

4197332

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF ORANGE

FEB 11 2026

DAVID H. YAMASAKI, Clerk of the Court

BY: M. NEVAREZ, DEPUTY

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ORANGE**

JAVIER HERNANDEZ, as an individual and on
behalf of all employees similarly situated,

Plaintiff,

v.

PRECISE AEROSPACE MANUFACTURING,
INC., a California Corporation; and DOES 1
through 50, inclusive,

Defendant.

Case No.: 30-2024-01400056-CU-OE-CXC

[Assigned for all purposes to Hon. David A.
Hoffer, Department CX103]

**AMENDED ~~PROPOSED~~ ORDER OF
FINAL APPROVAL OF CLASS AND PAGA
REPRESENTATIVE ACTION
SETTLEMENT; JUDGMENT THEREON**

Action Filed: May 15, 2024
Trial: Not Set

1 The Court considered Plaintiff JAVIER HERNANDEZ's ("Plaintiff") Motion for Final Approval of
2 Class and PAGA Representative Action Settlement ("Motion"). Having considered the Motion, and all legal
3 authorities and documents concurrently and previously submitted in support thereof, including JOINT
4 STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION and FIRST AMENDMENT TO
5 JOINT STIPULATION OF CLASS AND PAGA REPRESENTATIVE ACTION SETTLEMENT
6 ("Settlement" or "Settlement Agreement"), and good cause appearing, **IT IS HEREBY ORDERED and**
7 **ADJUDGED** that the motion is **GRANTED**, subject to the following findings and orders:

8 1. This order incorporates by reference the definitions in the Settlement Agreement, and all
9 capitalized terms defined therein shall have the same meaning in this order as set forth in the Settlement
10 Agreement.

11 2. The Court finds that the terms of the proposed class action Settlement are fair,
12 reasonable, adequate and in the best interests of the Class Members. The Settlement Class meets the
13 requirements for certification for settlement purposes only under Code of Civil Procedure § 382. The
14 Court hereby makes final its earlier provisional certification of the Class for settlement purposes, as set
15 forth in the Preliminary Approval Order.

16 3. The following persons are certified as Class Members solely for the purpose of entering a
17 settlement in this matter:

18 All current and former non-exempt employees of Defendant worked within the State of
19 California at any time during the Class Period (the "Class Period" is from May 15, 2020
20 through May 26, 2025). "Settlement Class Members" are those Class Members who do
21 not submit timely exclusion requests to the Settlement Administrator. (Settlement, ¶¶ 3-4.)

22 4. The PAGA Employees are defined as follows:

23 All current and former non-exempt employees of Defendant worked within the State of
24 California at any time during the PAGA Period (the "PAGA Period" is from May 15,
2023 through May 26, 2025.) PAGA Employees cannot opt out of the settlement of the
25 PAGA claim. (Settlement, ¶¶ 11-12.)

26 5. The Notice Packet, comprised of the Notice of Proposed Class and PAGA Representative
27 Action Settlement ("Class Notice"), Request for Exclusion Form ("Exclusion Form"), and Objection
28 Form ("Objection Form"), that was provided to the Class Members, fully and accurately informed the
Class Members of all material elements of the Settlement and of their opportunity to participate in, object

1 to or comment thereon, or to seek exclusion from, the Class Settlement; was the best notice practicable
2 under the circumstances; was valid, due, and sufficient notice to all Class Members; and complied fully
3 with the laws of the State of California, the United States Constitution, due process and other applicable
4 law. The Notice Packet fairly and adequately described the Settlement and provided the Class Members
5 with adequate instructions and a variety of means to obtain additional information.

6 6. No Class Members submitted any Requests for Exclusion, Workweek Disputes and
7 Objections.

8 7. The Court determines that all Class Members who have not submitted a valid and timely
9 Request for Exclusion ("Settlement Class Members") and the PAGA Employees are bound by this Final
10 Approval Order and Judgment.

11 8. The Released Class Claims are set forth in the Settlement Agreement and Notice.

12 9. The Released PAGA Claims are set forth in the Settlement Agreement and Notice.

13 10. Plaintiff JAVIER HERNANDEZ is appointed as the Class Representative. It is hereby
14 ordered that the Settlement Administrator issue payment in the amount of **\$6,500.00** to Plaintiff as his
15 Service Payment reduced from \$7,500.00 requested.

16 11. TUNYAN LAW, APC is appointed as Class Counsel. The Court grants the request for
17 attorneys' fees in the amount of \$67,500.00 to Class Counsel. It is hereby ordered that the Settlement
18 Administrator issue payment in the amount of **\$67,500.00** to Class Counsel for attorneys' fees reduced
19 from \$75,000.00 requested.

20 12. The Court approves reimbursement of litigation costs and expenses in the amount of
21 \$16,601.52 to Class Counsel. It is hereby ordered that the Settlement Administrator issue payment in the
22 amount of **\$16,601.52** to Class Counsel for reimbursement of litigation costs and expenses, in accordance
23 with the terms set forth in the Settlement Agreement.

24 13. ILYM GROUP, Inc. is appointed to act as the Settlement Administrator and to administer
25 the settlement in accordance with the Agreement. The Court approves payment of settlement
26 administration fees in the amount of \$5,550.00 for the services performed and costs incurred for the notice
27 and settlement administration process. It is hereby ordered that the Settlement Administrator, ILYM
28 Group, Inc., shall issue payment to itself in the amount of **\$5,550.00**, in accordance with the terms set forth

1 in Settlement Agreement.

