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Attorneys for Plaintiffs
Julio Mendoza, individually and on behalf of all others
similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN JOAQUIN

JULIO MENDOZA, an Individual, on behalf
of himself and all others similarly situated

Plaintiffs,

v.

AERO TURBINE, INC., a California
Corporation; and DOES 1 through 100,
Inclusive

Defendants.

CASE NO. STK-CV-UOE-2022-0011287

[Assigned for all purposes to The Honorable Robert
T. Waters - Dept. 11B]

CLASS ACTION

KM
~~[PROPOSED]~~ JUDGMENT

Action Filed: December 2, 2022

IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

1. This Judgement hereby incorporates by reference the definitions in the Settlement Agreement and Release between Plaintiff Julio Mendoza ("Plaintiff") and Defendant Aero Turbine, Inc. ("Defendant") attached to the declaration of Bruce Kokozyan submitted in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement as Exhibit 1 ("Settlement

KM
~~[PROPOSED]~~ JUDGMENT

Agreement”) as though fully set forth herein, and all undefined capitalized terms used herein shall have the same meaning as set forth in the Settlement Agreement.

2. The Court approves the Settlement Agreement, including all terms, conditions and releases set forth therein.
3. Judgment is entered in accordance with, and incorporates by reference the findings of the Court’s Final Order Granting Plaintiff’s Motion for Final Approval of Class Action Settlement and the Settlement Agreement. The Gross Settlement Amount is to be distributed as set forth in the Settlement Agreement, except as otherwise modified by the Final Order Granting Plaintiff’s Motion for Final Approval of Class Action Settlement.
4. The Settlement Class in this action is defined as: All current and former non-exempt employees of Defendant, who were employed by Defendant in California at any time during the period from December 2, 2018 to November 10, 2023.
5. The following Settlement Class Member has opted out of the settlement of the Released Class Claims documented by the Settlement Agreement: Nicholas James Sommers. Because this individual properly excluded themselves from the settlement of the Released Class Claims documented by the Settlement Agreement, they are not a member of the Settlement Class and are not a Participating Settlement Class Member (but shall remain an Aggrieved Employee), are not bound by settlement of the Released Class Claims documented by the Settlement Agreement (but shall still release the Released PAGA Claim), are barred from participating in the settlement of the Released Class Claims documented by the Settlement Agreement (but shall still release the Released PAGA Claim), are barred from receiving an Individual Settlement Payment, and will receive no benefit from the settlement of the Released Class Claims documented by the Settlement Agreement (but shall still receive an Individual PAGA Payment from the Net PAGA Distribution Amount).
6. All other Settlement Class Members except Nicholas James Sommers are members of the Settlement Class and Participating Settlement Class Members, will fully participate in the settlement documented by the Settlement Agreement (including, without limitation, the settlement of the Released Class Claims), and are fully bound by the Settlement Agreement,

1 including, without limitation, the settlement of the Released Class Claims and the Released
2 PAGA Claim.

- 3 7. As of the Effective Date, regardless of whether they actually receive notice of the settlement
4 documented by the Settlement Agreement, and regardless of whether they receive any payment
5 pursuant to the Settlement Agreement, all Settlement Class Members except Nicholas James
6 Sommers, and each of them, on behalf of themselves and their heirs, executors, representatives,
7 administrators, agents, insurers, successors and assigns, shall be deemed to have fully and
8 forever released and discharged the Released Parties from the Released Class Claims from the
9 beginning of time up to and including November 10, 2023, as set forth in the Settlement
10 Agreement.
- 11 8. For the sake of clarity, "Released Parties" is defined consistent with the definition in the
12 Settlement Agreement as Aero Turbine, Inc., and each of its present, former, and future parent,
13 subsidiary, related and/or affiliate entities, and each of their predecessors, successors, and
14 assigns, and each and all of their respective past and present members, shareholders, partners,
15 directors, officers, employees, attorneys, insurers, servants, owners, investors, joint employers,
16 founders, managers, managing agents, lenders, representatives and agents, and as to any
17 individual their marital community, community property, trustees, executors, heirs, guardians
18 and registered representatives. Without in any way limiting the foregoing, "Released Parties"
19 expressly includes any individual or entity which could be jointly and/or severally liable with
20 Aero Turbine, Inc. as to any of the Released Class Claims and/or Released PAGA Claim.
- 21 9. For the sake of clarity, "Released Class Claims" is defined consistent with the definition in the
22 Settlement Agreement as the claims asserted in the Action, as amended (except for the Released
23 PAGA Claim), as well as any and all claims, obligations, demands, rights, liabilities, complaints,
24 charges, penalties, fines, wages, damages, liquidated damages, losses, restitutionary amounts,
25 interest and/or causes of action of every nature and description whatsoever, whether in tort,
26 contract or for violation of any state, federal or other statute, rule or regulation, based on, arising
27 from or related to the facts or claims asserted in the Action, as amended, or that could have been
28 asserted in the Action based on the facts set forth in the Action, including, but not limited to,

