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ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
1/16/2026 1:56:39 PM

Clerk of the Superior Court
By G. Rodriguez ,Deputy Clerk

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

MARCELINA PEREYRA *et al.*

Plaintiff,

vs.

G.A.T. AIRLINE GROUND SUPPORT, INC. *et al.*

Defendants.

Case No. 37-2024-00000064-CU-OE-CTL

Hon. Carolyn M. Caietti
Dept. 70

CLASS ACTION

**Notice of Entry of Order Granting Final
Approval and Entering Judgment**

Action Filed: January 2, 2024

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5 **MOON LAW GROUP, PC**
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8 *Attorneys for Plaintiff Ulualofaiga Manu, Angel Grant, and Tammy Lynn Asuncion*
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1 TO THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD, PLEASE
2 TAKE NOTICE THAT:

3 1. On January 9, 2026, at 9:45 a.m. in this Department, the Court entered the Order and
4 Judgment Granting Final Approval of Class Action Settlement and Attorneys' Fees and Costs and
5 Entering Judgment attached hereto as Exhibit 1.

6 2. The Judge confirmed the Court's Tentative Ruling attached hereto as Exhibit 2.

7 3. A conformed copy of this Notice will be submitted to the LWDA via its online
8 electronic portal in accordance with Labor Code § 2699(s)(3).

9 4. Notice of the Court's final ruling and entry of judgment is hereby provided.

10
11 Respectfully submitted,

12
13 Dated: January 14, 2026

Ferraro Vega Employment Lawyers, Inc.

14 

15 Nicholas J. Ferraro

16 Attorneys for Plaintiff Marcelina Pereyra
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EXHIBIT 1

FILED
San Diego Superior Court

JAN 09 2026

Clerk of the Superior Court
By: A. Zarzoso, Deputy

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

MARCELINA PEREYRA, individually and on
behalf of all others similarly situated and the
State of California under the Private Attorneys
General Act,

Plaintiffs,

vs.

G.A.T. AIRLINE GROUND SUPPORT, INC.
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 37-2024-00000064-CU-OE-CTL

Hon. Carolyn M. Caietti
Dept. 70

**~~PROPOSED~~ ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

*[Filed with Plaintiffs' Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Kane Moon, the Declaration of
Nicholas J. Ferraro, the Declaration of
Plaintiff Pereyra, the Declaration of Plaintiff
Manu, the Declaration of Plaintiff Grant, the
Declaration of Plaintiff Asuncion, the
Declaration of William Argueta, and
[Proposed] Judgment]*

FINAL APPROVAL HEARING:

Date: January 9, 2026
Time: 10:30 a.m.
Dept.: 70

Complaint Filed: January 2, 2024
Trial: Not set

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8 *Attorneys for Plaintiff Ulualofaiga Manu, Angel Grant, and Tammy Lynn Asuncion*

1 **~~PROPOSED~~ FINAL APPROVAL ORDER**

2 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

3 On July 28, 2025, the Court entered an Order which granted Plaintiffs' Motion for
4 Preliminary Approval of Class Action and PAGA Settlement, granted conditional class certification,
5 approved the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary
6 Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the
7 "Action") that was reached between Plaintiffs Marcelina Pereyra, Ulualofaiga Manu, Angel Grant,
8 and Tammy Lynn Asuncion ("Plaintiffs") and Defendant G.A.T. Airline Ground Support, Inc.
9 ("Defendant" or "G.A.T. Airline") (together with Plaintiffs, the "Parties"), in accordance with the
10 Parties' Class and Collective Action and PAGA Settlement Agreement (the "Settlement"). The
11 Settlement was attached as **Exhibit 1** to the Declaration of Kane Moon in Support of Plaintiffs'
12 Motion for Final Approval of Class Action and PAGA Settlement. The Court now has before it an
13 Order Granting Final Approval of Class Action and PAGA Settlement ("Final Approval Order") to
14 finally approve the Settlement.

