

FILED
Superior Court of California
County of Los Angeles

09/19/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: T. Lewis Deputy

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ANDRÉS PAYAN

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

ANDRES PAYAN, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

AIRCRAFT COMPONENT REPAIR, INC. a

California corporation; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 21STCV04846

*[Assigned for all purposes to the Hon. David S.
Cunningham, Dept. SSC-11]*

[REVISED PROPOSED] FINAL JUDGMENT

Date: September 7, 2022

Time: 9:00 a.m.

Dept.: SSC-11

FAC filed: June 23, 2021

Complaint filed: February 5, 2021

1 This matter came on regularly for hearing before this Court on September 7, 2022,
2 pursuant to California Rule of Court 3.769 and this Court's April 6, 2022 Order Granting
3 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"). Having
4 considered the parties' Stipulation of Settlement and Addendum to Stipulation of Settlement,
5 (collectively herein "Settlement")¹ and the documents and evidence presented in support thereof,
6 and the submissions of counsel, the Court hereby ORDERS and enters JUDGMENT as follows:

7 1. Final judgment ("Judgment") in this matter is hereby entered in conformity with
8 the Settlement, the Preliminary Approval Order, and this Court's Order Granting Final Approval
9 of Class Action Settlement. The Settlement Class is defined as:

10 All current and former non-exempt, hourly employees of Defendant
11 Aircraft Component Repair, Inc. who worked at any time in California
12 between February 5, 2017 and April 6, 2022.

13 2. Plaintiff Andres Payan is hereby confirmed as Class Representative, and Scott M.
14 Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC and Paul K. Haines of
15 Haines Law Group, APC are hereby confirmed as Class Counsel.

16 3. Notice was provided to the Settlement Class as set forth in the Settlement. The
17 form and manner of notice were approved by the Court on April 6, 2022, and the notice process
18 has been completed in conformity with the Court's Order. The Court finds that said notice was
19 the best notice practicable under the circumstances. The Class Notice provided due and adequate
20 notice of the proceedings and matters set forth therein, informed Settlement Class members of
21 their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e),
22 California Rule of Court 3.769, and due process.

23 4. The Court finds that no Settlement Class member objected to the Settlement, no
24 class member has opted out of the Settlement, and that the 100% participation rate in the
25 Settlement supports final approval.

26
27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that
28 assigned to them in the Settlement.

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

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

13 7. The Court orders that Defendant Aircraft Component Repair, Inc. deposit the
14 Gross Settlement Amount of Two Hundred Nine Thousand One Hundred Dollars and Zero Cents
15 (\$209,100.00) with Simpluris, Inc., the Settlement Administrator, as provided for in the
16 Settlement.

17 8. The Court finds that the settlement payments, as provided for in the Settlement,
18 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
19 individual payments in conformity with the terms of the Settlement.

20 9. The Court finds that an incentive payment in the amount of \$5,000.00 for Plaintiff
21 Andres Payan is appropriate for his risks undertaken and service to the Settlement Class. The
22 Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement
23 Administrator make this payment in conformity with the terms of the Settlement.

24 10. The Court finds that attorneys' fees in the amount of \$69,700.00 and litigation
25 costs of \$11,554.05 for Class Counsel, are fair, reasonable, and adequate, and orders that the
26 Settlement Administrator distribute these payments to Class Counsel in conformity with the
27 terms of the Settlement.

1 11. The Court orders that the Settlement Administrator shall be paid \$2,940.00 from
2 the Gross Settlement Amount for all of its work done and to be done until the completion of this
3 matter, and finds that sum appropriate.

4 12. The Court finds that the payment to the California Labor & Workforce
5 Development Agency (“LWDA”) in the amount of \$15,000.00 for its share of the settlement of
6 Plaintiff’s representative action under the California Labor Code Private Attorneys General Act
7 (“PAGA”) is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
8 this payment to the LWDA in conformity with the terms of the Settlement.

9 13. Pursuant to the terms of the Settlement, the employer’s share of payroll taxes for
10 the portion of the Net Settlement Amount allocated to wages shall be paid by Defendant
11 separately from, and in addition to, the Gross Settlement Amount.

12 14. The Court finds and determines that upon satisfaction of all obligations under the
13 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, will
14 have released the Released Claims as set forth in the Settlement, and will be permanently barred
15 from prosecuting against Defendants any of the Released Claims pursuant to the Settlement.

16 15. Upon the date that Defendant fully funds the Gross Settlement Amount and
17 employer’s share of payroll taxes, by virtue of this Judgment, Plaintiff and each Settlement Class
18 member, fully and forever completely release and forever discharge Defendant and all of its
19 officers, directors, shareholders, managers, employees, agents, insurers, principals, heirs,
20 representatives, successors, accountants, auditors, consultants, and its respective successors and
21 predecessors in interest, subsidiaries, affiliates, parents and attorneys, (collectively the “Released
22 Parties”), from any and all claims for wages, damages, unpaid costs, penalties, liquidated
23 damages, interest, attorney fees, litigation costs, restitution, or equitable relief, which Plaintiff
24 and Settlement Class Member had, or may claim to have, against any of the Released Parties,
25 arising during the Class Period, that were pled or that could have been pled based on the factual
26 allegations set forth in the First Amended Class and Representative Action Complaint, including
27 but not limited to: claims for minimum wage violations; failure to pay overtime wages; rest
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period violations; meal period violations; failure to timely pay wages; itemized wage statement violations; waiting time penalties based on the foregoing Labor Code violations (Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 8 CAL. C. REGS. § 11130, sections 11 and 12 of IWC Wage Order No. 1); and unfair competition based on the foregoing.

