

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF MONTEREY**

JASON P. MALALUAN, individually
and on behalf of all others similarly
situated,

Plaintiff,

vs.

JOBY AERO, INC.; JOBY AVIATION,
INC.; and DOES 1 through 20, inclusive,

Defendants.

Case No. 22CV002259

Assigned for all purposes to
Hon. Judge Ian A. Rivamonte
Dept. 13A

**REVISED AMENDED ~~(PROPOSED)~~ ORDER
AND JUDGMENT GRANTING FINAL
APPROVAL OF CLASS AND PAGA ACTION
SETTLEMENT**

Date: May 1, 2026
Time: 8:30 a.m.
Dept: 13A

1 This matter came on for hearing on May 1, 2026, at 8:30 a.m., in Department 13A of the
2 above-captioned Court on the Motion for Final Approval of Class Action Settlement pursuant to
3 California Rule of Court 3.769, this Court's Order Granting Preliminary Approval, and the Class
4 Action and PAGA Settlement Agreement and Class Notice ("Settlement Agreement"), a copy of
5 which was filed in conjunction with the Plaintiff's Motion for Final Approval of Class Action
6 Settlement.

7 Having received and considered the Settlement Agreement, the supporting papers filed by
8 the Parties, and the evidence and argument received by the Court in conjunction with the
9 unopposed Motion for Preliminary Approval of Class Action Settlement and the instant Motion
10 for Final Approval, the Court grants final approval of the Settlement and HEREBY ORDERS
11 AND MAKES THE FOLLOWING DETERMINATIONS:

12 1. Pursuant to the Order Granting Preliminary Approval, a Notice Packet was sent to
13 each Class Member by first-class mail. These papers informed the Class of the terms of the
14 Settlement, their right to receive an Individual Settlement Payment, their right (a) to comment on
15 or object to the Settlement, (b) to request exclusion from the Settlement and pursue their own
16 remedies, and (c) of their right to appear in person or by counsel at the final approval hearing and
17 to be heard regarding approval of the Settlement. Adequate periods of time were provided by
18 each of these procedures.

19 2. No member of the Class filed a written objection to the proposed Settlement as
20 part of this notice process or stated an intention to appear at the final approval hearing.

21 3. Five (5) Class Members opted out of the Settlement.

22 4. The Court finds and determines that this notice procedure afforded adequate
23 protections to Class Members and provides the basis for the Court to make an informed decision
24 regarding approval of the Settlement based on the responses of the Class. The Court finds and
25 determines that the notice provided in this case was the best notice practicable, which satisfied
26 the requirements of law and due process.

27 5. With respect to the Class and for purposes of approving this Settlement only, this
28 Court finds and concludes that: (a) the members of the Class are ascertainable and so numerous

1 that joinder of all members is impracticable; (b) there are questions of law or fact common to the
2 Class, and there is a well-defined community of interest among members of the Class with respect
3 to the subject matter of the Action; (c) the claims of Class Representative are typical of the claims
4 of the members of the Class; (d) the Class Representative has fairly and adequately protected the
5 interests of the members of the Class; (e) a class action is superior to other available methods for
6 an efficient adjudication of this controversy; and (f) the counsel of record for the Class
7 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in their
8 individual and representative capacities for the Class.

9 6. For purposes of approving this Settlement only, the Court has certified a Class, as
10 that term is defined in and by the terms of the Settlement Agreement as all individuals who
11 performed work in any position for Defendants Joby Aero, Inc. and Joby Aviation, Inc. in
12 California as non-exempt hourly employees at any time during the Class Period of February 5,
13 2018 through May 2, 2025, and the Court deems this definition sufficient for purposes of
14 California Rule of Court 3.765(a).

15 7. The Court hereby confirms Aegis Law Firm, PC as Class Counsel.

16 8. The Court hereby confirms Plaintiff Jason P. Malaluan as the Class Representative
17 in this Action.

18 9. The Court finds and determines that the terms set forth in the Settlement
19 Agreement are fair, reasonable, and adequate and directs the Parties to effectuate the Settlement
20 according to its terms, having found that the Settlement was reached as a result of informed and
21 non-collusive arm's-length negotiations facilitated by a neutral mediator. The Court further finds
22 that the Parties conducted extensive investigation and that their attorneys were able to reasonably
23 evaluate their respective positions. The Court also finds that the Settlement will enable the Parties
24 to avoid additional and potentially substantial litigation costs, as well as delay and risks if the
25 Parties were to continue to litigate the case. The Court has reviewed the monetary recovery
26 provided as part of the Settlement and recognizes the significant value accorded to the Class.

27 10. The Court further finds and determines that the terms of the Settlement are fair,
28 reasonable and adequate to the Class and to each Participating Class Member and that the

1 Settlement is ordered finally approved, and that all terms and provisions of the Settlement should
2 be and hereby are ordered to be consummated.

3 11. The Court hereby approves the Gross Settlement Amount of \$1,125,147.20.

4 12. The Court finds and determines that the Individual Settlement Payments to be paid
5 to Participating Class Members as provided for by the Settlement are fair and reasonable. The
6 Court hereby gives final approval to and orders the payment of those amounts be made to the
7 Participating Class Members in accordance with the Settlement Agreement.