15 Due and adequate notice having been given to Class Members, and the Court having reviewed
16 the Settlement and duly considered Plaintiffs' Motion for Final Approval of Class Action and PAGA
17 Settlement ("Motion for Final Approval"), the supporting declarations and exhibits thereto, all other
18 papers filed and proceedings had hereto, the record in this Action, and any oral argument, and good
19 cause appearing, **THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:**

20 1. The Court, for purposes of this Final Approval Order, refers to all terms and
21 definitions as set forth in the Settlement.

22 2. Plaintiffs' Motion for Final Approval came before Department 70 of this Court, the
23 Honorable Carolyn M. Caietti presiding, on January 9, 2026.

24 3. The Court finds that the Settlement was made and entered into in good faith, the terms
25 of which are fair, reasonable, and adequate; was reached following meaningful discovery and
26 investigation conducted by Plaintiffs and their counsel of record ("Class Counsel"); is the result of
27 serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore,
28 meets the requirements for final approval. In so finding, the Court has considered all the evidence

1 presented, including evidence regarding the strength of Plaintiffs' claims; the risk, expense, and
2 complexity of the claims presented; the likely duration of further litigation; the settlement amount
3 offered; the extent of investigation and discovery completed; and the experience and views of Class
4 Counsel. The Court has further considered the seven opt-outs from and the zero objections to the
5 Settlement. Accordingly, the Court hereby **GRANTS** Plaintiffs' Motion for Final Approval and
6 **ORDERS** Judgment to be entered in accordance with the terms herein.

7 4. The Court certifies, for settlement purposes only, the following class ("Class
8 Members"): all individuals currently or formerly employed by Defendant in California as hourly,
9 non-exempt employees during the period from May 1, 2019, through July 25, 2025 (the "Class
10 Period").

11 5. Notwithstanding the submission of a timely Request for Exclusion, Class Members
12 are still bound by the settlement and release of the PAGA claims or remedies under the Judgment
13 pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests to be excluded from the
14 Settlement do not apply to the PAGA claims.

15 6. The PAGA release component of the Settlement shall bind the State of California and
16 PAGA Members, defined as follows: all individuals currently or formerly employed by Defendant
17 in California as hourly, non-exempt employees during the period from June 18, 2022, through July
18 25, 2025 ("PAGA Period").

19 7. The Court finds that Plaintiffs have exhausted all administrative remedies required
20 to bring the PAGA claims asserted in this Action and are authorized to act as private attorneys
21 general with respect to the PAGA claims being released under the Settlement. The Court further
22 finds that pursuant to California Labor Code section 2699(1)(2), the California Labor and Workforce
23 Development Agency ("LWDA") was given timely notice of the Settlement, has not objected, and is
24 therefore bound by this Final Approval Order.

25 8. The deadline to submit a Request for Exclusion or to submit written Objections to the
26 Settlement was November 29, 2025.

27 9. Seven Requests for Exclusion were received from David Jin Hyung Park, Elke Stein,
28 Leah Saycon Tacujan, Samuel Leklyan, Scott Santos Faria, Valerie Hardman, and Vanessa Valdez.

1 Accordingly, these seven individuals are excluded from the Class, and 4,585 Class Members remain
2 in the Class and are bound by this Final Approval Order and the accompanying Judgment.

3 10. The Court finds that a full opportunity has been afforded to Class Members to object
4 to the Settlement and participate in the Final Approval Hearing. All Class Members had an
5 opportunity to object to the Settlement. No written Objections were received, and no Class Members
6 appeared at the Final Approval Hearing to present any Objections.

7 11. The Class Notice, which was attached as Exhibit A to the Settlement and provided to
8 the Class pursuant to the plan for distribution described under the Settlement, conformed with the
9 requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice
10 practicable under the circumstances, by providing individual and adequate notice of the proceedings
11 and of the matters set forth therein to Class Members. The Class Notice fully satisfied the
12 requirements of due process and provided the Class Members with adequate instructions and a variety
13 of means to obtain additional information.

