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**FILED**  
Superior Court of California  
County of Los Angeles  
02/26/2026

David W. Slayton, Executive Officer / Clerk of Court  
By: E. Martinez Deputy

8 Attorneys for Plaintiff, the Putative Class, and the Aggrieved Employees

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

11 THOMAS JIMENEZ, an individual, on behalf of  
12 himself, the State of California, as a private  
13 attorney general, and on behalf of all others  
14 similarly situated,

15 Plaintiff,

16 v.

17 AIR-TRO, INCORPORATED, a Delaware  
18 Corporation; and DOES 1 TO 50,

19 Defendants.  
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Case Number: 23STCV08225

**~~Proposed~~ Order Granting Final Approval of  
Class Action Settlement and Final Judgment**

Date: February 26, 2026  
Time: 10:00 am  
Dept.: 15  
Judge: Hon. Timothy P. Dillon

Complaint Filed: April 13, 2023  
FAC Filed: April 11, 2024  
Trial Date: None Set

1 ~~PROPOSED~~ ORDER

2 On February 26, 2026, the Court held a hearing on Plaintiff’s Motion for Final Approval of  
3 Class Action Settlement.

4 In conformity with California Rules of Court, Rule 3.769, with due and adequate notice having  
5 been given to Class Members, and the Court having considered the Class Action and PAGA Settlement  
6 Agreement and Class Notice (the “Settlement Agreement”), all of the legal authorities and documents  
7 submitted in support thereof, all papers filed and proceedings has herein, all oral and written comments  
8 received regarding the proposed settlement, and having reviewed the record in this litigation, and good  
9 cause appearing, the Court GRANTS final approval of the Settlement and **ORDERS AND MAKES**  
10 **THE FOLLOWING FINDINGS AND DETERMINATIONS AND ENTERS FINAL**  
11 **JUDGMENT AS FOLLOWS:**

12 1. All terms used in this Order Granting Final Approval of Class Action Settlement and  
13 Final Judgment (the "Order") shall have the same meanings given as those terms are used and/or  
14 defined in the parties' Settlement Agreement.

15 2. The Court has personal jurisdiction over the Parties to this litigation and subject matter  
16 jurisdiction to approve this Settlement and all exhibits thereto.

17 3. For settlement purposes only, the Court finally certifies the Class, as defined in the  
18 Agreement and as follows:

19 all individuals who are or were employed by Defendant as non-exempt employees in  
20 California from April 13, 2019, to June 1, 2024.

21  
22 4. The Court deems this definition sufficient for the purpose of California Rule of Court  
23 3.765(a), and solely for the purpose of effectuating the Settlement.

24 5. The Court finds that an ascertainable class of 117 class members exists and a well-  
25 defined community of interest exists on the questions of law and fact involved because in the context  
26 of the Settlement: (i) all related matters, predominate over any individual questions; (ii) the claims of  
27 the Plaintiff are typical of claims of the Class Members; and (iii) in negotiating, entering into and  
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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 ILYM Group Inc., which functioned as the Settlement  
4 Administrator, completed the distribution of Class Notice and Share Form to the Class in a manner that  
5 comports with California Rule of Court 3.766. The Class Notice informed 117 Class Members of the  
6 Settlement terms, their rights to do nothing and receive their settlement share, their rights to submit a  
7 request for exclusion, their rights to comment on or object to the Settlement, and their rights to appear  
8 at the Final Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of  
9 time to respond and to act were provided by each of these procedures. No Class Members filed written  
10 objections to the Settlement as part of this notice process, and no Class Member filed a written  
11 statement of intention to appear at the Final Approval Hearing. No Class Members submitted a request  
12 for exclusion.

13           7.       The Court hereby approves the terms set forth in the Settlement Agreement and finds  
14 that the Settlement Agreement is, in all respects, fair, adequate, and reasonable, consistent and  
15 compliant with all applicable requirements of the California Code of Civil Procedure, the California  
16 and United States Constitutions, including the Due Process clauses, the California Rules of Court, and  
17 any other 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 Settlement Agreement according to its  
19 terms and declares the Settlement Agreement to be binding on all Class Members.

20           9.       The Court finds that the Settlement Agreement has been reached as a result of informed  
21 and non-collusive arm's-length negotiations. The Court further finds that the Parties have conducted  
22 extensive investigation and research, and their attorneys were able to reasonably evaluate their  
23 respective 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 of the Parties were to continue to litigate the case.  
26 Additionally, after considering the monetary recovery provided as part of the Settlement in light of the  
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1 challenges posed by continued litigation, and Court concludes that Class Counsel secured significant  
2 relief for Class Members.

