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Superior Court of California
County of Los Angeles

MAY 09 2017

Shawn R. Carter, Executive Officer/Clerk
By: Rowanne Arellaga, Deputy

Attorneys for Plaintiff

8 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
9 **FOR THE COUNTY OF LOS ANGELES- CENTRAL CIVIL WEST**

10 LARRY LOFFREDO, on behalf of himself and
11 all others similarly situated and the general
12 public,

13 Plaintiffs,

14 v.

15 ASTRO SPAR, INC., a California corporation
16 and DOES 1 to 100, inclusive,

17 Defendants

) Case No.: BC559611
) Hon. Kenneth R. Freeman
) Dept. 310


) CLASS ACTION

) ~~PROPOSED~~ ORDER AND
) JUDGMENT RE: PLAINTIFF'S
) MOTION FOR ATTORNEYS' FEES,
) COSTS AND CLASS
) REPRESENTATIVE ENHANCEMENT
) AND MOTION FOR CONDITIONAL
) CERTIFICATION AND FINAL
) APPROVAL OF CLASS ACTION
) SETTLEMENT

) Date: May 9, 2017
) Time: 10:00 a.m.
) Dept.: 310

) Action Filed: October 6, 2014

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28 ~~PROPOSED~~ ORDER AND JUDGMENT RE: PLAINTIFF'S MOTION FOR
ATTORNEYS' FEES, COSTS AND CLASS REPRESENTATIVE ENHANCEMENT
AND MOTION FOR CONDITIONAL CERTIFICATION AND FINAL APPROVAL OF
CLASS ACTION SETTLEMENT

1 The Plaintiff Settlement class, as defined below, and the settling Defendant, Aerospace
2 Parts Holdings, Inc. (on behalf of the entity formerly known as "Astro Spar, Inc.") ("Defendant")
3 entered into an agreement to settle the above-captioned class action, subject to the Court's
4 approval. The agreement is captioned Revised Joint Stipulation of Settlement and Release
5 (hereinafter "Settlement Agreement"). The Settlement Agreement provides for the payment of
6 compensation to each Class Member according to a formula which uses the number of
7 workweeks worked by each employee during the applicable Class Period, pursuant to the
8 Preliminary Approval Order entered January 9, 2017. The Preliminary Approval Order also
9 approved the proposed forms of notice and related documents. The Court entered the
10 Preliminary Approval Order after review and consideration of all of the pleadings filed in
11 connection herewith, and the oral presentations made by counsel at the hearing, along with the
12 amended Notice and Order entered January 9, 2017.

13 In compliance with the Preliminary Approval Order entered January 9, 2017, notice was
14 sent to the Class Members via first class mail by the Court approved settlement administrator,
15 CPT Group, on February 17, 2017.

16 This matter is now before the Court on Plaintiff's Motion for Final Approval of the Class
17 Action Settlement, Attorneys' Fees and Costs, and Class Representative Enhancement. The
18 Court has read, heard, and considered all of the pleadings and documents submitted, and the
19 presentations made in connection with the Motions which came on for hearing on May 9, 2017.

20 This Court finds that the proposed settlement is the product of serious, informed, non-
21 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential
22 treatment to any individuals. The Court finds that the settlement was entered into in good faith
23 pursuant to California Code of Civil Procedure §877.6. The Court further finds that the
24 settlement is fair, reasonable and adequate and that Plaintiff has satisfied the standards for final
25 approval of a class action settlement under California law.

26 The hearing was attended by class counsel, Joseph Antonelli, Esq. from the Law Office
27 of Joseph Antonelli. The Defendants were represented by James M. Nelson of Greenberg
28 Traurig, LLP.

