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Attorneys for Plaintiff JORGE L. VASQUEZ HERNANDEZ,
as an individual and on behalf of all employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JORGE L. VASQUEZ HERNANDEZ,
individually, and on behalf of all others
similarly situated,

Plaintiff,

vs.

CALIBER AEROSPACE, LLC, a Texas
Limited Liability Company; EMPLOYER
SOLUTIONS STAFFING GROUP II, LLC, a
Minnesota Limited Liability Company; and
DOES 1 through 10, inclusive,

Defendants

Case No.: 23STCV20323

[Assigned for all purposes to Hon. Holly J.
Fujie, Department 56]

**CLASS AND PAGA REPRESENTATIVE
ACTION**

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS AND PAGA
REPRESENTATIVE ACTION
SETTLEMENT**

Date: November 5, 2024
Time: 8:30 a.m.
Courtroom: Dept. 56

Action Filed: August 24, 2023
Trial Date: Not Set

1 **TO ALL PARTIES AND THEIR COUNSEL OF RECORD:**

2 Plaintiff JORGE L. VASQUEZ HERNANDEZ (“Plaintiff”) and Defendants CALIBER
3 AEROSPACE, LLC and EMPLOYER SOLUTIONS STAFFING GROUP II, LLC (“Defendants”)
4 have reached terms of settlement for a putative class and PAGA representative action.

5 Plaintiff has filed a motion for final approval of a class and PAGA representative action
6 settlement of the claims asserted against Defendants in this action, memorialized in the CLASS
7 ACTION AND PAGA REPRESENTATIVE ACTION SETTLEMENT AGREEMENT (see Declaration
8 of Lilit Tunyan in Support of Plaintiff’s Motion for Final Approval of Class and PAGA Representative
9 Action Settlement [“Tunyan Decl.”], at Exh. 1). The CLASS ACTION AND PAGA
10 REPRESENTATIVE ACTION SETTLEMENT AGREEMENT is referred to herein as the “Agreement”
11 or “Settlement.”

12 After reviewing the Agreement, the Notice process, and other related documents, and having
13 heard the argument of Counsel for respective parties, **IT IS HEREBY ORDERED AS FOLLOWS:**

14 1. The Court finds the settlement was entered into in good faith, that the settlement is fair,
15 reasonable and adequate, and that the settlement satisfies the standards and applicable requirements for
16 final approval of this class action settlement under California law, including the provisions of
17 California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

18 2. The parties’ Settlement is GRANTED final approval. The Court has considered all
19 relevant factors for determining the fairness of the Settlement and has concluded that all such factors
20 weigh in favor of granting final approval. In particular, the Court finds that the Settlement was reached
21 following meaningful discovery and investigation conducted by Class Counsel; that the Settlement is the
22 result of serious, informed, adversarial, and arm’s-length negotiations between the Parties; and that the
23 terms of the settlement are in all respects fair, adequate, and reasonable.

24 3. The Court hereby GRANTS conditional certification of the Class, in accordance with
25 the Settlement, for purposes of this settlement only. The Settlement Class meets the requirements for
26 conditional certification for settlement purposes only under Code of Civil Procedure § 382.

27 4. The Class Notice provided to the Class complied with the requirements of Code of Civil
28 Procedure § 382, Civil Code § 1781, Rules of Court 3.766 and 3.769, the California and United States

1 Constitutions, and any other applicable law, and constituted the best notice practicable under the
2 circumstances, by providing individual notice to all Class Members who could be identified through
3 reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set
4 forth therein to the other Settlement Class Members. The Class Notice fully satisfied the requirements of
5 due process.

6 5. The following persons are certified as Class Members solely for the purpose of entering
7 a settlement in this matter:

8 All current and former non-exempt employees of Defendant Caliber
9 Aerospace, LLC and all current and former non-exempt employees of Defendant
10 Employer Solutions Staffing Group II, LLC placed at Caliber Aerospace, LLC within
11 the State of California during the Class Period (the “Class Period” is June 20, 2022
12 through April 11, 2024.) “Participating Class Members” are those Class Members who
13 do not submit timely exclusion requests to the Settlement Administrator. (Settlement, ¶
14 1.35.)

15 6. The following persons are PAGA Group Employees for the purpose of entering a
16 settlement in this matter:

17 All current and former non-exempt employees of Defendant Caliber Aerospace, LLC
18 and all current and former non-exempt employees of Defendant Employer Solutions
19 Staffing Group II, LLC placed at Caliber Aerospace, LLC within the State of
20 California during the PAGA Period (the “PAGA Period” is June 20, 2022 through April
21 11, 2024.) Aggrieved Employees cannot opt out of the settlement of the PAGA claim.
22 (Settlement, ¶ 7.5.4.)

23 7. The Court appoints Plaintiff JORGE L. VASQUEZ HERNANDEZ as the Class
24 Representative.

