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FILED
Superior Court of California
County of Los Angeles

JAN 25 2021

Sherri R. Carter, Executive Officer/Clerk
By Stephanie Chung Deputy

FAXED

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Attorneys for Plaintiffs and the Proposed Class

SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES – SPRING STREET

DEMARIE LOUIS and CHARDAY
TOLLEY, on their own behalf and on behalf
of all others similarly situated,

Plaintiffs,

v.

GLOBAL AVIATION MANAGEMENT
GROUP CORP.; and DOES 1 through 100,
inclusive,

Defendants.

CASE NO. 19STCV11672

[Assigned to Hon. Daniel Buckley, Dept. 1]

CLASS ACTION

**[PROPOSED] ORDER AND JUDGMENT
GRANTING MOTION FOR FINAL
APPROVAL OF UNOPPOSED CLASS
ACTION SETTLEMENT**

Complaint filed April 5, 2019

RECEIVED

DEC 30 2020

FILING WINDOW

1 This matter having come before the Court on January 25, 2021 for final fairness hearing
2 pursuant to the Order of this Court on September 8, 2020 granting preliminary approval
3 (“Preliminary Approval Order”) of the class settlement upon the terms set forth in the Stipulation
4 of Settlement of Class Action Claims and Release of Claims (“Settlement Agreement”)
5 submitted in support of Motion for Preliminary Approval of Class Settlement; and due and
6 adequate notice having been given to the Class Members as required in Preliminary Approval
7 Order and the Court having considered all papers filed and proceedings had herein and otherwise
8 being fully informed and good cause appearing therefor, it is hereby **ORDERED, ADJUDGED**
9 **AND DECREED THAT:**

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

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

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

16 4. Distribution of the Notice of Class Action Settlement and Claim Form (“Notice
17 Packet”) directed to the Class Members as set forth in the Settlement Agreement and the other
18 matters set forth herein have been completed in conformity with the Preliminary Approval Order,
19 including individual notice to all Class Members who could be identified through reasonable
20 effort, and was the best notice practicable under the circumstances. This Notice Packet provided
21 due and adequate notice of the proceedings and of the matters set forth therein, including the
22 proposed class settlement set forth in the Settlement Agreement, to all persons entitled to such
23 Notice Packet, and the Notice Packet fully satisfied the requirement of due process.

24 5. One Class Member opted-out of the settlement. No Class Member objected
25 to the settlement.

26 6. The Court further finds that the settlement is fair, reasonable and adequate and that
27 plaintiffs have satisfied the standards and applicable requirements for final approval of class
28 action settlement under California law, including the provisions of California Code of Civil

1 Procedure §382 and Federal Rules of Civil Procedure 23, approved for use by the California state
2 courts in *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821.

3 7. This Court hereby approves the class settlement set forth in the Settlement
4 Agreement and finds that the settlement is, in all respects, fair, adequate and reasonable and
5 directs the parties to effectuate the settlement according to its terms. The Court finds that the
6 settlement has been reached as a result of intensive, serious and non-collusive arms-length
7 negotiations. The Court further finds that the parties have conducted extensive and costly
8 investigation and research and counsel for the parties are able to reasonably evaluate their
9 respective positions. The Court also finds that settlement at this time will avoid additional
10 substantial costs, as well as avoid the delay and risks that would be presented by the further
11 prosecution of the action. The Court has noted the significant benefits to the Class Members
12 under the settlement. The Court also finds that the class is properly certified as a class for
13 settlement purposes only.

14 8. For settlement purposes only, the Court certifies the following class: Any and all
15 persons who have been employed by Global Aviation Management Group, Corp as hourly-paid
16 employees in California at any time from May 31, 2018 to September 8, 2020, who have not
17 settled with Global Aviation or opted out of the settlement.

18 9. Class Members, except those that have submitted a valid and timely request to be
19 excluded from the Settlement Agreement, release Global Aviation Management Group Corp,
20 including its parent corporation, affiliates, subsidiaries, divisions, predecessors, insurers,
21 successors and assigns, and their current and former employees, attorneys, officers, directors and
22 agents thereof, both individually and in their business capacities, and their employee benefit
23 plans and programs and the trustees, administrators, fiduciaries and insurers of such plans and
24 programs (collectively, the "Released Parties"), to the full extent permitted by law, of and from
25 the Action and from any and all claims asserted and unasserted, arising during the PAGA Period
26 commencing July 11, 2018, for civil penalties under California Labor Code section 2698, et seq.
27 ("PAGA") as well as any interest, fees, and costs available under PAGA, based on the factual
28 allegations in the FAC and in Plaintiff's April 5, 2019 PAGA Notice, including but not limited

1 to, for failure to pay minimum, regular, overtime, and off-the-clock and on-call wages, failure to
2 provide compliant meal periods and associated premiums, failure to provide compliant rest
3 periods and associated premiums, failure to timely pay wages during employment, failure to
4 timely pay wages upon termination, failure to provide compliant wage statements, failure to
5 maintain requisite payroll records, failure to indemnify or reimburse for business expenses, and
6 for violations of Labor Code sections 201, 202, 203, 204, 226, 226.7, 510, 512, 551, 552, 1174,
7 1194, 1197, 1197.1, 1198, 2800, and 2802 and Industrial Welfare Commission Wage Orders,
8 including inter alia Wage Orders 4-2001, 9-2001, and 16-2001, in conformity with Labor Code
9 section 2699.3.

