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Attorneys for Plaintiff Hugo Aguilar,
on behalf of himself and others similarly situated

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

HUGO AGUILAR, on behalf of himself and
others similarly situated,

Plaintiff,

vs.

AEROANTENNA TECHNOLOGY, INC.; and
DOES 1 to 100, inclusive,

Defendants.

Case No.: 22STCV36447

CLASS ACTION

*[Assigned to the Honorable David S.
Cunningham III for all purposes, Department
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**~~[REVISED PROPOSED]~~ JUDGMENT
AND ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Hearing Information:

Date: December 17, 2024

Time: 9:00 a.m.

Dept: 11

**~~[REVISED PROPOSED]~~ JUDGMENT AND ORDER GRANTING FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

1 Plaintiff Hugo Aguilar (“Plaintiff”) Motion for Final Approval of Class Action Settlement
2 and Motion for Award of Attorneys’ Fees and Costs with Defendants AeroAntenna Technology, Inc.
3 (collectively, “Defendant”) came before this Court on December 17, 2024, at 10:00 a.m. in
4 Department 11 of Los Angeles County Superior Court located at 312 N. Spring St., Los Angeles,
5 California 90012. Having received and considered the Class Action and PAGA Settlement
6 Agreement and Class Notice, attached as Exhibit 1 to the Declaration of Alexander J. Aroeste in
7 Support of Plaintiff’s Motion for Final Approval of Class Action Settlement and Motion for Award
8 of Attorneys’ Fees and Costs filed on November 12, 2024 (together, the “Settlement” or “Settlement
9 Agreement”), Plaintiff’s Motion for Final Approval of Class Action Settlement and Motion for Award
10 of Attorneys’ Fees and Costs, the supporting papers filed by the Parties, the declaration of Kevin Lee
11 on behalf of Pheonix Class Action Administration Solutions and the evidence and argument received
12 by the Court in conjunction with the Motion for Preliminary Approval of Class Action Settlement
13 and Documents thereto, the Court grants final approval of the Settlement and HEREBY ORDERS
14 AND MAKES THE FOLLOWING DETERMINATION:

15 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
16 including all members of the settlement class.

17 2. The Court finds that the Class (defined below) is properly certified as a class for
18 settlement purposes only:

19 all persons employed by Defendant in California and classified as hourly,
20 non-exempt employees who worked for Defendant during the Class Period.

21 The “Class Period” means the period from November 17, 2018, through
22 January 13, 2023.

23 3. The Court appoints Plaintiff Hugo Aguilar as Class Representative for settlement
24 purposes only.

25 4. The Court appoints Joseph Lavi, Esq., Vincent C. Granberry, Esq., and Malcolm E.
26 Clayton, Esq. of Lavi & Ebrahimian, LLP as Class Counsel for settlement purposes only.

1 5. The notice provided to the class members conforms with the requirements of
2 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
3 of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable
4 law, and constitutes the best notice practicable under the circumstances, by providing individual
5 notice to all class members who could be identified through reasonable effort, and by providing due
6 and adequate notice of the proceedings and of the matters set forth therein to the other class members.
7 The notice fully satisfied the requirements of due process.

8 6. The Court finds the settlement was entered into in good faith, that the settlement is
9 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
10 requirements for final approval of this class action settlement under California law, including the
11 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
12 3.769.

13 7. The Settlement Agreement is not an admission by Defendant or by any other released
14 party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant
15 or any other released party. Neither this Order, the Settlement, nor any document referred to herein,
16 nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission
17 of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants or
18 any of the other released parties.

19 8. No Class Members have objected to the terms of the Settlement.

20 9. No Class Members have requested exclusion from the Settlement.

21 10. Within fourteen (14) days following the Effective Date, Defendant shall provide the
22 Gross Settlement Amount of Three Hundred Twenty Thousand Dollars and Zero Cents (\$320,000.00)
23 and an amount sufficient to pay employer's share of payroll taxes with respect to the wages portion
24 of the Individual Class Payments to the Settlement Administrator. Within fourteen (14) days after
25 Defendant fully funds the Settlement, the Settlement Administrator will pay (a) Individual Class
26 Payments to Participating Class Members; (b) Individual PAGA Payments to Aggrieved Employees;
27 (c) Court-approved Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to
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1 Class Counsel; (d) Court-approved payment to the LWDA; (e) Court-approved Class Representative
2 Service Payment to Plaintiff; and (f) Court-approved Administration Expenses Payment to itself. The
3 envelope transmitting a settlement distribution to Class Members shall bear the notation “YOUR
4 CLASS ACTION SETTLEMENT CHECK IS ENCLOSED.”

