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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – TORRANCE COURTHOUSE**

JOANA FLORES, individually, and on behalf
of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the California
Private Attorneys General Act;

Plaintiff,

vs.

ALLIANCE GROUND INTERNATIONAL
LLC; a Delaware limited liability company;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 21TRCV00424

Honorable Patricia Young
Department B

CLASS ACTION

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Date: July 17, 2026
Time: 8:30 a.m.
Department: B

Complaint Filed: June 10, 2021
FAC Filed: July 25, 2025
Trial Date: None Set

1 This matter has come before the Honorable Patricia Young, in Department B of the
2 above-entitled Court, located at 825 Maple Avenue, Torrance, California, 90503, on July 17,
3 2026 at 8:30 a.m., on Plaintiff Joana Flores’ (“Plaintiff”) Motion for Final Approval of Class
4 Action and PAGA Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses,
5 and Class Representative Service Payment (“Motion for Final Approval”). Lawyers *for* Justice,
6 PC, appeared on behalf of Plaintiff and the Class, and Akerman LLP appeared on behalf of
7 Defendant Alliance Ground International LLC, now referred to as AGI Cargo, LLC
8 (“Defendant”).

9 On August 1, 2024, the Court entered the Order Granting Preliminary Approval of Class
10 Action and PAGA Settlement, and then on January 20, 2026 the Order Granting the Amended
11 Class Action and PAGA Settlement Agreement (“Settlement,” “Agreement,” or “Settlement
12 Agreement”), which, together with the exhibits annexed thereto set forth the terms and
13 conditions for settlement of the Action. The August 1, 2024, Order and January 20, 2026, Order
14 are collectively referred to as the “Preliminary Approval Order.”

15 Having reviewed the Settlement Agreement and duly considered the parties’ papers and
16 oral argument, and good cause appearing,

17 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

18 1. The Motion for Final Approval is granted in its entirety.
19 2. This Final Approval Order and Judgment incorporates by reference the
20 definitions in the Settlement Agreement and Preliminary Approval Order, and all capitalized
21 terms used, but not defined, herein shall have the same meanings as in the Settlement
22 Agreement and Preliminary Approval Order.

23 3. Unless otherwise specified, all citations and references to the PAGA statute that
24 are contained within this motion and supporting papers are to the former version of the PAGA
25 statute prior to the recent amendment effective July 1, 2024; the amended PAGA statute does
26 not apply to the above-captioned action and the Settlement pursuant to California Labor Code §
27 2699, subd. (v), as amended, because the above-captioned action was filed prior to June 19,
28 2024.

1 4. This Court has jurisdiction over the Class Members as it pertains to the Action
2 and the claims asserted in the Action, the Court also has jurisdiction over all parties to the
3 Action as it pertains to the Action and the claims asserted in the Action.

4 5. The Court finds that the applicable requirements of California Code of Civil
5 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied, with
6 respect to the Class and the Settlement. The Court hereby makes final its earlier provisional
7 certification of the Class for settlement purposes, as set forth in the Preliminary Approval Order.
8 The Class is hereby defined to include: all current and former hourly-paid or non-exempt
9 employees who worked for Defendant in the State of California at any time during the
10 Settlement Class Period (“Class” or “Class Members”).

11 6. The "Aggrieved Employees" are hereby defined to consist of the following
12 individuals: all current and former hourly-paid or non-exempt employees who worked for
13 Defendant in the state of California at any time during the PAGA Period.

14 7. The Court finds that the Court-approved Court Approved Notice of Class Action
15 Settlement (“Class Notice”) that was provided to the Class Members, fully and accurately
16 informed the Class Members of all material elements of the Settlement, of their opportunity to
17 participate in the Settlement, object to or comment on the Class Settlement, or to seek exclusion
18 from the Class Settlement; the Class Notice was the best notice practicable under the
19 circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully
20 with the laws of the State of California, the United States Constitution, due process and other
21 applicable law. The Class Notice fairly and adequately described the Settlement and provided
22 the Class Members with adequate instructions and a variety of means to obtain additional
23 information.

