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**FILED**  
Superior Court of California  
County of Los Angeles  
**04/30/2026**

David W. Slayton, Executive Officer / Clerk of Court  
By:                     P. Salcido                     Deputy

14 Attorneys for Plaintiff TREVOR JOHNSON,  
15 on behalf of himself and others similarly situated

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

18 TREVOR JOHNSON, on behalf of himself  
19 and other aggrieved employees,

20 Plaintiff,

21 vs.

22 AIR PRODUCTS AND CHEMICALS, INC.;

23 and DOES 1 TO 100, inclusive,

24 Defendant.

Case No.: 22STCV37775

**CLASS ACTION**

*[Assigned for all Purposes to the Hon. Tony L. Richardson; Dept. 39 ]*

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

*[Filed concurrently with Notice of Motion and  
Motion for Final Approval of Class Action  
Settlement and Motion for Award of Attorneys'  
Fees and Costs; Declarations in Support]*

Hearing Information:

Date: April 30, 2026

Time: 8:30 a.m.

Dept.: 39

**Reservation:** Set by Court

~~**PROPOSED**~~ ORDER AND JUDGMENT

1  
2 Plaintiff TREVOR JOHNSON’s (“Plaintiff”) Motion for Final Approval of Class and PAGA  
3 Action Settlement and Motion for Award of Attorneys’ Fees and Costs with Defendant AIR  
4 PRODUCTS AND CHEMICALS, INC. (“Defendant”) came before this Court on April 30, 2026, at  
5 8:30 a.m. in Department 39 of the Los Angeles County Superior Court located at 111 N Hill Street,  
6 Los Angeles, CA 90012. Having received and considered the Class Action and PAGA Settlement  
7 Agreement and Amended Class Notice, attached as **Exhibit 1** to the Declaration of Malcolm Clayton  
8 in Support of Plaintiff’s Motion for Final Approval (the “Settlement” or “Settlement Agreement”),  
9 Plaintiff’s Motion for Final Approval of Class and PAGA Action Settlement, the supporting papers  
10 filed by the Parties, the declaration of Nathalie Hernandez on behalf of ILYM Group, Inc, the  
11 declaration of Trevor Johnson, and the evidence and argument received by the Court in conjunction  
12 with the Motion for Final Approval of Class and PAGA Action Settlement, the Court grants final  
13 approval of the Settlement and **HEREBY ORDERS AND MAKES THE FOLLOWING**  
14 **DETERMINATION:**

15 1. This Court has jurisdiction over the subject matter of the action and over the Parties,  
16 including all members of the settlement class.

17 2. The Court finds that the Settlement Class (defined below) is properly certified as a  
18 class for settlement purposes only:

19 All current and former hourly, non-exempt truck drivers who were employed by Defendant  
20 in the state of California during the Class Period.

21 3. The “Class Period” is the period from February 14, 2019, through April 12, 2025.

22 4. The “PAGA Period” is the period from August 11, 2021 through September 9, 2025.

23 5. For purposes of the settlement, the Court designates named Plaintiff Trevor Johnson  
24 as Class Representative, and Joseph Lavi, Esq. and Vincent C. Granberry, Esq., of Lavi &  
25 Ebrahimian, LLP, as Class Counsel.

26 6. The notice provided to the class members conforms with the requirements of  
27 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules  
28 of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable

1 law, and constitutes the best notice practicable under the circumstances, by providing individual  
2 notice to all class members who could be identified through reasonable effort, and by providing due  
3 and adequate notice of the proceedings and of the matters set forth therein to the other class members.

4 The notice fully satisfied the requirements of due process.

5 7. The Court finds the Settlement was entered into in good faith, that the Settlement is  
6 fair, reasonable and adequate, and that the Settlement satisfies the standards and applicable  
7 requirements for final approval of this class and representative action settlement under California law,  
8 including the provisions of California Code of Civil Procedure section 382 and California Rules of  
9 Court, Rule 3.769.

10 8. The Settlement Agreement is not an admission by Defendant or by any other released  
11 party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing  
12 by Defendant or any other released party. Neither this Order and Judgment, the Settlement, nor any  
13 document referred to herein, nor any action taken to carry out the Settlement, may be construed as,  
14 or may be used as, an admission of any fault, wrongdoing, omission, concession, or liability  
15 whatsoever by or against Defendant or any of the other released parties. Neither the Agreement nor  
16 this Settlement is an admission by Defendant, nor is this Final Approval Order and Judgment a  
17 finding, that this Action is appropriate for class or representative treatment other than for settlement  
18 purposes.

