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

JORGE PALATO, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

HYDRO-AIRE AEROSPACE CORP., a
California corporation; and DOES 1 through
100,

Defendants.

Case No. 24STCV19936

*[Case Assigned for all purposes to the Hon.
Carolyn B. Kuhl, SSC-12]*

[PROPOSED] FINAL JUDGMENT

Date: February 11, 2026
Time: 10:30 a.m.
Dept.: SSC-12

1 This matter came on regularly for hearing before this Court on February 11, 2026,
2 pursuant to California Rule of Court 3.769 and this Court’s September 10, 2025 Order Granting
3 Preliminary Approval of Class Action Settlement (“Preliminary Approval Order”). Having
4 considered the parties’ Amended Class Action and PAGA Settlement Agreement and Class
5 Notice (herein “Settlement”)¹ and the documents and evidence presented in support thereof, and
6 the submissions of counsel, the Court hereby ORDERS and enters this JUDGMENT as follows:

7 1. Final judgment (“Judgment”) in this matter is hereby entered in conformity with
8 the Settlement, the Preliminary Approval Order, and this Court’s Order Granting Final Approval
9 of Class Action Settlement. The Settlement Class is defined as:

10 All current and former non-exempt employees who were employed by
11 Hydro-Aire Aerospace Corp. in California during the Class Period.

12 The Class Period is the period from August 7, 2020 to June 9, 2025.

13 2. Plaintiff Jorge Palato is hereby confirmed as Class Representative, and Scott M.
14 Lidman, Milan Moore and Tiara Gose-Hardy of Lidman Law, APC and Paul K. Haines of Haines
15 Law Group, APC are hereby confirmed as Class Counsel.

16 3. Notice was provided to the Settlement Class as set forth in the Settlement. The
17 form and manner of notice were approved by the Court on September 10, 2025, and the notice
18 process has been completed in conformity with the Court’s Order. The Court finds that said
19 notice was the best notice practicable under the circumstances. The Class Action Settlement and
20 Hearing Date for Final Court Approval (“Class Notice”) provided due and adequate notice of the
21 proceedings and matters set forth therein, informed Settlement Class members of their rights,
22 and fully satisfied the requirements of California Code of Civil Procedure § 1781(e), California
23 Rule of Court 3.769, and due process.

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26
27 ¹ Unless otherwise indicated, all terms used in this Order shall have the same meaning as that assigned to them in the
28 Settlement.

1 4. The Court finds that no Settlement Class member objected to the Settlement, that
2 zero (0) of the 563 class members have opted out of the Settlement, and that the 100 percent
3 participation rate in the Settlement supports final approval.

4 5. The Court hereby approves the settlement as set forth in the Settlement
5 Agreement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement
6 Agreement according to its terms.

7 6. For purposes of settlement only, the Court finds that (a) the members of the
8 Settlement Class are ascertainable and so numerous that joinder of all members individually is
9 impracticable; (b) there are questions of law or fact common to the Settlement Class, and there
10 is a well-defined community of interest among members of the Settlement Class with respect to
11 the subject matter of the litigation; (c) the claims of the Class Representative are typical of the
12 claims of the members of the Settlement Class; (d) the Class Representative has fairly and
13 adequately protected the interests of the Settlement Class members; (e) a class action is superior
14 to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel
15 are qualified to serve as counsel for the Class Representative and the Settlement Class.

16 7. The Court orders that Defendant the Gross Settlement Amount of \$335,000.00,
17 including all amounts necessary to fully pay Defendant's share of payroll taxes, by transmitting
18 such funds to the Administrator within 30 days after the Effective Date.²

