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Attorneys for Plaintiffs
Minh Kiet Tran and Eyad Hamadah,
and all other similarly situated employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE

MINH KIET TRAN, individually and on behalf of
all other current and former aggrieved employees,

Plaintiff,

v.

THALES AVIONICS, INC. dba THALES
INFLYT EXPERIENCE, a Delaware corporation,
CONSULTNET, L.L.C., a Utah limited liability
corporation, DOMINIQUE GIANNONI, an
individual, BENJAMIN LEUNG, an individual;
and DOES 1-100,

Defendants.

CASE NO.: 30-2018-00994123-CU-OE-CXC
[Consolidated with Case No. 30-2018-01014075-
CU-OE-CXC for settlement purposes]

[Related with Case No. 30-2018-00971771-CU-
OE-CXC]

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Assigned for all purposes to Hon. Randall J.
Sherman, Dept. CX105

Hearing Date: July 9, 2021
Time: 10:00 a.m.
Dept.: CX105

Action Filed: May 18, 2018.
Trial Date: None Set.

1 3. **Certification Of The Class For Settlement Purposes:** The conditional class
2 certification is hereby made final, and the Court thus certifies, for purposes of the Settlement, a
3 Settlement Class consisting of the following two sub-classes:

4 a. The Contingent Employee Sub-Class, which is represented by Hamadah and
5 includes 284 members, consists of all persons within the State of California
6 employed by Morson and placed to provide services at Thales' Irvine facility
7 during the period of August 23, 2014 through March 4, 2019.

8 b. The Direct Employee Sub-Class, which is represented by Tran and includes
9 71 members, consists of all employees, other than the Director of IVV
10 Department, who were classified as exempt March 14, 2017 to March 4, 2019
11 and directly employed by Thales in the IVV Department in Thales's Irvine,
12 CA facility who did not request exclusion from the Settlement (which two
13 did).

14 There are two Settlement Class members who are part of both sub-classes.

15 4. **Class Certification For Purposes Of Settlement:** With respect to the Settlement
16 Class, this Court finds that: (a) the members of the Settlement Class are so numerous their joinder is
17 impracticable; (b) there are questions of law and fact common to the Settlement Class which
18 predominate over any individual questions; (c) the claims of the Named Plaintiffs are typical of the
19 claims of the Settlement Class; (d) Named Plaintiffs and Class Counsel have fairly and adequately
20 represented and protected the interests of the Settlement Class; and (e) a class action is superior to
21 other available methods for the fair and efficient adjudication of the controversy.

22 5. **Class Representatives:** Named Plaintiffs are hereby confirmed as class
23 representatives.

24 6. **Class Counsel:** Caleb H. Liang and Kevin B. Kelly of LTL Attorneys LLP are hereby
25 confirmed as Class Counsel.

26 7. **Settlement Notice:** The Court is satisfied that ILYM Group, Inc., which functioned
27 as the Settlement Administrator, completed the distribution of Class Notice to the Settlement Class
28 in a manner that comports with California Rule of Court 3.766. The Class Notice informed the

1 Settlement Class members of the Settlement terms, their rights to participate in the Settlement, their
2 right to challenge their estimated settlement payment, their rights to exclude themselves from the
3 Settlement, their rights to comment on or object to the Settlement, and their rights to appear at the
4 Final Approval Hearing and be heard regarding approval of the Settlement. Adequate periods of time
5 to respond to the Class Notice were provided. The notice procedure afforded adequate protections to
6 Settlement Class members and provides the basis for the Court to make an informed decision
7 regarding approval of the Settlement based on the members' responses. The Court determines that
8 the notice provided in this Action was the best notice practicable, which satisfied the requirements of
9 law and due process.

10 8. **No Objections And Only Two Opt-Outs:** The Court finds that no Settlement Class
11 members filed written objections to the Settlement as part of the notice process, and only two of the
12 355 potential Settlement Class members elected to exclude themselves from the class portion of the
13 Settlement; thus, the Court recognizes that the 99.44% participation rate supports final approval. The
14 following Settlement Class members timely and validly submitted requests for exclusion: (a) Ho
15 Xuan Ho; and (b) Minh Ngoc Hon Tran. The two members that excluded themselves will not receive
16 an individual payment from the class portion of the settlement and will not be bound by the release
17 of class claims found in the Settlement Agreement and the judgment. However, in light of the
18 binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Court*
19 (2009) 46 Cal.4th 969, and *Cardenas v. McClane Foodservice, Inc.* (C.D. Cal. Jan 31, 2011) 2011
20 WL 379413 at *3, the two opt outs will nonetheless be bound by the Judgment on the PAGA claim
21 and will receive their proportionate share of the PAGA Amount based on the number of weeks they
22 were employed by Defendants during the PAGA Period.

