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FILED
Superior Court of California
County of Los Angeles

12/12/2024

David W. Slayton, Executive Officer / Clerk of Court

By: A. Morales Deputy

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

EMMANUEL RUIZ, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

CERTIFIED AVIATION SERVICES, LLC, a
Delaware limited liability company; and
DOES 1 through 100,

Defendants.

Case No. 24STCV08430

*[Assigned for all purposes to the Hon.
Lawrence P. Riff, Dept. 7]*

**~~PROPOSED~~ JUDGMENT AND ORDER
GRANTING PLAINTIFF'S MOTION
FOR APPROVAL OF SETTLEMENT OF
CLAIMS BROUGHT UNDER THE
PRIVATE ATTORNEYS' GENERAL
ACT, REASONABLE ATTORNEYS'
FEES, COSTS, AND ENHANCEMENT
AWARD**

Date: December 11, 2024

Time: 10:00 a.m.

Dept.: 7

Complaint filed: April 3, 2024

Trial Date: None Set.

1 This matter came on regularly for hearing before this Court on December 11, 2024 at
2 10:00 a.m. Having considered the Parties' PAGA Settlement Agreement ("Settlement");¹ the
3 documents and evidence presented in support thereof; and recognizing the disputed factual and
4 legal issues involved in this case; the risks of further prosecution, the substantial benefits to be
5 received by the State of California and the Aggrieved Employees pursuant to the Settlement; and
6 the fair, reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-
7 length negotiations between the parties, the Court hereby makes a final ruling that the Settlement
8 is approved pursuant to California Labor Code section 2699(1). Good cause appearing therefore,
9 the Court hereby GRANTS Plaintiff Emmanuel Ruiz's ("Plaintiff") Motion for Approval of
10 Claims under the Private Attorneys General Act ("Motion") and ORDERS as follows:

11 1. The "Aggrieved Employees" shall be defined as all current and former non-exempt
12 employees who worked for Defendant Certified Aviation Services, LLC ("Defendant") in
13 California at any time during the PAGA Period. The "PAGA Period" means April 3, 2023 until
14 August 12, 2024.

15 2. The California Labor Workforce and Development Agency ("LWDA") has been
16 provided notice of the Settlement in accordance with PAGA, California Labor Code § 2699(1)(2),
17 (1)(4). In particular, on the date Plaintiff filed a Motion seeking approval of the Settlement with
18 the Court, Plaintiff submitted to the LWDA a notice of the Settlement enclosing a copy of the
19 Settlement Agreement. Plaintiff's notice of the Settlement to the LWDA complied with the notice
20 requirements of PAGA.

21 3. The Court hereby approves the settlement as set forth in the Settlement as fair,
22 reasonable, and adequate, and directs the parties to effectuate the Settlement according to its
23 terms.

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25
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27 ¹ All terms used in this Order shall have the same meaning as that assigned to them in the
28 Settlement Agreement, attached as Exhibit 1 to the Declaration of Sean M. Blakely submitted
concurrently with the Motion.

1 4. The Court orders that Defendant shall deposit the Maximum Settlement Amount
2 of \$220,000.00 by transmitting the funds to the Administrator no later than fourteen (14) days of
3 the Effective Date², pursuant to the terms of this Settlement.

4 5. The Court hereby approves, as to form and content, the proposed Notice of PAGA
5 Settlement submitted by the parties and included as Exhibit A to the Settlement.

6 6. The Court hereby appoints Phoenix Settlement Administrators as the Settlement
7 Administrator.

8 7. Within twenty (20) days after receipt by Defendant's counsel of a fully executed
9 copy of the Settlement Agreement, Defendant will deliver to the Settlement Administrator in the
10 form of a Microsoft Excel spreadsheet each Aggrieved Employee's name, last-known mailing
11 address, number of pay periods worked during the PAGA Period, and Social Security number,
12 pursuant to the terms of this Settlement.

13 8. The Settlement Administrator is directed to mail the Individual Settlement
14 Payments and the Notice to the Aggrieved Employees within fourteen (14) days of the Settlement
15 being fully funded and after receiving approval from counsel of the payment calculations,
16 pursuant to the terms of the Settlement.

17 9. The Court finds that attorneys' fees in the amount of one-third of the Maximum
18 Settlement Amount (currently estimated to be \$73,333.33) for Plaintiff's Counsel, and
19 reimbursement of litigation costs of \$7,659.61 to Plaintiff's Counsel, are fair, reasonable, and
20 adequate, and orders the Settlement Administrator to distribute these payments to Plaintiff's
21 Counsel as provided for in the Settlement Agreement.

22 10. The Court orders that the Settlement Administrator shall be paid \$4,500.00 for all
23 of its work done and to be done until the completion of this matter, and finds that sum appropriate.

24 11. The Court finds that the requested Enhancement Payment of \$5,000.00 to Plaintiff
25 is fair, adequate, and reasonable in recognition of the unique contributions he made and the risks
26

27 ² "Effective Date" means the date by when both of the following have occurred: (a) the Court
28 enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is entered
and becomes final.

1 he undertook, on behalf of the Aggrieved Employees and the State of California, and orders that
2 the Settlement Administrator distribute this payment to Plaintiff as provided for in the Settlement
3 Agreement.

4 12. The Court finds that the amount of \$97,130.30, representing 75% of the Net
5 Settlement Amount, allocated as PAGA civil penalties under the Settlement, to be paid to the
6 California Labor and Workforce Development Agency ("LWDA") as provided for by the
7 Settlement, is fair, adequate, and reasonable, and orders that payment be made to the LWDA in
8 accordance with the terms of the Settlement Agreement. The Court further finds that the amount
9 of \$32,376.76, representing 25% of the Net Settlement Amount, allocated as PAGA civil penalties
10 under the Settlement, to be paid to the Aggrieved Employees (i.e., Individual Settlement
11 Payments) as provided for by the Settlement, is fair, adequate, and reasonable, and orders that
12 payment be made to Aggrieved Employees on a pro rata basis in accordance with the terms of the
13 Settlement and this Order.

14 13. Checks for Individual Settlement Payments sent to Aggrieved Employees shall be
15 valid for 180 days after issuance. Funds remaining from any checks for Individual Settlement
16 Payments uncashed for more than 180 days after issuance, shall be sent to the State Controller's
17 Office Unclaimed Property Division in the name of the Aggrieved Employee.

18 14. The Court approves the scope of the release as set forth in the Settlement.
19 Following entry of this Judgment and Order and the Settlement being fully funded, all Aggrieved
20 Employees are deemed to release, on behalf of themselves and their respective former and present
21 representative, agents, attorneys, heirs, administrators, successors, and assigns, Defendant and
22 each of its former and present directors, officers, shareholders, owners, attorneys, insurers,
23 predecessors, successors, subsidiaries, and agents (the "Released Parties"), from all claims for
24 PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA
25 Period facts stated in the Operative Complaint and the PAGA Notice.

26 15. Plaintiff is directed to submit a copy of this Order and entry of judgment to the
27 LWDA within ten (10) calendar days of the date of this Order and entry of judgment.
28

16. ~~Plaintiff shall file a declaration confirming the final distribution of funds on or~~
~~before _____, 2025.~~

IT IS SO ORDERED, ADJUDGED, AND DECREED.

Dated: 12/12/2024

By: Lawrence P. Riff / Judge
Honorable Lawrence P. Riff
Judge of the Superior Court