1 Based on the foregoing, IT IS HEREBY ORDERED THAT:

2 1. The Court has jurisdiction over the claims of the Settlement Class Members
3 asserted in this proceeding and over all parties to the related actions;

4 2. For the reasons set forth in the Preliminary Approval Order of January 9, 2017,
5 which is adopted and incorporated herein by reference, this Court finds that the applicable
6 requirements of the California Code of Civil Procedure §382 have been satisfied with respect to
7 the Settlement Classes and the proposed settlement. The Court hereby makes final its earlier
8 provisional certification of the Plaintiff Classes, as set forth in the Preliminary Approval Order.
9 The Court finds the following classes have been certified and is subject to the Settlement as
10 "Class Members":

11 **All former California hourly nonexempt employees of Astro Spar, Inc. who worked**
12 **at least one (1) shift for Defendant during the period of January 3, 2013 to July 31, 2016.**
13 **The Settlement Class includes employees currently working for Aerospace Parts Holdings,**
14 **Inc., who formerly worked for Astro Spar Inc.**

15 3. The notice given to the Class Members fully and accurately informed the Class
16 Members of all material elements of the proposed Settlement including the fact that Class
17 Member shares were based on estimates that may change before the final distribution amount is
18 paid to the Class Members. The notice accurately informed the Class Members of their
19 opportunity to object or comment thereon; was the best notice practicable under the
20 circumstances; was valid, due and sufficient notice to all Class Members; and complied fully
21 with the laws of the State of California, due process, and other applicable law. All other forms
22 of notice fairly and adequately described the Settlement and provided Class Members adequate
23 instructions and a variety of means to obtain additional information. A full opportunity has been
24 afforded to the Class Members to participate in this hearing, and all Class Members and other
25 persons wishing to be heard have been heard. Accordingly, the Court determines that all Class
26 Members who did not timely and properly execute a Request for Exclusion are bound by this
27 judgment and order. The Court finds that there are no Class Members who submitted a valid
28

1 request for exclusion. Accordingly, all Class Members who received notice and did not exclude
2 themselves are therefore bound by this judgment and order.

3 4. Pursuant to California law and Code of Civil Procedure § 382 et seq., the Court
4 hereby grants final approval to the Settlement and finds that it is fair, reasonable and adequate,
5 and in the best interests of the Settlement Class as a whole. The Court approves the maximum
6 settlement amount of Nine Hundred Seventy-Five Thousand (\$975,000.00) as fair, reasonable
7 and adequate. The settlement contemplated the Court's authority to reduce the attorneys' fees
8 requested and Class Representative enhancement to amounts below the amounts requested by
9 Plaintiff for those elements of the settlement. Accordingly, the Court hereby directs that the
10 Settlement be effected in accordance with the terms of the Revised Joint Stipulation of
11 Settlement and Release attached to the Supplemental Declaration of Joseph Antonelli in Support
12 of Plaintiff's Motion for Conditional Certification and Preliminary Approval of Class Action
13 Settlement, filed on November 15, 2016.

14 1. Upon the final approval by the Court of the Revised Joint Stipulation of
15 Settlement and Release and entry of judgment certifying the Settlement Class, and except as to
16 such rights or claims as may be created by this Stipulation of Settlement, the Settlement Class
17 and each member of the Settlement Class who has not submitted a valid opt-out fully releases
18 and discharges Astro Spar, Inc. and Aerospace Parts Holdings, Inc., along with their respective
19 past, present, and future parent companies, predecessors, related or affiliated companies,
20 subsidiaries, divisions, officers, directors, agents, employees, attorneys, insurers, successors,
21 assigns, stockholders, owners, and members, and any individual or entity which could be jointly
22 liable with Defendant, and its respective counsel, from any and all claims, debts, wages,
23 liabilities, demands, obligations, penalties, guarantees, costs, expenses, attorneys' fees, damages,
24 actions, or causes of action for wage and hour claims that were pled or could have been pled
25 based on the facts alleged in the First Amended Complaint, under the Labor Code, or federal,
26 state, or local wage and hour laws, based on the facts alleged in the First Amended Complaint,
27 including but not limited to claims for failure to pay minimum wage or overtime compensation,
28

