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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

ANDREW TREJO BACA; CHRISTOPHER
FRANCESCHI, on behalf of themselves and all
others similarly situated, and the general public,

Plaintiffs,

v.

AIRPORT APPLIANCE, INC., a California
corporation; AIRPORT HOME APPLIANCE, a
business entity of unknown form; and DOES 1
through 50, inclusive,

Defendants.

Case No. 23CV421926

[Assigned for all purposes to the Hon.
Theodore C. Zayner, Dept. 19]

**[PROPOSED] ORDER AND JUDGMENT
FOR FINAL APPROVAL OF CLASS
ACTION SETTLEMENT AND FOR
ATTORNEYS' FEES AND COSTS**

Date: February 11, 2026

Time: 1:30 p.m.

Dept: 19

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1 The Motion for Final Approval of Class Action Settlement (“Motion”) came before this
2 Court on February 11, 2026, at 1:30 p.m., in in Department 19 of the above-entitled court,
3 located at 161 North First Street, San Jose, California 95113. Plaintiffs Christopher Franceschi
4 and Andrew Trejo Baca (“Plaintiffs”) appeared through their attorneys of record. Defendant
5 Airport Appliance, Inc. (“Defendant”) appeared through its attorneys of record. (Plaintiffs and
6 Defendant collectively referred to herein as the “Parties”).

7 The Court, having considered the Class Action and PAGA Settlement Agreement, and
8 (hereafter, “Settlement Agreement”), attached as Exhibit 1 to the Declaration of Aaron Bartz in
9 Support of Plaintiffs’ Motion for Final Approval of Class Action Settlement and having
10 considered the Motion for Final Approval of Class Action Settlement (“Motion”), and having
11 considered the respective points and authorities and declarations submitted by the parties in
12 support of the Motion; and good cause appearing, HEREBY ORDERS, DECREES AND
13 ADJUDGES AS FOLLOWS:

14 1. This Judgment Granting Final Approval of Class Action Settlement
15 incorporates by reference the definitions set forth in the Settlement Agreement, and all terms
16 used herein shall have the same meanings as set forth in the Settlement Agreement.

17 2. The Court hereby approves the terms set forth in the Settlement Agreement and
18 finds that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, and in
19 the best interests of the Class, and directs the Parties to effectuate the Settlement Agreement
20 according to its terms. The Court has jurisdiction over the subject matter of this proceeding
21 and over all Parties to this proceeding, including Class Members.

22 3. This Court certifies a Settlement Class under California Code of Civil
23 Procedure section 382 for purposes of settlement only based on the reasons set forth in this
24 Judgment, and defined as follows:

25 All current and former non-exempt employees who have performed work
26 in the state of California for Defendant at any time during the period
27 beginning from September 5, 2019 through November 22, 2024.

1 4. Each member of the Settlement Class will release Defendant and the other
2 Released Parties pursuant to the terms of the Settlement Agreement. Plaintiffs also release the
3 Released Parties pursuant to the terms of the Settlement Agreement.

4 5. The distribution of the Court Approved Notice of Class Action Settlement and
5 Hearing Date for Final Court Approval (“Class Notice”) to the Class as set forth in the
6 Settlement Agreement has been completed in conformity with the Preliminary Approval Order.
7 The Class Notice provided adequate notice of the proceedings and about the case, including the
8 proposed settlement terms as set forth in the Settlement Agreement. The Class Notice fully
9 satisfied due process requirements. The Class Notice was sent via U.S. Mail to all persons
10 entitled to such notice and to all Class Members who could be identified through reasonable
11 effort. As executed, the Class Notice was the best notice practicable under the circumstances.
12 Class Members were afforded the opportunity to exclude themselves or object to the settlement.
13 No Class Member objected to the settlement, and no class members excluded themselves from
14 the settlement.

15 6. The Court finds that the Settlement Agreement has been reached as a result of
16 informed and non-collusive arms-length negotiations. Consummation of the settlement in
17 accordance with the terms and provisions of the Settlement Agreement is therefore approved.

18 7. The Settlement Agreement is not an admission by Defendant, nor is this
19 Judgment a finding of the validity of any allegations or of any wrongdoing by Defendant. The
20 Settlement Agreement and/or the fact of settlement, shall not be construed as an admission or
21 concession by Defendant of any violations or failure to comply with applicable law. Except as
22 necessary in a proceeding to enforce the terms of the Settlement Agreement, the Settlement and
23 its terms and provisions shall not be offered or received as evidence in any action or proceeding
24 to establish any liability or admission on the part of Defendant or to establish the existence of
25 any condition constituting a violation of, or a non-compliance with federal, state, local or other
26 applicable law. Neither this Judgment, the Settlement Agreement, or any document referred to
27 herein, or any action taken to carry out the Settlement Agreement, shall be construed or deemed

to be an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.

