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Attorneys for Plaintiff and the Putative Classes

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

MARIA PORTILLO HERNANDEZ, on behalf  
of herself and all others similarly situated,

Plaintiff,

v.

ERMC AVIATION, LLC., a Delaware  
Corporation; ERM FACILITY SERVICES  
LLC, a Delaware Corporation; and DOES 1-50,  
inclusive.

Defendants.

CASE NO.: 21STCV30267

*Assigned to the Hon. Timothy P. Dillon*

**AMENDED ~~PROPOSED~~ ORDER  
GRANTING FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT AND  
FINAL JUDGMENT**

**HEARING INFO**

Date: June 3, 2025

Time: 11:00 a.m.

Dept.: 14

1 This matter came before the Court for hearing on June 3, 2025, on Plaintiff's unopposed  
2 Motion for Final Approval of Class Action and PAGA Settlement (the "Settlement"). Pursuant to  
3 California Rules of Court, rule 3.769, and due and adequate notice having been given to the Class  
4 Members, and the Court having considered the Settlement, the papers filed and proceedings held in  
5 this action, the oral and written comments received regarding the Settlement, and the entire record in  
6 this litigation, and good cause appearing, the Court **GRANTS** final approval of the Settlement and  
7 orders and makes the following findings and determinations and enters final judgment as follows:

8 1. All terms used herein shall have the same meaning as defined in the Amended Class  
9 Action and PAGA Settlement Agreement ("Agreement") and/or in Plaintiff's Motion for Final  
10 Approval of Class Action and PAGA Settlement. A copy of the Agreement is attached as **Exhibit**  
11 **"B"** to the Declaration of Mehrdad Bokhour in support of Plaintiff's Motion for Final Approval and  
12 is incorporated herein by reference.

13 2. The Court has personal jurisdiction over the Parties and the Class Members, and  
14 subject matter jurisdiction over the claims alleged in this action for the purposes of approving the  
15 Settlement and all terms therein.

16 3. For settlement purposes only, the Court finally certifies the Class, as defined in the  
17 Agreement and as follows: all persons who were employed by Defendant in California in non-exempt  
18 hourly paid positions at any time during the Class Period, including current and former employees,  
19 which is from November 1, 2020, to June 30, 2024. The Aggrieved Employees include all persons  
20 who were employed by Defendant in California in non-exempt, hourly paid positions at any time  
21 during the PAGA Period, including current and former employees, which is the period from  
22 November 1, 2020, to June 30, 2024. "Defendant" means and refers to ERMC Aviation, LLC.

23 4. The Court deems this definition sufficient for the purpose of Rule 3.765(a) of the  
24 California Rules of Court, and solely for the purpose of effectuating the Settlement.

25 5. The Court finds that an ascertainable class of 1,847 class members exists and a well-  
26 defined community of interest exists on the questions of law and fact involved because in the context  
27 of the Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of  
28 the Plaintiff is typical of claims of the Class Members; and (iii) in negotiating, entering into and

1 implementing the Settlement, Plaintiff and Class Counsel have fairly and adequately represented and  
2 protected the interest of the Class Members.

3         6.       The Court is satisfied that CPT Group, Inc., which was appointed as the Settlement  
4 Administrator, completed the distribution of Class Notice to the Class in a manner that complies with  
5 California Rule of Court 3.766. The Class Notice informed 1,847 prospective Class Members of the  
6 Settlement terms, their rights under the settlement and receive their settlement share, their rights to  
7 submit a request for exclusion, their rights to comment on or object to the Settlement, and their rights  
8 to appear at the Final Approval and Fairness Hearing and be heard regarding approval of the  
9 Settlement. A sufficient period of time to respond and to act was provided by each of these  
10 procedures. No Class Members filed written objections to the Settlement as part of this notice  
11 process, no Class Members filed a written statement of intention to appear at the Final Approval and  
12 Fairness Hearing, and no Class Members submitted a request for exclusion.