claims for (1) failure to pay overtime and double time wages in violation of Labor Code sections 204, 218, 218.6, 510, 511, 1194 *et seq.* and 1198; (2) failure to pay all hours worked and to timely pay all hours worked in violation of Labor Code sections 204, 210, 218.6, 510, 1194 *et seq.*, 1194.2 and 1197, and/or any contract or agreement, including, but not limited to, failure to pay minimum wage in violation of Labor Code sections 218.6, 1194 *et seq.*, 1194.2 and 1197; (3) failure to provide meal periods and related premium pay in violation of Labor Code sections 226.7, 512 and 516, and the Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders 4 and 9; (4) failure to provide rest periods and related premium pay in violation of Labor Code sections 226.7 and 516 and the Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders 4 and 9; (5) failure to maintain and timely furnish accurate itemized wage statements in violation of Labor Code section 226 and the Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders 4 and 9, as well as failure to maintain accurate time and payroll records in violation of Labor Code section 1174 and the Industrial Welfare Commission Wage Orders, including, but not limited to, Wage Orders 4 and 9; (6) failure to timely pay all wages due to terminating employees in violation of Labor Code sections 201-203, as well as for related waiting time penalties pursuant to Labor Code section 203; (7) unfair business practices in violation of Business & Professions Code section 17200, *et seq.*; (8) violation of and penalties pursuant to California Labor Code section 558; and (9) any other violations or failures to comply with California Labor Code sections 1194 *et seq.*, 200 *et seq.* and 500 *et seq.*, and/or any applicable Wage Order of the California Industrial Welfare Commission.

10. As of the Effective Date, regardless of whether they actually receive notice of the settlement documented by the Settlement Agreement, and regardless of whether they receive any payment pursuant to the Settlement Agreement, the State of California and all Aggrieved Employees, and each of them, on behalf of themselves and their heirs, executors, representatives, administrators, agents, insurers, successors and assigns, shall be deemed to have fully and forever released and discharged the Released Parties from the Released PAGA Claim for the time period from December 1, 2021 to November 10, 2023, as set forth in the Settlement Agreement.

- 1 11. For the sake of clarity, "Aggrieved Employees" are defined consistent with the definition in the
2 Settlement Agreement as all current and former non-exempt employees of Defendant, who were
3 employed by Defendant in California at any time during the period from December 1, 2021 to
4 November 10, 2023.
- 5 12. For the sake of clarify, "Released PAGA Claim" is defined consistent with the definition in the
6 Settlement Agreement as all claims, liabilities and/or causes of action for civil penalties for
7 violations alleged in the Action (including Named Plaintiff's First Amended Complaint) and/or
8 Named Plaintiff's Notice to the California Labor and Workforce Development Agency (entitled
9 "NOTICE OF LABOR CODE VIOLATIONS PURSUANT TO LABOR CODE §2699.3") dated
10 December 1, 2022 ("LWDA Notice"), or that could have been alleged in the Action (including
11 Named Plaintiff's First Amended Complaint) and/or Named Plaintiff's LWDA Notice based on
12 the facts alleged in the Action (including Named Plaintiff's First Amended Complaint) and/or
13 Named Plaintiff's LWDA Notice, or that are related or attributable to, based on, or arise from
14 the facts and/or claims alleged in the Action (including Named Plaintiff's First Amended
15 Complaint) and/or Named Plaintiff's LWDA Notice, occurring during the time period from
16 December 1, 2021 to November 10, 2023 that Named Plaintiff, the Aggrieved Employees, and/or
17 the State of California may have under the California Labor Code, California Industrial Welfare
18 Commission ("IWC") Wage Orders, California state regulations, and/or any other provisions of
19 California state law, whether suspected or unsuspected, including but not limited to those arising
20 from, related to, or attributable to any allegations that Named Plaintiff and/or the Aggrieved
21 Employees suffered California Labor Code, IWC Wage Order and/or other violations of
22 California state law based on and/or for (1) failure to pay overtime and double time wages in
23 violation of Labor Code sections 204, 218, 218.6, 510, 511, 1194 *et seq.* and 1198; (2) failure to
24 pay all hours worked and to timely pay all hours worked in violation of Labor Code sections 204,
25 210, 218.6, 510, 1194 *et seq.*, 1194.2 and 1197, and/or any contract or agreement, including, but
26 not limited to, failure to pay minimum wage in violation of Labor Code sections 218.6, 1194 *et*
27 *seq.*, 1194.2 and 1197; (3) failure to provide meal periods and related premium pay in violation
28 of Labor Code sections 226.7, 512 and 516, and the Industrial Welfare Commission Wage

