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

14 CECILIA MENDOZA VARGAS, an individual;  
15 on behalf of herself and all others similarly  
16 situated;

17 Plaintiff,

18 v.

19 AERO ENGINEERING & MANUFACTURING  
20 COMPANY OF CALIFORNIA, a California  
21 Corporation; AERO ENGINEERING &  
22 MANUFACTURING COMPANY OF  
23 CALIFORNIA, LLC, a California Limited  
24 Liability Company; and DOES 1 to 100,  
25 inclusive;

26 Defendants.  
27  
28

**FILED**  
Superior Court of California  
County of Los Angeles

10/08/2025

David W. Slayton, Executive Officer / Clerk of Court

By: N. Navarro Deputy

Case Number: 23STCV25755

*[Honorable Laura A. Seigle; Department 17]*

**~~PROPOSED~~ ORDER GRANTING  
MOTION FOR FINAL APPROVAL OF  
CLASS ACTION SETTLEMENT; AND  
FINAL JUDGMENT THEREON**

Complaint Filed: October 20, 2023

**~~PROPOSED~~ ORDER GRANTING MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT;  
AND FINAL JUDGMENT THEREON**

1 The Motion for Final Approval of Class Action Settlement by Plaintiff CECILIA MENDOZA  
2 VARGAS, ("Plaintiff") in the above-captioned matter came before the Court. The Court having  
3 considered the papers submitted in support of the motion, HEREBY RULES AS FOLLOWS:

4 1. The Court grants final approval of the class action settlement based upon the terms set  
5 forth in the Class Action Settlement and Release reached between Plaintiff, on the one hand, and  
6 Defendants AERO ENGINEERING & MANUFACTURING COMPANY OF CALIFORNIA and  
7 AERO ENGINEERING & MANUFACTURING COMPANY OF CALIFORNIA, LLC (collectively,  
8 "Defendants") on the other hand (the "Settlement" or "Settlement Agreement") as found at Exhibit 1  
9 attached to *DECLARATION OF SARKIS SIRMABEKIAN, ESQ. IN SUPPORT OF MOTION FOR*  
10 *FINAL APPROVAL OF CLASS ACTION SETTLEMENT*. The Court finds that the terms of the  
11 Settlement are fair, adequate, and reasonable;

12 2. For purposes of this Order, the Class shall consist of "Plaintiff and all current and  
13 former hourly non-exempt employees of Defendants within California at any time during the period  
14 from October 20, 2019, through April 7, 2025";

15 3. The Court hereby finds that the Settlement was the product of serious, informed, non-  
16 collusive negotiations conducted at arm's length by the parties. In making this final finding, the Court  
17 considered the nature of the claims set forth in the pleadings, the amounts and kinds of benefits which  
18 shall be paid pursuant to the Settlement Agreement, the allocation of Settlement proceeds among the  
19 Class, and the fact that the Settlement Agreement represents a compromise of the parties' respective  
20 positions. The Court further finds that the terms of the Settlement Agreement have no material  
21 deficiencies and do not improperly grant preferential treatment to any individual Class Member.  
22 Accordingly, the Court finds that the Settlement Agreement was reached in good faith;

23 4. The Court further finds that the notice procedure carried out by the parties and ILYM  
24 Group, Inc. (the "Settlement Administrator" or "PSA") met the requirements of due process and  
25 provided the best notice practicable under the circumstances and constituted due and sufficient notice  
26 to Class Members. Specifically, the Notice Packet that was disseminated to Class Members includes:  
27 (1) the definition of the Class; (2) a description of the substantive issues and proceedings to date; (3)  
28 a neutral description of the Settlement; (4) the amount of Class Counsels' attorneys' fees and costs

1 sought; (5) information regarding the right to opt out of the Settlement, the procedure for doing so and  
2 the date by which such action must be taken; (6) information regarding the right to challenge one's  
3 number of workweeks, the procedure for doing so and the date by which such action must be taken;  
4 (7) information regarding the right to participate in the Settlement, the procedure for doing so and the  
5 date by which such action must be taken, if any; (8) information regarding the right to file an objection  
6 to the Settlement, the procedure for doing so and the date by which such action must be taken; (9) the  
7 consequences of participating in the Settlement, including the fact that one will be bound by the  
8 judgment; (10) the date, time and place of the final approval hearing; (11) the identity of the Plaintiffs;  
9 and (12) contact information of Counsel and the Settlement Administrator. A full opportunity was  
10 afforded to Class Members to participate in the Final Approval hearing. No Class Members objected  
11 to the Settlement and no Class Member requested exclusion from the Settlement. Thus, the Court  
12 determines that all Class Members are bound by this Order and Judgment;

13         5.       The Court certifies the Class for settlement purposes and finds that the Class meets all  
14 applicable standards for certification under California law;