1 failure to pay all wages due, failure to allow and pay for meal periods, failure to allow and pay
2 for rest periods, unlawful deductions, waiting time penalties, failure to provide accurate itemized
3 wage statements, statutory penalties, civil penalties under the California Labor Code Private
4 Attorney General Act, interest, liquidated damages, restitution or other equitable relief,
5 injunctive relief, theft of labor, declaratory relief, an accounting, or attorneys' fees, in addition to
6 all related claims for conversion and violation of Business & Professions Code section 17200,
7 whether asserted, unasserted, known, or unknown. In addition, the Settlement Class and each
8 member of the Settlement Class who has not submitted a valid opt-out forever agrees that, he or
9 she shall not seek nor accept back pay, costs, attorneys' fees, penalties, or compensation for
10 Defendant's alleged failure to comply with any wage payment requirements under federal, state,
11 or local law including the claims described above, and including the claims under Labor Code
12 Sections 201, 201.1, 201.3, 201.5, 201.7, 201.9, 202, 203, 204, 205.5, 206, 210, 218, 218.5,
13 218.6, 219, 224, 226, 226.3, 226.7, 256, 510, 511, 515, 558, 1194, 1194.2 1197, 1197.1, 1198,
14 1199, and 2698-2699, and California Business & Professions Code Section 17200, for any period
15 from January 3, 2013 through July 31, 2016.

16
17 6. There were no objections made to the Settlement, including Class Representative
18 enhancement. It is hereby ordered that a Class Representative Enhancement of \$^{6,000.00}~~15,000.00~~ to
19 Plaintiff, Larry Loffredo, and \$5,000 for class member, Salvador Hernandez, is a fair and
20 reasonable amount. This finding is made after reading all papers including the declarations and
21 supplemental declarations.

22 7. The Court approves attorneys' fees of Two Hundred Ninety-Two Thousand Five
23 Hundred Dollars (\$292,500.00). Therefore, of the total Nine Hundred Seventy-Five Thousand
24 Dollars (\$975,000.00) settlement, the fee of \$292,500.00, or 30% of the total settlement, is
25 approved as fees. The amount of fees is hereby granted pursuant to California law, inter alia,
26 because it falls within the range of reasonableness and the result achieved justifies the award.
27 The Court approves the attorneys' fees request. The Court finds the hourly rates sought by the
28 attorneys are reasonable and fair. Furthermore, the Court finds the percentage of the fund

1 recovery in the amount of 30% is appropriate. As a cross check the lodestar method, a negative
2 multiplier of 0.74 is reasonable and appropriate in this matter. The fees awarded reflect a
3 negative lodestar multiplier of 0.74, which is fair and reasonable.

4 The fees and costs awarded in this Final Order are for (a) all work performed and costs
5 incurred related to the Actions, including, but not limited to, Plaintiff's share of the mediator's
6 fees incurred in connection with the negotiation of the Settlement Agreements; (b) all work
7 performed and costs incurred in connection with approval by the Court of the Class Settlement;
8 and (c) all work and costs incurred in connection with administering the Class Settlement
9 through final distribution of the settlement funds and Judgment.

10 8. As to attorneys' and Administration costs, the Court approves the payment of
11 costs up to the amount of \$80,000.00 for attorney's costs, and CPT Group's administration costs
12 up to \$20,000 in administration costs. The Plaintiff's attorney fee requests, including reasonable
13 future costs in the total amount of \$66,881.53 is hereby awarded. The residue of approved costs
14 of \$80,000 minus actual costs of \$66,881.53 is \$13,118.47, which will be added to the Net
15 Settlement Fund for distribution to the 124 class members in a pro rata basis as set forth in the
16 Settlement Agreement. As set forth herein, CPT Group shall be approved of its costs in the
17 amount of \$9,500.00. Said costs amounts shall be paid out of the total settlement amount as set
18 forth in the settlement agreements and is hereby granted pursuant to California law. The residue
19 of approved Administration costs of \$20,000 minus awarded costs of \$9,500 is \$10,500, which
20 will be added to the Net Settlement Fund for distribution to the 124 class members in a pro rata
21 basis as set forth in the Settlement Agreement.

22 9. The Court approves that \$25,000.00 of the gross settlement amount be allocated
23 to resolve PAGA claims, and that under California Labor Code § 2699(i) \$18,750.00 (75%) will
24 be paid to the California Labor and Welfare Development Agency.

25 There were no objections filed to any term of the settlement. Furthermore, there were no
26 requests for exclusion from the settlement.

