

FILED
Superior Court of California
County of Los Angeles

07/19/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: T. Lewis Deputy

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ANDRES 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]*

**[SECOND AMENDED ~~PROPOSED~~
ORDER GRANTING PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: April 6, 2022

Time: 10:00 a.m.

Dept.: SSC-11

FAC filed: June 23, 2021

Complaint filed: February 5, 2021

1 The Motion of Plaintiff Andres Payan (“Plaintiff”) for Preliminary Approval of Class Action
2 Settlement will come on regularly for hearing before this Court on April 6, 2022 at 10:00 a.m. The
3 Court, having considered the proposed Stipulation of Settlement, attached as Exhibit 2 to the
4 Declaration of Elizabeth Nguyen filed on January 19, 2022 and the Addendum to Stipulation of
5 Settlement attached as Exhibit 1 to the Supplemental Declaration of Elizabeth Nguyen in Support of
6 Motion for Preliminary Approval of Class Action Settlement filed concurrently herewith (the
7 Stipulation of Settlement and Addendum to Stipulation of Settlement shall be referred to collectively
8 as the “Settlement”); having considered Plaintiff’s Motion for Preliminary Approval of Class Action
9 Settlement, Memorandum of Points and Authorities in support thereof, and supporting declarations
10 filed therewith; and good cause appearing, HEREBY ORDERS THE FOLLOWING:

11 1. The Court GRANTS preliminary approval of the class action settlement as set forth in
12 the Settlement and finds its terms to be within the range of reasonableness of a settlement that ultimately
13 could be granted approval by the Court at a Final Fairness Hearing. For purposes of the Settlement,
14 the Court finds that the proposed Settlement Class is ascertainable and that there are a sufficiently well-
15 defined community of interest among the members of the Settlement Class in questions of law and fact.
16 Therefore, for settlement purposes only, the Court grants conditional certification of the following
17 Settlement Class:

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

20 2. For purposes of the Settlement, the Court designates named Plaintiff Andres Payan as
21 Class Representative, and Scott M. Lidman, Elizabeth Nguyen, and Milan Moore of Lidman Law, APC
22 and Paul Haines of Haines Law Group, APC as Class Counsel.

23 3. The Court designates Simpluris as the third-party Settlement Administrator for mailing
24 notices.

25 4. The Court preliminarily approves the following amounts to be deducted from the Gross
26 Settlement Amount (“GSA”) of \$209,100.00:

27 A. A service award in an amount not to exceed \$5,000.00 for Plaintiff Andres Payan.

1 B. Attorneys' fees in an amount not to exceed \$69,700.00 (up to 1/3 of the GSA) and
2 litigation costs of up to \$15,000.00 for Class Counsel. Under the attorney fee-split
3 agreement, the attorneys' fees would be allocated as follows: 46.5% to Haines Law
4 Group, APC (amounting to \$32,410.50) 31% to Lidman Law, APC (amounting to
5 \$21,607.00), and 22.5% to Michael Burgis & Associates, P.C. (amounting to
6 \$15,682.50).

7 C. The Settlement Administrator fees in the amount of \$2,940.00 for the work done
8 and to be done until the completion of this matter.

9 D. California Labor Code Private Attorneys General Act ("PAGA") payment in the
10 amount of \$20,000, of which \$15,000.00 (which is 75% of the total \$20,000 PAGA
11 payment) will be payable to the California Labor & Workforce Development
12 Agency ("LWDA").

13 E. The foregoing amounts are subject to the Court's final approval at the Final
14 Fairness Hearing.

15 5. The Court approves, as to form and content, the Class Notice (which is comprised of the
16 Notice of Pendency of Class Action and Settlement and Notice of Settlement Award) which is attached
17 to the Settlement as Exhibit A.

18 6. The Court finds that the form of notice to the Settlement Class regarding the pendency of
19 the action and of the Settlement, and the methods of giving notice to members of the Settlement Class,
20 constitutes the best notice practicable under the circumstances, and constitute valid, due, and sufficient
21 notice to all members of the Settlement Class. The form and method of giving notice complies fully
22 with the requirements of California Code of Civil Procedure section 382, California Civil Code section
23 1781, California Rules of Court 3.766 and 3.769, the California and United States Constitutions, and
24 other applicable law.

25 7. The Court further approves the procedures for Settlement Class Members to opt out of or
26 object to the Settlement, as set forth in the Class Notice.

1 8. The procedures and requirements for filing objections in connection with the Final
2 Fairness Hearing are intended to ensure the efficient administration of justice and the orderly
3 presentation of any Settlement Class Member's objection to the Settlement, in accordance with the due
4 process rights of all Settlement Class Members.

5 9. The Court directs the Settlement Administrator to mail the Notice Packet to the members
6 of the Settlement Class in accordance with the terms of the Settlement.

7 10. The Class Notice shall provide at least 60 calendar days' notice for members of the
8 Settlement Class to opt out of, or object to, the Settlement.

9 11. The Final Fairness Hearing on the question of whether the Settlement should be finally
10 approved as fair, reasonable, and adequate is scheduled in Department SSC-11 of this Court, located at
11 312 N. Spring Street, Los Angeles, California 90012 on September 7, 2022 at 9:00 a.m.

12 12. At the Final Fairness Hearing, the Court will consider: (a) whether the Settlement should
13 be finally approved as fair, reasonable, and adequate for the Settlement Class; (b) whether a judgment
14 granting final approval of the Settlement should be entered; and (c) whether Plaintiff's application for
15 reasonable attorneys' fees, reimbursement of litigation expenses, service award to Plaintiff, and payment
16 to the Labor and Workforce Development Agency ("LWDA") for penalties under the Labor Code
17 Private Attorneys General Act ("PAGA") should be granted.

18 13. Counsel for the parties shall file memoranda, declarations, or other statements and
19 materials in support of their request for final approval of the Settlement, attorneys' fees, litigation
20 expenses, Plaintiff's service award, settlement administration costs, and payment to the LWDA for
21 PAGA penalties prior to the Final Fairness Hearing according to the time limits set by the Code of Civil
22 Procedure and the California Rules of Court.

23 14. At the hearing on Preliminary Approval on April 6, 2022, the following deadline were
24 set.

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Event	Date	Actual Date
Settlement Administrator to mail Notice Packets to Class Members	10 calendar days after receiving Class Information from Defendant	May 6, 2022
Deadline for Class Members to request exclusion from, submit disputes, or object to, the Settlement	60 calendar days after mailing of the Notice by the Settlement Administrator	July 5, 2022

15. Pending the Final Fairness Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

16. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

IT IS SO ORDERED.

Dated: 07/19/2022, 2022



Honorable David S. Cunningham
Judge of the Superior Court

PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
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 2155 Campus Drive, Suite 150, El Segundo, California 90245.

On July 26, 2022, I served the foregoing document(s) described as:
SECOND AMENDED ORDER GRANTING PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT on the interested party(ies) in this action as follows:

JACKSON LEWIS P.C.

Chad Bernard, Esq. (bernardc@jacksonlewis.com)
Zoe Tremayne, Esq. (zoe.tremayne@jacksonlewis.com)
725 South Figueroa Street, Suite 2500
Los Angeles, CA 90017
Phone: (213) 689-0404
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Representing: Aircraft Component Repair, Inc.

(BY ELECTRONIC SERVICE) I caused a true and correct copy of the document(s) described above to be electronically served via Case Anywhere on counsel of record at the electronic service address(es) listed above.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct. Executed on July 26, 2022, at El Segundo, California.



Dana Joudi