

**FILED**  
Superior Court of California  
County of Los Angeles

10/23/2025

David W. Slayton, Executive Officer / Clerk of Court

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15 IMANI R. GOMEZ and  
16 JUAN GUARDADO

17 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**  
18 **COUNTY OF LOS ANGELES, SPRING STREET**

19 MANI R. GOMEZ, individually and on behalf  
20 of others similarly situated, JUAN  
21 GUARDADO, individually and on behalf of  
22 others similarly situated,

23 Plaintiffs,

24 vs.

25 AMERICAN AIR BALANCE CO. INC., a  
26 California corporation; and DOES 1 through  
27 50, inclusive,

28 Defendants.

Case No.: 22STCV33002

*Assigned for All Purposes to: Hon. Theresa  
M. Traber, Department 1*

**CLASS ACTION**

**[PROPOSED] FINAL ORDER AND  
JUDGMENT**

Hearing Date: October 22, 2025  
Hearing Time: 10:30 a.m.  
Department: 1

Complaint Filed: October 7, 2022  
Jury Trial Date: None Set

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1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 The above-referenced Class Action (“Action”) having come before the Court on October  
3 22, 2025, for a hearing and Final Order Approving Class Action Settlement and Judgment (“Final  
4 Order”), consistent with the Court’s Preliminary Approval Order (“Preliminary Approval Order”),  
5 and as set forth in the Joint Stipulation of Class Action Settlement (“Agreement”) and  
6 Amendments thereto, and due and adequate notice having been given to all Class Members as  
7 required in the Preliminary Approval Order, and the Court having considered all papers filed and  
8 proceedings had herein and otherwise being fully informed and good cause appearing therefore, it  
9 is hereby **ORDERED, ADJUDGED AND DECREED AS FOLLOWS:**

10 1. The Court GRANTS Plaintiffs Imani Gomez and Juan Guardado’s (“Plaintiffs”) Motion for Final Approval of Class Action Settlement.

11 2. All terms used herein shall have the same meaning as defined in the Agreement.

12 3. The term “Class” and “Class Members” shall mean the following: “all current and  
13 former hourly-paid, non-exempt employees of Defendant American Air Balance Co. Inc. who  
14 were employed by Defendant American Air Balance Co. Inc. in the State of California at any time  
15 between October 7, 2018 through December 4, 2024.” The term “Participating Class Member”  
16 includes all Class Members who did not submit a timely and valid Request for Exclusion as  
17 provided in the Agreement.

18 4. This Court has jurisdiction over the subject matter of this Action and over all Parties  
19 to this Action, including all Class Members.

20 5. Distribution of the Class Notice directed to the Class Members as set forth in the  
21 Agreement and the other matters set forth therein has been completed in conformity with the  
22 Preliminary Approval Order, including individual notice to all Class Members who could be  
23 identified through reasonable effort, and the best notice practicable under the circumstances. The  
24 Class Notice provided due and adequate notice of the proceedings and of the matters set forth  
25 therein, including the proposed Settlement set forth in the Agreement, to all persons entitled to  
26 such Class Notice, and the Class Notice fully satisfied the requirements of due process. All Class  
27 Members, and all Released Class Claims, are covered by and included within the Settlement and  
28

1 this Final Order.

2 6. The Court hereby finds the Settlement was entered into in good faith pursuant to  
3 and within the meaning of California Code of Civil Procedure section 877.6. The Court further  
4 finds that the Settlement is fair, adequate, and reasonable and that Plaintiffs have satisfied the  
5 standards and applicable requirements for final approval of this class action settlement under  
6 California law, including the provisions of California Code of Civil Procedure section 382 and  
7 Federal Rule of Civil Procedure 23, approved for use by the California state courts in *Vasquez v.*  
8 *Superior Court*, 4 Cal.3d 800, 821 (1971).

9 7. The Court hereby confirms Protection Law Group, LLP as Class Counsel.

10 8. The Court hereby approves the Settlement set forth in the Agreement and  
11 Amendments thereto, and finds that the Settlement is, in all respects, fair, adequate and reasonable,  
12 and directs the Parties to effectuate the Settlement according to its terms. The Court finds that the  
13 Settlement has been reached as a result of intensive, serious and non-collusive arms-length  
14 negotiations. The Court further finds that the Parties have conducted extensive investigation and  
15 research, and counsel for the Parties are able to reasonably evaluate their respective positions. The  
16 Court also finds that Settlement at this time will avoid additional substantial costs, as well as avoid  
17 the delay and risks that would be presented by the further prosecution of the Action. The Court has  
18 reviewed the benefits that are being granted as part of the Settlement and recognizes the significant  
19 value to the Class Members. The Court also finds that the Class is properly certified as a class for  
20 settlement purposes only.