14 12. **Releases of Claims.** Effective on the date when G.A.T. Airline fully funds the Gross
15 Settlement Amount and all associated employer payroll taxes owed on the Wage Portion of the
16 Individual Class Payments, the following releases of claims against all Released Parties will take
17 effect:

18 a. **Released Parties.** “Released Parties” means Defendant and each of its past,
19 present and future agents, employees, servants, officers, directors, managing agents,
20 members, owners (whether direct or indirect), partners, trustees, representatives,
21 shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related
22 companies/corporations and/or partnerships, divisions, assigns, predecessors, successors,
23 insurers, consultants, joint venturers, joint employers, potential and alleged joint
24 employers, temporary staffing agencies (whether direct or indirect), contractors, affiliates,
25 service providers, alter-egos, vendors, affiliated organizations, any person and/or entity
26 with potential or alleged to have joint liability, and all of their respective past, present and
27 future employees, directors, officers, members, owners, agents, representatives, payroll
28 agencies, attorneys, stockholders, fiduciaries, parents, subsidiaries, other service providers,

1 and assigns, and any and all persons and/or entities acting under, by, through or in concert
2 with any of them. (Settlement, ¶ 1.50.)

3 b. Named Plaintiffs' General Release. As a condition of receiving any portion
4 of the Class Representative Service Payment, Named Plaintiffs' and each of Named
5 Plaintiffs' respective former and present spouses, representatives, agents, attorneys, heirs,
6 administrators, successors, and assigns, release and discharge Released Parties from all
7 claims, transactions, or occurrences, including, but not limited to from all known and
8 unknown claims, transactions, or occurrences under federal, state and/or local law, statute,
9 ordinance, regulation, common law, or other source of law, including but not limited to
10 claims arising from or related to Plaintiffs' employment with Defendant and Plaintiffs'
11 compensation while so employed ("Plaintiffs' Release"). Plaintiffs' Release includes all
12 claims that were, or reasonably could have been, alleged, based on the facts contained, in
13 the Action, Operative Complaint, PAGA Notice, or ascertained during the Action; and (b)
14 any other claims, debts, liabilities, demands, damages, obligations, actions and causes of
15 actions, of any nature whatsoever, whether known or unknown, or suspected or
16 unsuspected, arising out of or in connection with their employment with G.A.T. Airline,
17 the separation of such employment, or any other act, omission or event occurring between
18 the Parties at any time prior to the date the Named Plaintiffs executes this Agreement. This
19 General Release includes, without limitation: (1) all claims for violation of any federal,
20 state or local statute, ordinance or regulation relating to employment benefits, leaves of
21 absence, or discrimination, harassment, retaliation, or whistleblowing in employment,
22 specifically including, without limitation, the California Fair Employment and Housing
23 Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family
24 and Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers
25 Benefit Protection Act, the Genetic Information Nondiscrimination Act, the Americans
26 with Disabilities Act, and the Employee Retirement Income Security Act, the Consolidated
27 Omnibus Budget Reconciliation Act, the Securities Act, the Immigration Reform and
28 Control Act the Worker Adjustment and Retraining Notification Act of 1988, the California

