

PLAINTIFF/PETITIONER: Jaime Sandoval, et al.
 DEFENDANT/RESPONDENT: Neill Aircraft Co.

CASE NUMBER:
 21STCV29248

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

SEE ATTACHED PROOF OF SERVICE

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

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

Date: July 21, 2025

Jhessica Tor

(TYPE OR PRINT NAME OF DECLARANT)



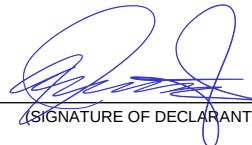

 (SIGNATURE OF DECLARANT)

EXHIBIT A

Electronically Received 07/09/2025 03:57 PM

Joanna Ghosh (SBN 272479)
Vartan Madoyan (SBN 279015)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
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Attorneys for Plaintiffs and the Class

FILED
Superior Court of California
County of Los Angeles

07/15/2025

David W. Stryker, Executive Officer / Clerk of Court

By: P. Herrera Deputy

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

JAIME SANDOVAL, VICTOR
RODRIGUEZ, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiffs,

vs.

NEILL AIRCRAFT CO., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No. 22STCV29248

Honorable Elihu M. Berle
Department 6

CLASS ACTION

**REVISED [~~PROPOSED~~] FINAL
APPROVAL ORDER AND
JUDGEMENT**

Date: July 2, 2025
Time: 9:00 a.m.
Department: 6

Complaint Filed: August 9, 2021
FAC Filed: February 15, 2022
SAC Filed: October 18, 2024
Trial Date: None Set

1 This matter came on before the Honorable Elihu M. Berle in Department 6 of the above-
2 entitled Court, located at 312 N. Spring Street, Los Angeles, California 90012, on July 2, 2025 at
3 9:00 a.m., on Plaintiffs Jaime Sandoval's and Victor Rodriguez's (together, the "Plaintiffs")
4 Motion for Final Approval of Class Action and PAGA Settlement, Attorneys' Fees and Costs, and
5 Enhancement Payments ("Motion for Final Approval"). Lawyers *for* Justice, PC appeared on
6 behalf of Plaintiffs, and Sheppard, Mullin, Richter & Hampton LLP appeared on behalf of
7 Defendant Neill Aircraft Co. ("Defendant").

8 On March 7, 2025, the Court entered the Order Granting Preliminary Approval of Class
9 Action and PAGA Settlement ("Preliminary Approval Order"), thereby preliminarily approving
10 the settlement of the above-entitled action ("Action") in accordance with the Second Amended
11 Joint Stipulation of Class Action and PAGA Settlement ("Settlement," "Agreement," or
12 "Settlement Agreement"), which, together with the exhibits annexed thereto set forth the terms
13 and conditions for settlement of the Action.

14 Having reviewed the Settlement Agreement and duly considered the parties' papers and
15 oral argument, and good cause appearing,

16 **THE COURT HEREBY ORDERS, ADJUDGES, AND DECREES AS FOLLOWS:**

- 17 1. The Motion for Final Approval is granted in its entirety.
- 18 2. All terms used herein shall have the same meaning as defined in the Settlement
19 Agreement and the Preliminary Approval Order.
- 20 3. Unless otherwise specified, all citations and references to the PAGA statute that are
21 contained within this motion and supporting papers are to the former version of the PAGA statute
22 prior to the recent amendment effective July 1, 2024; the amended PAGA statute does not apply
23 to the above-captioned action and the Settlement pursuant to California Labor Code § 2699, subd.
24 (v), as amended, because the above-captioned action was filed prior to June 19, 2024.
- 25 4. This Court has jurisdiction over the claims of the Class Members and PAGA
26 Members as it pertains to the Action and the claims asserted in the Action. The Court also has
27 jurisdiction over all parties to the Action as it pertains to the Action and the claims asserted in the
28 Action.