21 9. Upon the complete funding of the Gross Settlement Amount and all applicable  
22 employer-side payroll taxes by Defendant, Plaintiffs and all Participating Class Members, shall  
23 fully release and discharge Defendant American Air Balance Co. Inc., and its past, present and  
24 future, officers, directors, members, managers, agents, representatives, attorneys, insurers,  
25 partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates,  
26 divisions, predecessors, successors, assigns, and joint venturers (“Released Parties”) from any and  
27 all claims, rights, demands, liabilities and causes of actions that are alleged, or reasonably could  
28 have been alleged, based on the facts alleged in the operative complaint in the Action, including

1 factual claims regarding Defendant’s alleged: (i) failure to provide meal periods or compensation  
2 in lieu thereof; (ii) failure to pay minimum wages; (iii) failure to provide complete, accurate wage  
3 statements; (iv) failure to pay wages timely at time of termination or resignation; and (v) unfair  
4 business practices (“Released Class Claims”). This release shall apply to claims arising during the  
5 Class Period.

6 10. Additionally, upon the complete funding of the Gross Settlement Amount,  
7 Plaintiffs Imani Gomez and Juan Guardado—on behalf of themselves only—shall fully release the  
8 Released Parties from any and all Released Class Claims and also generally release and discharge  
9 the Released Parties from any and all claims, demands, obligations, causes of action, rights, or  
10 liabilities of any kind which have been or could have been asserted against the Released Parties  
11 arising out of or relating to their employment by Defendant or termination thereof, including but  
12 not limited to claims for wages, restitution, penalties, retaliation, defamation, discrimination,  
13 harassment or wrongful termination of employment. This release specifically includes any and all  
14 claims, demands, obligations and/or causes of action for damages, restitution, penalties, interest,  
15 and attorneys’ fees and costs (except provided by the Settlement Agreement) relating to or in any  
16 way connected with the matters referred to in the Settlement Agreement, whether or not known or  
17 suspected to exist, and whether or not specifically or particularly described in the Settlement  
18 Agreement. Specifically, Plaintiffs Imani Gomez and Juan Guardado, waive all rights and benefits  
19 afforded by California Civil Code Section 1542, which provides:

20 A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE  
21 CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO  
22 EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE  
23 RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE  
24 MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR  
25 OR RELEASED PARTY.

26 This release specifically excludes claims for unemployment insurance, disability, social  
27 security, and workers compensation (with the exception of claims arising pursuant to California  
28 Labor Code Section 132(a) and 4553).

1 11. No Class Member, requested to be excluded from the terms of the Settlement. The  
2 last date to timely submit a request for exclusion was July 21, 2025. Accordingly, all 84  
3 Participating Class Members are included and bound by this Order and Judgment..

4 12. The Court also hereby finds that there were no written objections to the Settlement.  
5 The last day to submit a written objection to the settlement was July 21, 2025. The Court also notes  
6 there were no objections made at the hearing on Final Approval of the Settlement.

7 13. Pursuant to the terms of the Agreement, and the authorities, evidence and argument  
8 submitted by Class Counsel, the Court hereby awards Class Counsel attorneys' fees in the amount  
9 of \$101,666.66 (1/3 of the Gross Settlement Amount) and litigation costs in the amount of  
10 \$12,888.99 from the Gross Settlement Amount as final payment for and complete satisfaction of  
11 any and all attorneys' fees and costs incurred by and/or owed to Class Counsel and any other  
12 person or entity related to the Action. The Court further orders that the award of attorneys' fees  
13 and costs set forth in this Paragraph shall be administered pursuant to the terms of the Agreement.

14 14. The Court hereby approves and orders a Class Representative Incentive Payment  
15 of \$7,500.00 to Plaintiff Imani Gomez from the Gross Settlement Amount in accordance with the  
16 terms of the Settlement Agreement.

17 15. The Court hereby approves and orders a Class Representative Incentive Payment  
18 of \$7,500.00 to Plaintiff Juan Guardado from the Gross Settlement Amount in accordance with the  
19 terms of the Settlement Agreement.