1 Worker Adjustment and Retraining Notification Act, the Uniformed Service Employment
2 and Reemployment Rights Act, and any regulation of any administrative agency or
3 governmental authority relating to employment benefits or discrimination or harassment or
4 retaliation in employment; (2) all claims for unpaid wages, including, but not limited to,
5 failure to pay minimum wages, straight time compensation, overtime compensation,
6 double-time compensation, and interest; the calculation of the regular rate of pay; wages
7 related to alleged illegal time rounding; failure to pay wages at least twice each calendar
8 month; failure to timely pay wages; failure to timely pay final wages; missed/short/late/
9 interrupted meal period, rest period, and/or recovery period wages/premiums; failure to
10 provide meal periods; failure to authorize and permit rest periods and/or recovery periods;
11 the calculation of meal period, rest period, and/or recovery period premiums;
12 reimbursement for all necessary business expenses; payment for all hours worked,
13 including off-the-clock work; wage statements; deductions; failure to keep accurate
14 records; failure to provide records; failure to provide suitable seating; failure to maintain
15 temperature providing reasonable comfort; unlawful deductions and/or withholdings from
16 wages; unfair business practices; penalties, including, but not limited to, recordkeeping
17 penalties, wage statement and payroll reporting penalties, minimum-wage penalties, and
18 waiting-time penalties; and attorneys' fees and costs. Plaintiffs' Release includes all claims
19 arising under the California Labor Code (including, but not limited to, sections 200, 201,
20 201.1, 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5,
21 223, 224, 225, 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 246, 247.5, 248.5, 256, 450,
22 510, 511, 512, 515, 516, 550, 551, 552, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2,
23 1194.3, 1197, 1197.1, 1197.2, 1197.5, 1198, 1198.5, 2698 *et seq.*, 2699 *et seq.*, 2802, and
24 2804); all claims arising under: the Wage Orders of the California Industrial Welfare
25 Commission; the California Equal Pay Act of 1949; the California Fair Pay Act; the
26 California Private Attorneys General Act of 2004 (PAGA); California Business and
27 Professions Code section 17200, *et seq.*; the California Civil Code, to include sections
28 3287, 3336 and 3294; 8 CCR §§ 3203, 11070, 11090, 11100; California Code of Civil

1 Procedure § 1021.5; California Code of Civil Procedure § 1281.98; all state and local
2 ordinances related to COVID-19 right of recall; the California common law of contract; the
3 FLSA, 29 U.S.C. §§ 201, *et seq.*; 29 CFR 778.223; 29 CFR 778.315; federal common law;
4 and the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, *et seq.* (ERISA);
5 (3) any non-statutory tort or contractual claim, including all claims for breach of oral,
6 implied or written contract, breach of implied covenant of good faith and fair dealing,
7 negligent or intentional infliction of emotional distress, conversion, emotional distress,
8 retaliation, punitive damages; (4) all claims for wrongful termination of employment; (5)
9 all claims for lost wages, penalties and/or benefits; and (6) all claims for attorneys' fees
10 and costs arising under federal, state, or local laws for discrimination, harassment,
11 retaliation, and wrongful termination, such as, by way of example only, (as amended) 42
12 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities
13 Act (ADA), the Age Discrimination in Employment Act (ADEA), as amended by OWBPA,
14 and the California Fair Employment and Housing Act (FEHA). Named Plaintiffs' General
15 Release does not extend to any claims or actions to enforce this Agreement, or to any claims
16 for vested benefits, unemployment benefits, disability benefits, social security benefits,
17 workers' compensation benefits that arose at any time. Named Plaintiffs acknowledge that
18 they may discover facts or law different from, or in addition to, the facts or law that
19 Plaintiffs now know or believe to be true but agree, nonetheless, that Named Plaintiffs'
20 General Release shall be and remain effective in all respects, notwithstanding such different
21 or additional facts or their discovery of them. (*Id.* at ¶ 5.1.)

22 1) Named Plaintiffs' Section 1542 Waiver. For purposes of Named
23 Plaintiffs' General Release, Named Plaintiffs expressly waive and relinquish the
24 provisions, rights, and benefits, if any, of section 1542 of the California Civil Code,
25 which reads: A general release does not extend to claims that the creditor or releasing
26 party does not know or suspect to exist in his or her favor at the time of executing the
27 release, and that if known by him or her would have materially affected his or her
28 settlement with the debtor or Released Party. (*Id.* at ¶ 5.1.1.)