8. The Gross Settlement Amount is \$1,800,000. The Gross Settlement Amount shall represent the total consideration to be paid by Defendant in connection with this settlement, except that Defendant shall also pay the employer's share of payroll taxes pursuant to the Settlement Agreement. Defendant shall have no further liability for costs, expenses, interest, taxes, attorneys' fees, or for any other charge, expense, or liability, except as provided in the Settlement Agreement.

9. The Court hereby confirms that named Plaintiffs Christopher Franceschi and Andrew Trejo Baca are approved as Class Representatives, and awards incentive payments as follows: \$15,000 to Christopher Franceschi, and \$10,000 to Andrew Trejo Baca. The payment of the Class Representative enhancement awards shall be made in accordance with the terms of the Settlement Agreement.

10. The Court hereby approves the following as Class Counsel: Bartz Law Group APC, United Employees Law Group PC, and D.Law, Inc. The Court further awards Class Counsel the amount of \$630,000 in attorneys' fees. Class Counsel shall also be awarded costs in the amount of \$26,578. The attorneys' fees and costs authorized by this paragraph shall be paid in accordance with the terms of the Settlement Agreement.

11. The Court further approves the payment of \$15,000 to Xpand Legal for the fees and costs of administering the settlement as set forth in the Settlement Agreement. The payment authorized by this paragraph shall be paid in accordance with the terms of the Settlement Agreement.

12. The Administrator shall promptly calculate and mail the checks to those Class Members who have not opted out and cause to be paid attorneys' fees, taxes, costs, and enhancements as approved by the Court and in accordance with the terms of the Settlement Agreement. The envelope transmitting the settlement distribution to a class member shall bear the notation, "YOUR CLASS ACTION SETTLEMENT CHECK IS ENCLOSED." A Class Member must cash his or her Settlement Share check within 180 calendar days after it

1 is mailed to him or her. If the check remains uncashed by the expiration of the 180-day
2 period, the Administrator shall send those funds to Legal Aid at Work. As such, no “unpaid
3 residue” under California Code of Civil Procedure section 384 will result from the
4 Settlement.

5 13. Pursuant to PAGA, the LWDA has been given notice of the Settlement and
6 Plaintiffs submitted to the LWDA a notice of the Settlement enclosing a copy of the Settlement.
7 The court finds and determines that the notice of the Settlement complied with the statutory
8 requirements of PAGA. The Court hereby grants approval of the portion of the Settlement
9 Agreement resolving Plaintiffs’ PAGA Claims, including the settlement and release of the
10 PAGA Claims from July 3, 2022 through November 22, 2024, as defined in the Settlement
11 Agreement, and the payment of Ninety Thousand Dollars (\$90,000) from the Gross Settlement
12 Amount to resolve the PAGA claims (“PAGA Penalties”), of which Sixty Seven Thousand
13 Five Hundred Dollars (\$67,500) (75% of the PAGA Penalties) will be distributed to the Labor
14 Workforce and Development Agency (LWDA), with the remaining portion – Twenty-Two
15 Thousand Five Hundred Dollars (\$22,500) (25% of the PAGA Penalties) – going to Aggrieved
16 Employees. Aggrieved Employees shall be paid their portion of the Twenty-Two Thousand
17 Five Hundred Dollars (\$22,500) on a pro rata basis, based on their proportionate pay periods
18 worked for Defendant from July 3, 2022 through November 22, 2024. The payment to each
19 Aggrieved Employee shall be made in the form of a check to be mailed to each of them pursuant
20 to the Settlement Agreement. The payment to the LWDA shall be made in the form of a check
21 to be mailed to the LWDA pursuant to the Settlement Agreement. The State of California and
22 all Aggrieved Employees, including Non-Participating Class Members who are Aggrieved
23 Employees, are deemed to have fully, finally, and forever released, settled, compromised,
24 relinquished, and discharged the Released Parties from the claims for civil penalties for the
25 violations of the California Private Attorneys General Act of 2004 that could have been sought
26 by the Labor Commissioner for the violations of PAGA identified in the PAGA Notice and the
27 Action during the PAGA Period.

1 14. The Parties agree that, upon final approval of the settlement, the Court shall enter
2 Judgment on the terms set forth herein. The Court shall have continuing jurisdiction over the
3 construction, interpretation, implementation and enforcement of the Settlement Agreement
4 according to its terms, over the administration and distribution of the settlement proceeds, and
5 other post-Judgment matters as are permitted by law.

6 15. This Judgment shall be entered pursuant to the Settlement Agreement and is
7 intended to effectuate the settlement as more fully described in the Settlement Agreement. In
8 the event that the settlement does not become effective in accordance with the terms of the
9 Settlement Agreement, then this Judgment shall be rendered null and void to the extent
10 provided by and in accordance with the Settlement Agreement and shall be vacated.

11 16. A Final Accounting is set for _____, 2026 at _____ a.m./p.m.
12 in Department 19 of the above-referenced Court, and no later than _____,
13 the parties shall file and serve a compliance report.

14 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

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17 Dated: _____

Hon. Theodore C. Zayner
Judge of the Superior Court