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1 JAMIE K. SERB, ESQ. (SBN 289601)
jamie@crosnerlegal.com
2 SEPIDEH ARDESTANI, ESQ. (SBN 274259)
sepideh@crosnerlegal.com
3 ZACHARY M. CROSNER, ESQ. (SBN 272295)
zach@crosnerlegal.com
4 **CROSNER LEGAL, PC**
5 9440 Santa Monica Blvd. Suite 301
6 Beverly Hills, CA 90210
7 Tel: (866) 276-7637
8 Fax: (310) 510-6429

9 Attorneys for Plaintiff AZIEL JOEY GOMEZ PEREZ
10 As an individual and on behalf of all others
11 similarly situated

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **COUNTY OF LOS ANGELES**

14 AZIEL JOEY GOMEZ PEREZ, as an
15 individual and on behalf of all others
16 similarly situated,

17 Plaintiff,

18 v.

19 QANTAS AIRWAYS LIMITED, an
20 Australian corporation; and DOES 1-100,
21 inclusive,

22 Defendants.

Case No.: 23STCV18974

Assigned for All Purposes to:
Hon. Theresa M. Traber
Dept. SSC-1

~~PROPOSED~~ ORDER AFTER HEARING
GRANTING MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND REQUEST FOR
ATTORNEY'S FEES AND COSTS AND
JUDGMENT

Date: October 29, 2025
Time: 10:30 a.m.
Dept.: SSC-1

FILED
Superior Court of California
County of Los Angeles
10/31/2025

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

1 The Court, having read the papers filed regarding Plaintiff's Motion for Final Approval of
2 Class Action Settlement and Request for Attorney's Fees and Costs, and having heard argument
3 on the Motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement Agreement ("Settlement Agreement"),
7 attached as Exhibit 1 to the Sepideh Ardestani in support of Plaintiff's Motion for Preliminary
8 Approval of Class Action Settlement, filed on or about March 12, 2025, is the product of arms-
9 length negotiations between the parties and the terms of the Settlement Agreement are fair,
10 reasonable, adequate, and in the best interests of the Settlement Class. The Settlement Agreement
11 therefore is finally approved, and its terms incorporated herein. The Court orders the parties to the
12 Settlement Agreement to perform forthwith their respective duties and obligations thereunder.

13 3. The Settlement Class, which was provisionally certified by the Court in its May 22,
14 2025 Order Granting Preliminary Approval, hereby is certified under California Code of Civil
15 Procedure Section 382 for purposes of settlement only. The Class includes all current and former
16 non-exempt employees of Defendant Qantas Airways Limited ("Qantas" or "Defendant") who
17 worked directly or indirectly via a staffing agency at any location in California at any time from
18 August 9, 2019 to May 22, 2025, and who have not previously released their claims against
19 Defendant.

20 4. The Court adjudges all Participating Class Members, on behalf of themselves and
21 their respective former and present representatives, agents, attorneys, heirs, administrators,
22 successors, and assigns, release the Released Parties (as defined in the Settlement Agreement)
23 from all claims that were alleged, or reasonably could have been alleged, based on the facts stated
24 in the First Amended Complaint in the Action and the Original Complaint in the Action arising
25 during period from August 9, 2019 to the date on which the Court grants final approval of the
26 Settlement, including but not limited to, any claim for: (1) failure to pay minimum wage in
27 violation of California Labor Code §§ 222-224, 510, 558.1, 1194, 1194.2, 1197 & IWC Wage
28 Order 9-2001, § 4; (2) failure to pay overtime wages in violation of California Labor Code §§ 510,