23 9. **Participating Contingent Employee Sub-Class Members' Released Claims:** In
24 accordance with section VII of the Settlement Agreement, and upon satisfaction of all obligations
25 under the Settlement and the Final Approval Order, Plaintiff Eyad Hamadah and all members of the
26 Contingent Employee Sub-Class, for the Settlement Period of August 23, 2014 through March 4,
27 2019, waive, release, and discharge any and all wage-related claims against the Releasees that were
28 alleged in the Litigation or which could have been alleged in the Litigation based on the facts

1 asserted in the Litigation, including but not limited to: 1) Failure to Pay Regular Wages, and
2 Overtime and Double Time Compensation; 2) Failure to Pay Minimum Wages; 3) Failure to Timely
3 Pay Wages Due At Termination and/or Resignation; 4) Failure to Provide Accurate Itemized
4 Employee Wage Statements; 5) Rest Break Liability under Labor Code § 226. 7; 6) Meal Period
5 Liability under Labor Code§ 226.7; 7) Violation of Labor Code section 2802; 8) Failure to Pay For
6 All Hours Worked; 9) Violation of Business & Professions Code§ 17200, et seq.; 10) Penalties
7 Pursuant to PAGA (Labor Code § 2698, et seq.); and 11) any other applicable provisions of state or
8 federal law, including the applicable IWC wage orders, based on the facts alleged in the Litigation.
9 (S.A. VII.) “Releasees” means Defendants, their respective subsidiaries, affiliates, predecessors or
10 successors in interest, or the officers, directors, shareholders, employees, attorneys, agents, assigns,
11 insurers, re-insurers, of any of them including Dominique Giannoni and Benjamin Leung. (S.A. VII.)

12 10. **Participating Direct Employee Sub-Class Members’ Released Claims:** In
13 accordance with section VII of the Settlement Agreement, and upon satisfaction of all obligations
14 under the Settlement and the Final Approval Order, Plaintiff Minh Kiet Tran and all members of the
15 Direct Employee Sub-Class, except those two potential members that made a valid and timely
16 request to be excluded from the Direct Employee Sub-Class and Resolution (as listed above), for the
17 PAGA Period of March 14, 2017 to March 4, 2019, waive, release, and discharge any and all wage-
18 related claims against the Releasees that were alleged in the Litigation or which could have been
19 alleged in the Litigation based on the facts asserted in the Litigation, including but not limited to: 1)
20 Failure to Pay Regular Wages, and Overtime and Double Time Compensation; 2) Failure to Pay
21 Minimum Wages; 3) Failure to Timely Pay Wages Due At Termination and/or Resignation; 4)
22 Failure to Provide Accurate Itemized Employee Wage Statements; 5) Rest Break Liability under
23 Labor Code § 226.7; 6) Meal Period Liability under Labor Code§ 226.7; 7) Violation of Labor Code
24 section 2802; 8) Failure to Pay For All Hours Worked; 9) Violation of Business & Professions
25 Code§ 17200, et seq.; 10) Penalties Pursuant to PAGA (Labor Code§ 2698, et seq.); and 11) any
26 other applicable provisions of state or federal law, including the applicable IWC wage orders, based
27 on the facts alleged in the Litigation. (S.A. VII.)
28

1 11. **Named Plaintiffs’ Additional General Release:** The Court finds that, pursuant to
2 the Settlement, and in consideration of their enhancement payments, Named Plaintiffs, upon
3 satisfaction of all obligations under the Settlement and this Final Approval Order, make an additional
4 general release of all claims, known or unknown, based on any action taken by Releasees against
5 Named Plaintiffs prior to February 1, 2020. Named Plaintiffs release from all claims, demands,
6 rights, liabilities and causes of action of every nature and description whatsoever, known or
7 unknown, asserted or that might have been asserted prior to February 1, 2020, whether in tort,
8 contract, or for violation of any state or federal statute, rule or regulation arising out of, relating to,
9 or in connection with any act or omission by or on the part of any and all Releasees, excluding any
10 actions taken against Named Plaintiffs after February 1, 2020; this carve out from the general release
11 does not extend to any wage and hour claim for violations of the California Labor Code, the Wage
12 Orders or the FLSA or any claim for unfair competition predicated on alleged wage and hour
13 violation “Wage Claims”; such Wage Claims are released by Named Plaintiffs without limitation
14 and are not subject to the carve out from this general release for claims occurring after February 1,
15 2020. Named Plaintiffs also waive the protections and benefits of California Civil Code section
16 1542.

