

Joseph Lavi, Esq. (SBN 209776)
Vincent C. Granberry, Esq. (SBN 276483)
Win Pham, Esq. (SBN 347399)
Stephen Sloane, Esq. (SBN 141707)
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001
Emails: jlavi@lelawfirm.com
vgranberry@lelawfirm.com
wpham@lelawfirm.com
ssloane@lelawfirm.com

Attorneys for Plaintiff ANABEL MONTES GARCIA,
on behalf of herself and all others similarly situated

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

ANABEL MONTES GARCIA, on behalf of
herself and others similarly situated,

Plaintiff,

vs.

SUNLAND AEROSPACE FA
STENERS; and DOES 1 to 100, inclusive,

Defendants.

Case No.: 23STCV30571
Related Case No.: 24STCV04399

CLASS AND PAGA ACTION

*[Assigned for all Purposes to the Hon. Samantha
Jessner, Dept. 7]*

**~~[PROPOSED]~~ JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

*[Filed concurrently with Notice of Motion and
Motion for Final Approval of Class Action
Settlement and Motion for Award of Attorneys'
Fees and Costs; and Declarations in Support
Thereof]*

Hearing Information:

Date: February 23, 2026
Time: 10:00 a.m.
Dept: 7

1 The above captioned action is a putative class action and representative lawsuit brought by
2 Plaintiff ANABEL MONTES GARCIA (“Plaintiff”) against Defendant SUNLAND AEROSPACE
3 FASTENERS. (“Defendant”). In the lawsuit, Plaintiff alleges that Defendant failed to pay minimum
4 wage and overtime for all hours worked; failed to provide legally compliant meal and rest periods;
5 failed to timely pay wages; failed to provide legally compliant wage statements; failed to timely pay
6 earned wages during employment; and that these actions violated the Labor Code and Business and
7 Professions Code and gave rise to additional civil penalties pursuant to the Private Attorneys General
8 Act of 2004, Labor Code sections 2698, *et seq.*, (“PAGA”) to all non-exempt hourly employees who
9 work or worked for Defendant in California from December 14, 2019, through October 30, 2024.

10 Defendant denies all alleged wrongdoing, denies any liability to the Plaintiff, to members of
11 the putative class, and to allegedly aggrieved employees, and denies that Plaintiff’s claims are
12 appropriate for class or representative treatment.

13 On October 22, 2025, this Court entered an order granting preliminary approval of the class
14 action settlement, resulting in preliminary certification of the following class for settlement purposes
15 only: all non-exempt hourly employees employed by Defendant in the State of California from
16 December 14, 2019, through October 30, 2024.

17 The Court further directed Plaintiff to provide notice to the class, which informed absent class
18 members with information regarding the settlement, including: (a) the proposed settlement, and the
19 settlement’s key terms; (b) the date, time and location of the Final Approval Hearing; (c) the right of
20 any Class Member to object to the proposed settlement, and an explanation of the procedures to
21 exercise that right; (d) the right of any class member to exclude themselves from the proposed
22 settlement, and an explanation of the procedures to exercise that right; and (e) an explanation of the
23 procedures for class members to participate in the proposed settlement.

24 The Court, upon notice having been given as required in the preliminary approval order, and
25 having considered the proposed settlement agreement as well as all papers filed, hereby **ORDERS**
26 **AND ENTERS JUDGMENT AS FOLLOWS:**

27 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
28 including all members of the settlement class and the aggrieved employees of the PAGA class.

1 2. The Court finds that the class is properly certified as a class for settlement purposes
2 only.

3 3. The notice provided to the class members conforms with the requirements of
4 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
5 of Court 3.766 and 3.769, the California and United States Constitutions, the Court's order granting
6 preliminary approval, and any other applicable law, and constitutes the best notice practicable under
7 the circumstances, by providing individual notice to all class members who could be identified
8 through reasonable effort, and by providing due and adequate notice of the proceedings and of the
9 matters set forth therein to the other class members. The notice was adequate, fully satisfied the
10 requirements of due process, and was the best notice practicable under the circumstances.

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

16 5. The Settlement Agreement is not an admission by Defendant, or by any other released
17 party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
18 by Defendant or any other released party. Neither this Order and Judgment, the Settlement
19 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
20 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
21 concession, or liability whatsoever by or against Defendant or any of the other released parties.

22 6. No Class Members have objected to the terms of the Settlement.

23 7. No Class Members have requested to be excluded from the Settlement.

24 8. Defendant shall fund the Gross Settlement Amount of Four Hundred Ninety-Five
25 Thousand Dollars and Zero Cents (\$495,000.00), plus the amount necessary to pay Defendant's share
26 of payroll taxes, all within 60 days after the Effective Date as defined in the Settlement Agreement.

27 8. The Administrator shall mail checks for all Individual Class Payments, all Individual
28 PAGA Payments, the LWDA PAGA Payment, the Administration Expense Payment, the Class

1 Counsel Fees Payment, the Class Counsel Litigation Expense Payment, and the Class Representative
2 Service Payments within 14 days after Defendant funds the Gross Settlement Amount.

3 9. In addition to any recovery that Plaintiff may receive under the Settlement, and in
4 recognition of Plaintiff's efforts on behalf of the settlement class, the Court hereby approves the
5 payment of an incentive award to the Plaintiff in the amount of Nine Thousand Dollars and Zero
6 Cents (\$9,000.00), payable from the Gross Settlement Amount pursuant to the terms of the Settlement
7 Agreement.

