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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF ALAMEDA**

ALEX JAVIER NAKAMOTO, individually,
 and on behalf of Aggrieved Employees
 pursuant to the California Private Attorneys
 General Act,

Plaintiffs,

vs.

SKYDIO, INC.; and DOES 1 through 25,
 inclusive,

Defendants.

Case No. 24CV062913

Honorable Sarah Sandford-Smith
 Department 17

**[PROPOSED] ORDER AND JUDGMENT
 GRANTING PLAINTIFF'S MOTION FOR
 APPROVAL OF PAGA SETTLEMENT AND
 AWARD OF ATTORNEYS' FEES AND
 COSTS, SERVICE AWARD, AND
 SETTLEMENT ADMINISTRATION COSTS**

Date: February 27, 2025
 Time: 3:00 p.m.
 Dept.: 21

Complaint Filed: February 6, 2024
 Trial Date: None Set

1 **[PROPOSED] ORDER AND JUDGMENT**

2 On February 27, 2025, at 3:00 p.m. in Department 17 of the above-entitled Court, located at
3 Rene C. Davidson Courthouse, 1225 Fallon Street, Oakland, California 94612, Plaintiff Alex Javier
4 Nakamoto's ("**Plaintiff**") Motion for Approval of PAGA Settlement and Award of Attorneys' Fees
5 an Costs, Service Award, and Settlement Administration Costs ("**Motion**") came on for hearing before
6 the Honorable Sarah Sandford-Smith. Blackstone Law, APC appeared on behalf of Plaintiff, and
7 Alexis Law Firm appeared on behalf of Defendant Skydio, Inc. ("**Defendant**").

8
9 Plaintiff and Defendant (collectively, the "**Parties**") have executed the PAGA Settlement
10 Agreement ("**Settlement Agreement**" or "**Settlement**").

11 The Court, having carefully considered the papers, argument of counsel, and all matters
12 presented to the Court, and good cause appearing, hereby **GRANTS** Plaintiff's Motion.

13 **IT IS HEREBY ORDERED THAT:**

14 1. Plaintiff's Motion for Approval of PAGA Settlement and Award of Attorneys' Fees
15 and Costs, Service Award, and Settlement Administration Costs is granted in its entirety.

16 2. This Order incorporates by reference the definitions in the Settlement Agreement, and
17 all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
18 Settlement Agreement.

19 3. The Court finds that Plaintiff has satisfied the prerequisites under the California Private
20 Attorneys General Act (Cal. Labor Code § 2698, et seq.) ("**PAGA**"), including, but not limited to,
21 providing the California Labor and Workforce Development Agency ("**LWDA**") and Defendant with
22 notice of the specific provisions of the California Labor Code alleged to have been violated, including,
23 but not limited to, the facts and theories to support the alleged violations, in conformity with California
24 Labor Code § 2699.3(a).

25 4. The Court also finds that the Settlement Agreement has been submitted to the LWDA
26 in conformity with California Labor Code § 2699(1)(2) and that the LWDA has not sought to intervene
27 or appear in the above-captioned action ("**Action**").

28 5. The individuals covered under the Settlement consist of the following: "all current and

1 former hourly-paid or non-exempt employees of Defendant were employed by Defendant within the
2 State of California at any time during the PAGA Period (“**Aggrieved Employees**”). The “**PAGA**
3 **Period**” is defined as the period from December 1, 2022, to June 30, 2024.

4 6. The Court finds that the Parties reached the Settlement as a result of arm’s-length
5 negotiations.

6 7. Pursuant to California Labor Code section 2699(1)(2), the Court has reviewed the sum
7 allocated for payment of penalties under PAGA (“**PAGA Penalties**”), and determines that it is fair,
8 just, reasonable, and adequate. The Court hereby approves the PAGA Penalties, which shall be the
9 Gross Settlement Amount (\$2000,000.00) less the approved Attorneys’ Fees and Costs to PAGA
10 Counsel, Service Award to Plaintiff, and Settlement Administration Costs to Apex Class Action
11 Administration (“**Administrator**”). Seventy-five percent (75%) of the PAGA Penalties shall be
12 distributed to the LWDA (“**LWDA PAGA Payment**”) and twenty-five percent (25%) of the PAGA
13 Penalties shall be distributed to the Aggrieved Employees in accordance with this Order and Judgment
14 and the Settlement Agreement.

15 8. The Court has considered the Settlement, and the monetary allocations provided
16 thereby, and finds that they are fair, just, reasonable, and adequate. The Court hereby directs the
17 Administrator to administer the Settlement and to make the payments as provided for by, and
18 consistent with, this Order and Judgment and the Settlement Agreement.