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

16 11. The Settlement Agreement provides for the "Gross Settlement Amount" in the
17 amount of \$180,000.00. From the Gross Settlement Amount individual settlement payments to
18 Class Members, Court approved attorneys' fees and costs, the claims administrative costs, the
19 class representatives enhancement awards, and payment to the LWDA for PAGA penalties in the
20 amount of \$11,250.00 shall be deducted. Defendant shall fund the employer's share of payroll
21 taxes in addition to the Gross Settlement Amount. The payment of the settlement funds by
22 Defendant and payment of individual settlement checks to Class Members will be made as set
23 forth in the Settlement Agreement.

24 12. The Court hereby awards Class Counsel attorneys' fees in the total amount of
25 \$60,000.00 which is approximately 33.33% of the Gross Settlement Amount and to be deducted
26 therefrom. In addition, the Court awards Class Counsel reimbursement of their costs of
27 ~~\$8,382.03~~ ^{\$7,500.00} to be deducted from the Gross Settlement Amount. Attorneys' fees and costs will be
28 paid by the Claims Administrator from the Gross Settlement Amount as set forth in the

1 Settlement Agreement.

2 13. The Court hereby approves an enhancement award to Demarie Louis and Charday
3 Tolley, the named plaintiffs, in the amount of \$5,000.00 each for a total enhancement award of
4 \$10,000.00. Payment for the enhancement awards will be paid by the Claims Administrator from
5 the Gross Settlement Amount as set forth in the Settlement Agreement.

6 14. The Court hereby approves the claims administrator's fees and cost in the amount
7 of ~~\$10,000.00~~ ^{\$9,000.00}. The claims administrator, CPT Group, Inc., shall be paid the cost of
8 administration of the settlement from the Gross Settlement Amount.

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

11 16. The Court approves the named plaintiffs, Demarie Louis and Charday Tolley, as
12 class representatives.

13 17. The Court approves Marcus J. Bradley, Esq. and Kiley L. Grombacher, Esq. of
14 Bradley/Grombacher, LLP and Sahag Majarian, II, Esq. of the Law Offices of Sahag Majarian, II
15 as class counsel.

16 18. The Court approves CPT Group, Inc. as the claims administrator.

17 19. Upon completion of administration of the settlement, the claims administrator
18 shall execute a declaration with a final reporting with respect to the final distribution and
19 payment of the individual settlement payments to participating Class Members. The declaration
20 regarding distribution from the claims administrator must be filed with the Court by
21 October 25, 2021.

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

25 21. The Court finds the class settlement on the terms set forth in the Settlement
26 Agreement was made in good faith, and constitutes a fair, reasonable and adequate compromise
27 of the released claims against Defendant. Without affecting the finality of the Judgment in any
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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: *Jan. 25, 2011*



HONORABLE DANIEL J. BUCKLEY
JUDGE OF THE SUPERIOR COURT

01/27/2011

**PROOF OF SERVICE
VIA CASE ANYWHERE**

STATE OF CALIFORNIA)
) ss.
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 action. My business address is 31365 Oak Crest Drive, suite 240, Westlake Village, CA 91361

On December 30, 2020 I served the foregoing documents described as:

- 1) **PLAINTIFFS’ NOTICE OF UNOPPOSED MOTION AND MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES;**
- 2) **DECLARATION OF MARCUS J. BRADLEY IN SUPPORT OF MOTION AND MOTION FOR FINAL APPROVAL OF UNOPPOSED CLASS ACTION SETTLEMENT;**
- 3) **DECLARATION OF EMILIO COFINCO REGARDING CLASS NOTIFICATION AND CLAIMS ADMINISTRATION;**
- 4) **DECLARATION OF PLAINTIFF CHARDAY TOLLEY IN SUPPORT OF MOTION FOR FINAL APPROVAL OF UNOPPOSED CLASS ACTION SETTLEMENT;**
- 5) **DECLARATION OF PLAINTIFF DEMARIE LOUIS IN SUPPORT OF MOTION FOR FINAL APPROVAL OF UNOPPOSED CLASS ACTION SETTLEMENT; and**
- 6) **[PROPOSED] ORDER AND JUDGMENT GRANTING MOTION FOR FINAL APPROVAL OF UNOPPOSED CLASS ACTION SETTLEMENT**

on all interested parties in said action:

SEE ATTACHED SERVICE LIST

Pursuant to the Court’s Order Authorizing Electronic Service, the above-named document has been electronically served on counsel of record by transmission through the Case Anywhere system on the date below. The transmission of this document to Case Anywhere system was reported as complete and a copy of the Case Anywhere Transaction Receipt will be maintained along with the original document and proof of service in our office.

Executed on December 30, 2020 at Westlake Village, California.



Suzette Boucher

11/17/2020

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Louis, et al. v. Global Aviation Services, Inc.
LASC CASE NO.: 18STCV06289
Service List

Joel P. Kelly, Esq. JACKSON LEWIS P.C. 725 S. Figueroa Street, Suite 2500 Los Angeles, CA 90017-5408 Telephone: (213) 689-0404 Facsimile: (213) 689-0430 Email: Joel.Kelly@jacksonlewis.com	Attorney for Defendant Global Aviation Management Group Corp.
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11/17/18