

D.LAW, INC.
Emil Davtyan (SBN 299363)
Emil@d.law
Alvin B. Lindsay (SBN 220236)
a.lindsay@d.law
450 N Brand Blvd., Suite 840
Glendale, CA 91203
Telephone: (818) 962-6465
Facsimile: (818) 962-6469

Attorneys for Plaintiff Francisco Ramos Jr.
on behalf of himself and all others similarly situated

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

FRANCISCO RAMOS JR., an individual, on
behalf of himself and others similarly
situated,

Plaintiff,

v.

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

Defendant.

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

REPRESENTATIVE ACTION

Assigned for All Purposes To:

Hon. Layne Melzer

Dept.: CX102

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

*[filed concurrently with Plaintiff's Notice of
Motion and Motion; Memorandum of Points and
Authorities; and Declarations of Alvin B.
Lindsay and Michael Sutherland]*

Date: June 11, 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 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 **159** 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 Covered 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 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 the Parties to effectuate the Settlement according to the terms outlined in the Settlement Agreement.

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

4 6. Upon the Effective Date, Plaintiff and the Aggrieved Employees shall be bound by
5 the releases set forth in the Settlement Agreement as follows: Effective on the date when Defendant
6 fully funds the entire Gross Settlement Amount, the Aggrieved Employees are deemed to release,
7 on behalf of themselves and their respective former and present representatives, agents, attorneys,
8 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
9 penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts
10 stated in the Operative Complaint, and the PAGA Notice, for claims for Defendant' alleged failure
11 to pay minimum, earned, and overtime wages, provide compliant meal and rest periods and
12 associated premium payments, timely pay wages during employment and upon termination, provide
13 complaint wage statements, keep requisite payroll records, and reimburse necessary business-
14 related expenses in violation of California Labor Code §§ 201, 202, 203, 204, 206.5, 210, 226,
15 226.3, 226.7, 246-248, 256, 510, 512, 558, 1174, 1174.5, 1194, 1197, 1197.1, 1198, 1198.5, 1199,
16 2802, 2810.5, and the applicable Industrial Welfare Commission (IWC) Wage Order.

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

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

23 9. Pursuant to the terms of the Settlement, the Court awards Attorneys' Fees to PAGA
24 Counsel in the total amount of **\$35,000.00**, to be paid out of the Gross Settlement Amount, as final
25 payment for and satisfaction of any and all attorney's fees arising out of the Action.

26 10. Pursuant to the terms of the Settlement, the Court awards Attorneys' Costs to PAGA
27 Counsel in the amount of **\$12,610.00**, to be paid out of the Gross Settlement Amount, as final
28 payment for and complete satisfaction of any and all attorneys' costs arising out of the Action.

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

5 12. The Court hereby approves the Notice of PAGA Settlement and Release of Claims
6 attached at **Exhibit 5** to Lindsay Declaration for mailing with the disbursement settlement payments
7 by Apex.

8 13. Pursuant to the terms of the Settlement Agreement, the Net Settlement Amount of
9 approximately **\$48,390.00** shall be allocated as follows: 65% (**\$31,453.50**) will be paid to the
10 LWDA and the remaining 35% (**\$16,936.50**) will be paid to the Allegedly Aggrieved Employees
11 pursuant to the method set forth in the Settlement Agreement for calculating Individual PAGA
12 Payments.

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

16 15. The Court reserves exclusive and continuing jurisdiction over the lawsuit for the
17 purposes of supervising the implementation, enforcement, construction, administration, and
18 interpretation of the Settlement Agreement and this Judgment.

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

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

24 18. The Court orders further schedules a Settlement Compliance Hearing to be held on
25 _____, 2026 at _____ a.m / p.m.

26 **IT IS SO ORDERED.**

27 DATED: _____, 2026

Hon. Layne Melzer
Judge of the Superior Court