

Nicholas J. Ferraro (State Bar No. 306528)
Lauren N. Vega (State Bar No. 306525)
Dorota A. James (State Bar No. 309933)
Ferraro Vega Employment Lawyers, Inc.
3333 Camino del Rio South, Suite 300
San Diego, California 92108
(619) 693-7727 main / (619) 350-6855 facsimile
nick@ferrarovega.com / lauren@ferrarovega.com
dorota@ferrarovega.com

Attorneys for Plaintiff Nieemah Jenkins

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

NIEEMAH JENKINS, on behalf of others
similarly situated and the State of California
under the Private Attorneys General Act,

Plaintiffs,

vs.

ARCHER AVIATION OPERATING CORP.;
JUSTWORKS EMPLOYMENT GROUP LLC;
and DOES 1 through 50, inclusive,

Defendants.

Case No. 24CV086806

*Hon. Rebekah Evenson
Dept. 24*

**NOTICE OF ENTRY OF ORDER
GRANTING APPROVAL OF PAGA
SETTLEMENT AND JUDGMENT**

Motion Hearing:

Date: January 8, 2026

Time: 9:00 a.m.

Action Filed: August 12, 2024

1 THE COURT, ALL PARTIES AND THEIR ATTORNEYS OF RECORD, PLEASE TAKE
2 NOTICE THAT:

- 3 1. On January 8, 2026, at 9:00 a.m. in this Department, the Court entered the Order Granting
4 Approval of PAGA Settlement and Judgment attached hereto as Exhibit 1.
5 2. The Judge confirmed the Court's Tentative Ruling attached hereto as Exhibit 2.
6 3. A conformed copy of this Notice will be submitted to the LWDA via its online electronic portal
7 in accordance with Labor Code § 2699(s)(3).
8 4. Notice of the Court's final ruling and entry of judgment is hereby provided.

9
10 Dated: January 23, 2026

Ferraro Vega Employment Lawyers, Inc.

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12 _____
13 Nicholas J. Ferraro
14 Lauren N. Vega
15 Dorota A. James
16 *Attorneys for Plaintiff Nieemah Jenkins*

EXHIBIT 1

Nicholas J. Ferraro (State Bar No. 306528)
Lauren N. Vega (State Bar No. 306525)
Ferraro Vega Employment Lawyers, Inc.
3333 Camino del Rio South, Suite 300
San Diego, California 92108
(619) 693-7727 main / (619) 350-6855 facsimile
nick@ferrarovega.com / lauren@ferrarovega.com

Attorneys for Plaintiff Nieemah Jenkins

FILED
Superior Court of California
County of Alameda
01/22/2026
Clad File, Executive Officer / Clerk of the Court
By: V. Garcia Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

NIEEMAH JENKINS, on behalf of others
similarly situated and the State of California
Under the Private Attorneys General Act,

Plaintiff,

v.

ARCHER AVIATION OPERATING CORP.
and DOES 1 through 50, inclusive,

Defendants.

Case No. 24CV086806

Assigned for all purposes to
Honorable Rebekah Evenson

**~~PROPOSED~~ ORDER GRANTING
APPROVAL OF PAGA SETTLEMENT
AND JUDGMENT**

Date: January 8, 2026
Time: 9:00 a.m.

Court Reservation No.: 550006921560

Action Filed: August 12, 2024

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1 the PAGA Members and the State of California as set forth in the Settlement, pursuant to Labor
2 Code section 2699(1).

3 6. The Court appoints, for settlement purposes only, Plaintiff as the PAGA
4 representative on behalf of the State of California and the PAGA Members.

5 7. The Court appoints, for settlement purposes only, Nicholas J. Ferraro, Lauren N.
6 Vega, and Dorota James of Ferraro Vega Employment Lawyers, Inc. as PAGA Counsel.

7 8. The Court appoints, for settlement purposes only, CPT Group as the Settlement
8 Administrator.

9 9. Upon entry of this Order, subject to any modifications to the Service Award,
10 Attorneys' Fees, and Litigation Costs as set forth herein, the Parties shall effectuate all terms of the
11 Settlement based on the provisions and timelines set forth in the Settlement Agreement.

12 10. The Court awards to Plaintiff a Service Award in the amount of \$5,000.00 for her
13 service to the PAGA Group and the State of California, to be paid from the Gross Settlement
14 Amount and disbursed in accordance with this Order and Judgment and the Settlement Agreement.

15 11. The Court awards to PAGA Counsel attorneys' fees in the amount of \$87,500.00
16 and litigation costs in the amount of \$19,642.51; to be paid from the Gross Settlement Amount and
17 disbursed in accordance with this Order and Judgment and the Settlement Agreement. The Court
18 finds that the award of attorneys' fees is reasonable under the circumstances. \$79,000.00 of the
19 attorneys' fees to PAGA Counsel shall be disbursed by the Settlement Administrator within fifteen
20 calendar days after Defendant funds the Gross Settlement Amount, and the remaining \$8,500.00
21 shall be disbursed after the Compliance Hearing. Payment to PAGA Counsel for its litigation costs
22 will be due within fifteen calendar days after Defendant funds the Gross Settlement Amount.

23 12. The Court awards to CPT Group the amount of \$7,500.00 for Settlement
24 Administration Expenses, to be paid from the Gross Settlement Amount and disbursed in
25 accordance with this Order and Judgment and the Settlement Agreement.

26 13. The Settlement Administrator shall make all payments contemplated by the
27 Settlement Agreement, including all payments to the PAGA Members and the LWDA, as set forth
28 in the Settlement.