19 9. The Court approves the payment of \$70,000.00 to Blackstone Law, APC for attorneys’
20 fees. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in
21 accordance with this Order and Judgment and the Settlement Agreement.

22 10. The Court approves the payment of \$15,667.66 to Blackstone Law, APC for
23 reimbursement of actual litigation costs and expenses incurred in the Action. This amount shall be
24 paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and
25 Judgment and the Settlement Agreement.

26 11. The Court approves payments in the amount of \$5,000.00 to Plaintiff Alex Javier
27 Nakamoto for a Service Award. This amount shall be paid from the Gross Settlement Amount and
28 shall be distributed in accordance with this Order and Judgment and the Settlement Agreement.

12. The Court approves payment in the amount of up to \$5,000.00 to the Administrator for the Settlement Administration Costs. This amount shall be paid from the Gross Settlement Amount and shall be disbursed in accordance with this Order and Judgment and the Settlement Agreement.

13. The Court approves the cover letter ("**Cover Letter**"), attached hereto as **Exhibit 1**, and the Administrator shall distribute the Cover Letter to Aggrieved Employees at the same time that it distributes Individual PAGA Payment checks to the Aggrieved Employees.

14. Within seven (7) calendar days of the entry of this Order, Defendant will deliver Aggrieved Employee identifying information in Defendant's possession, including each Aggrieved Employee's first and last name, last-known address, last known telephone number, Social Security number, start and end dates of employment, and number of Pay Periods during the PAGA Period, (collectively, "**Aggrieved Employees List**") to the Administrator in the form of a Microsoft Excel spreadsheet, or a comparable format.

15. Within twenty-one (21) calendar days of entry of this Order, Defendant will fund the Gross Settlement Amount by transmitting the funds to the Administrator.

16. Within seven (7) calendar days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments, the LWDA Payment, the Settlement Administration Costs, the Service Award, the Attorneys' Fees and Costs. Disbursement of the Attorneys' Fees and Costs Payment shall not precede disbursement of Individual PAGA Payments.

17. Individual PAGA Payment checks that are issued to Aggrieved Employees will be valid and negotiable for up to one hundred and eighty (180) calendar days after the checks are initially mailed to the Aggrieved Employees, and thereafter, will be canceled. Any funds associated with such canceled checks will be distributed to the State of California's Unclaimed Property Fund in the name of the Aggrieved Employee.

18. If the actual number of PAGA Pay Periods during the PAGA Period exceeds 2,542 by more than ten (10%) then the Gross Settlement Amount will increase by the percentage increase above the 10% buffer. For example, if the total number of PAGA Pay Periods during the PAGA Period is 11% more than 2,542 then the Gross Settlement Amount will increase by 1%.

1 19. Aggrieved Employees shall not have the right to opt out of, or object to, the Settlement.

2 20. Effective on the date when Defendant fully funds the Gross Settlement Amount,
3 Plaintiff, the Aggrieved Employees, and the State of California on behalf of all Aggrieved Employees
4 are deemed to release the Released Parties from the Released PAGA Claims (defined below).

5 21. The “**Released Parties**” means Defendant, and each of its current or former officers,
6 directors, members, insurers, shareholders, subsidiaries, affiliates, predecessors, successors, and
7 assigns.

8 22. The “**Released PAGA Claims**” means any and all claims arising from any of the
9 factual allegations in the Operative Complaint and PAGA Notice, arising during the PAGA Period,
10 for civil penalties under the Private Attorneys General Act of 2004, California Labor Code sections
11 2698 et seq., for Defendant’s alleged failure to pay overtime and minimum wages, provide compliant
12 meal and rest periods and associated premium payments, timely pay wages during employment and
13 upon termination, provide compliant itemized wage statements, maintain complete and accurate
14 payroll records, and reimburse necessary business-related expenses in violation of California Labor
15 Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198,
16 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders.

17 23. No individualized notice of this Order and Judgment is required to be provided to the
18 Aggrieved Employees. This Order and Judgment shall be submitted to the LWDA through the online
19 system established for the filing of notices and documents, in conformity with California Labor Code
20 § 2699(l)(3).

21 24. A Non-Appearance Final Accounting Hearing is set for _____ at
22 _____ in Department 17 of the above-entitled Court. A Final Report is due to be filed no later
23 than _____ confirming that disbursements were made pursuant to the Settlement.

