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FILED
 Superior Court of California
 County of Los Angeles
09/07/2023

David W. Slayton, Executive Officer / Clerk of Court

By: A. He Deputy

Attorneys for Plaintiff,
 ESMERALDA LEON, on behalf of herself
 and all others similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES - SPRING STREET COURTHOUSE

ESMERALDA LEON, on behalf of herself)
 and all others similarly situated,)

CASE NO.: 21STCV06778

[Assigned for all purposes to the Hon. Stuart
 M. Rice - Dept. "1"]

Plaintiffs,)

v.)

~~PROPOSED~~ **ORDER GRANTING
 FINAL APPROVAL OF CLASS
 ACTION SETTLEMENT,
 APPLICATION FOR ATTORNEYS'
 FEES AND COSTS, AND
 ENHANCEMENT AWARD**

AERO TRANSPORTE DE CARGA UNION,)
 S.A DE C.V., a Mexican corporation; and)
 DOES 1 through 100, Inclusive)

Defendants.)

DATE: September 7, 2023
 TIME: 10:30 a.m.
 DEPT.: 1

This matter having come before the Court for final fairness hearing of the class settlement upon the terms set forth in the Revised Joint Stipulation For Class Action Settlement ("Settlement Agreement") submitted in support of Motion for Preliminary Approval of Class Settlement; and due and adequate notice having been given to the Class Members as required in Preliminary Approval Order and the Court having considered all papers filed and proceedings had herein and otherwise being fully informed and good cause appearing therefor, it is hereby **ORDERED, ADJUDGED AND DECREED THAT:**

1. The Motion for Final Approval of Class Action Settlement, Enhancement Award and Reasonable Attorneys' Fees and Costs is hereby granted in its entirety.

1 2. All terms used herein shall have the same meaning as defined in the Settlement
2 Agreement.

3
4 3. This Court has jurisdiction over the subject matter of this litigation and over all
5 Parties to this litigation, including all Class Members.

6
7 4. Distribution of the Notice of Class Action Settlement (“Class Notice”) directed to
8 the Class Members as set forth in the Settlement Agreement and the other matters set forth herein
9 have been completed in conformity with the Preliminary Approval Order, including individual
10 notice to all Class Members who could be identified through reasonable effort, and was the best
11 notice practicable under the circumstances. This Class Notice provided due and adequate notice
12 of the proceedings and of the matters set forth therein, including the proposed class settlement set
13 forth in the Settlement Agreement, to all persons entitled to such Class Notice, and the Class
14 Notice fully satisfied the requirement of due process.

15
16 5. No Class Member opted-out of the settlement. No Class Member objected to the
17 settlement.

18
19 6. The Court further finds that the settlement is fair, reasonable and adequate and that
20 plaintiffs have satisfied the standards and applicable requirements for final approval of class
21 action settlement under California law, including the provisions of California Code of Civil
22 Procedure §382 and Federal Rules of Civil Procedure 23, approved for use by the California state
23 courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

24
25 7. This Court hereby approves the class and PAGA settlement set forth in the
26 Settlement Agreement and finds that the settlement is, in all respects, fair, adequate and
27 reasonable and directs the parties to effectuate the settlement according to its terms. The Court
28 finds that the settlement has been reached as a result of intensive, serious and non-collusive arms

length negotiations. The Court further finds that the parties have conducted extensive and costly investigation and research and counsel for the parties are able to reasonably evaluate their respective positions. The Court also finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution of the action. The Court has noted the significant benefits to the Class Members and PAGA Group Members under the settlement. The Court also finds that the class is properly certified as a class for settlement purposes only.

8.

For settlement purposes only, the Court certifies the following class: All current and former hourly non-exempt employees of Defendant within California at any time during the period from May 21, 2020 through September 17, 2022.

9.

For settlement purposes, PAGA Group Members are defined as: All current and former hourly non-exempt employees of Defendant within California at any time during the period of May 21, 2020 through September 17, 2022.

10.

Class Members, except those that have submitted a valid and timely request to be excluded from the Settlement Agreement, release Defendant and Defendant's former and present parents, subsidiaries and affiliated companies and entities, franchisors and franchisees, and its current, former, and future owners, officers, shareholders, directors, members, managers, operators, employees, consultants, vendors, partners, affiliates, subsidiaries, shareholders, attorneys, insurers, payroll providers, joint venturers and agents, and any successors, assigns, or legal representatives ("Released Parties") from all California wage and hour claims, penalties, interest, and causes of action, arising from or related to the claims pled in Plaintiff's operative complaint ("Complaint") or that could have been pled in the Complaint based on the factual allegations pled in the Complaint, including all claims for allegedly unpaid minimum and overtime wages, failure to provide compliant meal breaks, failure to provide compliant rest breaks, inaccurate wage statements, failure to pay all wages owed upon termination, failure to reimburse

1 business related expenses, unfair competition claims under California Business & Professions
2 Code §17200, et seq. based on the labor code violations alleged in the Complaint, and any
3 penalties, restitution, disgorgement, interest or attorneys' fees that occurred during the period of
4 May 21, 2020 through September 17, 2022 ("Released Claims").