17 12. **Final Order:** The Court finds that given the absence of objections, and objections
18 being a prerequisite to appeal, this Order shall be considered final for purposes of triggering the
19 payment obligations and releases contained in the Settlement as of the date this Order is entered.

20 13. **Individual Settlement Amounts:** The method for calculating individual settlement
21 amounts shall be that stipulated in the Settlement and approved, whereby each class member
22 receives a share of the net settlement amount for their respective sub-class in proportion to the
23 number of weeks in which they worked during the relevant period. The Court finds the individual
24 settlement payments are fair, reasonable, and adequate, and orders ILYM Group, Inc. to distribute
25 the payments in conformity with the terms of the Settlement.

26 14. **Representative Enhancement Payments:** The \$10,000.00 amount requested by
27 Eyad Hamadah ~~each of Named Plaintiffs~~ and the \$5,000.00 awarded to plaintiff Minh Kiet Tran for
28 the enhancement payments are fair and reasonable given that the amount of time an effort they

1 expended, the benefits conferred on the Settlement Class, and the risks undertaken by them. The
2 Court grants final approval of the enhancement payments to be made in accordance with this Order
3 ~~the Settlement~~.

4 15. **Attorneys' Fees And Litigation Costs:** The \$456,387.60 awarded \$475,000.00
5 ~~amount requested by Named Plaintiffs and Class Counsel~~ for the Class Counsel Fees Payment is fair
6 and reasonable. The \$11,000.00 amount requested by Named Plaintiffs and Class Counsel for
7 reimbursement of the Class Counsel's litigation costs is also fair and reasonable. The Court grants
8 final approval of the Class Counsel attorneys' fees and costs payments to be made in accordance
9 with this Order ~~the Settlement~~.

10 16. **Settlement Administration Expenses:** The \$12,660.65 requested by ILYM Group,
11 Inc., the Settlement Administrator, as Administrative Costs is fair and reasonable. The Court grants
12 final approval of the payment to the Settlement Administrator in this amount in accordance with the
13 Settlement.

14 17. **PAGA Payment:** The Court finds that the payment to the California Labor &
15 Workforce Development Agency ("LWDA") in the amount of \$15,000 for its share of the settlement
16 of Plaintiffs' representative action under the California Labor Code Private Attorneys General Act
17 ("PAGA") is fair, reasonable, and adequate, and orders the Settlement Administrator to distribute
18 this payment to the LWDA in conformity with the terms of the Settlement, and orders the Settlement
19 Administrator to distribute the remaining \$5,000.00 to the Settlement Class members that were
20 employed during the PAGA Period in accordance with the Settlement.

21 18. **Funding Of Settlement And Issuance Of Approved Payments:** The Court orders
22 that Defendants shall deposit the Gross Settlement Amount into an account established by ILYM
23 Group, Inc. within twenty-one calendar days of this Order, as provided for in the Settlement
24 Agreement. The Settlement Administrator shall then, within thirty calendar days of this Order, make
25 the approved payments to: (1) the Settlement Class members for their individual settlement
26 payments and PAGA payments (if applicable); (2) Class Counsel for the approved attorneys' fees
27 and costs; (3) the Settlement Administrator for Administrative Costs; (4) the Named Plaintiffs as
28

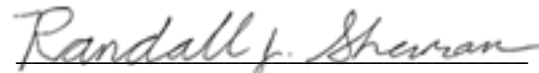
1 their representative enhancement payments; and (5) the LWDA for its \$15,000.00 portion of the
2 \$20,000.00 allocated to the PAGA claim settled herein.

3 19. **Jurisdiction:** This Court has jurisdiction over the subject matter of this litigation and
4 over all Parties to this litigation, including all Settlement Class members. This Court shall maintain
5 continuing jurisdiction for the purpose of construing, enforcing and administering the Settlement
6 Agreement pursuant to Code of Civil Procedure section 664.6 or as otherwise provided under statute.

7 20. **Disbursement Declaration:** Plaintiffs shall file a disbursement declaration on or
8 before March 23 ~~February 4~~, 2022. A ~~Non-Appearence~~ Case Review Hearing regarding the
9 disbursement of Settlement funds is hereby set for April 8, 2022 at 10:00 a.m.

10
11 **IT IS SO ORDERED.**

12
13 DATED: **July 9, 2021**



Honorable Randall J. Sherman
JUDGE OF THE SUPERIOR COURT