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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO

DAMONT RICHARDSON and RAOOF
SAYAD, individuals, on behalf of themselves
and others similarly situated,

Plaintiff(s),

v.

PEGASUS AVIATION SERVICES, LLC;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO. 21-CIV-00292

[Case Assigned for All Purposes to Hon.
Danny Y. Chou in Dept. 22]

[PROPOSED] JUDGMENT

Date: September 29, 2022

Time: 9:00 a.m.

Dept.: 22

Complaint Filed: January 21, 2021

FAC Filed: March 29, 2021

Trial Date: None Set

1 This matter came on for hearing upon the application of the Plaintiffs for approval of the
2 settlement set forth in the Stipulation of Settlement (“Settlement Agreement”) in this matter. Due
3 and adequate notice having been given to the Class, and the Court having considered the
4 Settlement Agreement, all papers filed and proceedings had herein, and all oral and written
5 comments received regarding the proposed settlement, and having reviewed the record in this
6 litigation, and good cause appearing for issuance of this order,

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

8 1. The Court, for purposes of this Judgment, adopts all defined terms as set
9 forth in the Settlement Agreement.

10 2. The Court has jurisdiction over the subject matter of the Litigation and the
11 Class Representatives, the Members of the Class, and Defendant.

12 3. The Court finds that the distribution of the Notice as provided for in the
13 Order Granting Preliminary Approval constituted the best notice practicable under the
14 circumstances to all Persons within the definition of the Class, and fully met the requirements of
15 due process under California law. Based on evidence and other material submitted in conjunction
16 with the Settlement Hearing, the actual notices to the Class were adequate.

17 4. The Court finds that the Litigation presented a good faith dispute over the
18 payment of wages, and the Court finds in favor of settlement approval.

19 5. The Court approves the settlement of the above-captioned action, as set
20 forth in the Settlement Agreement, including the releases and other terms set forth in the
21 Settlement Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The
22 Settling Parties are directed to perform in accordance with the terms set forth in the Settlement
23 Agreement. The Settling Parties are to bear their own costs, except as otherwise provided in the
24 Settlement Agreement.

25 6. Those Persons (identified in Exhibit 1 hereto) who have validly and timely
26 requested exclusion from the Class shall not be bound by the terms of this Judgment.

27 7. Solely for purposes of effectuating this settlement, this Court has certified a
28 class consisting of all Settlement Class Members, as that term is defined the Settlement

Agreement, and the Court deems this definition sufficient for purposes of due process and California Code of Civil Procedure section 382 as well as California Rules of Court rule 3.764.

8. For purposes of approving this settlement only, this Court finds and concludes that: (a) Settlement Class Members 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 Settlement Class Members with respect to the subject matter of the Litigation; (c) the claims of the Class Representatives are typical of the claims of the Settlement Class; (d) the Class Representatives have fairly and adequately protected the interests of the Settlement Class; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for the plaintiffs in their individual and representative capacities and for the Settlement Class.

9. By this Judgment, subject to the occurrence of the Effective Date as defined in the Settlement Agreement, the Class Representatives shall release, relinquish, and discharge, and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims (including Unknown Claims).

10. Neither the Stipulation nor the Settlement Agreement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or Settlement Agreement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of Defendant; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of Defendant in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. In the event that the Effective Date does not occur, Defendant shall not be estopped or otherwise precluded from contesting class or collective action certification in the Litigation on any grounds. Defendant may file the Settlement Agreement and/or the Judgment from the Litigation in any other action that may be brought against it or any Released Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any theory of

1 claim preclusion or issue preclusion or similar defense or counterclaim.

2 11. All Settlement Class Members are entitled to payment pursuant to this
3 Judgment. Any checks that remain uncashed after 120 days shall be cancelled and the funds
4 associated with such checks shall be distributed to the State Controller's Office Unclaimed
5 Property Fund in the name of the Settlement Class Member/Aggrieved Employee. Settlement
6 Class Members who fail to negotiate their settlement checks in a timely fashion shall remain
7 subject to the terms of this Judgment.

8 12. As contemplated by the Settlement Agreement, Class Counsel have filed a
9 motion for approval of certain fees, costs, and enhancement payments, and the Court has approved
10 the following payments: (a) total attorneys' fees of \$127,119.05 in this matter – allocated and
11 payable to Class Counsel Kingsley & Kingsley in the amount of \$108,333.33 and to Class Counsel
12 Mayall Hurley P.C. in the amount of \$18,333.33; (b) total allowable costs in this matter in the
13 amount of \$21,134.93 – allocated and payable to Class Counsel Kingsley & Kingsley in the
14 amount of \$20,030.88 and to Mayall Hurley P.C. in the amount of \$1,104.05; (c) enhancement
15 awards in the total amount of \$8,000.00 to the Class Representatives – allocated and payable to
16 Class Representative Damont Richardson in the amount of \$5,000.00 and to Class Representative
17 Raoof Sayad in the amount of \$3,000.00, to reimburse them for their unique services and
18 execution of general releases; and (d) an award of civil penalties recovered under the Private
19 Attorneys' General Act in the amount of \$20,000.00, of which 75% or \$15,000.00 shall be
20 distributed to the California Labor and Workforce Development Agency as set forth in Cal. Lab.
21 Code § 2699(i). The Court finds that such amounts, and Defendant's agreement to pay such
22 amounts, are fair and reasonable. Defendant, through the Claims Administrator, is directed to
23 make such payments out of the Maximum Settlement Amount in accordance with the terms of the
24 Settlement Agreement.

25 13. The Court reserves exclusive and continuing jurisdiction over the Litigation,
26 the Class Representatives, the Class, and Defendant for the purposes of supervising the
27 implementation, enforcement, construction, administration and interpretation of the Settlement
28 Agreement and this Judgment.

14. This document shall constitute a judgment for purposes of California Code of Civil Procedure section 577.

IT IS SO ORDERED.

DATED: _____, 2022

The Honorable Danny Chou
Judge, San Mateo Superior Court

(PROOF OF SERVICE)
[CCP 1013(a)(3)]
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 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On August 31, 2022, I served all interested parties in this action the following documents described as: **[PROPOSED] JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

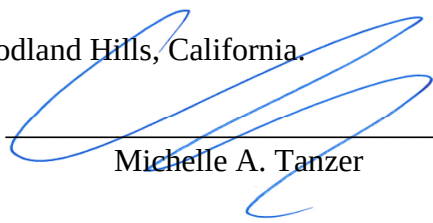
Heather Hearne hdh@kullmanlaw.com The Kullman Firm, PLC 4605 Bluebonnet Blvd., Suite A Baton Rouge, LA 70809	Emil Davtyan emil@davtyanlaw.com Davtyan Law Firm, Inc. 880 E. Broadway Glendale, CA 91205 John P. Briscoe jbriscoe@mayallaw.com Mayall Hurley P.C. 2453 Grand Canal Boulevard Stockton, California 95207-8253
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[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL TRANSMISSION: I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the above email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on August 31, 2022, at Woodland Hills, California.



Michelle A. Tanzer