1 5. The Court finds that the applicable requirements of California Code of Civil
2 Procedure section 382 and California Rule of Court 3.769, *et seq.* have been satisfied with respect
3 to the Class and the Settlement. The Court hereby makes final its earlier provisional certification
4 of the Class for settlement purposes, as set forth in the Preliminary Approval Order. The Class is
5 hereby defined to include:

6 All current and former hourly-paid or non-exempt employees of Defendant
7 within the State of California at any time during the Class Period (“Class”
8 or “Class Members”).

9 6. The “PAGA Members” are hereby defined to consist of the following individuals:
10 all current and former hourly-paid or non-exempt employees of Defendant within the State of
11 California at any time during the PAGA Period.

12 7. The Court Approved Notice of Class Action Settlement (“Class Notice”) that was
13 provided to the Class Members and PAGA Members, fully and accurately informed the Class
14 Members of all material elements of the Settlement and of their opportunity to participate in the
15 Class Settlement, object to or comment to the Class Settlement, or to seek exclusion from the Class
16 Settlement; the Class Notice was the best notice practicable under the circumstances; the Class
17 Notice was valid, due, and sufficient notice to all Class Members; and the Class Notice complied
18 fully with the laws of the State of California, the United States Constitution, due process and other
19 applicable law. The Class Notice fairly and adequately described the Agreement and provided the
20 Class Members with adequate instructions and a variety of means to obtain additional information.

21 8. Pursuant to California law, the Court hereby grants final approval of the Settlement
22 Agreement and finds that it is reasonable and adequate, and in the best interests of the Class as a
23 whole. More specifically, the Court finds that the Settlement Agreement was reached following
24 meaningful discovery and investigation conducted by Lawyers *for* Justice, PC (“Class Counsel”);
25 that the Settlement Agreement is the result of serious, informed, adversarial, and arms-length
26 negotiations between the parties; and that the terms of the Agreement are in all respects fair,
27 adequate, and reasonable. In so finding, the Court has considered all of the evidence presented,
28 including evidence regarding the strength of Plaintiffs’ claims; the risk, expense, and complexity
of the claims presented; the likely duration of further litigation; the amount offered in the

1 Settlement Agreement; the extent of investigation and discovery completed; and the experience
2 and views of Class Counsel. The Court finds that the Settlement, including the monetary
3 allocations and payments, appear within the range of reasonableness, and that the monetary
4 recovery to the Class is fair, adequate, and reasonable when balanced against the probable outcome
5 of further litigation relating to certification, liability, and damages issues. The Court has further
6 considered the response to the Class Settlement by Class Members.

7 9. A full opportunity has been afforded to the Class Members to participate in the
8 Final Approval Hearing, and all Class Members and other persons wishing to be heard have been
9 heard. The Class Members also have had a full and fair opportunity to exclude themselves from
10 the Class Settlement. Accordingly, the Court hereby orders that all Plaintiffs and all Class
11 Members who have not submitted a timely and valid Request for Exclusion from the Class
12 Settlement (“Settlement Class Members”) are bound by the Class Settlement and by this order and
13 judgment (“Final Approval Order and Judgment”), and, upon full funding of the Total Settlement
14 Amount, will be deemed to have fully, finally, and forever released, settled, compromised,
15 relinquished, and discharged the Released Parties, and each of them, from all Released Class
16 Claims, in accordance with the terms set forth in the Agreement.

17 10. The Court has also considered and reviewed the Settlement and the allocation of
18 \$80,000.00 toward civil penalties under the California Private Attorneys General Act of 2004
19 (“PAGA Amount”), and the Court finds that the PAGA Amount is fair, reasonable, and
20 appropriate, and hereby approved. The Settlement Administrator shall distribute the PAGA
21 Amount as follows: the amount of \$60,000.00 to the LWDA (“LWDA Payment”), and the amount
22 of \$20,000.00 to the PAGA Members, in accordance with the terms and methodology set forth in
23 the Settlement Agreement.

24 11. The Court hereby orders that Plaintiffs, the State of California (with respect to all
25 PAGA Members), and all PAGA Members are bound by the PAGA Settlement and this Final
26 Approval Order and Judgment, and, upon full funding of the Total Settlement Amount, will be
27 deemed to have fully, finally, and forever released, settled, compromised, relinquished, and
28

1 discharged the Released Parties, and each of them, from all Released PAGA Claims, in accordance
2 with the terms set forth in the Agreement.