5
6 11. PAGA Group Members released any and all claims for civil Penalties under PAGA
7 [Cal. Lab. Code §§ 2699, et seq.] based on the labor code violations alleged in the operative
8 Complaint and Plaintiff's notice sent to the LWDA, including all attorneys' fees and costs related
9 thereto, regardless of whether PAGA Group Member submits a valid and timely Request for
10 Exclusion to exclude themselves from the Settlement ("Released PAGA Claims").

11
12 12. Nothing contained in this Settlement Agreement shall be construed or deemed an
13 admission of liability, culpability, negligence, or wrongdoing on the part of Defendant. Each of
14 the parties has entered into this Settlement Agreement with the intention to avoid further disputes
15 and litigation, and the attendant inconvenience and expense. This Settlement Agreement shall be
16 inadmissible in evidence in any action or proceeding, except an action or proceeding to approve,
17 interpret, or enforce its terms.

18
19 13. The Settlement Agreement provides for the "Gross Settlement Amount" in the
20 amount of \$300,000.00. From the Gross Settlement Amount individual settlement payments to
21 Class Members, Court approved attorneys' fees and costs, the claims administrative costs, the
22 class representatives enhancement fee, and payment for PAGA penalties (of the PAGA Settlement
23 Amount, 75% or \$7,500 will be paid to the LWDA ("LWDA Payment"), and the remaining 25%
24 or \$2,500 will be distributed to PAGA Group Members) shall be deducted. Defendant shall fund
25 the employer's share of payroll taxes in addition to the Gross Settlement Amount. Defendant
26 shall also pay an additional \$19,162.00 to the Net Settlement Amount pursuant to the Escalation
27 Clause and the increase in Workweeks. The payment of the settlement funds by Defendant and
28 payment of individual settlement checks to Class Members and PAGA Group Members will be

made as set forth in the Settlement Agreement.

14. The Court hereby awards Class Counsel attorneys' fees in the total amount of \$100,000.00 which is approximately 1/3 of the Gross Settlement Amount and to be deducted therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of \$12,755.87 to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be paid by the Claims Administrator from the Gross Settlement Amount as set forth in the Settlement Agreement.

15. The Court hereby approves a Class Representative Enhancement Payment to Plaintiff in the amount of \$7,500.00. Payment for the enhancement fee will be paid by the Claims Administrator from the Gross Settlement Amount as set forth in the Settlement Agreement.

16. The Court hereby approves the Claims Administrator, Phoenix Settlement Administrators' ("Phoenix") fees and cost in the amount of \$7,000.00. The Claims Administrator, Phoenix, shall be paid the cost of administration of the settlement from the Gross Settlement Amount.

17. Except as expressly provided herein, the parties each shall bear all of their own fees and costs in connection with this matter.

18. The Court approves the named Plaintiff as class representative.

19. The Court approves Michael Nourmand, Esq. and James A. De Sario, Esq. of The Nourmand Law Firm, APC as class counsel.

20. The Court approves Phoenix as the Claims Administrator.

21. Upon completion of administration of the settlement, the claims administrator shall execute a declaration with a final reporting with respect to the final distribution and payment of the individual settlement payments to participating Class Members by **March 22, 2024**. A non-appearance case review regarding the status of the declaration from the claims administrator is set for April 22, 2024, at 4:00 ~~a.m.~~/p.m., in **Department 1** of the above-entitled Court.

22. The Court finds that class and PAGA settlement on the terms set forth in the Settlement Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of the released claims against Defendant.

23. The Court finds the class and PAGA settlement on the terms set forth in the Settlement Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise of the released claims against Defendant. Without affecting the finality of the Judgment in any way, this Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the settlement and all orders and judgments entered in connection therewith.

IT IS SO ORDERED.

DATED: September 7, 2023



A handwritten signature in black ink, appearing to read "Stuart M. Rice".

Stuart M. Rice / Judge

HONORABLE STUART M. RICE
LOS ANGELES COUNTY SUPERIOR COURT

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PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within entitled action; my business address is 8822 West Olympic Boulevard, Beverly Hills, California 90211.

On August 10, 2023, I served the following document(s) described as:

PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT, APPLICATION FOR ATTORNEYS' FEES AND COSTS, AND ENHANCEMENT AWARD

on the interested parties in this action as follows:

Timothy R. Hanigan, Esq.
LANG, HANIGAN & CARVALHO, LLP
21550 Oxnard Street, Suite 760
Woodland Hills, California 91367

BY NOTICE OF ELECTRONIC FILING THROUGH CASE ANYWHERE: I caused a true and correct copy of the above listed document(s) to be served by electronic transmission to the parties and/or counsel who are registered above and set forth in said service list.

I declare under penalty of perjury under the laws of the State of California that the above is true and correct and that this Proof of Service was executed on August 10, 2023, at Beverly Hills, California.

/s/ Alejandra Beltran
Alejandra Beltran