16. Upon the date that Defendant fully funds the Gross Settlement Amount and employer's share of payroll taxes, Plaintiff and Settlement Class Members will be deemed to have fully released and discharged the Released Parties of and from all of the Released Claims during the Class Period.

17. Upon the date on that Defendant fully funds the Gross Settlement Amount and employer's share of payroll taxes, all PAGA Employees, which is defined as all hourly-paid or non-exempt employees who worked for Defendant in the State of California from February 5, 2020, through April 6, 2022 (including those who have opted out) will release and discharge the Released Parties from all claims, demands, rights, liabilities and causes of action under California Labor Code Private Attorneys General Act of 2004 (Labor Code section 2698 *et seq.*) as asserted in the First Amended Class and Representative Action Complaint (and as alleged in the letter to the Labor & Workforce Development Agency ("LWDA") February 8, 2021) that arose during the PAGA Period based on the following claims: (a) failure to pay all overtime wages owed; (b) failure to pay all minimum wages owed; (c) failure to provide meal periods, or premium pay for non-compliant meal periods; (d) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (e) failure to timely pay all wages due upon separation of employment; (f) failure to issue accurate, itemized wage statements based on the foregoing Labor Code violations, Labor Code §§ 201, 202, 203, 204, 210, 226, 226.3, 226.7, 510, 512, 1194, 1194.2, 1197, 8 CAL. C. REGS. § 11130, sections 11 and 12 of IWC Wage Order No. 1.

18. Upon the date that Defendant fully funds the Gross Settlement Amount and employer's share of payroll taxes, Plaintiff and PAGA Employees will be deemed to have fully

1 released and discharged the Released Parties of and from all of the PAGA Release during the
2 PAGA Period.

3 19. Upon the date on that Defendant fully funds the Gross Settlement Amount and
4 employer's share of payroll taxes, Plaintiff will be deemed to have fully released and discharged
5 the Released Parties of and from all claims arising from his employment with Defendant,
6 separation of employment from Defendant, and any acts that have or could have been asserted
7 in any legal action or proceeding against Defendant, whether known or unknown, arising under
8 any federal, state, or local law, or statute, including, inter alia, those arising under the California
9 Labor Code, Fair Labor Standards Act, Americans with Disabilities Act, Title VII of the Civil
10 Rights Act of 1964, Employee Retirement Income Security Act, National Labor Relations Act,
11 California Corporations Code, California Business and Professions Code, California Fair
12 Employment and Housing Act, California Constitution (all as amended), and law of contract and
13 tort, as well as for discrimination, harassment, retaliation, wrongful termination, lost wages,
14 benefits, other employment compensation, emotional distress, medical expenses, other economic
15 and non-economic damages, attorney fees, and costs, arising on or before the Effective Date.

16 20. In light of the Plaintiff's Incentive Payment, Plaintiff agrees to release, in addition
17 to the Released Claims described above, all claims, whether known or unknown, under federal
18 law or state law against the Released Parties through the date Plaintiff signs this Agreement.
19 Notwithstanding the foregoing, Plaintiff understands that this release includes unknown claims,
20 which includes waiving all rights and benefits afforded by Section 1542 of the California Civil
21 Code, which provides:

22 **A general release does not extend to claims which the creditor or**
23 **releasing party does not know or suspect to exist in his or her favor at**
24 **the time of executing the release and that, if known by him or her,**
25 **would have materially affected his or her settlement with the debtor or**
26 **released party.**

1 21. The releases identified herein shall be effective on the date that Defendant fully
2 funds the Gross Settlement Amount and employer's share of payroll taxes.

3 22. Defendant will pay the Gross Settlement Amount and employer's share of taxes
4 within thirty (30) calendar days of the Effective Date. "Effective Date" means the date when all
5 of the following events have occurred: the date when all of the following events have occurred:
6 (1) the Stipulation of Settlement has been executed by all Parties, Class Counsel and Defendant's
7 Counsel; (2) the Court has given preliminary approval to the Stipulation of Settlement; (3) the
8 Notice of Class Action Settlement has been given to the putative members of the Settlement
9 Class, providing them with an opportunity to object to the terms of this Stipulation of Settlement
10 or opt out of the settlement; (4) the Court has held a formal fairness hearing and entered a Final
11 Approval Order and Judgment certifying the Settlement Class, and approving the Stipulation of
12 Settlement; (5) 65 calendar days have passed since the Court has entered a Final Approval Order
13 and Judgment certifying the Settlement Class, and approving the Stipulation of Settlement; and
14 (6) in the event there are written objections filed prior to the final fairness hearing which are not
15 later withdrawn or denied, the later of the following events: five business days after the period
16 for filing any appeal, writ or other appellate proceeding opposing the Court's Final Approval
17 Order and Judgment has elapsed without any appeal, writ or other appellate proceeding having
18 been filed; or, if any appeal, writ or other appellate proceeding opposing the Court's Final
19 Approval Order and Judgment approving the Stipulation of Settlement has been filed, five
20 business days after any appeal, writ or other appellate proceedings opposing the Stipulation of
21 Settlement has been finally and conclusively dismissed with no right to pursue further remedies
22 or relief.

23 23. This document shall constitute a final judgment pursuant to California Rule of
24 Court 3.769(h), which provides, "If the court approves the settlement agreement after the final
25 approval hearing, the court must make and enter judgment. The judgment must include a
26 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
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1 judgment. The court may not enter an order dismissing the action at the same time as, or after,
2 entry of judgment.”

3 24. The Court will retain jurisdiction to enforce the Settlement, the Final Approval
4 Order, and this Judgment.

5 **JUDGMENT IS SO ENTERED.**



A handwritten signature in black ink that reads "David S. Cunningham III".

7 Dated: 09/19/2022, ~~2022~~

David S. Cunningham III / Judge

Honorable David S. Cunningham
Judge of the Superior Court