

LIDMAN LAW, APC
Scott M. Lidman (SBN 199433)
slidman@lidmanlaw.com
Milan Moore (SBN 308095)
mmoore@lidmanlaw.com
Tiara Gose-Hardy (SBN 323823)
tgose@lidmanlaw.com
2155 Campus Drive, Suite 150
El Segundo, California 90245
Tel: (424) 322-4772
Fax: (424) 322-4775

Attorneys for Plaintiff
JORGE PALATO

HAINES LAW GROUP, APC
Paul K. Haines (SBN 248226)
phaines@haineslawgroup.com
2155 Campus Drive, Suite 180
El Segundo, California 90245
Tel: (424) 292-2350
Fax: (424) 292-2355

Attorneys for Plaintiff
JORGE PALATO

**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]~~ ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT, CLASS
REPRESENTATIVE'S SERVICE AWARD,
AND ATTORNEYS' FEES AND COSTS**

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

FILED
Superior Court of California
County of Los Angeles
02/11/2026

David W. Slayton, Executive Officer / Clerk of Court
By: E. Muñoz Deputy

1 This matter came on regularly for hearing before this Court on February 11, 2026, pursuant to
2 California Rule of Court 3.769 and this Court's September 10, 2025 Order Granting Preliminary
3 Approval of Class Action Settlement ("Preliminary Approval Order"). Having considered the parties'
4 Class Action and PAGA Settlement Agreement (herein "Settlement")¹ and the documents and evidence
5 presented in support thereof, and recognizing the disputed factual and legal issues involved in this case,
6 the risks of further prosecution and the substantial benefits to be received by the Settlement Class
7 pursuant to the Settlement, the Court hereby makes a final ruling that the proposed Settlement is fair,
8 reasonable, and adequate, and is the product of good faith, arm's-length negotiations between the Parties.
9 Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Final Approval of
10 Class Action Settlement and ORDERS as follows.

11 1. The conditional class certification contained in the Preliminary Approval Order is hereby
12 made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement Class defined
13 as:

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

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

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

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

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

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

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

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

16 7. The Court finds that given the absence of objections to the Settlement, and objections
17 being a prerequisite to appeal, that this Order shall be considered final as of the date of notice of entry.

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

21
22
23 ² **"Effective Date"** means the earliest date by which both of the following have occurred: (a) the Court enters a Judgment on
24 its Order Granting Final Approval of the Settlement; and (b) the Judgment is final and no longer appealable. "Final and no
25 longer appealable," as used in the definition of Effective Date shall mean the later of: (a) the day after the last date by which a
26 notice of appeal, writ, or other appellate proceeding to the applicable Court of Appeal of the order and judgment approving the
27 Settlement Agreement may be timely filed (i.e., 61 days from notice of entry of judgment); (b) if an appeal, writ, or other
28 appellate proceeding is filed, and the appeal is finally disposed 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 9. Any Settlement funds that remain uncashed after 180 calendar days after they are mailed
2 shall be delivered to the California State Controller's Office – Unclaimed Property Fund in the name of
3 the Settlement Class member.

4 10. The Court finds that the settlement payments, as provided for in the Settlement, are fair,
5 reasonable, and adequate, and orders the Settlement Administrator to distribute the individual payments
6 in conformity with the terms of the Settlement.

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

11 12. The Court finds that attorneys' fees in the amount of \$111,666.67 and litigation costs of
12 ~~\$39,374.87~~ ^{\$25,000.00} for Class Counsel, are fair, reasonable, and adequate, and orders that the Settlement
13 Administrator distribute these payments to Class Counsel in conformity with the terms of the Settlement.
14 The fee award is appropriate in light of the benefit provided to the class.

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

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

26 15. After the above deductions, attorneys' fees (\$111,666.67), attorneys' litigation costs
27 ~~(\$39,374.87)~~ ^(\$25,000.00), incentive payment to Plaintiff (\$7,500.00), Settlement Administrator costs (\$11,000.00),
28

\$159,833.33

and the PAGA Amount (\$20,000.00), the Net Settlement Amount of ~~\$145,458.46~~ is to be distributed to 563 Settlement Class members, that worked a total of 71,108 workweeks during the Class Period, in conformity with the terms of the Settlement. The highest Individual Class Settlement Payment to be paid is approximately \$521.63, the lowest Individual Class Settlement Payment to be paid is approximately \$2.05, while the average Individual Class Settlement Payment to be paid is approximately \$258.36.

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

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

18. The Settlement is not an admission by Defendant nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement, nor any document referred to herein, nor any action taken to carry out the Settlement, shall be construed or deemed an admission of liability, culpability, or wrongdoing on the part of Defendant.

19. The Court will retain jurisdiction to enforce the Settlement, this Final Approval Order, and the Judgment entered in connection with the Settlement.

20. The Settlement Administrator shall file a declaration regarding the disbursement of Settlement funds on or before October 30, 2026. A NACR re: filing of distribution declaration is set for November 6, 2026.

IT IS SO ORDERED.

Dated: 2/11, 2026



A. F. Highberger

Judge of the Superior Court / Judge