1 c. Release by Participating Class Members: All Participating Class Members
2 release Released Parties from any and all claims, damages, and penalties asserted in the
3 Action, as amended, and/or arising from the facts alleged in the Action or the PAGA Notice,
4 or that could have been raised in the Action or the PAGA Notice based on the facts alleged.
5 The Released Class Claims include all claims for unpaid wages, including, but not limited
6 to, failure to pay minimum wages, straight time compensation, overtime compensation,
7 double-time compensation, and interest; the calculation of the regular rate of pay; wages
8 related to alleged illegal time rounding; missed/short/late/interrupted meal period, rest
9 period, and/or recovery period wages/premiums; failure to provide meal periods; failure to
10 authorize and permit rest periods and/or recovery periods; the calculation of meal period,
11 rest period, and/or recovery period premiums; payment for all hours worked, including off-
12 the-clock work; failure to reimburse business expenses; wage statements; failure to keep
13 accurate records; failure to timely pay wages; failure to timely pay final wages; failure to
14 provide suitable seating; failure to pay vacation wages, violations of California's paid sick
15 leave laws; failure to provide supplemental paid sick leave; unfair business practices related
16 to the Labor Code violations alleged in the Operative Complaint; penalties, including
17 recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-
18 time penalties; non-compliant wage statements; attorneys' fees and costs associated with
19 recovery of the alleged Labor Code violations alleged in the Operative Complaint; and
20 generally all claims that could have been brought based on the facts alleged in the Operative
21 Complaint arising under: the California Labor Code (including, but not limited to, sections
22 200, 201, 202, 203, 204, 206, 210, 216, 218, 218.5, 218.6, 223, 225.5, 234, 226, 226.3,
23 226.6, 226.7, 227.3, 233, 234, 245-248.7, 432, 432.5, 432.7, 510, 512, 516, 558, 558.1,
24 1024.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802,
25 2804, 2810.5); the Wage Orders of the California Industrial Welfare Commission; the
26 California Business and Professions Code section 17200, *et seq.*; the California Civil Code,
27 to include but not limited to, sections 1786, 3287, 3336 and 3294; 12 CCR § 11040; 8 CCR
28 § 11060; California Code of Civil Procedure § 1021.5; 15 U.S.C. § 1681; the California

1 common law of contract the Fair Labor Standards Act (“FLSA”), 29 U.S.C. § 201 et seq.;
2 29 CFR 778.223; 29 CFR 778.315; and federal common law. This release excludes the
3 release of claims not permitted by law. Upon entry of Judgment, Participating Class
4 Members are precluded from filing a wage and hour action under the Fair Labor Standards
5 Act against the Released Parties for claims and/or causes of action encompassed by the
6 Released Class Claims which are extinguished and precluded pursuant to the holding in
7 *Rangel v. PLS Check Cashers of California, Inc.*, 899 F.3d 1106 (2018). This release
8 excludes the release of claims not permitted by law. (*Id.* at ¶ 5.2.) This class release covers
9 the period May 1, 2019 to July 25, 2025.

10 d. Release by PAGA Members: All PAGA Members and the LWDA release
11 Released Parties from, and are forever barred from pursuing such against Released Parties
12 for all claims for civil penalties under PAGA that were alleged, or could have been alleged,
13 based on the facts asserted in Plaintiffs’ Operative Complaint, as amended, and/or in the
14 PAGA Notice, including but not limited to, claims relating to failure to pay minimum
15 wages, straight time compensation, overtime compensation, double-time compensation,
16 and interest; the calculation of the regular rate of pay; wages related to alleged illegal time
17 rounding; missed/short/late/interrupted meal period, rest period, and/or recovery period
18 wages/premiums; failure to provide meal periods; failure to authorize and permit rest
19 periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery
20 period premiums; payment for all hours worked, including off-the-clock work; failure to
21 reimburse business expenses; wage statements; failure to keep accurate records; failure to
22 timely pay wages; failure to timely pay final wages; failure to provide suitable seating;
23 unlawful agreements / unlawful criminal history inquiries and/or financial checks; failure
24 to pay vacation wages, violations of California’s paid sick leave laws; failure to provide
25 supplemental paid sick leave; and alleged violations of Labor Code sections 200, 201, 202,
26 203, 204, 206, 210, 216, 218, 218.5, 218.6, 223, 225.5, 234, 226, 226.3, 226.6, 226.7, 227.3,
27 233, 234, 245-248.7, 432, 432.5, 432.7, 510, 512, 516, 558, 558.1, 1024.5, 1174, 1174.5,
28 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2804, 2810.5, 2698, *et*