22 ² “**Effective Date**” means the earliest date by which both of the following have occurred: (a) the Court enters a
23 Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final and no longer
24 appealable. “Final and no longer appealable,” as used in the definition of Effective Date shall mean the later of: (a)
25 the day after the last date by which a notice of appeal, writ, or other appellate proceeding to the applicable Court of
26 Appeal of the order and judgment approving the Settlement Agreement may be timely filed (i.e., 61 days from notice
27 of entry of judgment); (b) if an appeal, writ, or other appellate proceeding is filed, and the appeal is finally disposed
28 of by ruling, dismissal, denial, or in any other manner that confirms the validity of the order and judgment, the day
after the last date for filing a request for further review of the order and judgment approving the Settlement Agreement
passes, and no further review is requested; or (c) if an appeal, writ, or other appellate proceeding is filed and the order
approving the Settlement Agreement is affirmed and further review of the order is requested, the day after the review
is finally resolved and the order and judgment approving the Settlement Agreement is affirmed. Settlement 1.19.

1 8. The Court finds that the settlement payments, as provided for in the Settlement,
2 are fair, reasonable, and adequate, and orders the Settlement Administrator to distribute the
3 individual payments in conformity with the terms of the Settlement.

4 9. The Court finds that an incentive payment in the amount of \$7,500.00 for Plaintiff
5 Jorge Palato is appropriate for his risks undertaken and service to the Settlement Class. The
6 Court finds that this award is fair, reasonable, and adequate, and orders that the Settlement
7 Administrator make this payment in conformity with the terms of the Settlement.

8 10. The Court finds that attorneys' fees in the amount of \$111,666.67 and litigation
9 costs of \$39,374.87 for Class Counsel, are fair, reasonable, and adequate, and orders that the
10 Settlement Administrator distribute these payments to Class Counsel in conformity with the
11 terms of the Settlement. The fee award is appropriate in light of the benefit provided to the class.

12 11. The Court orders that the Settlement Administrator shall be paid \$11,000.00 from
13 the Gross Settlement Amount for all of its work done and to be done until the completion of this
14 matter, and finds that sum appropriate.

15 12. The Court finds that the payment to the California Labor & Workforce
16 Development Agency ("LWDA") in the amount of \$13,000.00 for its 65 percent share of the
17 \$20,000.00 settlement of Plaintiff's representative action under the California Labor Code
18 Private Attorneys General Act ("PAGA") is fair, reasonable, and adequate, and orders the
19 Settlement Administrator to distribute this payment to the LWDA in conformity with the terms
20 of the Settlement. The remaining 35 percent or \$7,000.00 of the PAGA Amount is to be
21 distributed to the 445 Aggrieved Employees in conformity with the terms of the Settlement. The
22 highest Individual PAGA Payment to be paid is approximately \$20.43, and the average
23 Individual PAGA Payment to be paid is approximately \$15.73.

24 13. After the above deductions, attorneys' fees (\$111,666.67), attorneys' litigation
25 costs (\$39,374.87), incentive payment to Plaintiff (\$7,500.00), Settlement Administrator costs
26 (\$11,000.00), and the PAGA Amount (\$20,000.00), the Net Settlement Amount of \$145,458.46
27 is to be distributed to 563 Settlement Class members, that worked a total of 71,108 workweeks
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1 during the Class Period, in conformity with the terms of the Settlement. The highest Individual
2 Class Settlement Payment to be paid is approximately \$521.63, the lowest Individual Class
3 Settlement Payment to be paid is approximately \$2.05, while the average Individual Class
4 Settlement Payment to be paid is approximately \$58.36.

5 14. Pursuant to the terms of the Settlement, the employer's share of payroll taxes for
6 the portion of the Net Settlement Amount allocated to wages shall be paid by Defendant
7 separately from, and in addition to, the New Settlement Amount.

8 15. The Court finds and determines that upon satisfaction of all obligations under the
9 Settlement and this Order, all Settlement Class Members will be bound by the Settlement, will
10 have released the Released Claims as set forth in the Settlement, and will be permanently barred
11 from prosecuting against Defendant any of the Released Claims pursuant to the Settlement.