1 14. The Court approves as to form and content the Notice of PAGA Settlement and
2 Release of Claims, attached as Exhibit 1 to the Settlement Agreement, which the Settlement
3 Administrator is ordered to provide to the PAGA Members at the same time it distributes the
4 Settlement Payment checks to the PAGA Members.

5 15. Settlement checks will be negotiable for 180 days. Any Settlement check that is not
6 negotiated within 180 days from the date the check is issued by the Settlement Administrator and
7 mailed to the PAGA Members shall be distributed as follows: The sum of uncashed settlement
8 payments shall be transmitted to the Controller of the State of California to be held pursuant to the
9 Unclaimed Property Law, California Code of Civil Procedure section 1500, et seq. in the names of
10 those PAGA Members who did not cash their settlement checks until such time they claim their
11 property.

12 16. PAGA Members shall not have the right to opt out of the Settlement. By way of
13 and upon entry of this Order and Judgment, and effective upon the date when Defendant fully funds
14 the Gross Settlement Amount, Plaintiff, on behalf of herself and the State of California, and each
15 PAGA Member waive, fully release and forever discharge Defendant and the Released Parties from
16 any and all claims under PAGA that were alleged, or reasonably could have been alleged, based on
17 the facts alleged in Plaintiff's complaint filed in the Action or letter to the LWDA, and that arose
18 at any time during the PAGA Period, including but not limited to claims for off-the-clock work,
19 unpaid wages, unpaid overtime wages, failure to timely pay all wages earned every pay period,
20 failure to pay all compensation at the regular rate of pay or the correct regular rate of pay, failure
21 to provide meal periods or rest periods, unpaid premium wages for meal periods or rest periods
22 (including with respect to the rate at which premiums were paid), untimely payment of wages,
23 inaccurate wage statements, recordkeeping violations, failure to timely pay all wages owed upon
24 termination, unlawful deductions from wages, failure to reimburse business expenses, including
25 expenses related to cell phones, and other employment-related expenses, failure to pay vacation
26 pay, failure to pay sick pay, and claims under Labor Code sections 201, 202, 203, 204, 210, 226,
27 226.3, 226.7, 246-248.7, 227.3, 256, 510, 512, 516, 558, 1174, 1174.5, 1182.12, 1194, 1194.2,
28 1197, 1197.1, 1198, 1199, 2699, 2802, 2804, and applicable sections of the relevant Order of the

1 Industrial Welfare Commission. The “PAGA Period” means June 6, 2023, through October 18,
2 2025.

3 17. This Order and Judgment is intended to be a final disposition of the Action in its
4 entirety and is intended to be immediately appealable. This final judgment resolves and
5 extinguishes all claims released by the Settlement against Defendant and the Released Parties.

6 18. Without affecting the finality of this order or the entry of judgment in any way,
7 pursuant to Code of Civil Procedure section 664.6, the Court shall retain exclusive and continuing
8 jurisdiction over the above-captioned action and the Parties, including all PAGA Members, for
9 purposes of (i) enforcing this Settlement, (ii) addressing settlement administration matters, and (iii)
10 addressing such post-Judgment matters may be appropriate under court rules or applicable law.

11 19. The Parties shall bear their own respective attorneys’ fees and costs, except as
12 otherwise provided for in the Settlement and approved by the Court.

13 20. The Settlement is approved but is not an admission by Defendant or the Released
14 Parties of the validity of any claims in this Action, or of any wrongdoing by Defendant or the
15 Released Parties or of any violation of law. Neither this Order, the Settlement Agreement, nor
16 any related document or action taken to carry out the Settlement may be construed as, or may be
17 used as, an admission of any fault, wrongdoing, omission, concession, waiver of defenses, or
18 liability whatsoever by or against Defendant or the Released Parties, nor shall be offered or
19 received in evidence in any civil, criminal, or administrative action or proceeding other than such
20 proceedings as may be necessary to consummate or enforce the Settlement. Nothing in the
21 Settlement or this Order is intended to extinguish or waive Defendant’s rights to continue to
22 oppose the merits of the claims in this Action if the Settlement fails to become Effective as
23 defined in the Settlement.

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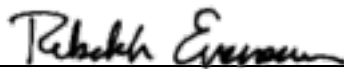
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1 21. The Court sets a compliance hearing for October 7, 2026 at 9:00 a.m. in
2 Department 24. PAGA Counsel are ordered to file a final report and declaration by the Settlement
3 Administrator regarding the completion of settlement distribution activities no later than fifteen
4 (15) court days prior to the Compliance Hearing.

5 22. Judgment in this matter is entered in accordance with the above findings.
6

7 **IT IS SO ORDERED.**
8

9 Dated: 01/22/2026



Hon. Rebekah Evenson
Judge of the Alameda Superior Court
Rebekah Evenson / Judge

EXHIBIT 2

**SUPERIOR COURT OF CALIFORNIA
COUNTY OF ALAMEDA**

**24CV086806: JENKINS vs ARCHER AVIATION OPERATING CORP., et al.
01/08/2026 Hearing on Motion - Other PAGA Action Settlement Approval; filed by
Niemiah Jenkins (Plaintiff) CRS# 550006921560 in Department 24**

Tentative Ruling - 01/07/2026 Rebekah Evenson

On Plaintiff's Motion for PAGA Action Settlement Approval, PARTIES ARE TO APPEAR.

Plaintiff's counsel should be prepared to address the following issues.

First, whether the amount of attorneys' fees proposed, including the proposed multiplier of the lodestar amount, is appropriate.

Second, whether the service enhancement award to the named Plaintiff is appropriate, and the amount of time Plaintiff spent working on this case.

Third, if the Court approves the settlement, it intends to withhold 10% of the attorney fee award until completion of the compliance hearing, which the Court intends to hold on October 7, 2026. The proposed order should be modified to reflect that.