1 *seq.* and 2699 *et seq* (“Released PAGA Claims”). This PAGA release covers the period
2 June 18, 2022 to July 25, 2025. PAGA Members will be bound by the release of the
3 Released PAGA Claims regardless of their decision to participate in or opt out of the release
4 of the Released Class Claims. (*Id.* at ¶ 5.3.)

5 13. The Parties shall bear their own respective attorneys’ fees and costs, except as
6 otherwise provided for in the Settlement and approved by the Court.

7 14. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and
8 the methodology used to calculate Individual Class Payments and Individual PAGA Payments to
9 Participating Class Members and PAGA Members, respectively, are fair and reasonable. Thus, the
10 Court authorizes the Administrator to calculate and pay individual settlement shares in accordance
11 with the terms of the Settlement.

12 15. Defendant shall fully fund the Gross Settlement Amount (**\$1,460,000.00**) and fund
13 the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to
14 the Administrator no later than 14 days after the Effective Date.

15 16. Within 10 days after Defendant funds the Gross Settlement Amount, the
16 Administrator will mail checks for all Individual Class Payments, Individual PAGA Payments, the
17 LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment,
18 the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments.

19 17. A total amount of \$75,000.00 shall be allocated as the “PAGA Payment,” payable
20 from the Gross Settlement Amount, for resolution of the Released PAGA Claims and distributed as
21 follows: 75% (**\$56,250.00**) to the LWDA (“the LWDA PAGA Payment”) and 25% (**\$18,750.00**) to
22 PAGA Members (the “Individual PAGA Payments”).

23 18. The Court finds Plaintiffs have adequately represented the Class and therefore
24 confirms the appointment of Plaintiffs Marcelina Pereyra, Ulualofaiga Manu, Angel Grant, and
25 Tammy Lynn Asuncion as the Class Representatives, for settlement purposes only. In addition to any
26 recovery that Plaintiffs are eligible to receive as Participating Class Members and PAGA Members,
27 the Court approves and orders a service payment to Plaintiffs in the amount of **\$7,500.00 each** (the
28 “Class Representative Service Payments”), payable from the Gross Settlement Amount, in

1 recognition of their contributions to the Action, their service to the Class, and their general release
2 of claims.

3 19. The Court confirms the appointment of Plaintiffs' Counsel Ferraro Vega Employment
4 Lawyers, Inc. and Moon Law Group, PC as Class Counsel, for settlement purposes only, as they are
5 experienced in wage and hour class action litigation, have no apparent conflicts of interest with
6 Plaintiffs, other Class Members, or the Administrator, and have adequately represented Class
7 interests. The Court approves and orders the payments to Class Counsel, payable from the Settlement
8 Amount, of **\$486,618.00** for reasonable attorneys' fees (the "Class Counsel Fees Payment"), with
9 40% (\$194,647.20) to Ferraro Vega Employment Lawyers, Inc. and 60% (\$291,970.80) to Moon
10 Law Group, PC, and **\$32,086.49** for reimbursement of out-of-pocket costs (the "Class Counsel
11 Litigation Expenses Payment"), with \$2,788.80 to Ferraro Vega Employment Lawyers, Inc. and
12 \$29,297.69 to Moon Law Group, PC. The Court finds that these amounts are reasonable considering
13 the benefits provided to the Class.