12 16. Upon the Effective Date, by virtue of this Judgment, all Participating Class
13 Members, on behalf of themselves and their respective former and present representatives,
14 agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from
15 all claims that were alleged, or reasonably could have been alleged based upon the facts alleged,
16 in the Operative Complaint which occurred during the Class Period, including, any and all
17 claims, actions and causes of action, arising during the Class Period, for: (1) Failure to Pay All
18 Minimum Wages Owed (Labor Code §§ 1194, 1194.2, 1197); (2) Failure to Pay All Overtime
19 Wages Owed (Labor Code §§ 204, 510, 558, 1194, 1198); (3) Failure to Provide Meal Periods
20 (Labor Code §§ 226.7, 512, 558); (4) Failure to Authorize and Permit Rest Periods (Labor Code
21 §§ 226.7, 516); (5) Failure to Provide Accurate, Itemized Wage Statements (Labor Code § 226
22 Et Seq.); (6) Failure to Indemnify All Necessary Business Expenditures (Labor Code § 2802);
23 (7) Failure to Pay All Wages Owed Upon Termination (Labor Code §§ 201-203); and (8) Unfair
24 Competition (Bus & Prof Code § 17200 Et Seq.), and those claims predicated on the same or
25 similar facts and/or claims alleged in the Action by Plaintiff in or prior to the Action, including
26 claims based on the regular rate of pay, and claims for interest, penalties, pursuant to the
27 California Labor Code and California Industrial Welfare Commission, wages for violations of
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1 Labor Code Sections 201, 202, 203, 204, 218 *et seq.*, 226 *et seq.*, 226.7, 510, 512, 516, 558,
2 1174, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802, and 2804, and applicable IWC Wage Orders,
3 and California Code of Regulations, Title 8, section 11000 *et seq.* Except as set forth in
4 Section 6.3 of this Agreement, Participating Class Members do not release any other claims,
5 including claims for vested benefits, wrongful termination, violation of the Fair Employment
6 and Housing Act, unemployment insurance, disability, social security, workers' compensation,
7 or claims based on facts occurring outside the Class Period.

8 17. As a condition of participating in this settlement, all Aggrieved Employees and
9 the State of California and LWDA are deemed to release, on behalf of themselves and their
10 respective former and present representatives, agents, attorneys, heirs, administrators,
11 successors, and assigns, the Released Parties from all PAGA claims pled or could have been pled
12 based on the factual allegations contained in the Operative Complaint and PAGA Notices sent
13 by Plaintiff that occurred during the PAGA Period, including PAGA claims for violations of
14 California Labor Code sections 201, 202, 203, 204, 218 *et seq.*, 226 *et seq.*, 226.7, 510, 512, 516,
15 558, 1174, 1194, 1194.2, 1197, 1198, 2698 *et seq.*, 2802, and 2804, and applicable IWC Wage
16 Orders, and California Code of Regulations, Title 8, section 11000 *et seq.* Except as set forth in
17 this Paragraph 6.3 of this Agreement, the Released PAGA Claims do not include other PAGA
18 claims, underlying wage and hour claims and claims outside of the PAGA Period.

19 18. Plaintiff Jorge Palato, on behalf of himself and his former and present spouses,
20 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally,
21 release and discharge Released Parties from all claims, transactions, or occurrences that occurred
22 during the Class Period, including, but not limited to: (a) all claims that were, or reasonably
23 could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all
24 PAGA claims that were, or reasonably could have been, alleged based on facts contained in the
25 Operative Complaint, Plaintiff's PAGA Notice, or ascertained during the Action and released
26 under 6.2 and 6.3, below. ("Plaintiff's Release.") Plaintiff's Release does not extend to any
27 claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment
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benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

19. The effective date of the releases described herein shall be the date on which Defendant fully funds the settlement.

20. This document shall constitute a final judgment pursuant to California Rule of Court 3.769(h), which provides, "If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a provision for the retention of the court's jurisdiction over the parties to enforce the terms of the judgment. The court may not enter an order dismissing the action at the same time as, or after, entry of judgment."

21. The Court will retain jurisdiction to enforce the Settlement, the Final Approval Order, and this Judgment.

JUDGMENT IS SO ENTERED.

Dated: _____, 2026

Judge of the Superior Court