

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO

MAY 05 2026


BY: Amaris Morales Eumana, Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN BERNARDINO**

STEVEN ARREOLA, an individual,
BRONSON ROBINSON, an individual,
JACOBI WILLIAMS, an individual, and on
behalf of others similarly situated,

PLAINTIFF,

vs.

JBT AEROTECH CORPORATION;
OSHKOSH AEROTECH, LLC; and DOES 1
to 50, inclusive,

DEFENDANTS.

Case No.: CIVSB2407032

[Case Assigned for All Purposes to Hon.
Carlos Cabrera in Dept. S-24]

[PROPOSED] FINAL JUDGMENT

Date: May 5, 2026

Time: 9:00 a.m.

Dept.: S-24

1 The Court has received and considered the proposed Class Action and PAGA Settlement
2 Agreement and Class Notice between Plaintiffs STEVEN ARREOLA, BRONSON ROBINSON, and
3 JACOBI WILLIAMS ("Plaintiffs") and Defendant JBT AEROTECH CORPORATION and
4 Defendant OSHKOSH AEROTECH, LLC ("Defendants") filed with this Court on or about November
5 7, 2025; has received and previously granted preliminary approval of the class settlement that provided
6 for conditional class certification for settlement purposes only; has been informed by declarations that
7 notice to the Settlement Class of the settlement has been given to the Settlement Class; has held a
8 fairness hearing at which all parties appeared by their Counsel and at which the Class Members were
9 afforded the opportunity to object to the proposed settlement; has received and reviewed briefing and
10 evidence as to why the proposed settlement is fair, adequate and in the best interests of the represented
11 class; and has considered all other arguments and submissions in connection with the proposed
12 settlement.

13 **NOW THEREFORE, GOOD CAUSE APPEARING, IT IS HEREBY ORDERED,**
14 **ADJUDGED AND DECREED THAT:**

15 1. All terms used herein shall have the same meaning as given in the Class Action and
16 PAGA Settlement Agreement and Class Notice, filed with this Court on or about November 7, 2025
17 ("Settlement Agreement").

18 2. The Court has jurisdiction over the subject matter of this proceeding and over all Parties
19 to this proceeding, including all members of the Settlement Class.

20 3. The Court hereby finds the Settlement Agreement was entered into in good faith
21 pursuant to non-collusive, arms-length negotiations, and that Plaintiffs have satisfied the standards
22 and applicable requirements for final approval of this class action settlement under applicable law.

23 4. Distribution of the Notice of Class Action Settlement and related materials to the
24 Settlement Class as set forth in the Settlement Agreement has been completed in conformity with the
25 December 9, 2025 Order Granting Motion for Preliminary Approval of Class Action Settlement
26 ("Preliminary Approval Order") and the Settlement Agreement, including individual notice to all Class
27 Members who could be identified through reasonable effort, and constituted the best notice practicable
28 under the circumstances. The Court hereby finds that the Notice provided due and adequate notice of

1 the proceedings and of the matters set forth in the Preliminary Approval Order, including the material
2 terms of the Settlement Agreement, to all persons entitled to such notice, and therefore fully satisfied
3 the requirements of due process.

4 5. The Settlement Agreement and the terms therein are fair, just, reasonable and adequate
5 as to the settling parties, including the Settlement Class, and is hereby finally approved in all respects.
6 The Parties are hereby directed to perform the terms of the said Settlement Agreement and to report
7 to the Court when that performance has been completed.

8 6. The two groups of releasees represented herein by Plaintiffs are defined as:

9 (1) All persons who are or have been employed as an hourly non-
10 exempt employee of JBT Aerotech Corporation and/or Oshkosh
11 Aerotech, LLC within the State of California at any time during the
12 period from March 1, 2020 to February 21, 2025. ("Class
13 Members")

14 (2) All persons who are or have been employed as an hourly non-
15 exempt employee of JBT Aerotech Corporation and/or Oshkosh
16 Aerotech, LLC within the State of California at any time during the
17 period from November 7, 2021 to February 21, 2025. ("PAGA
18 Group")

19 7. The Court's Preliminary Approval Order preliminarily certifying the Settlement Class
20 is hereby made final.

21 8. The Settlement Class include all employees defined above who did not opt out by
22 properly filling out and filing timely requests for exclusion with the Claims Administrator.

23 9. Plaintiffs, on behalf of themselves and the other class members, recovers from said
24 Defendants, a total sum of \$1,114,740.00. In addition, Defendants shall be responsible for paying the
25 employer's share of any appropriate and lawful payroll taxes it is required to pay as the employer of
26 the Plaintiffs and Class Members, if any such payroll taxes are required. In this case, money will be
27 paid out to all current and former employee Class Members who did not opt out of participating in the
28 Settlement. Defendants will also pay the Labor Workforce Development Agency, Class
Representative Enhancements, Claims Administration costs, and attorney's fees and costs as set forth
in the Settlement Agreement.

10. Plaintiffs' Motion for Final Approval of Attorney's Fees and Costs is hereby granted,

1 and Darren M. Cohen of Law Offices of Darren M. Cohen, APC, Harout Messrelian of Messrelian
2 Law, Inc., and Joseph Lavi and Alexander J. Aroeste of Lavi & Ebrahimian, LLP are deemed Class
3 Counsel. Law Offices of Darren M. Cohen, APC, Messrelian Law, Inc., and Lavi & Ebrahimian, LLP
4 shall receive \$371,580.00 as attorney's fees, plus actual costs of \$20,705.57. The Labor Workforce
5 Development Agency shall receive a payment of \$37,500.00. The Claims Administrator, Apex Class
6 Action, LLC, shall receive \$7,000.00 as fees for the costs of settlement administration. Plaintiffs
7 Steven Arreola, Jacobi Williams, and Bronson Robinson shall each receive \$10,000.00 as a Class
8 Representative Enhancement.