3 11. The Settlement Agreement is not an admission by Defendant, nor is this Order a finding  
4 of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement  
5 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement  
6 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,  
7 concession, or liability whatsoever by or against Defendant.

8 12. The Court appoints Plaintiff Thomas Jimenez as Class Representative and finds him to  
9 be adequate.

10 13. The Court appoints Jonathan Melmed, Esq. and Laura M. Supanich, Esq., of Melmed  
11 Law Group P.C. as Class Counsel, and finds them to be adequate, experienced, and well-versed in class  
12 action litigation.

13 14. The terms of the Agreement, including the Gross Settlement Amount of \$450,000.00 is  
14 fair, adequate, and reasonable to the Class and to each Class Member, and the Court grants final  
15 approval of the Settlement set forth in the Settlement Agreement, subject to this Order. The Court  
16 approves the following allocations, which fall within the ranges stipulated by and through the  
17 Settlement Agreement:

- 18 1. The \$6,350.00 designated for payment to ILYM Group Inc., the Settlement  
19 Administrator, is fair and reasonable. The Court grants final approval of, and orders the  
20 Parties to make the payment to the Settlement Administrator in accordance with the  
21 Agreement.
- 22 2. The \$150,000.00 amount requested by Plaintiff and Class Counsel for the Class  
23 Counsel's attorneys' fees is fair and reasonable in light of the benefit obtained for the  
24 Class. The Court grants final approval of, awards, and orders the Class Counsel Fees  
25 Payment to be made in accordance with the Agreement.
- 26 3. The Court awards \$22,000.00 in litigation costs, an amount which the Court finds to be  
27 reflective of the reasonable costs incurred. The Court grants final approval of, and order  
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1 the Class Counsel Litigation Expenses Payment in this amount to be made in accordance  
2 with the Agreement.

3 4. The \$7,500.00 requested by Plaintiff for the Incentive Award is fair and reasonable. The  
4 Court grants final approval of, and orders the Incentive Award to be paid in accordance  
5 with the Agreement.

6 5. The Court approves of the \$20,000.00 allocation assigned for claims under the Private  
7 Attorney General Act (PAGA), and orders 75% thereof (i.e., \$15,000.00) to be paid to  
8 the California Labor and Workforce Development Agency (LWDA) in accordance with  
9 the terms of the Settlement Agreement.

10 15. The Court orders the Parties to comply with and carry out all terms and provisions of  
11 the Settlement, to the extent that the terms thereunder do not contradict with this Order, in which case  
12 the provisions of this Order shall take precedence and supersede the Settlement.

13 16. Nothing in the Settlement or this Order purports to extinguish or waive Defendant's  
14 rights to continue to oppose the merits of the claims in this Action or class treatment of these claims in  
15 this case if the Settlement fails to become Final or effective, or in any other case without limitation.

16 17. All Class Members shall be bound by the Settlement and this Order, including the  
17 release of claims as set forth in the Agreement.

18 18. The Parties shall bear their own respective attorneys' fees and costs except as otherwise  
19 provided in the Settlement Agreement.

20 19. All checks mailed to the Class Members must be cashed within one hundred eighty  
21 (180) days after mailing.

22 20. Within 7 days after the Court has held a Final and Fairness Approval Hearing and  
23 entered a final order certifying the Class for settlement purposes only and approving the Class  
24 Settlement, the Settlement Administrator will give notice of judgment to Settlement Class Members  
25 pursuant to California Rules of Court, rule 3.771(b) by posting a copy of said order and final judgment  
26 on its website.

1           21.     The Court retains continuing jurisdiction over the Action and the Settlement, including  
2 jurisdiction pursuant to California Rule of Court 3.769(h), solely for purposes of (a) enforcing the  
3 Settlement Agreement, (b) addressing settlement administration matters, and (c) addressing such post-  
4 Judgment matters as may be appropriate under court rules or applicable law.

5           22.     Plaintiff shall file with the Court a report regarding the status of distribution ~~within one~~  
6 ~~hundred and twenty (120) days after all funds have been distributed.~~ no later than 2/24/27.

7           23.     This Final Judgment is intended to be a final disposition of the above captioned action  
8 in its entirety and is intended to be immediately appealable. This Judgment resolves and extinguishes  
9 all claims released by the Settlement Agreement, against Defendant.

10          24.     The Court hereby sets a hearing date of 2/26/27 at 4:00 pm/~~am~~ for  
11 a hearing on the final accounting and distribution of the settlement funds.

12 **IT IS SO ORDERED, ADJUDGED, AND DECREED:**

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15 Dated: 02/26/2026



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17 Judge of the Superior Court, County of Los Angeles

18 Timothy Patrick Dillon / Judge