13         7.       The Court hereby approves the terms set forth in the Agreement and finds that the  
14 Agreement is, in all respects, fair, adequate, and reasonable, consistent, and compliant with all  
15 applicable requirements of the California Code of Civil Procedure, the California and United States  
16 Constitutions, including the Due Process clauses, the California Rules of Court, and any other  
17 applicable law, and in the best interests of each of the Parties and Class Members.

18         8.       The Court directs the Parties to effectuate the Agreement according to its terms and  
19 declares the Agreement to be binding on all 1,847 Participating Class Members.

20         9.       The Court finds that the Agreement was reached after informed and non-collusive  
21 arm's-length negotiations. The Court further finds that the Parties have conducted extensive  
22 investigation and research, and their attorneys were able to reasonably evaluate their respective  
23 positions.

24         10.      The Court also finds that the Settlement now will avoid additional and potentially  
25 substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the  
26 case. Additionally, after considering the monetary recovery provided as part of the Settlement in  
27 light of the challenges posed by continued litigation, the Court concludes that Class Counsel secured  
28 significant relief for Class Members.

1           11. The Settlement and Agreement is not an admission by Defendant, or any of the  
2 Released Parties, nor is this order a finding of the validity of any allegations or any wrongdoing by  
3 Defendant or the Released Parties. Neither this Final Order, the Agreement, nor any document  
4 referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may  
5 be used as, an admission by or against Defendant, or any of the other Released Parties, of any fault,  
6 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any  
7 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be  
8 evidence of, an admission or concession with regard to the denials or defenses by Defendant, or any  
9 of the other Released Parties, and shall not be offered in evidence in any action or proceeding in any  
10 court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the  
11 provisions of this Final Order, the Agreement, the Released Claims, or any related agreement or  
12 release. Notwithstanding these restrictions, any of the Released Parties may file in the Action, or  
13 submit in any other proceeding, the Final Order, the Agreement, and any other papers and records on  
14 file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel,  
15 release, or other theory of claim or issue preclusion or similar defense as to the Released Claims.

16           12. The Court appoints Plaintiff Maria Portillo Hernandez as Class Representative and  
17 finds her to be adequate.

18           13. The Court appoints Jonathan Melmed of Melmed Law Group P.C. and Mehrdad  
19 Bokhour of Bokhour Law Group, P.C. as Class Counsel and finds each of them to be adequate,  
20 experienced, and well-versed in class action litigation.

21           14. The terms of the Agreement, including the Gross Settlement Amount of \$2,441,992.00  
22 and the individual settlement shares, are fair, adequate, and reasonable to the Class, and the Court  
23 grants final approval of the Settlement set forth in the Agreement, subject to this order.

24           15. The Court approves the following allocations of the Gross Settlement Amount, which  
25 fall within the ranges stipulated by and through the Agreement:

- 26           A. The Court awards \$18,500 to CPT Group, Inc., and finds this amount to be  
27 fair and reasonable. The Court grants final approval of it and orders the Parties  
28 to make the payment to the Settlement Administrator in accordance with the

1 Agreement.

2 B. The Court awards \$813,997.33 to Class Counsel as attorneys' fees and finds  
3 this amount to be fair and reasonable in light of the benefit obtained for the  
4 Class. The Court grants final approval of, awards, and orders the Class  
5 Counsel Fees Payment to be made in accordance with the Agreement.

6 C. The Court awards \$15,725.30 to Class Counsel in litigation expenses, an  
7 amount which the Court finds to be reflective of the reasonable costs incurred.  
8 The Court grants final approval of and orders the Class Counsel Litigation  
9 Expenses Payment in this amount to be made in accordance with the  
10 Agreement.

11 D. The Court awards \$7,500 to the class representative as payment requested by  
12 Plaintiff and finds this amount to be fair and reasonable. The Court grants  
13 final approval of and orders the class representative payment to be made in  
14 accordance with the Agreement.

