLEX CENTER

VERNELL BATTLE, JR., on behalf of himself
and other similarly-situated employees,

Plaintiff,

vs.

SAFRAN CABIN, INC., a Delaware
Corporation; and DOES 1 through 25, inclusive,

Defendants.

CASE NO. 30-2020-01140831-CU-OE-CXC
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Peter J. Wilson
Department CX 101

CLASS ACTION

**NOTICE OF ENTRY OF ORDER
GRANTING FINAL APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT AND ENTERING
JUDGMENT**

Complaint filed: May 26, 2020
Trial date: Not set

1 TO: ALL PARTIES AND THEIR COUNSEL OF RECORD, AND TO THE LABOR AND
2 WORKFORCE DEVELOPMENT AGENCY:

3 NOTICE IS GIVEN that on June 7, 2023, the Court issued an Order Granting Final Approval of
4 Class and PAGA Action Settlement and Entering Judgment, ("Order"), in the above-captioned matter.
5 A true and correct copy of this Order is attached as Exhibit 1.

6 NOTICE IS FURTHER GIVEN that a Final Accounting hearing has been set for April 5, 2024 at
7 9:00 a.m. in Department CX-101. A final accounting declaration/report shall be filed no later than ten
8 (10) calendar days prior to the hearing to confirm that settlement distribution efforts are complete.

9 Respectfully submitted,

10 COHELAN KHOURY & SINGER
11 DAVTYAN LAW FIRM, INC.

12 Dated: June 7, 2023

13 By: 

14 Issam C. Khoury
15 Attorneys for Plaintiff Vernell Battle, Jr.

EXHIBIT 1

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CLASS ACTION

**ORDER GRANTING
FINAL APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT AND ENTERING
JUDGMENT**

(Related to ROA #231)

Complaint filed: May 26, 2020

1 This matter came on for hearing on June 1, 2023 in Department CX-101 of the above-
2 captioned Court on Plaintiff's Motion for Order Granting Final Approval of Class and PAGA Action
3 Settlement and Entering Judgment ("Motion") pursuant to California Rule of Court 3.769, the Court's
4 Order Granting Preliminary Approval of Class and PAGA Action Settlement (ROA #211), and the
5 Joint Stipulation of Class Action and PAGA Settlement and Release filed as Exhibit A to the
6 Declaration of Isam C. Khoury on August 8, 2022 (ROA #140) and the Addendum to Joint
7 Stipulation of Class Action and PAGA Settlement and Release filed as Exhibit B to the Supplemental
8 Declaration of Isam C. Khoury on December 22, 2022 (ROA #191) (collectively, "Agreement").

9 Having received and considered the Agreement, the supporting papers filed by the Parties,
10 and the evidence and argument received by the Court in conjunction with the Motion for Preliminary
11 Approval of Class Action Settlement, and the supporting papers, and evidence and argument received
12 by the Court in conjunction with the Motion for Order Granting Final Approval of Class and PAGA
13 Action Settlement and Entering Judgment, the Court grants final approval of the Settlement and

14 **ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:**

15 1. Pursuant to the Preliminary Approval Order dated January 10, 2023, a Notice of
16 Class Action Settlement ("Settlement Notice"), in English, Spanish and Vietnamese, was sent to each
17 Class Member by first-class United States mail on March 23, 2023. The Settlement Notice informed
18 the Class of the terms of the Settlement, their right to receive a Settlement Payment without any
19 required action, their right to comment upon or object to the Settlement, and their right to appear in
20 person or by counsel at the final approval hearing and to be heard regarding approval of the
21 Settlement. Adequate periods of time were provided for each of these procedures.

22 2. Pursuant to Order of the Court dated April 26, 2023, the Settlement Administrator
23 mailed a correction notice to 239 individuals who were incorrectly included on the Class List and had
24 received Settlement Notices.

25 3. No member submitted a written objection to the proposed Settlement, stated an
26 intention to appear at the final approval hearing, or appeared at the final approval hearing.

27 4. One (1) member of the Class filed a request to be excluded from the Settlement:
28 Arvin Nguyen.

1 5. No member of the Class filed a written dispute to the Settlement.

2 6. The Court finds and determines the notice procedure afforded adequate protections
3 to the Class, was the best notice practicable, which satisfies the requirements of law and due process.

4 7. With respect to the Class and for purposes of approving this Settlement only, this
5 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous that
6 joinder of all members is impracticable; (b) there are questions of law or fact common to the Class,
7 and there is a well-defined community of interest among members of the Class with respect to the
8 subject matter of the Action; (c) the claims of the Class Representative are typical of the claims of the
9 members of the Class; (d) the Class Representative has fairly and adequately protected the interests of
10 the members of the Class; (e) a class action is superior to other available methods for an efficient
11 adjudication of this controversy; and (f) the counsel of record for Plaintiff, the Class Representative,
12 i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in his individual and representative
13 capacity for the Class.

14 8. The Court confirms certification, for settlement purposes only, of the Class: “All
15 individuals employed by Defendant in the State of California as hourly non-exempt employees at any
16 time from May 26, 2016 through January 29, 2022.”

17 9. For settlement purposes, PAGA Members are defined as: “All individuals employed
18 by Defendant in the State of California as hourly non-exempt employees at any time from April 28,
19 2019 through January 29, 2022.”

20 10. The Court finds and determines the terms set forth in the Agreement are fair,
21 reasonable, and adequate and directs the Parties to effectuate the Settlement according to the terms set
22 forth in the Agreement.

