

Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
Jacquelyne VanEmmerik (SBN 339338)
MOON LAW GROUP, P.C.
725 South Figueroa Street, 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
E-mail: kmoon@moonlawgroup.com
E-mail: afeghali@moonlawgroup.com
E-mail: jvanemmerik@moonlawgroup.com

Attorneys for Plaintiff, Ozzie Paez

FILED
Superior Court of California
County of Los Angeles

06/11/2024

David W. Slayton, Executive Officer / Clerk of Court

By: M. Fregoso Deputy

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

OZZIE PAEZ, individually, and on behalf of all
others similarly situated,

Plaintiff,

vs.

ITT AEROSPACE CONTROLS LLC, a limited
liability; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 22STCV07281

[Honorable Elihu M. Berle, Department 6]

**~~AMENDED [PROPOSED]~~ ORDER AND
JUDGMENT GRANTING PLAINTIFF
OZZIE PAEZ'S MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA
ACTION SETTLEMENT AGREEMENT**

FINAL APPROVAL HEARING

Date: June 7, 2024

Time: 9:00 a.m.

Department: 6

Complaint Filed: February 28, 2022

Trial Date: Not Set

1 The Court issued an Order Granting Plaintiff Ozzie Paez’s Motion for Preliminary Approval
2 of Class and PAGA Action Settlement Agreement on January 31, 2024. Plaintiff Ozzie Paez
3 (“Plaintiff”) now seeks an Order and Judgment Granting Final Approval of the same First Amended
4 Joint Stipulation of Class and PAGA Action Settlement Agreement ("Settlement") between Plaintiff
5 and Defendants ITT Aerospace Controls LLC, ITT Cannon LLC, Electrofilm Manufacturing
6 Company LLC, and Goulds Pumps (IPG) LLC (“Defendants”), attached to the Declaration of Kane
7 Moon in Support of Plaintiff’s Motion for Final Approval of Class and PAGA Action Settlement as
8 **Exhibit 2.**

9 The Court, having considered Plaintiff’s Notice of Motion and Motion for Final Approval of
10 Class and PAGA Action Settlement Agreement (“Motion”), the supporting Declarations and Exhibits
11 therein, the records and files in this Action, and the absence of any written objections or requests for
12 exclusion from the Settlement; and good cause appearing, **HEREBY ORDERS, ADJUDGES, AND**
13 **DECREE AS FOLLOWS:**

14 The Court, for purposes of this Final Order and Judgment, refers to all defined terms as set
15 forth in the Settlement.

16 The Court has jurisdiction over all claims asserted in the Action, Plaintiff, all Participating
17 Class Members, all Aggrieved Employees, and Defendants.

18 The Settlement appears to have been made and entered into in good faith and is hereby
19 approved, subject to any limitations on the requested fees and payments as set forth below.

20 For purposes of effectuating the Settlement, the following Class is hereby certified: **all**
21 **persons who worked for Defendants in California as hourly-paid or non-exempt employees at**
22 **any time from May 16, 2020, through January 31, 2024. *Settlement*, ¶ 1.5.**

23 No Class Members have objected to the terms of the Settlement, and no Class Members have
24 requested exclusion from the Settlement. *Moon Decl.*, ¶ 25.

25 Plaintiff, all Participating Class Members, and all Aggrieved Employees shall have, by
26 operation of this Final Order and Judgment, fully, finally and forever released, relinquished, and
27 discharged all Released Parties on the date Defendants fully fund the Gross Settlement Amount and
28 pay all employer payroll taxes owed on the Wage Portion of the Individual Class Payments.

1. **Plaintiff's Release:** Plaintiff and his respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally releases and discharges Released Parties from all claims, transactions, occurrences, charges, complaints, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts, penalties and expenses of any nature whatsoever, from the beginning of time through the end of the Class Period, known or unknown, suspected or unsuspected, whether in tort, contract, equity, or otherwise, or for violation of any federal, state, or local statute, rule, ordinance, or regulation, arising out of, relating to, or in connection with any act or omissions by or on the part of any of the Released Parties committed or omitted prior to the execution of this Agreement including, but not limited to all claims arising out of, based upon, or relating to Plaintiff's prior employment with Defendant ITT Aerospace Controls LLC. *Settlement*, ¶¶ 6.1, et seq.
2. **Participating Class Members' Release:** All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, full, finally, and forever release and discharge each of the Released Parties from all claims, causes of action, rights, and demands of any kind, whether known or unknown, (i) that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in the course of the Action, including, but not limited to, any and all claims involving any alleged (a) failure to pay all wages due at the lawful rate of pay, including, but not limited to, minimum wages, straight-time wages, and overtime wages, and for any alleged off-the-clock work; (b) failure to provide meal periods, or provide premium pay for non-compliant meal periods and/or provide premium pay for non-compliant meal periods at the regular rate of pay; (c) failure to authorize and permit rest periods, or provide premium pay for non-compliant rest periods and/or provide premium pay for non-compliant rest periods at the regular rate of pay; (d) failure to issue accurate, itemized wage statements and maintain payroll