1 558, 558.1, 1194, 1194.2 & IWC Wage Order 9-2001, § 3; (3) failure to provide meal period or
2 compensation in lieu thereof in violation of Labor Code §§ 204, 222-224, 218.5, 218.6, 226.7,
3 512, 558.1 and IWC Wage Order 9-2001, § 11; (4) failure to provide rest periods or compensation
4 in lieu thereof in violation of Labor Code §§ 204, 222-224, 218.5, 218.6, 226.7, 512, 558, 558.1
5 and IWC Wage Order 9-2001, § 12; (5) failure to Timely Pay Wages in Violation of Labor Code
6 §§ 201-204, 210, 2926, 2927; (6) failure to reimburse necessary business expenses in violation of
7 Labor Code §§ 510, 558.1, 2802 and IWC Wage Order 9-2001, §§ 8-9; (7) failure to issue
8 accurate itemized wage statements in violation of Labor Code § 226 and IWC Wage Order 9-
9 2001; (8) unfair competition in violation of Business & Professions Code §§ 17200, et seq.; and
10 (9) any derivative claims under the Fair Labor Standards Act (“FLSA”), the California Labor
11 Code, or any applicable California Industrial Welfare Commission Wage Order; related common
12 law claims for conversion, other alleged tortious conduct, breach of contract, and
13 misrepresentation; and any other derivative claims under California law including claims for
14 statutory or civil penalties, liquidated damages, punitive damages, interest, attorneys’ fees,
15 litigation and other costs, expenses, restitution, and equitable and declaratory relief (“Released
16 Claims”). Notwithstanding the foregoing, Participating Class Members do not release any claims
17 for PAGA penalties (Cal. Labor Code §§ 2698 et seq.), except to the extent that they are
18 Aggrieved Employees covered by Paragraph 5.2 of the Settlement Agreement. Except as set forth
19 in Paragraphs 5.2 and 5.3 of the Settlement Agreement, Participating Class Members do not
20 release any other claims beyond those released this Paragraph.

21 5. The Court further adjudges that all Aggrieved Employees are deemed to release, on
22 behalf of themselves and their respective former and present representatives, agents, attorneys,
23 heirs, administrators, successors, and assigns, the Released Parties from all claims under PAGA
24 that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA
25 Notice, the Original Complaint, the First Amended Complaint, or any other pleading filed in the
26 Action arising during the period from August 9, 2022 to the date on which the Court grants final
27 approval of the Settlement. The PAGA Released Claims include, without limitation, any PAGA
28 claim for: (1) failure to pay minimum wage for all hours worked by Aggrieved Employees in

1 violation of Labor Code §§ 222-224, 510, 558.1, 1194, 1194.2, 1197, 1197.1, 1198, 1198-1999 &
2 IWC Wage Order 9-2001, § 4; (2) failure to properly calculate Aggrieved Employees' overtime
3 wages and pay all overtime wages due in violation of California Labor Code §§ 510, 558, 558.1,
4 1194, 1194.2 & IWC Wage Order 9-2001; (3) failure to provide Aggrieved Employees with
5 lawful meal periods of compensation in lieu thereof (Labor Code §§ 204, 222-224, 218.5, 218.6,
6 226.7, 512, 558.1 and IWC Wage Order 9-2001); (4) failure to provide Aggrieved Employees with
7 lawful rest periods or compensation in lieu thereof in violation of failure to provide rest periods or
8 compensation in lieu thereof in violation of Labor Code §§ 204, 222-224, 218.5, 218.6, 226.7,
9 512, 558, 558.1 and IWC Wage Order 9-2001, § 12; (5) failure to timely pay Aggrieved
10 Employees all wages due within the time periods required by California Labor Code sections 201-
11 204, and then to pay waiting time penalties pursuant to section 203 of the California (Labor Code
12 §§ 201-204, 210, 2926, 2927); (6) failure to reimburse necessary business expenses in violation of
13 Labor Code §§ 510, 558.1, 2802 and IWC Wage Order 9-2001, §§ 8-9; (7) failure to provide
14 accurate itemized wage statements in violation of Labor Code § 226; and (8) all penalties pursuant
15 to the PAGA premised on or derivative of the alleged violations articulated above; and (9)
16 penalties, interest, attorney fees, or other damages arising out of Defendant's alleged California
17 Labor Code violations released herein.

