

FILED
San Diego Superior Court

JAN 12 2024

Clerk of the Superior Court
By: B. Orihuela, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

ALEJANDRO OCHOA, an individual, on
behalf of himself, and on behalf of all persons
similarly situated,

Plaintiff,

v.

8110 AERO DRIVE HOLDINGS, LLC, a
California Corporation; and DOES 1 through
50, Inclusive;

Defendants.

Case No.: 37-2022-00049091-CU-OE-CTL

*[Assigned for all purposes to Hon. Kenneth J.
Medel, Dept. C-66]*

~~PROPOSED~~ JUDGMENT

Date:	January 12, 2024
Time:	8:30 a.m.
Complaint filed:	December 8, 2022
Trial Date:	Not Assigned

Plaintiff's motion for an order finally approving the Class Action Settlement Agreement ("Agreement") and for an Award of Class Counsel Award and Class Representative Service Award duly came on for hearing on January 12, 2024, before the above-entitled Court. The parties having settled this action and the Court having entered an Order Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause appearing therefor,

IT IS HEREBY ORDERED, ADJUDICATED, and DECREED THAT:

1. The certification of the Settlement Class is confirmed for the purposes of settlement. The Class is defined as all non-exempt employees who are currently or previously were

1 employed by 8110 Aero Drive Holdings, LLC, and performed work in California during the period of
2 time from February 10, 2019 to May 15, 2023.

3 2. All persons who meet the foregoing definition are members of the Settlement Class,
4 except for those individuals who filed a valid request for exclusion (“opt out”) from the Class.

5 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
6 of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all members of the
7 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys’ fees and costs,
8 except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval of Class
9 Action and PAGA Settlement, and in this Final Judgment.

10 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce
11 the Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
12 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
13 benefits.

14 5. As of the date the Defendant funds the Gross Settlement Amount, each Class
15 Member who has not validly opted out, has released the “Released Class Claims” against the Defendant
16 and all of the “Released Parties” as set forth in the Agreement.

17 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
18 The Released Class Claims are defined as all class claims alleged, or reasonably could have been alleged,
19 based on facts stated in the Operative Complaint which occurred during the Class Period. Except as
20 expressly set forth in the Agreement, Participating Class Members do not release any other claims,
21 including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing
22 Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts
23 occurring outside the Class Period.

24 7. As of the date the Defendant funds the Gross Settlement Amount, the Plaintiff, the
25 Labor and Workforce Development Agency (“LWDA”), the State of California, and each “Aggrieved
26 Employee” has released the Released Parties from the “Released PAGA Claims” as set forth in the
27 Agreement.

1 8. As used in paragraph 7 above, the quoted terms have the meanings as set forth
2 below: The Aggrieved Employees are defined as all non-exempt employees who are currently or
3 previously were employed by 8110 Aero Drive Holdings, LLC, and performed work in California during
4 the period of time from September 30, 2021 to May 15, 2023. The Aggrieved Employees will release the
5 Released Parties from all claims during the PAGA Period for PAGA penalties that were alleged, or
6 reasonably could have been alleged based on the facts stated in the Operative Complaint, and the PAGA
7 Notice, which occurred during the PAGA Period. The Released PAGA Claims do not include other PAGA
8 claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment
9 insurance, disability and workers' compensation, and claims outside of the PAGA Period.

10 9. This Court hereby grants final approval and awards the following: (i) \$195,000.00
11 for the Class Counsel Award comprised of one-third of the Gross Settlement Amount, or One Hundred
12 Seventy-Five Thousand Dollars and Zero Cents (\$175,000.00) and costs and expenses in the amount of
13 up to Twenty Thousand Dollars and Zero Cents (\$20,000.00); (ii) the Class Representative Service Award
14 to Class Representative, Alejandro Ochoa, of Ten Thousand Dollars and Zero Cents (\$10,000.00) in
15 exchange for a general release; (iii) settlement administration costs of Seven Thousand Dollars and Zero
16 Cents (\$7,000.00) to Apex Class Actions, LLC ("Settlement Administration Cost"); and (iv) Twenty
17 Thousand Dollars and Zero Cents (\$20,000.00) (75% of the PAGA Settlement) to the Labor and
18 Workforce Development Agency ("LWDA Payment").

19 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce
20 Development Agency within ten (10) days after entry of the Judgment or order pursuant to California
21 Labor Code section 2699(1)(3).

22 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

23 **IT IS SO ORDERED.**

24 Dated: JAN 12 2024

25 **Kenneth J. Medel**

26 _____
27 HON. KENNETH J. MEDEL
28 JUDGE OF THE SUPERIOR COURT