records; (f) failure to pay all wages due upon separation of employment; (g) failure to reimburse necessary business expenses; (h) all claims under California Business and Professions Code sections 17200 for unfair business practices that are alleged to be, or could have been, premised on the facts, claims, causes of action or legal theories described above; (ii) for violation of or claims under the related provisions of the California Labor Code, including but not limited to: California Labor Code sections 201, 202, 203, 204, 206, 210, 218.6, 226, 226.3, 226.7, 227.3, 510, 512, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2802; (iii) for violation of the California Industrial Wage Orders that could have been premised on the facts, claims, causes of action or legal theories described above, and (iv) for damages, penalties, interest, costs, attorneys' fees, and other amounts recoverable under said claims or causes of action as to the facts and/or legal theories alleged or which could have been pled as wage and hour violations under California law based on the factual allegations set forth in the Operative Complaint. *Settlement*, ¶¶ 6.2, et seq.

3. **Aggrieved Employees' Release:** All Aggrieved Employees, on behalf of themselves, the LWDA, and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from any and all claims for civil penalties under PAGA that arose during the PAGA Period that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice, or otherwise ascertained in the course of the Action, including, but not limited to, claims for civil penalties relating to allegations of: failure to pay for all hours worked, including overtime; failure to provide meal periods; failure to authorize and permit rest periods; failure to maintain accurate records of hours worked and meal periods; failure to reimburse and indemnify expenses; failure to pay all accrued vacation wages at termination; failure to timely pay all wages at termination; failure to furnish accurate itemized wage statements; and failure to pay all earned wages twice per month. *Settlement*, ¶ 6.3.

- 1 4. **Released Parties** means Defendants and all their parents, affiliates, related companies,
2 subsidiaries, owners, shareholders, founders and members, agents (including, without
3 limitation, any investment bankers, accountants, insurers, reinsurers, attorneys, and
4 any past, present or future officers, directors, and employees) predecessors, successors,
5 heirs, executors, administrators, and assigns, and all persons acting by, through, under,
6 or in concert with any of them. *Settlement*, ¶ 1.42.
- 7 5. **Funding of Gross Settlement Amount.** No later than fourteen (14) days after the
8 Effective Date, Defendants shall fully fund the Gross Settlement Amount and the
9 amounts necessary to fully pay their share of payroll taxes by transmitting the funds to
10 the Administrator. *Settlement*, ¶ 5.1.
- 11 6. **Effective Date** means either (a) sixty (60) days after Final Approval; (b) the day after
12 an Appeal is dismissed or withdrawn; or (c) the day an Appeal is decided and upholds
13 the propriety of the Settlement. *Id.*, ¶ 1.19.
- 14 7. **Transfer of Void Individual Settlement and Individual PAGA Payments.** For any
15 Class Member whose check(s) is/are uncashed and cancelled after the void date, the
16 Administrator shall transmit the funds represented by such check(s) to the California
17 Controller s Unclaimed Property Fund in the name of the Class Member, thereby
18 leaving no unpaid residue subject to the requirements of California Code of Civil
19 Procedure section 384(b). *Settlement*, ¶ 5.2.2.

20 The Gross Settlement Amount and methodology used to calculate and pay the Individual Class
21 Payments and Individual PAGA Payments are fair and reasonable. The Administrator is authorized to
22 pay the Individual Class Payments and Individual PAGA Payments to the Participating Class Members
23 and Aggrieved Employees in accordance with the terms of the Settlement.

24 Defendants shall pay a total of \$975,000.00 to resolve the Action. *Settlement*, ¶ 1.23.
25 Defendants will remit the Gross Settlement Amount and the amounts necessary to fully pay its share
26 of payroll taxes to the Administrator no later than fourteen (14) days after the Effective Date.
27 *Settlement*, ¶ 5.1. No later than fourteen (14) days after receiving the Gross Settlement Amount in
28 full, the Administrator shall distribute all payments from the Settlement fund. *Settlement*, ¶ 5.2.