15 E. The Court approves the \$100,000 allocation for penalties under the Labor  
16 Code Private Attorneys General Act of 2004 and orders 75% thereof (i.e.,  
17 \$75,000) to be paid to the California Labor and Workforce Development  
18 Agency in accordance with the terms of the Settlement Agreement and the  
19 remaining \$25,000 to the PAGA Members.

20 16. The Court orders the Parties to comply with and carry out all terms and provisions of  
21 the Agreement, including payment to Class Members.

22 17. Nothing in the Settlement or this order purports to extinguish or waive Defendant's  
23 rights to continue to oppose the merits of the claims in this Action or class treatment of these claims  
24 in this case if the Settlement fails to become final or effective, or in any other case without limitation.

25 18. The Settlement shall bind all 1,847 Participating Class Members and, as of the date of  
26 this order, Plaintiff and each and every Participating Class Member are hereby bound by the release  
27 of claims as set forth in the Agreement.

1           19.     The Parties shall bear their own respective attorneys' fees and costs except as  
2 otherwise provided in this order and the Agreement.

3           20.     All checks mailed to the Class Members must be cashed within one hundred and eighty  
4 (180) days after mailing. If a Class Member fails to cash his/her check by the deadline, then the  
5 Settlement Administrator shall submit such funds to the State of California's Unclaimed Property  
6 Fund in the name of the Class Member.

7           21.     Within 10 days of this order, the Settlement Administrator shall give notice of  
8 judgment to Settlement Class Members pursuant to California Rules of Court, rule 3.771(b) by  
9 posting a copy of this order and final judgment on its website.

10          22.     The Court retains continuing jurisdiction over the Action and the Settlement, including  
11 jurisdiction pursuant to rule 3.769(h) of the California Rules of Court, solely for purposes of  
12 (a) enforcing the Settlement Agreement, (b) addressing settlement administration matters, and  
13 (c) addressing such post-judgment matters as may be appropriate under court rules or applicable law.

14          23.     Plaintiff shall file a report with the Court regarding the status of settlement distribution  
15 by no later than **June 3, 2026, at 12:00 p.m.** The Court sets a non-appearance review for **June 5,**  
16 **2026, at 4:00 p.m.**

17          24.     This final judgment is intended to be a final disposition of the above-captioned action  
18 in its entirety and is intended to be immediately appealable. This final judgment resolves and  
19 extinguishes all claims released by the Agreement against Defendant and the Released Parties as set  
20 forth in the Agreement.

21                 **JUDGMENT IS ENTERED ACCORDINGLY. IT IS SO ORDERED.**

22  
23 DATED: 06/03/2025, 2025





HON. TIMOTHY P. DILLON  
JUDGE OF THE SUPERIOR COURT

Timothy Patrick Dillon / Judge

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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 eighteen years and not a party to the within action; my business address is 1901 Avenue of the Stars, Suite 920, Los Angeles, California 90067.

On June 3, 2025, I served the following document(s) described as: **AMENDED [PROPOSED] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND FINAL JUDGMENT** on the interested parties in this action:

Alaya B. Meyers, Esq.  
ameyers@littler.com  
Tracy R. Williams, Esq.  
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**Counsel for defendants**  
**ERMC Aviation. LLC. and ERMC Facility Services. LLC**

**BY ELECTRONIC SERVICE (via electronic filing service provider):** I caused the document(s) to be electronically transmitted to Case Anywhere, an electronic filing service provider, at www.caseanywhere.com pursuant to the Court’s Order Authorizing Electronic Service governing the matter entitled *Maria Portillo Hernandez, et al. v. ERMC Aviation, LLC, et al.*, Case No. 21STCV30267, mandating electronic service. The transmission was reported as complete and without error to the addressees as stated on the above service list.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 3, 2025, at Los Angeles, California.

/s/ Carlos Garcia  
Carlos Garcia