3 12. The Court hereby orders that upon full funding of the Total Settlement Amount,
4 Plaintiffs will be deemed to have fully and finally released and discharged the Released Parties of
5 and from Plaintiffs' Released Claims.

6 13. The Court hereby directs that the Settlement be affected in accordance with the
7 Settlement Agreement and the terms and conditions set forth herein.

8 14. The Court finds that payment of Settlement Administration Costs in the amount of
9 \$8,000.00 is appropriate for the services performed and costs incurred and to be incurred for the
10 notice and settlement administration process. It is hereby ordered that the Settlement
11 Administrator, Simpluris, shall issue payment to itself in the amount of \$8,000.00, in accordance
12 with the terms and methodology set forth in the Agreement.

13 15. The Court finds that the Enhancement Payments sought are fair and reasonable. It
14 is hereby ordered that the Settlement Administrator issue payment in the amount of \$5,000.00 to
15 each Plaintiff (for a total of \$10,000.00) for the Enhancement Payments, according to the terms
16 and methodology set forth in the Agreement.

17 16. The Court finds that the requested Attorneys' Fees in the amount of \$300,000.00 to
18 Class Counsel falls within the range of reasonableness, and the results achieved justify the award
19 sought. The requested attorneys' fees to Class Counsel are fair, reasonable, and appropriate, and
20 are hereby approved. It is hereby ordered that the Settlement Administrator issue payment in the
21 amount of \$300,000.00 to Class Counsel for attorneys' fees, in accordance with the terms and
22 methodology set forth in the Agreement.

23 17. The Court finds that the requested Attorneys' Costs of \$15,670.32 to Class Counsel
24 is reasonable, and hereby approved. It is hereby ordered that the Settlement Administrator issue
25 payment in the amount of \$15,670.32 to Class Counsel for reimbursement of litigation costs and
26 expenses, in accordance with the terms and methodology set forth in the Agreement.

27 18. It is hereby ordered that within fifteen (15) calendar days after the Effective Date,
28 the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid

1 by Defendant pursuant to the terms of the Settlement Agreement. Within thirty (30) calendar days
2 after the Effective Date, Defendant will fund \$450,000.00 (“First Installment”) of the Total
3 Settlement Amount, plus an amount sufficient for Employer Taxes, into a settlement account to be
4 established by the Settlement Administrator. Within one hundred eighty (180) calendar days after
5 the Effective Date, Defendant will fund \$450,000.00 (“Second Installment”) of the Total
6 Settlement Amount, plus an amount sufficient for Employer Taxes, into a settlement account to be
7 established by the Settlement Administrator.

8 19. It is hereby ordered that within seven (7) calendar days of the date on which the
9 Settlement Administrator receives the First Installment of the Total Settlement Amount, the
10 Settlement Administrator will distribute the Court-approved Individual Settlement Payments to
11 Settlement Class Members. Within seven (7) calendar days of the date on which the Settlement
12 Administrator receives the Second Installment of the Total Settlement Amount, the Settlement
13 Administrator will distribute the Court-approved Enhancement Payments to Plaintiffs, the
14 Individual PAGA Payments to PAGA Members, the LWDA Payment to the LWDA, the
15 Settlement Administration Costs to itself, and the Attorneys’ Fees and Costs to Class Counsel, in
16 accordance with the terms and methodology set forth in the Agreement.

17 20. Each Individual Settlement Payment and Individual PAGA Payment check will be
18 valid and negotiable for one hundred eighty (180) calendar days from the date the checks are
19 issued, and thereafter, shall be canceled. All funds associated with such canceled checks will be
20 transmitted to the Legal Aid Foundation of Los Angeles, after entry of an amended judgments in
21 compliance with California Code of Civil Procedure section 384. All Settlement Class Members
22 and PAGA Members shall be bound by the terms and conditions of the Settlement Agreement
23 regardless of whether or not they cash or otherwise negotiate their Individual Settlement Payment
24 check and/or their Individual PAGA Payment check.