27 10. It is hereby ordered that a Judgment be entered which will bar any future actions
28 by Class Members against the Released Parties (as defined in the Settlement Agreement) for any

1 Released Claims (as defined in the Settlement Agreement) from the period of January 3, 2013 up
2 through and including July 31, 2016.

3 11. Without affecting the finality of this matter, this Court shall retain exclusive and
4 continuing jurisdiction over this action and the parties, including all Settlement Class Members,
5 for purposes of supervising, administering, implementing, enforcing, and interpreting the
6 Settlement, and the claims process thereunder and for Entry of Judgment of Dismissal with
7 Prejudice.

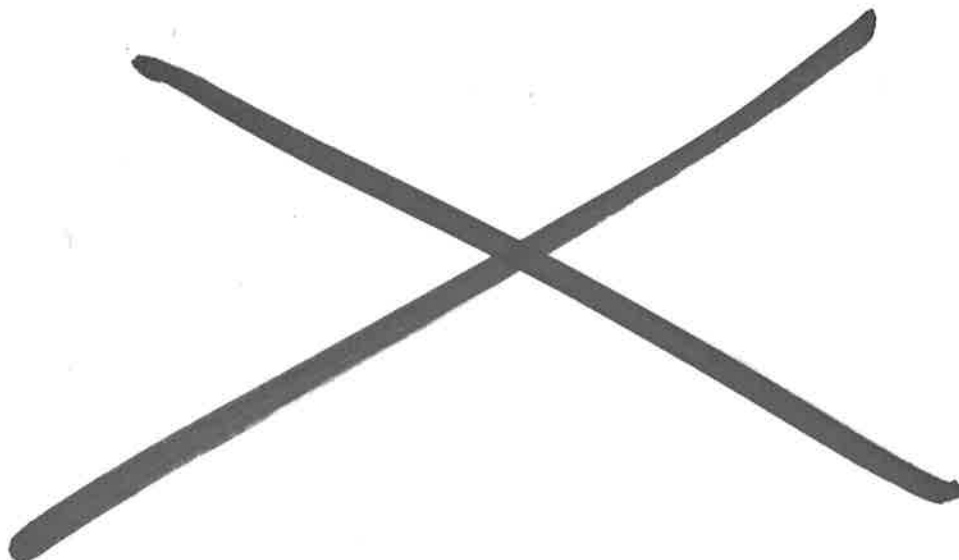
8 12. Pursuant to CRC 3.771(b), Plaintiff's counsel is ordered to post this judgment on
9 counsel's web page for a period of sixty (60) days.

10 13. There being no just reason to delay, the Clerk is directed to enter this Final
11 Judgment forthwith.

12 IT IS SO ORDERED.
13
14
15

16 Dated: MAY 09 2017

17 KENNETH R. FREEMAN
18 Judge of the Superior Court



1 PROOF OF SERVICE

2 STATE OF CALIFORNIA, COUNTY OF SAN BERNARDINO

3 I am employed in the County of San Bernardino, State of California. I am over the age of
4 eighteen (18) and not a party to the within action; my business address is 14758 Pipeline
5 Avenue, Suite E, Second Floor, Chino Hills, CA 91709-6025.

6 On April 20, 2017, I served the foregoing document described as:

7 **[PROPOSED] ORDER AND JUDGMENT RE: PLAINTIFF'S MOTION FOR**
8 **ATTORNEYS' FEES, COSTS AND CLASS REPRESENTATIVE ENHANCEMENT**
9 **AND MOTION FOR CONDITIONAL CERTIFICATION AND FINAL APPROVAL OF**
10 **CLASS ACTION SETTLEMENT**

11 on INTERESTED PARTIES in this action as stated below:

12 Michelle DuCharme, Esq. (ducharmem@gtlaw.com)
13 James Nelson, Esq. (nelsonj@gtlaw.com)
14 GREENBERG TRAUERIG, LLP
15 1201 K Street, Suite 1100
16 Sacramento, CA 95814

17 **XX CASE ANYWHERE:** A true and correct copy of the above document was electronically
18 served on counsel of record by transmission to the Case Anywhere system.

19 Executed on April 20, 2017, at Chino Hills, California.

20 I declare under penalty of perjury under the laws of the State of California that the above
21 is true and correct.

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Lynette Gonzales