14 20. The Court confirms the appointment of CPT Group, Inc. as the Administrator, who
15 has fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the
16 Administrator of **\$26,000.00** ("Administration Expenses Payment"), payable from the Gross
17 Settlement Amount, for settlement administration.

18 21. Pursuant to California Code of Civil Procedure section 384, following the expiration
19 of the 180-day check-cashing deadline, should there be any uncashed checks, the Administrator shall
20 transmit those amounts to the California Controller's Unclaimed Property Fund in the name of each
21 Participating Class Member and/or PAGA Member who failed to cash their individual check prior to
22 the void date.

23 22. In accordance with California Rule of Court 3.771(b), notice of the concurrently
24 filed Judgment will be given to the Class by the Administrator, who will post an electronic copy
25 on its website for no less than ninety (90) calendar days following entry thereof.

26 23. This Final Approval Order and the concurrently filed Judgment are intended to be a
27 final disposition of the Action in its entirety and are intended to be immediately appealable.

28 24. The obligations set forth in the Settlement are deemed part of this Final Approval

1 Order and the concurrently filed Judgment, and the Parties and the Administrator are ordered to
2 carry out the Settlement according to its terms and provisions.

3 25. Following entry of the concurrently filed Judgment, and without affecting the finality
4 thereof, pursuant to California Rules of Court Rule 3.769, *et seq.* and California Code of Civil
5 Procedure section 664.6, the Court shall retain jurisdiction over the Parties, Action, and the
6 Settlement solely for purposes of (i) enforcing the Settlement and/or Judgment, (ii) addressing
7 settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted
8 by law.

9 26. The Settlement is finally approved but is not an admission by Defendant of the
10 validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of
11 law. Neither the Settlement nor any related document shall be offered or received in evidence in
12 any civil, criminal, or administrative action or proceeding other than such proceedings as may be
13 necessary to consummate or enforce the Settlement.

14 27. The Court sets a ^{Status} ~~Case Management~~ Conference re: Distribution on
15 July 26, 2026 ~~2027~~ at 9:45 ~~10:00~~ ^{a.m.} ~~p.m.~~ in Department 70. Class Counsel are ordered
16 to file a final report and declaration by the Administrator regarding settlement distribution no later
17 than 15 calendar days prior to the Case Management Conference. No appearance will be required
18 at the Case Management Conference if the Administrator's declaration reports that all the
19 distributions under the Settlement are complete.

20
21 **IT IS SO ORDERED.**

22 DATE: 1/9/26

23 

24 THE HON. CAROLYN M. CAIETTI
25 Judge of the Superior Court, San Diego County
26
27
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EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN DIEGO
CENTRAL COURTHOUSE
TENTATIVE RULINGS - January 08, 2026

HEARING DATE: 1/9/2026 HEARING TIME: 10:30 AM DEPT.: 70

JUDICIAL OFFICER: CAIETTI, CAROLYN M.

CASE NO.:37-2024-00000064-CU-OE-CTL

CASE TITLE: Pereyra vs GAT Airline Ground Support Inc [IMAGED]

CASE TYPE: (U)Other Employment

HEARING TYPE: Motion Hearing

Plaintiffs Marcelina Pereyra, Ulualofaiga Manu, Angel Grant, Tammy Lynn Asuncion's unopposed Motion for Final Approval of Class Action Settlement is **GRANTED**.

This motion seeks final approval of the parties' proposed \$1,460,000.00 wage and hour class action and PAGA settlement. Of this amount, \$75,000 is the PAGA portion of the settlement.

The Court granted preliminary approval of the settlement. (ROA 36 – Order Granting Preliminary Approval of Class Action and PAGA Settlement dated July 29, 2025.)

The settlement class is certified for purposes of settlement. The class action settlement is fair, adequate and reasonable, including the Gross Settlement Amount of \$1,460,000.00.