9 11. At the conclusion of the March 24, 2026 deadline to file a request for exclusion or
10 objection for the Settlement Class Members, there were two (2) opt outs to the Settlement: Emmanuel
11 Nolasco and Latrece Walker.

12 12. At the conclusion of the March 24, 2026 deadline to file a request for exclusion or
13 objection for the Settlement Class Members, there were no objections to the Settlement.

14 13. Upon the date on which Defendants fully funds the Settlement, all Participating Class
15 Members, on behalf of themselves and their respective former and present representatives, agents,
16 attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that
17 were alleged, or reasonably could have been alleged, based on the Class Period (March 1, 2020 to
18 February 21, 2025) facts stated in the Operative Complaint, including any and all claims involving
19 any alleged failure to pay wages and/or overtime, failure to maintain accurate records, failure to
20 provide meal periods, failure to provide rest periods, failure to provide accurate itemized wage
21 statements, failure to reimburse expenses, failure to pay vacation pay at separation, and failure to pay
22 wages upon termination/resignation. Except as set forth in Paragraph 5.3 of the Settlement Agreement,
23 Participating Class Members do not release any other claims, including claims for vested benefits,
24 wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance,
25 disability, social security, workers' compensation, or claims based on facts occurring outside the Class
26 Period.

27 14. After the Court's judgment is final, and Defendant has paid the Gross Settlement
28 Amount and separately paid the employer-side payroll taxes, all Aggrieved Employees are deemed to

1 release, on behalf of themselves and their respective former and present representatives, agents,
2 attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for
3 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period
4 (November 7, 2021 to February 21, 2025) facts stated in the Operative Complaint, and the PAGA
5 Notice, including any and all claims involving any alleged failure to pay wages and/or overtime, failure
6 to maintain accurate records, failure to provide meal periods, failure to provide rest periods, failure to
7 provide accurate itemized wage statements, failure to reimburse expenses, failure to pay vacation pay
8 at separation, and failure to pay wages upon termination/resignation.

9 15. All members of the Settlement Class, are bound by the instant Final Judgment and by
10 the previously approved Settlement Agreement, including but not limited to the release contained
11 therein. Each Class Member is hereby deemed conclusively to have released Defendants and any
12 Released Parties from any claims raised in the First Amended Class Action Complaint herein and as
13 more particularly described in Settlement Agreement. Each Class Member is barred and permanently
14 enjoined from commencing or prosecuting any of the claims, either directly, representatively or in any
15 other capacity, that are released by the Settlement Agreement, the Notice, or the instant Final
16 Judgment. Accordingly, all members of the Settlement Class are further barred from seeking
17 additional recovery and/or penalties, on their own behalf or on behalf of other individuals or entities
18 that is based on a claim released herein.

19 16. The making of the Settlement Agreement does not constitute an admission by
20 Defendants, nor is this Judgment a finding of the validity of any claims in the First Amended Class
21 Action Complaint in this action or of any other wrongdoing. Further, the Settlement Agreement is not
22 a concession and shall not be used as an admission of any wrongdoing, fault or omission of any entity
23 or persons; nor may any action taken to carry out the terms of the Settlement Agreement be construed
24 as an admission or concession by or against Defendants or any related person or entity. Evidence of
25 the making of the Settlement Agreement shall not be offered or received in evidence in any action or
26 proceeding against Defendants in any Court, or other tribunal for any purpose, other than to enforce
27 the instant Judgment and its provisions or the Settlement Agreement, or to support a defense of res
28 judicata, collateral estoppel, release, good faith settlement, judgment bar or reduction or any other

1 theory of claim or issue preclusion or similar defense or claim.

2 17. The Court retains jurisdiction over this Action pursuant to California Code of Civil
3 Procedure § 384(b) to address uncashed Settlement Award checks, if necessary. In the event
4 settlement checks are not negotiated within One Hundred Eighty (180) days of mailing to Class
5 Members or undeliverable, the Claims Administrator is to transfer any uncashed Settlement Award
6 checks, including any interest that has accrued thereon, to the California State Controller's Office
7 Unclaimed Property Fund in the name of the individual.

8 18. The Court hereby enters judgment in the entire Action pursuant to the terms set forth
9 in the Stipulation. Without affecting the finality of this Final Order in any way, the Court hereby
10 retains continuing jurisdiction over the interpretation, implementation and enforcement of the
11 Settlement and all orders entered in connection therewith pursuant to California Code of Civil
12 Procedure § 664.6.

13 19. The Court finds the settlement payments provided for under the Settlement Agreement
14 to be fair and reasonable in light of all of the circumstances. The Court orders the calculations and the
15 payments to be made and administered in accordance with the terms of the Settlement Agreement.

16 20. The Court also hereby finds that there were no objections to the Settlement raised by
17 any person on the record at the hearing on the Final Order.

18 21. Class Counsel shall file a Declaration Regarding Final Accounting from the Claims
19 Administrator no later than February 1, 2027 to advise the Court as to the status of
20 the settlement and the distribution of the settlement funds.

21 22. The Court has scheduled an Order to Show Cause Re: Compliance with the Terms of
22 the Settlement for February 25, 2027 at 9:00 a.m. in Department S-24 at the San
23 Bernardino Justice Center.

24
25 DATED: 5/5/26



JUDGE OF THE SUPERIOR COURT

Carlos M. Cabrera