19 9. No Class Member provided a written objection to the Settlement Administrator.

20 10. No Class Member requested exclusion from the Settlement.

21 11. Defendant will fully-fund the non-reversionary Gross Settlement Amount of Three  
22 Hundred Seventy Thousand Dollars and Zero Cents (\$370,000.00.), along with the amounts necessary  
23 to pay Defendant-side payroll taxes by the later of: (i) 15 calendar days after the Administrator  
24 provides all information necessary for Defendant to transfer funds to a QSF, or (ii) 15 calendar days  
25 after the Effective Date.

26 12. The Settlement Administrator will issue the following payments within (14) days after  
27 receipt of full funding: (a) all Individual Class Payments, (b) all Individual PAGA Payments (c) the  
28 LWDA Payment, (d) the court-approved Administration Expenses Payment, (e) the court-approved

1 Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, and (f) the court-  
2 approved Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment,  
3 the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall  
4 not precede disbursement of Individual Class Payments and Individual PAGA Payments.

5 13. A Class Representative Service Payment of \$10,000 to Plaintiff for his services as  
6 Class Representative and the risk in connection with that role is awarded.

7 14. The Court approves the payment from the Gross Settlement Amount of attorneys' fees  
8 to Class Counsel in the sum of One Hundred Twenty Three Thousand Three Hundred Thirty-Three  
9 Dollars and Thirty-Three Cents (\$123,333.33) as Class Counsel Fees Payment, one-third of the Gross  
10 Settlement Amount, plus costs in the amount of \$22,000 as Class Counsel Litigation Expenses  
11 Payment. Each are reasonable amounts. The reasonableness of the fee award is determined based on  
12 a reasonable percentage of a common fund obtained for the class. The court also has considered the  
13 lodestar amount, which exceeds the amount requested. Awarding fees on a percentage basis  
14 encourages efficient litigation practices and reflects the actual benefit obtained for the class.

15 15. The Court approves and orders payment from the Gross Settlement Amount in the  
16 amount of Five Thousand Three Hundred Fifty Dollars and Zero Cents (\$5,350.00) to ILYM Group,  
17 Inc. as Administration Expenses Payment for incurred costs to administer the Settlement.

18 16. The Court approves and orders the allocation of Twenty Thousand Dollars and Zero  
19 Cents (\$20,000.00) of the Gross Settlement Amount to resolve the PAGA claims ("PAGA Payment").

20 Of that amount:

- 21 a. The Court approves and orders payment of Fifteen Thousand Dollars and Zero  
22 Cents (\$15,000.00) (75%) to the LWDA as the LWDA PAGA Payment; and  
23 b. The Court approves and orders payment of Five Thousand Dollars and Zero Cents  
24 (\$5,000.00) (25%) to be distributed to PAGA Group Members as the Individual  
25 PAGA Payments pursuant to the terms of the Settlement.

26 17. In list form, the amounts approved and ordered paid are as follows:

- 27 a. Gross Settlement Amount ("GSA"): \$370,000.00 (exclusive of defendant payroll  
28 taxes) from which the following amounts will be paid.  
b. PAGA Amount: Total \$20,000.00 composed of:

- i. LWDA PAGA Payment: \$15,000.00 (75% of PAGA Amount)
- ii. Individual PAGA Payments: \$5,000.00 (25% of PAGA Amount)
- c. Deductions: Total \$160,683.33, composed of:
  - i. \$10,000.00 - Class Representative Service Payment
  - ii. \$123,333.33 – Class Counsel Fees Payment
  - iii. \$22,000.00 – Class Counsel Litigation Expenses Payment
  - iv. \$5,350.00 - Settlement Administration Costs

That makes the Net Settlement Amount: \$189,316.67 (GSA, minus PAGA Amount, minus Deductions) from which the Individual Settlement Payments to Participating Class Members will be paid.

