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8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
9 **FOR THE COUNTY OF ORANGE**  
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11 FRANCISCO RAMOS JR., an individual, on  
12 behalf of himself and others similarly  
situated,

13 Plaintiff,

14 v.

15 ASCENT AEROSPACE, LLC, a Delaware  
16 limited liability company; and DOES 1  
17 through 50, inclusive,

18 Defendant.  
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Case No. 30-2024-01416819-CU-OE-CXC

**REPRESENTATIVE ACTION**

*Assigned for All Purposes To:*

Hon. Layne Melzer  
Dept.: CX102

**AMENDED [PROPOSED] ORDER  
GRANTING UNOPPOSED MOTION  
FOR APPROVAL OF PRIVATE  
ATTORNEYS GENERAL ACT  
SETTLEMENT AGREEMENT; FINAL  
JUDGMENT**

Date: November 12, 2026  
Time: 2:00 p.m.  
Reservation: 74763856

Complaint Filed: August 5, 2024  
First Amended Complaint: October 09, 2024  
Trial Date: none

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**NOW THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

1. This Order incorporates the Settlement Agreement, attached to the Supplemental Declaration of Alvin Lindsay, and attached hereto at **Exhibit 1**, entered into between Plaintiff, on behalf of himself and the State of California, on the one hand, and Defendant on the other hand. Unless otherwise provided herein, all capitalized terms used herein shall have the same meaning as defined in the Settlement Agreement. The Court has jurisdiction over the subject matter of this lawsuit and all matters relating thereto, and over all parties to the Action.

2. There are approximately **163** Aggrieved Employees, defined as “all individuals who worked for Defendant as hourly non-exempt employees in California at any time during the PAGA Period.”

3. The PAGA Period is defined as the period from August 5, 2023 through May 31, 2025.

4. The Court has considered the nature of the claims, the amount paid in settlement, which is **\$100,000.00** (“Gross Settlement Amount”), the allocation of settlement proceeds among the Aggrieved Employees, and the fact that a settlement represents a compromise of the Parties' respective positions rather than the result of a finding of liability at trial. The Court hereby finds the Settlement Agreement is fair to those affected and is not unjust, arbitrary and oppressive, or confiscatory, has been reached as a result of serious and non-collusive, arm's-length negotiations. The Court therefore approves the settlement as set forth in the Settlement Agreement and directs

1 the Parties to effectuate the settlement according to the terms outlined in the Settlement Agreement.

2 5. The Court hereby finds that Plaintiff's notice of the proposed settlement submitted  
3 to the Labor and Workforce Development Agency fully and adequately complied with the notice  
4 requirements of California Labor Code § 2699.

5 6. Upon the Effective Date, and Defendant's full funding of the Gross Settlement  
6 Amount, Plaintiff and the Aggrieved Employees shall be bound by the releases set forth in the  
7 Settlement Agreement as follows: As of the Effective Date and Defendant's successful transfer of  
8 the full GSA to the Administrator, all Aggrieved Employees, the State of California, the LWDA,  
9 and Plaintiff, in consideration of the PAGA Payment, shall be bound by this Agreement and shall  
10 have recourse exclusively to the benefits, rights, and remedies provided hereunder. Plaintiff and  
11 Aggrieved Employees (on behalf of themselves and their respective former and present  
12 representatives, agents, attorneys, heirs, administrators, successors, and assigns, as well as on behalf  
13 of the State of California), shall be deemed to have, and by operation of the Approval Order, fully,  
14 finally, forever, unconditionally, and irrevocably released, relinquished, and discharged each and  
15 all of the Released Parties from any and all claims for PAGA penalties that were alleged in the  
16 Action and PAGA Notice, or reasonably could have been alleged, based on the facts stated in the  
17 FAC and Plaintiff's PAGA Notice that occurred during the PAGA Period, including Labor Code  
18 sections 201, 202, 203, 204, 218, 218.5, 218.6, 221, 226, 226.4, 226.7, 246, 248.1, 248.2, 248.5,  
19 510, 511, 512, 551, 552, 558, 558.1, 1174, 1174.5, 1182.12, 1185, 1194, 1194.2, 1197, 1197.1,  
20 1198, 1198.5, 1199, 2802, 2810.5, 2698, 2699, 2699.3, 2699.5, 2802, and the applicable Wage  
21 Orders ("Released Claims").

22 7. Neither the Settlement Agreement nor any of the terms set forth in the Settlement  
23 Agreement are admissions by Defendant, or any of the other Released Parties, of liability on any of  
24 the allegations alleged in the Action, nor is this Order a finding of the validity of any claims in the  
25 Action, or of any wrongdoing by Defendant, or any of the other Released Parties.

26 8. Pursuant to the terms of the Settlement Agreement, the Court approves D.Law, Inc.  
27 as PAGA Counsel for settlement purposes.

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1           9.       Pursuant to the terms of the Settlement Agreement, the Court awards Attorneys’  
2 Fees to PAGA Counsel in the total amount of **\$30,000.00**, to be paid out of the Gross Settlement  
3 Amount, as final payment for and satisfaction of any and all attorney's fees arising out of the Action.

4           10.      Pursuant to the terms of the Settlement Agreement, the Court awards Attorneys’  
5 Costs to PAGA Counsel in the amount of **\$12,590.55**, to be paid out of the Gross Settlement  
6 Amount, as final payment for and complete satisfaction of any and all attorneys’ costs arising out  
7 of the Action.

8           11.      The Court appoints Apex Class Action Administrator ("Apex") to serve as the  
9 Settlement Administrator. Furthermore, pursuant to the terms of the Settlement, the Court awards  
10 administration related payments in the amount of **\$4,000.00** as compensation for its fees and costs  
11 in administering this Settlement. This amount is to be paid out of the Gross Settlement Amount.

12          12.      The Court hereby approves the notice of PAGA Settlement Agreement and Release  
13 attached hereto at **Exhibit 2** for mailing with the disbursement settlement payments by Apex.

14          13.      Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of  
15 approximately **\$53,409.45** shall be allocated as follows: 65% (**\$34,716.14**) will be paid to the  
16 LWDA and the remaining 35% (**\$18,693.31**) will be paid to the allegedly Aggrieved Employees  
17 pursuant to the method set forth in the Settlement Agreement for calculating Individual PAGA  
18 Payments.

19          14.      Defendant will not be required to pay any additional amounts in connection with the  
20 Settlement other than those amounts specifically set forth in the Settlement Agreement and this  
21 Order.

22          15.      The Court reserves exclusive and continuing jurisdiction over the lawsuit, the PAGA  
23 Representative, the PAGA Members, and Defendant for purposes of supervising the  
24 implementation, enforcement, construction, administration, and interpretation of the Settlement  
25 Agreement and this Judgment pursuant to Code of Civil Procedure section 664.6.

26          16.      The Court hereby enters judgment of the entire Action, with prejudice, for the  
27 reasons set forth above and upon the terms set forth in the Settlement Agreement.

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1           17.     This Judgment is intended to be a final disposition of the above-captioned action in  
2 its entirety and is intended to be immediately appealable. Subject to the Court's continuing  
3 jurisdiction as set forth above, the Court directs the Clerk of the Court to enter Judgment.

4           18.     The Court further orders a Settlement Compliance Hearing to be held on August 10,  
5 2027 at \_\_\_\_\_ a.m / p.m. with supporting papers to be filed by July 19, 2027.

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7           **IT IS SO ORDERED.**

8     DATED: \_\_\_\_\_, 2026

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Hon. Layne Melzer  
Judge of the Superior Court