1 Orders, including, but not limited to, Wage Orders 4 and 9; (4) failure to provide rest periods and
2 related premium pay in violation of Labor Code sections 226.7 and 516 and the Industrial
3 Welfare Commission Wage Orders, including, but not limited to, Wage Orders 4 and 9; (5)
4 failure to maintain and timely furnish accurate itemized wage statements in violation of Labor
5 Code section 226 and the Industrial Welfare Commission Wage Orders, including, but not
6 limited to, Wage Orders 4 and 9, as well as failure to maintain accurate time and payroll records
7 in violation of Labor Code section 1174 and the Industrial Welfare Commission Wage Orders,
8 including, but not limited to, Wage Orders 4 and 9; (6) failure to timely pay all wages due to
9 terminating employees in violation of Labor Code sections 201-203, as well as for related
10 waiting time penalties pursuant to Labor Code section 203; (7) unfair business practices in
11 violation of Business & Professions Code section 17200, *et seq.*; (8) violation of and penalties
12 pursuant to California Labor Code section 558; and (9) any other violations or failures to
13 comply with California Labor Code sections 1194 *et seq.*, 200 *et seq.* and 500 *et seq.*, and/or
14 any applicable Wage Order of the California Industrial Welfare Commission. For the sake of
15 clarity, and without in any way limiting the foregoing, the "Released PAGA Claim" expressly
16 includes the eighth cause of action alleged in Named Plaintiff's First Amended Complaint for
17 violation of and penalties pursuant to the Private Attorneys General Act of 2004, California
18 Labor Code section 2698, *et seq.* Without in any way limiting the foregoing, Named Plaintiff,
19 the Aggrieved Employees and/or the State of California may hereafter discover facts or legal
20 arguments in addition to or different from those they now know or currently believe to be true
21 with respect to the claims, causes of action and legal theories of recovery in the Action which are
22 the subject matter of the Released PAGA Claim. Regardless, the discovery of new facts or legal
23 arguments shall in no way limit the scope or definition of the Released PAGA Claim.

24 13. As of the Effective Date, Named Plaintiff, on behalf of himself and his heirs, executors,
25 representatives, administrators, agents, insurers, successors and assigns, shall be deemed to have
26 fully released the Released Parties from any and all claims, obligations, demands, rights,
27 liabilities and causes of action of every nature and description whatsoever, known or unknown,
28 suspected or unsuspected, asserted or that might have been asserted, whether in tort, contract or

1 for violation of any state or federal statute, rule or regulation based on, arising out of, relating to
2 or in connection with any act or omission by or on the part of any of the Released Parties
3 committed or omitted at any time up to and including the Effective Date, including a waiver of
4 California Civil Code §1542, as set forth in the Settlement Agreement. For the sake of clarity,
5 this release covers and releases any and all claims that may be validly released as a matter of
6 law.

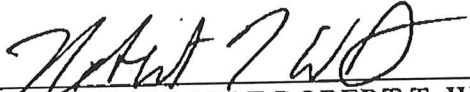
7 14. Without affecting the finality of this Judgment, pursuant to California Code of Civil Procedure
8 Section 664.6 and Rule 3.769(h) of the California Rules of Court, the Court shall retain exclusive
9 and continuing jurisdiction over the above-captioned action and Parties for purposes of
10 supervising, implementing, interpreting and enforcing the terms of its Final Order Granting
11 Plaintiff's Motion for Final Approval of Class Action Settlement and this Judgment.

12 15. This document shall constitute a judgment (and separate document constituting said judgment)
13 for purposes of California Rules of Court, Rule 3.769(h).

14 16. As set forth in the Settlement Agreement, notice of this Judgment shall be provided to Settlement
15 Class Members by first-class U.S. mail within five (5) calendar days after entry by the Court.
16 Such mailing and notice shall constitute notice of judgment to Settlement Class Members, as
17 required by California Rule of Court, Rule 3.771(b).

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

20 Dated: November 5, 2024

21 
22 THE HONORABLE ROBERT T. WATERS
23 JUDGE OF THE SUPERIOR COURT
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