15         6.       The Court approves the Settlement, and each of the releases and other terms set forth  
16 in the Settlement as fair, reasonable, and adequate as to the Class Members, Plaintiff, and the  
17 Defendants. The parties are directed to perform in accordance with the terms set forth in the  
18 Settlement;

19         7.       By this Order and Judgment, the Plaintiff and all Participating Class Members, hereby  
20 release Defendants and the Released Parties, as defined in the Settlement Agreement, from the  
21 Released Claims, as also defined in the Settlement Agreement;

22         8.       Under Code of Civil Procedure § 664.6 and all other applicable law, the Court reserves  
23 and retains exclusive and continuing jurisdiction over this case, Plaintiffs, Class Members, and  
24 Defendants for the purpose of supervising the implementation, effectuation, enforcement,  
25 construction, administration, and interpretation of the Settlement and this Order and Judgment;

26         9.       The Court determines that the plan of allocation for payment of the Net Settlement  
27 Amount as set forth in the Settlement Agreement is fair and reasonable and that distribution of the Net  
28 Settlement Amount to the Participating Class Members shall be done in accordance with the terms set

1 forth in the Settlement Agreement;

2 10. Plaintiff CECILIA MENDOZA VARGAS is hereby appointed as named Plaintiff for  
3 purposes of Settlement;

4 11. Sarkis Sirmabekian of Sirmabekian Law Firm, PC is appointed as Class Counsel for  
5 purposes of Settlement;

6 12. The Court hereby GRANTS final approval and awards/approves the following:

7 The Settlement Administrator shall pay from the Gross Settlement Amount of \$420,000.00: (i)  
8 the Settlement Administrator for its Settlement Administration Costs; (ii) the LWDA Payment to the  
9 California Labor Workforce Development Agency ("LWDA"); (iii) the Class Representative Service  
10 Awards to the named Plaintiff; (iv) the attorneys' fees to Class Counsel; and (v) the litigation Costs to  
11 Class Counsel, as follows:

12 A. The Court hereby approves the payment of Settlement Administration Costs in the  
13 amount of \$6,950.00 to the Settlement Administrator from the Gross Settlement  
14 Amount;

15 B. The Court hereby approves the payment of \$31,500.00 from the Gross Settlement  
16 Amount to the LWDA;

17 C. The Court hereby approves the Class Representative Service Award of \$8,000.00 to  
18 Plaintiff from the Gross Settlement Amount, in recognition of his service to the Class  
19 in initiating and maintaining this litigation and the risks undertaken for the benefit of  
20 the settlement Class;

21 D. The Court hereby awards to Class Counsel the amount of \$140,000.00 for Attorneys'  
22 Fees, which the Court finds fair and reasonable and supported by detailed summaries  
23 regarding the work performed that were submitted by Class Counsel in their supporting  
24 declarations;

25 E. The Court awards to Class Counsel the amount of \$12,000.00 in litigation Costs for  
26 reimbursement of reasonable litigation costs they incurred in this action and supported  
27 by a detailed summary regarding such incurred expenses that was submitted by Class  
28 Counsel in their supporting declarations;

1           13.     The Escalator Clause of the Settlement Agreement indicates if, as of the date of  
2 Preliminary Approval, the number of Workweeks, which is estimated from the beginning of the Class  
3 Period to the date of the Mediation for which claims were settled, exceeds 13,738 by more than ten  
4 percent (10%), the Gross Settlement Amount shall automatically increase in proportion to the  
5 increased percentage of workweeks above 10%. Because the total number of Workweeks remains  
6 unchanged at 13,738 Workweeks, the Escalator Cause is not triggered and as such the Gross  
7 Settlement Amount of \$420,000.00 remains the same;

8           14.     The Net Settlement Amount available to Participating Class Members is estimated to  
9 be \$211,050.00 and was calculated by subtracting the requested attorneys' fees \$140,000.00, the  
10 amount allocated for litigation costs and expenses \$12,000.00, the requested Class Representative  
11 Service Payment \$8,000.00, the requested Administration Expenses Payment \$6,950.00, the LWDA  
12 Payment \$31,500.00 and the PAGA Penalties allocation to Aggrieved Employees \$10,500.00 from  
13 the Gross Settlement Amount \$420,000.00;

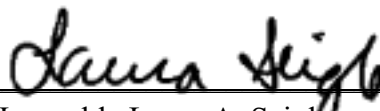
14           15.     The Settlement Administrator is directed to make the foregoing payments in  
15 accordance with the terms of the Settlement and Class Counsel's further instructions; and

16           16.     This document constitutes the Judgment resolving the portion of the action against  
17 Defendants according to the terms herein.  
18 The deadline for filing the declaration of final distribution is May 21, 2027. The Court sets a non-  
appearance case review for June 3, 2027 at 8:30 a.m.

19           **IT IS SO ORDERED.**

20  
21 Dated: 10/08/2025



  
Honorable Laura A. Seigle  
Judge of the Superior Court  
Laura A. Seigle / Judge