24 8. Pursuant to California law, the Court hereby grants final approval to the
25 Settlement and finds that it is fair, reasonable, and adequate, and in the best interests of the
26 Class as a whole. More specifically, the Court finds that the Settlement was reached following
27 meaningful formal and informal discovery and investigation conducted by Lawyers *for* Justice,
28 PC (“Class Counsel”), and that the Settlement is the result of serious, informed, adversarial, and

1 arms-length negotiations between the parties. In so finding, the Court has considered all of the
2 evidence presented, including evidence regarding the strength of Plaintiff's claims; the risk,
3 expense, and complexity of pursuing the claims presented; the likely duration of further
4 litigation; the amount offered in the Settlement; the extent of investigation and discovery
5 completed; and the experience and views of Class Counsel. The Court finds that the Settlement,
6 including the monetary allocations and payments, appear within the range of reasonableness,
7 and that the monetary recovery to the Class is fair, adequate, and reasonable when balanced
8 against the probable outcome of further litigation relating to certification, liability, and damages
9 issues. The Court has further considered the absence of any objections to the Class and PAGA
10 Action Settlement submitted by Class Members. Accordingly, the Court hereby directs that the
11 Settlement be affected in accordance with the Settlement Agreement and the following terms
12 and conditions.

13 9. A full opportunity has been afforded to the Class Members to participate in the
14 Final Approval Hearing, and all Class Members and other persons wishing to be heard have
15 been heard. The Class Members also have had a full and fair opportunity to exclude themselves
16 from the Class Settlement. Accordingly, the Court determines that Plaintiff and all Class
17 Members who did not submit a timely and valid Request for Exclusion from the Class
18 Settlement ("Participating Class Members"), individually and on behalf of their respective
19 successors, predecessors in interest, assigns, subsidiaries, affiliates, parents, and attorneys, are
20 bound by the Class Settlement and by this Final Approval Order and Judgment, and thereby, as
21 of the Effective Date, shall fully and finally release and discharge the Released Parties, and each
22 of them, from the Released Class Claims.

23 10. The Court finds that Plaintiff Joana Flores has satisfied the prerequisites under
24 the California Private Attorneys General Act (Cal. Labor Code § 2698, et seq.) ("PAGA"),
25 including, and not limited to, providing the California Labor and Workforce Development
26 Agency ("LWDA") and Defendant with notice of the specific provisions of the California Labor
27 Code alleged to have been violated, including, and not limited to, the facts and theories to
28 support the alleged violations, in conformity with California Labor Code § 2699.3(a). The Court

1 also finds that the Settlement Agreement has been submitted to the LWDA in conformity with
2 California Labor Code § 2699(1)(2). Pursuant to California Labor Code § 2699(1)(2), the Court
3 has also considered and reviewed the PAGA Settlement and the allocation of \$200,000.00
4 toward civil penalties under the California Private Attorneys General Act of 2004 ("PAGA
5 Penalties"), and the Court finds that they are fair, reasonable, and appropriate, and hereby
6 approved. The Settlement Administrator shall distribute the PAGA Penalties as follows: the
7 amount of \$150,000.00 to the LWDA ("LWDA PAGA Payment"), and the amount of
8 \$50,000.00 to the Aggrieved Employees, in accordance with the terms and methodology set
9 forth in the Agreement.

10 11. The Court determines that, Plaintiff Joana Flores, the State of California (with
11 respect to Aggrieved Employees), and all Aggrieved Employees individually and on behalf of
12 their respective successors, predecessors in interest, assigns, subsidiaries, affiliates, parents, and
13 attorneys, are bound by the PAGA Settlement and this Final Approval Order and Judgment, and
14 thereby, as of the Effective Date, shall fully and finally release and discharge the Released
15 Parties, and each of them, from the Released PAGA Claims.

16 12. The Court hereby directs that the Settlement be affected in accordance with the
17 Settlement Agreement, Preliminary Approval Order, and the terms and conditions set forth
18 herein.

19 13. The Court finds that payment of Administration Expenses in the amount of
20 \$17,558.00 to Simpluris Inc. ("Simpluris Inc." or "Settlement Administrator"), is appropriate
21 for the services performed and costs incurred and to be incurred for the notice and settlement
22 administration process, and is hereby approved. It is hereby ordered that the Settlement
23 Administrator shall issue payment to itself in the amount of \$17,558.00, in accordance with the
24 terms and methodology set forth in the Settlement Agreement.

