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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JOSE ALBERTO GONZALEZ, individually, on
behalf of all others similarly situated, and on
behalf of the State of California and other
aggrieved persons,

Plaintiff,

v.

MAG AEROSPACE INDUSTRIES, LLC, a
limited liability company; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 23STCV31607

CLASS & REPRESENTATIVE ACTION

[Assigned to: Hon. Elaine Lu, Dept. 9]

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

PRELIMINARY APPROVAL HEARING

Date: June 18, 2025

Time: 10:00 a.m.

Dept: 9

Complaint filed: December 27, 2023

FAC filed: May 22, 2024

Trial date: Not set

1 The Court has before it Plaintiff Jose Alberto Gonzalez’s (“Plaintiff”) Motion for
2 Preliminary Approval of Class Action Settlement. Having reviewed the Motion for Preliminary
3 Approval of Class Action Settlement, the Declarations of Arrash T. Fattahi, Plaintiff, and Sean
4 Hartranft, the Class Action and PAGA Settlement Agreement (which is referred to here as the
5 “Settlement Agreement”), and good cause appearing, the Court hereby finds and orders as
6 follows:

7 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
8 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
9 The Court grants preliminary approval of the Settlement and the Settlement Class based upon
10 the terms set forth in the Settlement Agreement between Plaintiff and Defendant MAG
11 Aerospace Industries, LLC (“Defendant,” and together with Plaintiff, the “Parties”), attached to
12 the Declaration of Arrash T. Fattahi in Support of Plaintiff’s Motion for Preliminary Approval
13 of Class Action Settlement as Exhibit 1.

14 2. The Settlement falls within the range of reasonableness of a settlement which
15 could ultimately be given final approval by this Court, and appears to be presumptively valid,
16 subject only to any objections that may be raised at the Final Approval Hearing and final
17 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
18 \$1,150,000 to cover (a) settlement payments to class members who do not validly opt out; (b) a
19 \$20,000.00 payment to the State of California, Labor & Workforce Development Agency
20 (“LWDA”) for its share of the settlement of claims for penalties under the Private Attorneys
21 General Act (“PAGA”), with 75% of which (\$15,000.00) being paid to the LWDA and 25%
22 (\$5,000.00) being paid to eligible Aggrieved Employees; (c) Class Representative service
23 payment of up to \$10,000.00 for Plaintiff; (d) Class Counsel’s attorneys’ fees, not to exceed 1/3
24 of the Gross Settlement Amount (\$383,333.33), and up to \$35,000.00 in costs for actual
25 litigation expenses incurred by Class Counsel; and (e) Settlement Administration Costs of up to
26 \$9,990.00.

27 3. The Court preliminarily finds that the terms of the Settlement appear to be within
28 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and

1 applicable law. The Court finds on a preliminary basis that: (1) the settlement amount is fair
2 and reasonable to the class members when balanced against the probable outcome of further
3 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
4 significant informal discovery, investigation, research, and litigation have been conducted such
5 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
6 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
7 by the further prosecution of the litigation; and (4) the proposed settlement has been reached as
8 the result of intensive, serious, and non-collusive negotiations between the Parties with the
9 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
10 that the Settlement Agreement was entered into in good faith.

11 4. A final fairness hearing on the question of whether the proposed settlement,
12 attorneys' fees and costs to Class Counsel, payment to the LWDA for its share of the settlement
13 of claims for penalties under the PAGA, and the class representative enhancement award should
14 be finally approved as fair, reasonable and adequate as to the members of the class is hereby set
15 in accordance with the Implementation Schedule set forth below.

16 5. The Court provisionally certifies for settlement purposes only the following class
17 (the "Settlement Class"): "all persons employed by Defendant in California as an hourly-paid
18 or non-exempt employee at any time during the Class Period."

19 6. "Class Period" means the period from December 27, 2019 to
20 _____.

21 7. The Court finds, for settlement purposes only, that the Settlement Class meets the
22 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
23 Settlement Class Members are so numerous that joinder is impractical; (2) there are questions
24 of law and fact that are common, or of general interest, to all Settlement Class Members, which
25 predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the
26 Settlement Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect
27 the interests of the Settlement Class Members; and (5) a class action is superior to other
28 available methods for the fair and efficient adjudication of the controversy.

8. The Court appoints as Class Representative, for settlement purposes only, Plaintiff Jose Alberto Gonzalez. The Court further preliminarily approves Plaintiff's ability to request an incentive award up to \$10,00.00.

9. The Court appoints, for settlement purposes only, Arrash T. Fattahi and Arman A. Salehi of Wilshire Law Firm, PLC as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request attorneys' fees of up to one-third of the Gross Settlement Amount (\$383,333.33), and costs not to exceed \$35,000.00.

10. The Court appoints Apex Class Action Administrators as the Settlement Administrator with reasonable administration costs estimated not to exceed \$9,990.00.

11. The Court approves, as to form and content the Class Notice, attached to the Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the Notice to Settlement Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

12. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

13. Any class member who does not timely and validly request exclusion from the settlement may object to the Settlement Agreement.

14. The Court orders the following Implementation Schedule:

Defendant to provide Class List to the Settlement Administrator	21 days after notice of entry of the Court's order granting Motion for Preliminary Approval
Settlement Administrator to mail the Notice Packets	14 days after receipt of the Class List from Defendant
Response Deadline	60 days after Notice is mailed out by the Settlement Administrator
Deadline to file Motion for Final Approval,	16 court days before hearing on Motion for

Request for Attorneys' Fees and Costs, and Service Award to Plaintiff	Final Approval, which is _____;
Final Approval Hearing	_____ at _____ a.m./p.m., or first available date thereafter, in Department 9. The hearing may be continued to another date without further notice to the Class Members.

15. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

IT IS SO ORDERED.

DATE:

Hon. Elaine Lu
Los Angeles County Superior Court

PROOF OF SERVICE

Gonzalez v. MAG Aerospace Industries, LLC, et al.
23STCV31607

STATE OF CALIFORNIA)
) ss
COUNTY OF ORANGE)

I, Ashley Narinyans, am employed in the county of Orange, State of California. I am over the age of 18 and not a party to this action. My business address is 3055 Wilshire Blvd., 12th Floor, Los Angeles, California 90010. My electronic service address is ashley.narinyans@wilshirelawfirm.com.

On April 4, 2025, I served the foregoing **[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Tracy R. Leidner (SBN 278429)
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Timothy Wojcik (SBN 272374)
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Arya Zare (SBN 320653)
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Attorneys for Defendant

(X) **BY UPLOAD:** I hereby certify that the documents were uploaded by my office to the State of California Labor & Workforce Development Agency Online Filing Site.

(X) **BY ELECTRONIC SERVICE:** Based on a court order or an agreement of the parties to accept electronic service, I caused the documents to be sent to the persons at the electronic service address listed above via third-party service **CASEANYWHERE**.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed this **April 4, 2025**, at Los Angeles, California.



Ashley Narinyans