18. Class Members will have one hundred eighty (180) calendar days from the date of issuance of the check to cash or otherwise deposit their Individual Class Payment check or Individual PAGA Payment check. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller’s Unclaimed Property Fund in the name of the Class Member or PAGA Group Member thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

19. Release by Participating Class Members: Upon Defendant fully funding the Gross Settlement Amount and separately paying all employer payroll taxes, all Participating Class Members fully and finally release the Released Parties from any and all claims based on or arising out of the same factual predicates in any of the complaints filed in the Actions, including the filed Consolidated Complaint, as well as any of the PAGA letters submitted by Plaintiff to the LWDA in connection with the Actions, and including all claims that were pled or could have been pled based on the factual allegations in the Actions. This includes but is not limited to claims for: (1) failure to pay wages for all hours worked at minimum wage in violation of Labor Code sections 1194 and 1197; (2) failure to provide complete and accurate wage statements in violation of Labor Code section 226; (3) failure to timely pay all earned wages during employment and final paychecks due at time of separation of employment in violation of Labor Code sections 201, 202, 203 and 204; (4) failure to pay sick leave at the correct rate; (5) all claims for interest, penalties, attorneys’ fees, costs and any other monetary relief based upon the claims described above and including, but not limited to, pursuant to Labor Code §§ 210, 218.5, 218.6, Code of Civil Procedure §1021.5, and/or Civil Code §§ 3287(b) and 3289,

1 and related claims that could have been asserted under the Fair Labor Standards Act, costs, attorneys'  
2 fees, injunctive relief, declaratory relief, or accounting that accrue during the Class Period.

3 20. Release by PAGA Group: Upon Defendant fully funding the Gross Settlement  
4 Amount and separately paying all employer payroll taxes, Plaintiff as a representative of the State of  
5 California and on behalf of the LWDA and as representative of the PAGA Group, fully and finally  
6 releases the Released Parties from all claims for civil penalties under PAGA asserted in any of the  
7 complaints filed in the Actions, including the filed Consolidated Complaint, as well as any of the  
8 PAGA letters sent by Plaintiff to the LWDA in connection with the Actions, and all claims that could  
9 have been asserted in the Actions based on the same alleged facts and theories, including claims for  
10 penalties based on violations of the California Labor Code and IWC Wage Orders for: (1) failure to  
11 pay wages for all hours worked at the legal minimum wage; (2) failure to pay wages for overtime  
12 hours worked at the overtime rate of pay; (3) failure to pay wages for workdays that Defendant failed  
13 to provide legally required and compliant meal periods; (4) failure to pay wages to hourly non-exempt  
14 employees for workdays that Defendants failed to provide legally required and compliant rest periods;  
15 (5) failure to timely pay earned wages during employment; (6) failure to pay employees all wages  
16 due at termination/resignation; (7) violations of Labor Code sections 201, 202, 203, 204, 226, 226.7,  
17 246, 510, 512, 558, 1194, 1197, 1197.1, and 1198 for the PAGA Period.

18 21. Release by Plaintiff: Upon Defendant fully funding the Gross Settlement Amount and  
19 separately paying all employer payroll taxes, the Class Representative shall be deemed to have fully,  
20 finally, and forever released the Released Parties from all Class Representative's Released Claims as  
21 set forth in the Settlement Agreement.

22 22. "Released Parties" are Defendant and its present and former parent companies,  
23 subsidiaries, related or affiliated companies (including any companies, corporations, partnerships, alter  
24 egos, joint venturers, and actual or alleged joint employers), and each of their respective past, present  
25 and future shareholders, officers, directors, employees, agents, attorneys, insurers, partners, members,  
26 successors and assigns, and any individual or entity that could be liable for any of the Released Claims,  
27 and Defendant's Counsel.

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23. In accordance with Labor Code Section 2699, Class Counsel shall submit this Order and Judgment Granting Final Approval to the Labor and Workforce Development Agency.

24. The Court hereby enters judgment in the entire Action as of the filing date of this Order And Judgment Granting Final Approval Of Class And Representative Action Settlement pursuant to the terms set forth in the Settlement. Without affecting the finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction over the interpretation, implementation and enforcement of the Settlement and all orders entered in connection therewith pursuant to California Code of Civil Procedure § 664.6.

25. The Settlement Administrator shall provide to Class Counsel, and Class Counsel shall file a final report with the Court regarding distribution of Settlement funds by April 21, 2027, indicating the disbursements were made pursuant to the Settlement, so that the Court can amend the judgment as set forth in and subject to the requirements of California Code of Civil Procedure Section 384, Subd. (b).

26. Notice of this Order and Judgment Granting Final Approval will be provided to Class Members by the Settlement Administrator posting it to its website. Class Counsel is responsible for providing this document to the Settlement Administrator.

27. A status conference regarding distribution of the Settlement funds is set for April 28, 2027 at 8:30 ~~a.m.~~ ~~p.m.~~ in Department 6 of the above-captioned Court.

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

Dated: 04/30/2026

  
\_\_\_\_\_  
Hon. Tony L. Richardson  
Judge of the Superior Court