Plaintiffs Marcelina Pereyra, Ulualofaiga Manu, Angel Grant, Tammy Lynn Asuncion's service awards of \$7,500.00 each (\$30,000.00 in total) are approved. The requested settlement administration fee of \$26,000.00 is also approved.

The class consists of 4,585 class members. Of the notices sent, 130 remain undeliverable. There were zero objections, no work week disputes, and seven requests for exclusion. The Court finds the settlement to be fair, adequate and reasonable. (See, e.g., *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1800-01; Cal. Rules of Ct. rule 3.769(g).) The reasonableness of the settlement is further demonstrated by the fact that there is no opposition or objections and only seven requests to be excluded. The escalation clause was not triggered.

Plaintiff requests \$486,618.00 in attorney fees, which is 33.33% of the gross settlement amount which is approved. A percentage method may be used to calculate a reasonable fee in a common fund case such as this. (*Laffitte v. Robert Half Intern. Inc.* (2016) 1 Cal.5th 480, 503.) This is more than the lodestar and results in a 2.38 multiplier, which is reasonable under these circumstances based on the work set forth in the attorney declarations. (ROA 44 – Declaration of Nicholas Ferraro, at ¶ 5, ROA 38 – Declaration of Kane Moon.) Class counsel obtained a good result on behalf of a class who 99.85% of which approved the settlement. Counsel bore the entire risk and cost of litigation on a contingency basis. The Court awards \$486,618.00 in attorney fees, with 60% to Moon Law Group, PC and 40% to Ferraro Vega Employment Lawyers Inc., and \$32,086.49 in litigation costs, with \$2,788.80 to Ferraro Vega Employment Lawyers, Inc. and \$29,297.69 to Moon Law Group, PC.

Plaintiff's request for litigation costs of \$32,086.49 is less than was what agreed to and anticipated and is approved.

The motion asks for \$26,000.00 in settlement administration costs, which is reasonable and supported by the Declaration of William Argueta. (ROA 43.)

Incentive payments to class representatives "must not be disproportionate to the amount of time and energy expended in pursuit of the lawsuit." (*Cellphone Termination Fee Cases* (2010) 186 Cal.App.4th 1380, 1395.) The court must also consider the "risk to the class representative in commencing suit" and any "notoriety and personal difficulties" he or she encounters as a result of the litigation. (*Id.*, at p. 1394.)

Plaintiffs Marcelina Pereyra, Ulualoifaiga Manu, Angel Grant, Tammy Lynn Asuncion provided declarations reflecting the effort assisting with the prosecution of the action. (ROA 39 – Declaration of Marcelina Pereyra; ROA 40 – Declaration of Tammy Lynn Asuncion; ROA 41 – Declaration of Angel Grant; ROA 42 – Declaration of Ulualoifaiga Manu.) The incentive payment is reasonable and appropriate to compensate Plaintiffs for their efforts.

The Court assessed *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 538 and finds the released claims appear to be appropriately tethered to the operative complaint's factual allegations and do not extend beyond the scope of its allegations. (*Amaro, supra*.)

The PAGA portion of the settlement in the amount of \$75,000 also appears fair, reasonable and adequate in terms of PAGA's purposes to remediate present labor law violations, deter future ones and to maximize enforcement of state labor laws. (*Muniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77.) Plaintiff previously served notice of the settlement on the LWDA and the preliminary approval motion on the LWDA as well. (ROA 38 – Declaration of Kane Moon, at ¶¶ 6-8, 12; Ex. 3.)

For these reasons, the motion is **GRANTED**.

Concluding Orders

The Court sets a status conference on July 24, 2026, at 9:45 a.m. in Department 70 to confirm the completion of the settlement process.

The Court will: (1) modify the proposed order granting the motion and entering judgment (ROA 49) to reflect the status conference; and (ii) sign the proposed order.