

HAINES LAW GROUP, APC

Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
Sean M. Blakely (SBN 264384)
sblakely@haineslawgroup.com
Alexandra R. McIntosh (SBN 320904)
amcintosh@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff

FILED
Superior Court of California
County of Los Angeles

01/30/2025

David W. Stryker, Executive Officer / Clerk of Court

By: S. Temblador Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

OSMIN CALDERON, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

DYNAMO AVIATION, INC., a California
corporation; ADP TOTALSOURCE, INC., a
Florida corporation; and DOES 1 through 20,
inclusive,

Defendants.

Case No.: 21STCV17630

*[Case assigned for all purposes to the Hon.
Alison Mackenzie, Dept. 55]*

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

Date: January 30, 2025
Time: 8:30 a.m.
Dept: 55

Action Filed: May 11, 2021
Trial Date: None Set

1 **~~PROPOSED~~ JUDGMENT AND ORDER**

2 The Motion of Plaintiff Osmin Calderon (“Plaintiff”) for Final Approval of Class Action
3 Settlement, Class Representative Enhancement Payment, and Attorneys’ Fees and Costs (“Final
4 Approval Motion”) came on regularly for hearing before this Court on January 30, 2025 at 8:30
5 a.m., pursuant to California Rule of Court 3.769 and this Court’s earlier Amended Order Granting
6 Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”). Having
7 considered the parties’ Stipulation of Settlement (“Settlement Agreement” or “Settlement”), and
8 the documents and evidence presented in support thereof, and recognizing the sharply disputed
9 factual and legal issues involved in this case, the risks of further prosecution, and the substantial
10 benefits to be received by the Settlement Class pursuant to the Settlement, the Court hereby makes
11 a final ruling that the Settlement is fair, reasonable, and adequate, and is the product of good faith,
12 arm’s-length negotiations between the parties. Good cause appearing therefor, the Court hereby
13 GRANTS Plaintiff’s Final Approval Motion and hereby ORDERS the following:

14 1. Final judgment is hereby entered in conformity with the Settlement Agreement
15 and this Final Approval Order.

16 2. The conditional class certification is hereby made final, and the Court thus
17 certifies, for purposes of the Settlement, the following Settlement Class:

18 All former non-exempt employees who worked for Defendant Dynamo
19 Aviation, Inc., in California at any time from November 2, 2018 through
20 March 16, 2023 (the “Class Period”), and who did not sign an arbitration
agreement.

21 3. Plaintiff is hereby confirmed as Class Representative. Paul K. Haines and Sean M.
22 Blakely of Haines Law Group, APC are hereby confirmed as Class Counsel.

23 4. On September 19, 2024, notice was provided to Settlement Class members as set
24 forth in the Settlement, which was approved by the Court on August 21, 2024, and the notice
25 process has been completed in conformity with the Settlement and the Court’s Preliminary
26 Approval Order. The Court finds that said notice was the best notice practicable under the
27 circumstances. The Class Notice provided due and adequate notice of the proceedings and matters
28 set forth therein, informed Settlement Class members of their rights, and fully satisfied the

requirements of California Code of Civil Procedure § 1781(e), California Rule of Court 3.769, and due process.

5. The Court finds that no Settlement Class member objected to the Settlement, that no Settlement Class members opted out of the Settlement, and that the 100% participation rate in the Settlement supports final approval.

6. The Court hereby approves the settlement as set forth in the Settlement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement according to its terms.

7. For purposes of settlement only, the Court finds 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 litigation; (c) the claims of the Class Representative are typical of the claims of the Settlement Class members; (d) the Class Representative has fairly and adequately protected the interests of the Settlement Class members; (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 Class Representative and the Settlement Class.

8. The Court finds that given the absence of objections to the Settlement, this Order shall be considered final as of the date of entry.

9. The Court finds that the Individual Settlement Payments, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the Individual Settlement Payments in conformity with the terms of the Settlement.

10. The Court orders Defendant Dynamo Aviation, Inc. ("Defendant") to deposit the Maximum Settlement Amount of \$250,625.00 with the Settlement Administrator, Phoenix Settlement Administrators, within thirty (30) calendar days of the Effective Date.