23 11. The Court further finds and determines that the terms of the Settlement are fair,
24 reasonable and adequate to the Class and to each Class Member and that the Settlement is ordered
25 finally approved, and that all terms and provisions of the Agreement should be and are ordered to be
26 consummated.

27 12. The Court finds and determines that the Settlement Payments to be paid to
28 Participating Class Members as provided for by the Settlement are fair and reasonable, and orders the

1 payment of those amounts be made to the Participating Class Members in accordance with the
2 Agreement.

3 13. The Court finds and determines that the fees and expenses in administrating the
4 Settlement incurred by Simpluris, Inc. in the amount of \$19,075.00 are fair and reasonable, and
5 orders that the payment of that amount be made in accordance with the Agreement.

6 14. The Court finds and determines the Class Representative Service Payment of
7 \$7,500.00 to Plaintiff Vernell Battle, Jr. is fair and reasonable. The Court orders the Administrator to
8 make this payment to the Plaintiff Vernell Battle, Jr. in accordance with the terms of the Agreement.

9 15. The Court finds and determines the PAGA Payment in the amount of \$187,500.00 to
10 be paid to the California Labor and Workforce Development Agency ("LWDA") representing the
11 75% share of the \$250,000.00 for civil penalties is fair, adequate and reasonable. The Court grants
12 final approval to and orders that amount be paid in accordance with the Agreement.

13 16. The Court awards Class Counsel attorneys' fees of \$1,472,850.00 (to be apportioned
14 66 2/3% to Cohelan Khoury & Singer and 33 1/3% to Davtyan Law Firm, Inc.) and litigation costs of
15 \$15,876.42 [\$79.95 has been deducted for postage and copies pursuant to *Ladas v. California State*
16 *Auto. Assn.* (1993) 19 Cal.App.4th 761, 776 and CCP § 1033.5] (\$15,403.92 to Cohelan Khoury &
17 Singer and \$472.50 to Davtyan Law Firm, Inc.). The Court finds such amounts to be fair and
18 reasonable. The Court orders the Administrator to make these payments in accordance with the terms
19 of the Agreement.

20 17. Without affecting the finality of this Order or the entry of judgment in any way, the
21 Court retains jurisdiction of all matters relating to the interpretation, administration, implementation,
22 effectuation, and enforcement of this Order and the Agreement.

23 18. Neither Defendant nor any related persons or entities shall have any further liability
24 for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as
25 provided for by the Agreement.

26 19. The Settlement is not an admission of liability by Defendant or any of the other
27 Released Parties, nor is this Judgment a finding any claims in the Actions against Defendant or any of
28 the other Released Parties is valid. Neither this Judgment, nor the Settlement, may be construed as,

1 or used as an admission of any fault, wrongdoing or liability whatsoever by Defendant or any
2 Released Party. The entering into or carrying out of the Settlement, and any related negotiations, shall
3 not be offered in evidence against Defendant or any Released Party in any action or proceeding in any
4 court, administrative agency or other tribunal for any purpose other than to enforce this Judgment, the
5 Settlement, or any related agreement or release. Notwithstanding these restrictions, any Released
6 Party may file in the Action or any other proceeding, this Judgment, the Settlement, or any other
7 papers on file in the Action as evidence of the Settlement and to support a defense of res judicata,
8 collateral estoppel, release, waiver or other theory of claim preclusion, issue preclusion or similar
9 defense to the released claims.

10 20. Nothing in this Order shall preclude any action to enforce the Parties' obligations
11 under the Agreement or this Order, including the requirement Defendant make payments to the
12 Participating Class Members in accordance with the Settlement.

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

15 22. The Court enters final judgment in accordance with the terms of the Agreement, the
16 Court's Preliminary Approval Order, and this Order.

17 23. The Court orders the Settlement Administrator to post this Order and the Judgment
18 on its website: <https://www.simpluris.com/case-search/>. The Order is to remain on the website until
19 after the Final Accounting Hearing, and the Judgment is to remain on the website for 90 days after its
20 entry.

21 24. Pursuant to Labor Code section 2699(1)(3), Plaintiff shall submit a copy of this Order
22 and Judgment to the California Labor and Workforce Development Agency within 10 days after entry
23 of the Judgment.

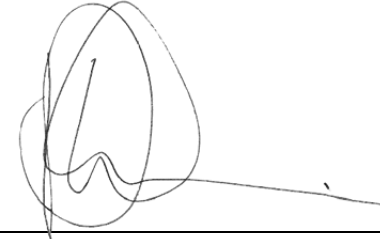
24 25. The Court sets a Final Accounting hearing for April 5, 2024 at 9:00 a.m. in
25 Department CX-101. A final accounting declaration/report shall be filed no later than ten (10)
26 calendar days prior to the hearing to confirm that settlement distribution efforts are complete.

27 26. Assuming full compliance with the Agreement and this Order by the final
28 accounting hearing, the Court will enter a final Judgment after the final accounting hearing.

1 27. The Judgment once entered shall constitute a judgment for purposes of
2 California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in this Order,
3 judgment shall be entered within the meaning and for purposes of Code of Civil Procedure §§ 577
4 and 904.1(a), and the Plaintiff/Class Representative and all Class Members shall take nothing
5 from Defendant Safran Cabin, Inc. except as expressly set forth in the Agreement.

6
7 IT IS SO ORDERED.

8
9 Date: June 7, 2023

A handwritten signature in black ink, appearing to read 'P. J. Wilson', is written over a horizontal line.

Hon. Peter J. Wilson
Judge of the Superior Court