25 8. The Court appoints TUNYAN LAW, APC as Class Counsel. The Court finds
26 Plaintiff’s counsel are adequate, as they are experienced in wage and hour class action litigation and
27 have no conflicts of interest with absent Class Members, and that they adequately represented the
28 interests of absent class members in the Litigation.

9. The Court appoints Phoenix Class Action Administration Solutions to act as the
Settlement Administrator, pursuant to the terms set forth in the Agreement.

10. All other Class Members are Settlement Class Members, bound by the Final Approval
Order and Judgment in the Action.

1 11. Upon entry of this Final Approval Order and the subsequent Judgment, funding of the
2 Settlement and compensation to the Settlement Class Members and PAGA Employees shall be
3 implemented pursuant to the terms of the Settlement.

4 12. In addition to any recovery that Plaintiff may receive under the Settlement as a
5 Settlement Class Member, and in recognition of the Plaintiff's general release of individual claims and
6 his efforts on behalf of the Settlement Class, the Court hereby approves the payment of an enhancement
7 awards to Plaintiff JORGE L. VASQUEZ HERNANDEZ in the amount of **\$10,000.00**.

8 13. The Court approves the payment of attorneys' fees to Class Counsel in the amount of
9 **\$36,666.67** to Tunyan Law, APC. Litigation expenses are approved by the Court in the amount of
10 **\$13,064.24** to Tunyan Law, APC.

11 14. The Court approves and orders payment in the amount of **\$6,500.00** to Phoenix Class
12 Action Administration Solutions for its services as the Settlement Administrator.

13 15. The Court approves and orders payment in the amount of **\$11,250.00** to the Labor and
14 Workforce Development Agency in compromise of claims under the Labor Code Private Attorneys
15 General Act of 2004 (Labor Code § 2698 et seq.).

16 16. Upon completion of administration of the Settlement, the Parties shall file a declaration
17 stating that all amounts payable under the Settlement have been paid and that the terms of the Settlement
18 have been completed.

19 17. The Court sets a non-appearance case review regarding compliance with all fund
20 distribution requirements under the Settlement for _____, 2025, at _____,
21 in Dept. 56 of the above-entitled Court. A Final Report, including any declaration from the Settlement
22 Administrator regarding compliance, shall be filed with the Court no later than _____,
23 2025.

24 18. Once Defendants fully fund the Settlement by paying the amounts specified in the
25 Settlement, including the Gross Settlement Amount, Plaintiff, the Participating Class Members, and the
26 PAGA Employees, shall have, by operation of this Final Approval Order and the Judgment issued
27 thereon, fully, finally and forever released, relinquished, and discharged Defendants from the Released
28 Claims and released PAGA Claims described in the Settlement.

1 19. In accordance with California Rule of Court 3.771(b), the Parties are ordered to give
2 notice of this final Order and Judgment to all Settlement Class Members by posting the Order and
3 Judgment for 90 days on the Settlement Administrator’s website and to the LWDA, pursuant to Labor
4 Code § 2699(1)(3).

5 20. The Court retains jurisdiction to consider all further applications arising out of or in
6 connection with the settlement.

7
8
9 **IT IS SO ORDERED.**

10
11 Dated: _____

Hon. Holly J.Fujie
LOS ANGELES SUPERIOR COURT JUDGE

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 535 N Brand Blvd. Suite 285
7 Glendale, California 91203.

8 On the date indicated below, I served the document described as: **[PROPOSED] ORDER**
9 **GRANTING FINAL APPROVAL OF CLASS AND PAGA REPRESENTATIVE ACTION**
10 **SETTLEMENT** on the interested parties in this action by sending a true copy thereof to interested
11 parties as follows and as stated on the attached service list:

12 John R. Carrigan, Jr.

13 jcarrigan@cozen.com

14 Sarah Fan

15 HFan@cozen.com

16 **COZEN O'CONNOR**

17 401 Wilshire Blvd., #850

18 Santa Monica, CA 90401

19 Telephone: 310-943-4819

20 **Attorneys for Defendant CALIBER AEROSPACE, LLC**

21 David Fishman

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23 Keith Rossman

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BALLARD ROSENBERG GOLPER & SAVITT, LLP

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Telephone: (818) 508-3700

Attorneys for Defendant EMPLOYER SOLUTIONS STAFFING GROUP II, LLC

21 ☒ **BY ELECTRONIC SERVICE:** Based on an agreement of the parties to accept electronic service,
22 I caused the documents to be sent to the persons at the electronic service addresses listed above
23 via electronic mail. I did not receive an error message.

24 ☒ **BY E-MAIL:** I hereby certify that this document was served from Glendale, California,
25 by e-mail delivery on the parties listed herein at their most recent known e-mail address
26 or e-mail of record in this action.

27 I declare under penalty of perjury under the laws of the State of California that the
28 above is true and correct. Executed on October 10, 2024 at Glendale, California.

Lilit Tunyan

Name



Signature