25 14. The Court finds that the Class Representative Service Payment in the amount of
26 \$10,000.00 to Plaintiff Joana Flores is fair and reasonable, and hereby approved. It is hereby
27 ordered that the Settlement Administrator issue payment in the amount of \$10,000.00 to
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1 Plaintiff Joana Flores for her Class Representative Service Payment, according to the terms set
2 forth in the Settlement Agreement.

3 15. The Court finds that attorneys' fees in the amount of 35% of the Gross
4 Settlement Amount (estimated to be \$835,014.00) to Class Counsel falls within the range of
5 reasonableness and that the results achieved justify the award sought, and is hereby approved.
6 It is hereby ordered that the Settlement Administrator issue payment in the amount of 35% of
7 the Gross Settlement Amount (estimated to be \$835,014.00) to Class Counsel for attorneys'
8 fees, in accordance with the terms and methodology set forth in the Settlement Agreement.

9 16. The Court finds that reimbursement of Class Counsel litigation costs and
10 expenses in the amount of \$20,541.66 to Class Counsel is reasonable, and hereby approved. It is
11 hereby ordered that the Settlement Administrator issue payment in the amount of \$20,541.66 to
12 Class Counsel for reimbursement of litigation costs and expenses, in accordance with the terms
13 and methodology set forth in the Settlement Agreement.

14 17. Defendant shall fully fund the Gross Settlement Amount, and also fund the
15 amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to
16 the Administrator as follows: two (2) installments of \$1,192,876.18 each, with the first payment
17 due 61 days after the Court enters Final Approval, and the second payment due six (6) months
18 after the first payment. Defendant shall deposit with the third-party administrator the
19 employer's share of payroll taxes by no later than the deadline for the second installment
20 payment.

21 18. It is hereby ordered that within fourteen (14) calendar days following the full
22 funding of the Gross Settlement Amount, the Settlement Administrator will issue payments due
23 under the Settlement and approved by the Court as follows: (a) Individual Settlement Payments
24 to Participating Class Members, (b) Individual PAGA Payment to Aggrieved Employees, (c)
25 Class Representative Service Payment to Plaintiff (d) LWDA PAGA Payment to the LWDA,
26 and (e) Administration Expenses to the Settlement Administrator, (f) Class Counsel Fees
27 Payment and Class Counsel Litigation Expenses to Class Counsel, in accordance with terms and
28 methodology set forth in the Settlement Agreement.

1 19. Each check issued to a Participating Class Member and/or Aggrieved Employee
2 for his or her Individual Settlement Payment and/or Individual PAGA Payment shall be valid
3 for a period of one hundred eighty (180) calendar days from the date of issuance of the check,
4 and after this time period, the check(s) shall be cancelled. The funds associated with checks
5 issued to Participating Class Members and Aggrieved Employees that have not been cashed or
6 deposited within the 180-day period shall be transmitted to the California Controller's
7 Unclaimed Property Fund in the name of the individuals to whom the checks had originally
8 been issued. All Participating Class Members shall be bound by the terms and conditions of the
9 Class Settlement regardless of whether or not they cash or otherwise negotiate their Individual
10 Settlement Payment checks.

11 20. After entry of this Final Approval Order and Judgment, pursuant to California
12 Rules of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret,
13 implement, and enforce the Settlement Agreement, Preliminary Approval Order, and this Final
14 Approval Order and Judgment, to hear and resolve any contested challenge to a claim for
15 settlement benefits, and to supervise and adjudicate any dispute arising from or in connection
16 with the distribution of settlement benefits.

17 21. Individualized notice of this Final Approval Order and Judgment is not required.
18 The Settlement Administrator shall post a copy of the Final Approval Order and Judgment on
19 the Settlement Administrator's website for a period of at least sixty (60) calendar days after the
20 date of entry of this Final Approval Order and Judgment.

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22. A Final Compliance Hearing is set for _____ at _____ a.m./p.m. in
Department B. Class Counsel shall submit the Settlement Administrator's accounting report
regarding the status of the funding and disbursement of the Settlement at least five (5) court days
prior to the Final Compliance Hearing.

IT IS SO ORDERED.

DATE: _____

The Honorable Patricia Young
Judge of the Los Angeles - Torrance County
Superior Court of California