11. The Court finds that an Enhancement Payment in the amount of \$7,500.00 to Plaintiff is appropriate for his risks undertaken and his service to the Settlement Class. The Court finds that this payment is fair, reasonable, and adequate, and orders that the Settlement

1 Administrator make this payment in conformity with the terms of the Settlement.

2 12. The Court finds that attorneys' fees in the amount of \$83,541.67 and litigation
3 costs of \$24,193.06 for Class Counsel are fair, reasonable, and adequate in light of the common
4 fund created by the Settlement, and orders that the Settlement Administrator distribute these
5 payments to Class Counsel in conformity with the terms of the Settlement.

6 13. The Court orders that the Settlement Administrator shall be paid \$10,000.00 from
7 the Maximum Settlement Amount in conformity with the terms of the Settlement, for all of its
8 work done and to be done until the completion of this matter and finds that sum appropriate.

9 14. The Court finds that the payment to the California Labor & Workforce
10 Development Agency ("LWDA") in the amount of \$15,000.00 for its share of the settlement of
11 Plaintiff's representative claim under the PAGA is fair, reasonable, and adequate, and orders the
12 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
13 of the Settlement.

14 15. This Court orders that any funds remaining unclaimed after 180 days shall be
15 distributed to the Controller of the State of California to be held pursuant to the Unclaimed
16 Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class member
17 and PAGA Group member to whom the check was issued, until such time that they claim their
18 property.

19 16. Upon the Effective Date and the complete funding of the Maximum Settlement
20 Amount, Plaintiff and every member of the Settlement Class (except as to the PAGA claims
21 specified below) will fully release and discharge Defendant, and all of its past and present officers,
22 directors, shareholders, employees, agents, principals, heirs, representatives, accountants,
23 auditors, consultants, and their respective successors and predecessors in interest, subsidiaries,
24 affiliates, parents, and attorneys (collectively, the "Released Parties") of all claims, demands,
25 rights, liabilities, and causes of action that were pled in the operative First Amended Class Action
26 Complaint ("FAC"), or which could have been pled in the FAC based on the factual allegations
27 therein, that arose during the Class Period, including claims for: (a) failure to pay all minimum
28 wages; (b) failure to pay all overtime wages; (c) failure to provide meal periods as required by

1 law; (d) failure to authorize rest periods as required by law; (e) failure to pay employees all wages
2 owed at the time of their separation from employment; (f) failure to provide accurate, itemized
3 wage statements; (g) failure to reimburse employees for necessary business expenditures; (h)
4 failure to permit inspection of personnel and payroll records; and (i) all claims for unfair business
5 practices that could have been premised on the facts, claims, causes of action or legal theories
6 described above (the “Class Released Claims”). The period of the Class Released Claims shall
7 extend to the limits of the Class Period. In addition, all PAGA Group members who worked for
8 Defendant at any time during the period from January 8, 2020 through March 16, 2023 (the
9 “PAGA Period”) are “Aggrieved Employees” and shall release the Released Parties from all
10 claims for civil penalties under PAGA arising during the PAGA Period as disclosed in Plaintiff’s
11 Notification Letter to the LWDA and any later amended PAGA letter in the PAGA Period and as
12 alleged by Plaintiff or could have been alleged by Plaintiff under Labor Code § 2699.3 for claims
13 during the PAGA Period as alleged in the FAC or that could have been based on the factual
14 allegations in the FAC (“the PAGA Released Claims”).

15 17. This document shall constitute a final judgment pursuant to California Rule of
16 Court 3.769(h), which provides, “If the court approves the settlement agreement after the final
17 approval hearing, the court must make and enter judgment. The judgment must include a
18 provision for the retention of the court’s jurisdiction over the parties to enforce the terms of the
19 judgment. The court may not enter an order dismissing the action at the same time as, or after,
20 entry of judgment.” The Court will retain jurisdiction to enforce the Settlement, the Final
21 Approval Order, and this Judgment.

22 ///

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 18. Plaintiff shall file a Final Disbursement Declaration on or before January 30, 2026.

2 19. An OSC re Dismissal is set for February 6, 2026 at 8:30 a.m. in Dept. 55.

3 **IT IS SO ORDERED.**



A handwritten signature in black ink, appearing to read "Alison Mackenzie", is written over the seal.

4
5 Dated: January 30, 2025

Alison Mackenzie / Judge

Hon. Alison Mackenzie
Judge of the Superior Court