2 9. The Court approves the allocation of **\$20,000.00** toward penalties under the California Private
3 Attorneys General Act of 2004 ("PAGA Payment"). The Settlement Administrator shall distribute the
4 PAGA Payment as follows: the amount of **\$15,000.00** to the California Labor and Workforce
5 Development Agency ("LWDA Payment"), and the amount of **\$5,000.00** to be distributed on a pro rata
6 basis to PAGA Employees, according to the terms set forth in the Settlement Agreement.

7 14. The Court hereby enters Judgment by which Settlement Class Members on behalf of
8 themselves and their respective former and present representatives, agents, attorneys, heirs, administrators,
9 successors, and assigns, upon full payment of Gross Settlement Amount, shall fully and finally release and
10 discharge the Released Parties from the Released Class Claims as defined in Paragraph 37 of the
11 Settlement Agreement. Upon full payment of Gross Settlement Amount, Plaintiff and each and all PAGA
12 Employees, on behalf of themselves and their respective former and present representatives, agents,
13 attorneys, heirs, administrators, successors, and assigns and each of them, are deemed to fully and finally
14 release and discharge the Released Parties for the Released PAGA Claims, and the final judgment will
15 bind all those who would be bound by a judgment if the action had been brought by the LWDA, including
16 Plaintiff, the LWDA and all PAGA Employees as defined in Paragraph 37 of the Settlement Agreement.

17 15. The Gross Settlement Amount of the Settlement is **\$225,000.00** (plus Defendant's
18 employer share of taxes), from which the above noted awards shall be deducted as follows: \$6,500.00 for
19 Service Payment to Plaintiff, \$67,500.00 for attorneys' fees, \$16,601.52 in litigation costs, \$5,550.00 in
20 administration costs, and a \$20,000.00 PAGA Allocation (with 75% allocated to LWDA and 25% to
21 PAGA Employees). The remaining amount (which excludes the employer share of taxes) shall be paid to
22 the Settlement Class Members in accordance with the terms of the Settlement Agreement.

23 16. Defendant shall pay the Gross Settlement Amount and the employer's share of payroll
24 taxes in connection with the wages portion of the Settlement Class Payments pursuant to the timeline and
25 procedure described in the Settlement Agreement and the Notice, and the Settlement Administrator shall
26 disburse the funds in accordance with the Settlement Agreement and the Notice.

27 17. After entry of this Final Approval Order and Judgment, pursuant to California Rules of
28 Court, Rule 3.769(h) and Civil Procedure Code § 664.6, the Court shall retain jurisdiction to construe,

1 interpret, implement, and enforce the Settlement Agreement and this Final Approval Order and Judgment,
2 to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and
3 adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

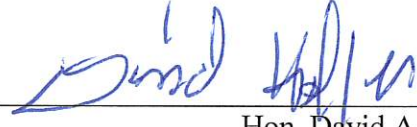
4 18. Notice of entry of this Final Approval Order and Judgment shall be given to the Class
5 Members by the Settlement Administrator by posting a copy of the Final Approval Order and Judgment
6 on the Settlement Administrator's website for a period of at least one hundred eighty (180) calendar days
7 after the date of entry of this Final Approval Order and Judgment.

8 19. Plaintiffs shall provide notice of this Final Approval Order and Judgment to the LWDA
9 as required under PAGA.

10 20. A Final Compliance Hearing is set for **November 30, 2026, at 1:30 p.m.** in Department
11 CX103. Class Counsel shall submit a final accounting report in the form of a declaration from the
12 Settlement Administrator regarding the status of the settlement administration at least nine (9) court days
13 prior to the Final Compliance Hearing.

14
15 **IT IS SO ORDERED.**

16 Dated: 2/11/26

17 
18 _____
19 Hon. David A. Hoffer
20 ORANGE COUNTY SUPERIOR COURT JUDGE
21
22
23
24
25
26
27
28

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)

3) ss

4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of
6 18 and not a party to the within action; my business address is 535 N. Brand Blvd., Suite 285,
7 Glendale, California 91203. On February 11, 2026, I served the foregoing document described
8 as:

9 On the date indicated below, I served the document described as: **AMENDED [PROPOSED] ORDER
10 OF FINAL APPROVAL OF CLASS AND PAGA REPRESENTATIVE ACTION
11 SETTLEMENT; JUDGMENT THEREON** on the interested parties in this action by sending a true
12 copy thereof to interested parties as follows and as stated on the attached service list:

13 John T. Egley

14 jegley@calljensen.com

15 Madeleine K. Lee

16 mlee@calljensen.com

17 Connie Valles

18 cvalles@calljensen.com

19 Julie Sandoval

20 jsandoval@calljensen.com

21 Ellen Cohen

22 ecohen@calljensen.com

23 Naomi Berry

24 nberry@calljensen.com

25 **CALL & JENSEN**

26 **A Professional Corporation**

27 610 Newport Center Drive, Suite 700

28 Newport Beach, CA 92660

Tel: (949) 717-3000

Attorneys for Defendant PRECISE

AEROSPACE MANUFACTURING, INC.

29 [✓] **BY E-MAIL:** I hereby certify that this document was served from Los Angeles,
30 California, by e-mail delivery on the parties listed herein at their most recent known
31 e-mail address or e-mail of record in this action.

32 [✓] **BY ELECTRONIC SERVICE:** Based on a court order, Rule of Court, or an agreement of the
33 parties to accept electronic service, I caused the documents to be sent to the persons at the
34 electronic service addresses listed above via electronic mail. I did not receive an error message.

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

37 Executed on February 11, 2026, at Los Angeles, California.

38 Natalia Zevallos

Name



Signature