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Members, and Aggrieved Employees

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ORIGINAL FILED
Superior Court of California
County of Los Angeles

JUN 25 2021

Sherri R. Carter, Executive Officer/Clerk
By: Pedro Martinez, Deputy

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

BRIAN VANCE, as an individual and on
behalf of all others similarly
situated,

Plaintiff,

vs.

CERTIFIED AVIATION SERVICES, LLC, a
corporation; and DOES 2-5,

Defendants.

Case No. BC666791

CLASS ACTION

*[Assigned for all purposes to Hon.
Yvette M. Palazuelos, Dept. SSC-9]*

AMENDED ~~[PROPOSED]~~ JUDGMENT

Date: March 3, 2021
Time: 10:00 a.m.
Dept.: SSC-9

RECEIVED

JUN 18 2021

FILING WINDOW

1 JUDGMENT

2 The Court finds as follows:

3 A. The Court granted preliminary approval of the Amended Settlement
4 Agreement and certified a provisional settlement class on October 6, 2020.

5 B. The Court granted final approval of the Amended Settlement
6 Agreement ("Settlement Agreement") on March 3, 2021, certified the settlement
7 class, with no opt-outs, and found that the Settlement Agreement was fair,
8 adequate and reasonable.

9 C. The Court defined the Settlement Class as all current and former
10 employees who worked for Certified Aviation Services, LLC ("Defendant" or
11 "CAS") as non-exempt mechanics in California at any time from June 29, 2013
12 until October 6, 2020 (the "Class Period").

13 IT IS ORDERED, ADJUDGED AND DECREDED as follows:

14 1. Plaintiff Brian Vance and all similarly situated shall take from
15 Defendant Certified Aviation Services, LLC as set forth in the Parties'
16 Settlement Agreement and the Court's Approval Order entered March 3, 2021.

17 2. Defendants shall pay Plaintiffs the Gross Settlement Amount of
18 \$850,000.00. The Net Settlement Amount (\$476,437.77) ("Net"), is the Gross
19 Settlement Amount minus the following:

20 a. \$283,334 to Class Counsel, including \$184,167.10 (65%) to
21 Haines Law Group, APC and \$99,166.90 (35%) to Teukolsky Law, APC, for attorney
22 fees;

23 b. \$35,728.23 to Class Counsel, including \$32,570.08 to Haines
24 Law Group, APC and \$3,158.15 to Teukolsky Law, APC for litigation costs;

25 c. \$5,000 to Brian Vance for a Class Representative Service
26 Award;

27 d. \$12,000 to the Settlement Administrator, Phoenix Settlement
28 Administrators, for administrative costs;

1 e. \$37,500 to the California Labor and Workforce Development
2 Agency.

3 3. CAS is to deposit the "Gross Settlement Amount" of \$850,000 with
4 the Settlement Administrator in four (4) installments, as follows: (1) the
5 first installment, of \$250,000.00, shall be deposited within 60 days of March
6 3, 2021 (i.e., no later than May 3, 2021); (2) the second installment, of
7 \$200,000, shall be deposited within 120 days thereafter (i.e., no later than
8 August 31, 2021); (3) the third installment, of \$200,000, shall be made within
9 120 days of the second installment (i.e., no later than December 29, 2021; and
10 (4) the fourth installment, of \$200,000, shall be made within 120 days of the
11 third installment (i.e., no later than April 28, 2022). CAS shall deposit the
12 employer's share of payroll taxes no later than the date it deposits the fourth
13 installment.

14 4. Plaintiffs' Release:

15 a. Upon the occurrence of (1) the Effective Date and (2) the
16 Settlement being fully funded, Plaintiff and every member of the Settlement
17 Class shall release and discharge CAS, its past, present, and future affiliated
18 and otherwise related companies, and its and their owners, shareholders, past
19 and present officers, directors, employees, and agents, successors, and assigns
20 (collectively the "Released Parties"), from all claims, demands, rights,
21 liabilities and causes of action, that were pled in the Complaint in the Action,
22 or which could have been pled in the Complaint in the Action based on the
23 factual allegations therein, that arose during the Class Period ("Class
24 Members' Released Claims") with respect to the following claims: failure to
25 pay overtime wages and minimum wages, including, but not limited to, because
26 of alleged off-the-clock work of any kind; failure to provide proper meal
27 periods; failure to authorize and permit rest periods; failure to provide
28 accurate wage statements; failure to pay all wages owed upon termination of

1 employment; claims for PAGA civil penalties based on the foregoing Labor Code
2 and Wage Order violations; and all claims for unfair business practices that
3 could have been premised on the facts, claims, causes of action or legal
4 theories described above. The period of the Release shall extend to the limits
5 of the Class Period.

6 b. Upon the occurrence of (1) the Effective Date and (2) the
7 Settlement being fully funded, and in light of Plaintiff's Class Representative
8 Enhancement Payment, Plaintiff will release, in addition to the Class Members'
9 Released Claims described above, all claims, whether known or unknown, under
10 federal law or state law, against the Released Parties, based on his employment
11 with CAS, to the extent permitted by law, through the duration of the Class
12 Period ("Plaintiff's Released Claims"). Plaintiff understands that this release
13 includes unknown claims and that he is, as a result, waiving all rights and
14 benefits afforded by Section 1542 of the California Civil Code, which provides:
15 "A general release does not extend to claims that the creditor or releasing
16 party does not know or suspect to exist in his or her favor at the time of
17 executing the release and that, if known by him or her, would have materially
18 affected his or her settlement with the debtor or released party." Specifically
19 excluded from Plaintiff's Released Claims are any claims that cannot be
20 released as a matter of law, such as claims for workers' compensation benefits.

21 5. Any balance which remains in the Net Settlement Fund, plus
22 interest, shall be distributed to the California State Controller for deposit
23 in the Unclaimed Property Fund in the name of the Settlement Class member.

24 6. Pursuant to California Rules of Court, Rule 3.769(h), the Court
25 retains jurisdiction over the parties with respect to enforcement of this
26 Judgment under California Code of Civil Procedure Section 664.6

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CLERK TO GIVE WRITTEN NOTICE.

YVETTE M. PALAZUELOS

Dated: JUN 25 2021

YVETTE M. PALAZUELOS
JUDGE OF THE SUPERIOR COURT