20 16. The Court also hereby approves and orders payment from the Gross Settlement  
21 Amount for actual settlement administration expenses incurred by the Settlement Administrator,  
22 Apex Class Action, LLC, in the amount of \$4,990.00 as set forth Settlement Agreement.

23 17. After the above amounts are deducted from the Gross Settlement Amount of  
24 \$305,000.00, 84 Class Members will share in a Net Settlement Amount of approximately  
25 \$170,454.35.

26 18. The Court hereby approves and orders payment of individual settlement payments  
27 from the Net Settlement Amount to the Participating Class Members as set forth in the Agreement.  
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1           19.     The Court finds the settlement payments provided for under the Agreement to be  
2 fair and reasonable in light of all of the circumstances. Pursuant to the terms of the Settlement  
3 Agreement, the Court orders Defendant to fund the Gross Settlement Amount in the amount of  
4 \$305,000.00 within thirty (30) days of the Effective Date. Within fourteen (14) days thereafter, the  
5 Settlement Administrator shall distribute the payments approved by the Court including payments  
6 for the Class Members individual settlement payments, Class Representative Incentive Payment  
7 for Plaintiff Imani Gomez, Class Representative Incentive Payment for Plaintiff Juan Guardado,  
8 Class Counsel's attorney fees and costs, and the Settlement Administrator's fees and expenses.

9           20.     The Court also hereby approves and orders that any checks distributed from the  
10 Gross Settlement Amount yet remaining uncashed after one hundred and eighty (180) calendar  
11 days after being issued shall be void. All uncashed settlement checks shall be transferred to the  
12 California State Controller's Office and held in trust for such Class Members pursuant to  
13 California Unclaimed Property Law, Civil Code Section 1500 *et seq.*

14           21.     Provided the Settlement becomes effective under the terms of the Agreement, the  
15 Court also hereby orders that the deadline for mailing the Court-approved individual settlement  
16 payments, attorneys' fees and costs, and enhancement payments is as set forth in the Agreement.

17           22.     Neither the Settlement nor any of the terms set forth in the Agreement is an  
18 admission by Defendant, or any of the other Released Parties, nor is this Final Order a finding of  
19 the validity of any claims in the Action or of any wrongdoing by Defendant, or any of the other  
20 Released Parties. Neither this Final Order, the Agreement, nor any document referred to herein,  
21 nor any action taken to carry out the Agreement is, may be construed as, or may be used as, an  
22 admission by or against Defendant, or any of the other Released Parties, of any fault, wrongdoing  
23 or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations  
24 or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of,  
25 an admission or concession with regard to the denials or defenses by Defendant, or any of the other  
26 Released Parties, and shall not be offered in evidence in any action or proceeding in any court,  
27 administrative agency or other tribunal for any purpose whatsoever other than to enforce the  
28 provisions of this Final Order, the Agreement, the Released Claims, or any related agreement or

1 release. Notwithstanding these restrictions, any of the Released Parties may file in the Action, or  
2 submit in any other proceeding, the Final Order, the Agreement, and any other papers and records  
3 on file in the Action as evidence of the Settlement to support a defense of *res judicata*, *collateral*  
4 *estoppel*, or other theory of claim or issue preclusion or similar defense as to the Released Claims.

5 23. Without affecting the finality of this Judgment, the Court shall retain continuing  
6 jurisdiction over this action and the parties, including all Class Members, and over all matters  
7 pertaining to the implementation and enforcement of the terms of the Agreement pursuant to  
8 California Rule of Court 3.769(h) and California Code of Civil Procedure section 664.6. Except  
9 as provided to the contrary herein, any disputes or controversies arising with or with respect to the  
10 interpretation, enforcement, or implementation of the Agreement shall be presented to the Court  
11 for resolution

A non-appearance case review regarding Final Report on

12 24. ~~A Final Report Hearing for a final accounting~~ regarding the status of settlement  
13 administration is set for 8/3/2026, at 4:00 ~~a.m.~~/p.m. in Department 1. Class  
14 Counsel shall submit a final report on the disbursement of the settlement payments on or  
15 before 7/27/26.

16 **IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.**

17 DATED: 10/23/2025

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19 \_\_\_\_\_  
20 HON. THERESA M. TRABER  
21 JUDGE OF THE SUPERIOR COURT  
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