25 21. After entry of this Final Approval Order and Judgment, pursuant to California Rules
26 of Court, Rule 3.769(h), the Court shall retain jurisdiction to construe, interpret, implement, and
27 enforce the Settlement Agreement and this Final Approval Order and Judgment, to hear and
28

1 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate
2 any dispute arising from or in connection with the distribution of settlement benefits.

3 22. Individualized notice of this Final Approval Order and Judgment is not required.
4 Class Counsel shall also submit a copy of the Final Approval Order and Judgment to the LWDA
5 in accordance with California Labor Code section 2699(l)(3).

6 23. An Order to Show Cause re Compliance Hearing is set for March 16, 2026 at 8:30
7 a.m. in Department 6. Class Counsel shall submit a report regarding the distribution of the
8 settlement funds by March 9, 2026.



Elihu M. Berle

9
10 Dated: 07/15/2025

Elihu M. Berle / Judge

Honorable Elihu M. Berle
Judge of the Los Angeles County Superior Court of
California

EXHIBIT B

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 6

21STCV29248

JAIME SANDOVAL vs NEILL AIRCRAFT CO.

July 2, 2025

9:00 AM

Judge: Honorable Elihu M. Berle

Judicial Assistant: P. Herrera

Courtroom Assistant: M. Molinar

CSR: None

ERM: None

Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Vartan Serge Madoyan via LACC

For Defendant(s): Lauren Joelle Blaes via LACC

NATURE OF PROCEEDINGS: Hearing on Motion for Final Approval of Settlement

The matter is called for hearing.

The Court has reviewed and considered the documents submitted by counsel.

The Motion for Final Approval of Settlement is heard. No objections were filed and there are no objectors present.

The Court finds that the settlement is fair, reasonable and adequate.

The Motion for Final Approval of Settlement is GRANTED. The Court award attorneys' fees in the amount of \$300,000.00. The Court grants the enhancement award in the of \$5,000 each class representative for a total of \$10,000.00. Costs are awarded in the amount of \$15,670.32. The Court further awards administration fees in the amount of \$8,000.00.

Revised Order and Judgment shall be submitted by July 10, 2025. Order and Judgment to include the Order to Show Cause Re Compliance hearing date, joint report due date, and administrator declaration due date.

Order to Show Cause Re: Compliance with the Terms of the Settlement is scheduled for 03/16/2026 at 08:30 AM in Department 6 at Spring Street Courthouse.

The parties are ordered to meet and confer and file a joint status report and a declaration from the administrator by March 9, 2026, advising the Court of the status of the distribution of settlement funds.

Plaintiff is directed to give notice and post a copy of same on the parties' electronic service.

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 450 North Brand Blvd, Suite 900, Glendale, California 91203.

On July 21, 2025, I served the foregoing document(s) described as:

• **NOTICE OF ENTRY OF JUDGMENT OR ORDER**

on interested parties in this action by Electronic Service as follows:

Lauren Blaes, Esq.

Matthew Sonne, Esq.

SHEPPARD, MULLIN, RICHTER & HAMPTON LLP

650 Town Center Drive, 10th Floor

Costa Mesa, CA 92626

Emails: lblaes@sheppardmullin.com; msonne@sheppardmullin.com

Attorney for Defendants NEILL AIRCRAFT CO.

[X] BY ELECTRONIC SERVICE

Pursuant to the Court's Order regarding Electronic Service, I caused the documents described above to be E-Served through *Case Anywhere* by electronically mailing a true and correct copy through *Case Anywhere* to the individual(s) listed above.

State of California Labor & Workforce Development Agency

Web URL:

<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

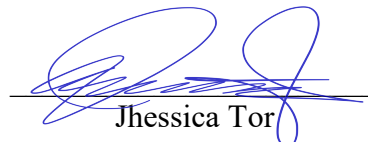
[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

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

Executed on July 21, 2025, at Glendale, California.


Jhessica Tor