18 6. Under the Settlement Agreement, Defendant promises to pay the Gross Settlement
19 Amount of \$1,300,000.00, and the Settlement Administrator is ordered to distribute to the
20 Participating Settlement Class Members and to the Aggrieved Employees their respective
21 settlement payments as provided in the Settlement Agreement. Funds attributable to uncashed
22 checks that remain after the check void date shall be forwarded to the California State Controller's
23 Unclaimed Property Fund. No funds shall revert to Defendant.

24 7. The Court further orders that the Class Members be provided with notice of this
25 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
26 copy of this Order and Judgment on its website for a minimum of sixty (60) days.
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28

1 8. The Court approves an award of attorney's fees to Class Counsel in the amount of
2 \$433,333.33, and an award of costs and expenses in the amount of \$13,483.47. Such amounts
3 shall be paid as provided in the Settlement Agreement.

4 9. The Court approves a service payment to plaintiff and Class Representative Aziel
5 Joey Gomez Perez in the amount of \$7,500.00, reduced from the amount requested, and the
6 Settlement Administrator is ordered to make such payment consistent with the terms of the
7 Settlement Agreement.

8 10. The Settlement Agreement provides the Settlement Administrator, Simpluris, Inc.,
9 shall be paid from the Gross Settlement Amount for its services in administering the Settlement.
10 As set forth in the Declaration of Bentley Conn, the Settlement Administrator is owed \$6,000.00
11 for services rendered and to be rendered in administering the settlement. The Court therefore
12 orders that Simpluris, Inc. be paid the amount of \$6,000.00 from the Gross Settlement Amount
13 consistent with the terms of the Class Settlement Agreement.

14 11. The Court approves PAGA penalties in the amount of \$100,000, to be paid from the
15 GSA, and finds that amount is fair, reasonable and adequate, and furthers the purposes underlying
16 PAGA. \$75,000 of this amount will be paid to the LWDA as the state's share of the civil penalties, and
17 the remainder of \$25,000 will be distributed to the Aggrieved Employees consistent with the terms of
18 the Settlement Agreement.

19 12. The Court hereby schedules a non-appearance compliance review hearing for
20 October 28, 2026, at ^{4:00 p.m.}~~8:30 a.m.~~, in Department SSC-1 of the Los Angeles County Superior Court.
21 The Parties are ordered to file a joint compliance report no later than five (5) Court days prior to
22 the compliance hearing.

23 13. Under California Rule of Court 3.769(h), without affecting the finality of this Order
24 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement
25 of the Settlement Agreement pursuant to further orders of this Court until the final judgment
26 contemplated becomes effective and each and every act agreed to be performed by the parties has
27 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
28

1 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
2 construction, and interpretation of the Settlement Agreement.

3 14. Neither this Order and Judgment nor the Settlement Agreement upon which it is
4 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
5 This Order is not a finding of the validity or invalidity of any claims in this action or a
6 determination of any wrongdoing by any party. The final approval of the parties' settlement will
7 not constitute any opinion, position or determination of this Court as to the merits of the claims or
8 defenses of any party.

9 14. Judgment is hereby entered as follows: Plaintiff Aziel Joey Gomez Perez and the
10 Participating Class Members, consisting of all current and former non-exempt employees of
11 Defendant Qantas who worked directly or indirectly via a staffing agency at any location in
12 California at any time from August 9, 2019 to May 22, 2025, who have not previously released
13 their claims against Defendant, and who have not otherwise opted out, shall take nothing from
14 Qantas, except as set forth in the Settlement Agreement.

15 15. The Court shall retain jurisdiction over the parties to interpret, implement and
16 enforce this Judgment.

17 **IT IS SO ORDERED AND ADJUDGED.**

18
19 Dated: 10/31/2025



A handwritten signature in black ink, appearing to read "Theresa M. Traber", is written over a horizontal line.

Theresa M. Traber / Judge
Judge of the Superior Court