8 10. The Court approves the payment of attorneys' fees to Class Counsel in the sum of One
9 Hundred Sixty-Five Thousand Dollars and Zero Cents (\$165,000.00), and the reimbursement of
10 litigation expenses in the sum of Eighteen Thousand Eight Hundred Seventy-Seven Dollars and Fifty-
11 Four Cents (\$18,877.54), both payable from the Gross Settlement Amount and pursuant to the terms
12 of the settlement agreement. Both are reasonable amounts. The reasonableness of the fee award is
13 determined based on a reasonable percentage of the common fund obtained for the class. The court
14 also has considered the lodestar amount. Awarding fees on a percentage basis encourages efficient
15 litigation practices and reflects the actual benefit obtained for the class.

16 11. The Court approves the payment of Thirty Thousand Dollars and Zero Cents
17 (\$30,000.00) to civil penalties pursuant to the Private Attorneys General Act of 2004, payable from
18 the gross settlement amount. Sixty-five percent (75%) of this amount, Twenty-Two Thousand and
19 Five Hundred Dollars and Zero Cents (\$22,500.00), will be paid to the Labor Workforce Development
20 Agency and twenty-five percent (25%), Seven Thousand and Five Hundred Dollars and Zero Cents
21 (\$7,500.00), will be paid to the Aggrieved Employees as defined in and pursuant to the terms of the
22 Settlement Agreement.

23 12. The Court approves and orders payment in the amount of \$7,000.00 to Simpluris Inc.
24 for performance of settlement administration services pursuant to the terms of the settlement
25 agreement. This amount will be payable from the gross settlement amount and pursuant to the terms
26 of the Settlement Agreement.

27 13. The Court approves and orders funding of the settlement in compliance with the terms
28 of the settlement agreement, including the payment and disbursement schedule.

1 14. Participating Class Members and Aggrieved Employees will have one hundred eighty
2 (180) calendar days from the date of issuance of the check to cash or otherwise deposit their check.
3 For any check not cashed after 180 calendar days, the Settlement Administrator shall cancel the check
4 and remit the funds to California Controller's Unclaimed Property Fund. The Settlement
5 Administrator shall inform the Parties regarding the status of any uncashed check(s) at the conclusion
6 of the 180 calendar day check cashing period, including the amount(s) at issue.

7 15. Pursuant to California Rule of Court 3.769(g), the Court grants final approval of the
8 Settlement Agreement and declares the Settlement Agreement binding on Plaintiff, all Class Members
9 who have not opted out, and all Aggrieved Employees, all of whom will release the Released Parties
10 (defined below) from the released claims as set forth by the approved Settlement Agreement.

11 16. The Released Parties include Defendant Sunland Aerospace Fasteners and each of its
12 former and present directors, officers, shareholders, owners, members, attorneys, insurers,
13 predecessors, successors, assigns, subsidiaries, and affiliates.

14 8. All Participating Class Members, on behalf of themselves and their respective former
15 and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
16 Released Parties from any and all claims that were or could have been alleged in the Operative
17 Complaint that arose during the Class Period including without limitation with respect to the
18 following claims: (a) failure to pay minimum wages owed; (b) failure to pay all overtime wages owed;
19 (c) failure to provide and authorized meal periods, or premium pay for non-compliant meal periods;
20 (d) failure to permit and authorize rest periods, or provide premium pay for non-compliant rest
21 periods; (e) failure to timely pay all wages due during employment; (f) failure to issue accurate,
22 itemized wage statements and maintain payroll records; (g) failure to timely pay all wages due upon
23 separation of employment; (h) all claims under California Business & Professions Code § 17200 for
24 unfair business practices that could have been premised on the facts, claims, causes of action or legal
25 theories described above; (i) violation of or claims under the following sections of the California
26 Labor Code, sections 201, 202, 203, 204, 210, 226, 226.7, 510, 512, 1174, 1194, 1194.2, 1197,
27 1197.1, 1198; and (j) violation of the California Industrial Wage Orders that could have been premised
28 on the facts, claims, causes of action or legal theories described above, as well as any potential

1 penalties, interest or attorneys' fees associated with all of such causes of action under California law.
2 ("Released Class Claims"). Participating Class Members do not release any other claims, including
3 claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
4 unemployment insurance, disability, social security, workers' compensation, or claims based on facts
5 occurring outside the Class Period.

6 9. After the Court's judgment is final, and Defendant has fully funded the Gross
7 Settlement, all Aggrieved Employees and the State of California will be barred from asserting PAGA
8 claims against Defendant, whether or not they exclude themselves from the Settlement. This means
9 that all Aggrieved Employees, including those who are Participating Class Members and those who
10 opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim
11 against Defendant, or its related entities, based on the PAGA Period and claims alleged in the Action,
12 the PAGA Notice (and any amendments thereto), ascertained in the course of the Action, and resolved
13 by this Settlement.

14 10. This Court shall retain jurisdiction over all matters related to the administration and
15 consummation of the terms of this Settlement, over the enforcement, construction and interpretation
16 of the Settlement Agreement, over the enforcement, construction, and interpretation of the Final
17 Judgment, including, but not limited to, the provisions therein enjoining any further litigation of
18 Released Claims, and over the Representative Plaintiff and all Class Members (and their attorneys
19 and law firms) in connection therewith.

20 11. The Settlement Administrator shall provide to Class Counsel, and Class Counsel shall
21 file a report for the settlement administrator by February 24, 2027, confirming the
22 distribution of funds, indicating the total amount paid to the class members and confirming the
23 distribution of funds, indicating the total amount paid to the class members and confirming that all
24 funds, including uncashed funds, have been disbursed.

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1 12. A non-appearance case review re Compliance with the Distribution is set for
2 March 03, 2027 at 9:00 a.m./~~p.m.~~ in this department.

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IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 02/23/2026

 

Samantha Jessner / Judge
Hon. Samantha P. Jessner.
Judge of the Superior Court