24
25 **IT IS SO ORDERED.**

26
27 Dated: _____

Honorable Sarah Sandford-Smith
Judge of the Superior Court

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EXHIBIT 1

Cover Letter

To: <<First Name>><<Last Name>>
<<Street Address>>
<<City>><<State>><<Zip>>

Re: Settlement Payment from *Nakamoto v. Skydio, Inc.*, Alameda County
Superior Court Case No. 24CV062913

Dear <<First Name>><<Last Name>>:

Please find enclosed a check in the amount of <<amount of payment>> (“Individual PAGA Payment”). This check is your payment from the settlement in the lawsuit entitled *Alex Javier Nakamoto v. Skydio, Inc.*, Alameda County Superior Court Case No. 24CV062913 (“Action”).

The lawsuit was filed on February 6, 2024 by Alex Javier Nakamoto (“Plaintiff”) against his former employer Skydio, Inc. (“Defendant”), on behalf of the State of California, with respect to himself and other alleged aggrieved employees, to seek recovery of civil penalties pursuant to the Private Attorneys General Act of 2004, California Labor Code § 2698, *et seq.* (“PAGA”), for multiple alleged violations of the California Labor Code and Industrial Welfare Commission Wage Orders, including, *inter alia*, for failure to properly pay minimum and overtime wages, failure to provide compliant meal and rest periods and associated premiums, failure to pay wages during employment and upon termination, failure to provide compliant wage statements, failure to maintain requisite payroll records, and failure to reimburse business expenses. Prior to initiating the lawsuit, on February 6, 2024, Plaintiff submitted a letter to the California Labor and Workforce Development Agency (“LWDA”), pursuant to PAGA, to provide notice of his intent to seek civil penalties under PAGA for Defendant’s alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the applicable Industrial Welfare Commission Wage Orders, thereby initiating LWDA Case Number LWDA-CM-997385-23 (“PAGA Notice”).

Defendant denies all of Plaintiff’s allegations and denies any wrongdoing of any kind associated with Plaintiff’s allegations and the Court entered no orders in this case with respect to the merits of the Action. A settlement was reached between Plaintiff and Defendant prior to a trial of the Action.

On <<Date>>, the settlement was approved by the Court, with a portion to be paid to the LWDA and a portion to be paid to all current and former hourly-paid or non-exempt employees of Defendant who were employed by Defendant within the State of California at any time during the PAGA Period (“Aggrieved Employees”). The period December 1, 2022, to June 30, 2024 is the “PAGA Period.”

You are receiving a portion of the settlement (the enclosed Individual PAGA Payment) because you have been identified as an Aggrieved Employee. Your Individual PAGA Payment is based on the total number of pay periods that you worked for Defendant in California during the PAGA Period. The Individual PAGA Payment is considered to be 100% penalties, which will be reported on an IRS Form 1099 (if applicable). You are responsible for paying any and all taxes that may be due as a result of any payment issued to you under the settlement and should consult a tax advisor regarding the tax consequences of such payment.

Under the settlement, as of <<date of full funding of the Gross Settlement Amount>>, the Released Parties were fully, finally, and forever released, settled, compromised, relinquished, and discharged from the Released Claims.

1 “Released Parties” means Defendant and its current and former officers, directors, members,
2 insurers,
3 shareholders, subsidiaries, affiliates, predecessors, successors, and assigns.

4 “Released Claims” means any and all claims arising from any of the factual allegations in the
5 Operative

6 Complaint and PAGA Notice, arising during the PAGA Period, for civil penalties under the Private
7 Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*, for Defendant’s
8 alleged failure to pay overtime and minimum wages, provide compliant meal and rest periods and
9 associated premium payments, timely pay wages during employment and upon termination, provide
10 compliant wage statements, maintain complete and accurate payroll records, and reimburse
11 necessary business-related expenses in violation of California Labor Code sections 201, 202, 203,
12 204, 226(a), 226.7, 510, 512(a), 1174(d), 1194, 1197, 1197.1, 1198, 2800, and 2802, and the
13 applicable Industrial Welfare Commission Wage Orders.

14 The enclosed check is valid for 180 calendar days from the original date of issuance and mailing, and if it
15 is not cashed, deposited, or otherwise negotiated within the 180-day timeframe, it will be canceled, and the
16 funds associated with the canceled check will be transmitted to the State Controller’s Office Unclaimed
17 Property Division in your name and in the amount of your Individual PAGA Payment.

18 **Do not call or write the Court, Office of the Clerk of the Court, Plaintiff or Plaintiff’s counsel, or**
19 **Defendant or Defendant’s counsel to ask questions about the settlement or to ask tax-related**
20 **questions.** If you have any such questions, you may contact [Settlement Administrator] at [toll-free phone
21 number].