8 13. The Court finds and determines that payment of \$50,000.00 for PAGA Penalties
9 in this case is fair, reasonable, and appropriate. The Court hereby gives final approval to and
10 orders that the payment of that amount be paid in accordance with the Settlement Agreement.

11 14. The Court finds and determines that the fees and expenses in administrating the
12 Settlement incurred by ILYM Settlement Administrators in the amount of \$9,950.00, are fair and
13 reasonable. The Court hereby gives final approval to and orders that the payment of that amount
14 in accordance with the Settlement.

15 15. The Court finds and determines the Class Representative Service Payment of
16 \$5,000.00 for Plaintiff is fair and reasonable. The Court hereby orders the Administrator to make
17 this payment to the Plaintiff/Class Representative in accordance with the terms of the Settlement
18 Agreement.

19 16. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
20 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the sum of
21 \$375,049.06 and litigation costs of \$19,155.10. The Court finds such amounts to be fair and
22 reasonable. The Court hereby orders the Settlement Administrator to make these payments in
23 accordance with the terms of the Settlement Agreement.

24 17. Nothing in this order shall preclude any action to enforce the Parties' obligations
25 under the Settlement or under this order, including the requirement that Defendants make payment
26 to the Participating Class Members in accordance with the Settlement.

27 18. This Judgment is intended to be a final disposition in its entirety of the above
28 captioned action. Without affecting the finality of this judgment in any way, the Court retains

jurisdiction of all matters relating to the interpretation, administration, implementation, effectuation, and enforcement of the Settlement pursuant to C.C.P. § 664.6.

19. The Parties will bear their own costs and attorneys' fees except as otherwise provided by this Court's Order awarding Class Counsels' Award for attorneys' fees and litigation costs.

20. The Court sets a Hearing Re: Distribution of Settlement Funds for **December 18, 2026, at 8:30 a.m.** Class Counsel are ordered to file a Final Report Re: Distribution of the Settlement Funds by the Administrator five court days prior.

21. When mailing the Class Member checks, the Settlement Administrator shall include notice to the Class Members that uncashed checks will be sent to Legal Aid at Work, not to the Unclaimed Property Fund.

DATED: May 14, 2026


Honorable ~~Ian A. Rivamonte~~ Hon. Robert O'Farrell
JUDGE OF THE SUPERIOR COURT

1 **CERTIFICATE OF SERVICE**

2 I, the undersigned, am employed in the County of Orange, State of California. I am over
3 the age of 18 and not a party to the within action; am employed with Aegis Law Firm PC and
my business address is 9811 Irvine Center Drive, Suite 100, Irvine, California 92618.

4 On May 4, 2026, I served the foregoing document entitled:

- 5 • **REVISED AMENDED [PROPOSED] ORDER AND JUDGMENT GRANTING
FINAL APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT**

6 **on all the appearing and/or interested parties in this action by delivering** ☐ *the*
7 **original** ☒ **a true copy thereof on the party(ies) addressed below as follows:**

8 Laura M. Booth 9 Heather L. Keresztes 10 Marc P. Miles 11 SHOOK, HARDY & BACON L.L.P. 12 5 Park Plaza, Suite 1600 Irvine, CA 92614 (949) 975-1749 (949) 300-6324	lbooth@shb.com hkeresztes@shb.com mmiles@shb.com <i>Attorneys for Defendants:</i> JOBY AERO, INC. and JOBY AVIATION, INC.
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13 ☐ **(BY MAIL)** I am readily familiar with the firm's practice of collection and processing
14 correspondence for mailing. Under that practice it would be deposited with the U.S.
Postal Service on that same day with postage thereon fully prepaid at Irvine, California
15 in the ordinary course of business. I am aware that on motion of the party served, service
is presumed invalid if postage cancellation date or postage meter date is more than one
16 day after date of deposit for mailing this affidavit. (*Cal Code Civ. Proc.* § 1013(a); *Fed.*
R. Civ. Proc. 5(a); *Fed. R. Civ. Proc.* 5(c).)

17 ☐ **(BY OVERNIGHT MAIL)** I am personally and readily familiar with the business
18 practice of Aegis Law Firm PC for collection and processing correspondence for
overnight delivery, and I caused such document(s) described herein to be deposited for
19 delivery to a facility regularly maintained Federal Express for overnight delivery. (*Cal*
Code Civ. Proc. § 1013(c); *Fed. R. Civ. Proc.* 5(c).)

20 ☒ **(BY ELECTRONIC TRANSMISSION)** I caused said document(s) to be served via
21 electronic transmission via the above listed email addresses on the date below. (*Cal.*
Code Civ. Proc. § 1010.6(6); *Fed. R. Civ. Proc.* 5(b)(2)(E); *Fed. R. Civ. Proc.* 5(b)(3).)

22 ☐ **(BY PERSONAL SERVICE)** I delivered the foregoing document by hand delivery to
23 the addressed named above. (*Cal Code Civ. Proc.* § 1011; *Fed. R. Civ. Proc.*
5(b)(2)(A).)

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

26 Executed on May 4, 2026, at Irvine, California.

27 Laila Shams
28 Laila Shams