5 11. In the event that an Individual Class Payment and/or Individual PAGA Payment check
6 is returned to the Settlement Administrator as undeliverable and the Settlement Administrator is
7 unable to locate a valid mailing address, if the Participating Class Member whose check was returned
8 is a current employee of Defendant, the Settlement Administrator and Defendant shall arrange to have
9 the check delivered to the Participating Class Member at their place of employment.

10 12. In addition to any recovery that Plaintiff may receive under the Settlement, and in
11 recognition of the Plaintiff’s efforts on behalf of the settlement class, the Court hereby approves the
12 payment from the Gross Settlement Amount of a Class Representative Service Payment to Plaintiff
13 in the amount of Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00).

14 13. The Court approves the payment from the Gross Settlement Amount of attorneys’ fees
15 to Class Counsel in the sum of One Hundred Six Thousand Six Hundred Sixty-Six Dollars and Sixty
16 Seven Cents (\$106,666.67), and the reimbursement of litigation expenses in the sum of Fifteen
17 Thousand Nine Hundred Ninety Nine Dollars and Ninety-Four Cents (\$15,999.94). Both are
18 reasonable amounts. The reasonableness of the fee award is determined based on a reasonable
19 percentage of the common fund obtained for the class. The court also has considered the lodestar
20 amount. Awarding fees on a percentage basis encourages efficient litigation practices and reflects the
21 actual benefit obtained for the class.

22 14. The Court approves and orders payment from the Gross Settlement Amount in the
23 amount of Five Thousand Nine Hundred Fifty Dollars and Zero Cents (\$5,950.00) to Pheonix Class
24 Action Settlement Administration Solutions for performance of settlement administration services.

25 15. Participating Class Members will have one hundred eighty (180) calendar days from
26 the date of issuance of the check to cash or otherwise deposit their check. For any check not cashed
27 after 180 calendar days, the Settlement Administrator shall cancel the check and remit the funds to
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1 the California State Controller's Office for Unclaimed Property. The Settlement Administrator shall
2 inform the Parties regarding the status of any uncashed checks at the conclusion of the 180-calendar
3 day check cashing period, including the amount at issue.

4 16. As of the Effective Date and full funding of the Gross Settlement Amount and all
5 employer payroll taxes owed on the wage portion of the Individual Class Payments by Defendant to
6 the Settlement Administrator, all Participating Class Members, on behalf of themselves and their
7 respective former and present representatives, agents, attorneys, heirs, administrators, successors, and
8 assigns, release Released Parties from (i) all claims that were alleged, or could have been alleged,
9 based on the Class Period facts stated in the Operative Complaint, and ascertained in the course of
10 the Action, including without limitation, any and all claims involving any alleged failure to pay
11 minimum wage, failure to pay overtime wage, failure to provide meal periods, failure to provide rest
12 periods, failure to timely pay earned wages during employment, failure to provide complete and
13 accurate wage statements, failure to pay all earned wages and final paychecks due at time of
14 separation of employment. Except as set forth in Section 5.3 of the Settlement Agreement,
15 Participating Class Members do not release any other claims, including claims for vested benefits,
16 wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance,
17 disability, social security, workers' compensation, or claims based on facts occurring outside the
18 Class Period. The "Released Parties" means Defendant and each of its former and present directors,
19 officers, shareholders, owners, members, managing agents, clients, attorneys, insurers, predecessors,
20 successors, assigns, subsidiaries, and affiliates.

21 17. This Court shall retain jurisdiction with respect to all matters related to the
22 administration and consummation of the settlement, and any and all claims, asserted in, arising out
23 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to the
24 settlement and the determination of all controversies relating thereto.

25 18. The Settlement Administrator shall file a final report by **December 3, 2025** indicating
26 the disbursements were made pursuant to the settlement.

1 19. A Non-Appearence Case Review regarding distribution of the settlement funds is set
2 for **December 17, 2025**, at **8:30 a.m.** in Department 11 of the above-captioned Court.

3 **IT IS SO ORDERED.**

4 Dated: 12/19/2024

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Hon. David S. Cunningham III
Judge of the Superior Court



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David S. Cunningham III / Judge

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