1 From the Gross Settlement Amount, PAGA Penalties of \$50,000.00 shall be paid to the
2 California Labor and Workforce Development Agency (“LWDA”) and Aggrieved Employees. The
3 LWDA shall receive 75% of the PAGA Penalties, or \$37,500.00, and the Aggrieved Employees shall
4 receive 25% of the PAGA Penalties, or \$12,500.00, pursuant to the California Private Attorneys
5 General Act of 2004, *Labor Code* sections 2698, *et. seq. Settlement*, ¶ 3.1.5.

6 From the Gross Settlement Amount, a Class Representative Service Payment in the amount
7 of \$7,500.00 shall be paid to Plaintiff Ozzie Paez for his service to the Class and general release of
8 claims. *Settlement*, ¶ 3.1.1. Ozzie Paez is hereby confirmed as Class Representative.

9 From the Gross Settlement Amount, an Administration Expenses Payment in the amount of
10 \$11,690.00 shall be paid to the designated Administrator, APEX Class Action Administration.
11 *Settlement*, ¶ 3.1.3.

12 From the Gross Settlement Amount, a Class Counsel Fees Payment equal to one-third of the
13 Gross Settlement Amount, or in the amount of \$325,000.00, and a Class Counsel Expenses Payment
14 in the amount of \$18,360.91 shall be paid to Class Counsel for their reasonable fees and actual costs
15 incurred in furtherance of the Action. *Settlement*, ¶ 3.1.2. *Moon Decl.*, Exh. 5. The fees and costs
16 shall be distributed to Class Counsel as set forth in the Settlement. The Court finds that the fees are
17 reasonable in light of the benefit provided to the Class. Moon Law Group, P.C. is hereby confirmed
18 as Class Counsel. The Parties shall bear their own respective attorneys' fees and costs, except as
19 provided for in the Settlement and approved by the Court.

20 The Notice provided to the Class conformed with the requirements of California Rules of
21 Court rules 3.766 and 3.769, and constituted the best notice practicable under the circumstances,
22 providing individual notice to all Class Members who could be identified through reasonable effort
23 and due and adequate notice of the proceedings and matters set forth therein to the Class Members.
24 The Notice fully satisfies the requirements of Due Process.

25 The Parties are ordered to have notice of this Final Order and Judgment sent to all
26 Participating Class Members and Aggrieved Employees in accordance with California Rules of Court
27 section 3.771(b), along with the Individual Class Payments and Individual PAGA Payments issued
28

1 via First Class U.S. Mail to their last known addresses and to the LWDA, pursuant to Labor Code
2 section 2699(1). *Settlement*, ¶ 5.2.1.

3 The Court shall retain jurisdiction with respect to all matters related to the administration and
4 consummation of the Settlement and any and all claims asserted in, arising out of, or related to the
5 subject matter of the Action, including, but not limited to, all matters related to the Settlement and the
6 determination of all controversies relating thereto. *Settlement*, ¶ 10.4.

7 This Judgment is intended to be a final disposition of the Action in its entirety and is intended
8 to be immediately appealable.

9 Plaintiff's Motion is hereby granted, and the Court directs that Judgment shall be entered in
10 accordance with the terms of this Order.

11 The Court sets an Order to Show Cause Re: Compliance for **February 17, 2025, at 8:30**
12 **a.m.**, in Department 6 of the Los Angeles County Superior Court. Plaintiff is ordered to file a Final
13 Report and Declaration on behalf of the Administrator, APEX Class Action Administration,
14 regarding distribution no later than **February 10, 2025**.

15 **IT IS SO ORDERED.**

16 DATE: 06/11/2024



17 **Elihu M. Berle**

18 Honorable Elihu M. Berle, Judge of the Superior Court of
19 California for the County of Los Angeles
20 Elihu M. Berle / Judge
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PROOF OF SERVICE

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 and not a party to the within action; my business address is 725 South Figueroa Street, 31st Floor, Los Angeles, California 90017. On **June 7, 2024**, I served the foregoing document described as:

**AMENDED [PROPOSED] ORDER AND JUDGMENT GRANTING PLAINTIFFS'
MOTION FOR FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION
SETTLEMENT**

X by E-mailing ____ the original X a true copy to the following:

Haynes and Boone, LLP

Matthew Costello, Esq. (matthew.costello@haynesboone.com)

Tamara Devitt, Esq. (tamara.devitt@haynesboone.com)

600 Anton Boulevard, Suite 700

Costa Mesa, CA 92626

Phone: (949) 202-3000

Fax: (949) 202-3001

Attorneys for Defendants ITT Aerospace Controls LLC

[✓] **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service addresses listed above via third-party cloud service
CASEANYWHERE

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this, **June 7, 2024** at Los Angeles, California.

Jessica Partida

Name

/s/ Jessica Partida

Signature