

**SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES**

**Civil Division**

Central District, Spring Street Courthouse, Department 1

**22STCV33002**

**IMANI R. GOMEZ, , et al. vs AMERICAN AIR BALANCE  
CO. INC.**

October 22, 2025

10:30 AM

Judge: Honorable Theresa M. Traber  
Judicial Assistant: R. Lindsey  
Courtroom Assistant: F. Sims

CSR: None  
ERM: None  
Deputy Sheriff: None

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**APPEARANCES:**

For Plaintiff(s): Arnel Ordinario Tan via LACC

For Defendant(s): Kieran D. Hartley via LACC

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**NATURE OF PROCEEDINGS:** Hearing on Motion for Final Approval of Class Action Settlement

The matter is called for hearing.

There are no objectors present.

Both sides submit.

The Court adopts its tentative ruling as final ruling of the court.

The Motion for Final Approval of Class Action Settlement filed by Juan Guardado, Imani R. Gomez on 09/30/2025 is Granted.

The Court hereby awards/approves the following:

(1) **\$101,666.67** (33.33%) for attorney fees to Class Counsel, Protection Law Group, LLP; (2) **\$12,888.99** for litigation costs to Class Counsel; (3) an enhancement payment of **\$15,000 (\$7,500 x 2)** to Plaintiffs Imani Gomez and Juan Guardado; and (4) **\$4,990** for settlement administration costs to Apex Class Action, LLC.

The Court orders class counsel to file a final report summarizing all distributions made pursuant to the approved settlement, supported by declaration. The Court will set a non-appearance date for submission of a final report for 08/03/2026, with the final report due to be filed at least five court days before.

**BACKGROUND**

This is a wage and hour class action. Defendant American Air Balance Co. Inc.

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(“Defendant”) provides testing, adjusting, and balancing services for HVAC systems and subsystems. Defendant employed Plaintiff Imani Gomez (Plaintiff Gomez) as an Air Balance Technician from approximately September 2017 until November 2020. Defendant also employed Plaintiff Juan Guardado (Plaintiff Guardado) as an Air Balance Technician from approximately May 2017 until December 2020.

On October 7, 2022, Plaintiffs filed a filed a Class Action Complaint against Defendant alleging the following nine (9) causes of action: (1) Unpaid Overtime; (2) Unpaid Meal Period Premiums; (3) Unpaid Rest Period Premiums; (4) Unpaid Minimum Wages; (5) Final Wages Not Timely Paid; (6) Wages Not Timely Paid During Employment; (7) Non-Compliant Wage Statements; (8) Failure to Reimburse Business Expenses; and (9) Violation of California Business & Professions Code § 17200, et seq.

In January 2023, Defendant notified Plaintiffs that it believed the Plaintiffs’ claims were subject to a Motion to Compel Arbitration based on a collective bargaining agreement in effect during Plaintiffs’ employment. Defendant’s Counsel sent Plaintiffs’ Counsel both an executed Agreement that covered claims arising between July 1, 2021 to June 30, 2024, after the end of Plaintiffs’ employment, and an unexecuted agreement covering claims between July 1, 2015, through June 30, 2020.

Shortly thereafter, Defendant scheduled a hearing on its Motion to Compel Arbitration for March 27, 2023. After extensive efforts by the Parties to meet and confer, Plaintiffs agreed to dismiss their First, Third, Sixth, and Eighth causes of action without prejudice, and Defendant agreed to take its Motion to Compel Arbitration off calendar. Thereafter, Defendant filed an Answer on April 26, 2023.

After Defendant’s Motion to Compel Arbitration was taken off calendar, on April 21, 2023, the Parties signed a stipulation staying this matter and agreed to attend mediation with the Hon. Daniel J. Buckley on August 30, 2023. As part of the agreement, Defendant stipulated that it would not obtain arbitration agreements from the putative class members during the pendency of mediation. The matter was then stayed for several months.

However, before the mediation with Judge Buckley, on June 15, 2023, Defendant’s Counsel contacted Plaintiffs’ Counsel regarding a Memorandum of Understanding (“MOU”) that had been entered into between SMART and SMACNA on April 20, 2023, purporting to apply to “any representative PAGA claims and class action claims that arise or are pending during the term of the parties’ Collective Bargaining Agreement dated July 1, 2015 to June 30, 2020, and

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the Successor Collective Bargaining Agreement effective July 1, 2020 through June 30, 2021, and the Collective Bargaining Agreement dated July 1, 2021, to June 30, 2024, regardless of when any such claims were filed with any court or administrative agency.”

Defendant’s Counsel cancelled mediation with Judge Buckley and on October 4, 2023, filed a Motion to Compel Arbitration claiming that the MOU detailed the Parties’ agreement to resolve employee disputes concerning violations of or arising under: (1) Wage Order No. 16; (2) California Labor Code sections identified in Labor Code section 2699.5; (3) the Fair Labor Standards Act; (4) all derivative claims under California Bus. & Prof. Code section 17200, et seq. (“Statutory Violations”); and (5) associated penalties not otherwise covered by the Agreement, exclusively though the grievance and arbitration procedure contained in the MOU.

On December 13, 2023, the Court denied Defendant’s Motion to Compel Arbitration.

Shortly thereafter, on March 26, 2024, the Parties agreed to stay formal discovery, and attend private mediation with Monique Ngo-Bonnici, Esq. on October 4, 2024, which led to this settlement. A full executed copy of the resulting Settlement Agreement is attached as Exhibit 1 to the Declaration of Heather Davis (Davis Decl.) ISO Prelim.

On April 28, 2025, the Court continued Preliminary Approval for Counsel to address deficiencies with the Settlement. On May 7, 2025, Counsel filed a fully executed copy of the Amended Settlement Agreement, attached to the Supplemental Declaration of Heather Davis ISO Prelim.

The Court granted Preliminary Approval on May 13, 2025.

Notice was given to the Class Members as ordered (see Declaration of Karla Nava (“Nava Decl.”).) Now before the Court is the Motion for Final Approval of the proposed class action settlement.

**SETTLEMENT CLASS DEFINITION**

“Class” or “Class Members” means all current and former hourly-paid, non-exempt employees of Defendant who were employed by Defendant in the State of California at any time during the Class Period. (Settlement Agreement, ¶6.)

· “Class Period” means the period from October 7, 2018 through December 4, 2024.  
(¶7.)

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- The parties stipulate to class certification for settlement purposes only. (¶75.)

**TERMS OF SETTLEMENT AGREEMENT**

The essential terms are as follows:

- The Gross Settlement Amount (GSA) is **\$305,000**, non-reversionary. (¶14.)
  - o Potential Increase to the Gross Settlement Amount: Defendant has represented there are approximately 12,011 Workweeks between October 7, 2018, and October 4, 2024. Should the actual number of Workweeks in the Class Period increase by more than ten percent (10%) (i.e. increase by more than 1,201 Workweeks), Defendant shall increase the Gross Settlement Amount by the percentage increase in the number of Workweeks worked by the class members above 10%, or 13,212 total Workweeks. For example, if the number of workweeks increases by 11% to 13,332, the Gross Settlement Amount will increase by 1%. (¶32)
  - o The total number of workweeks worked by Participating Class Members during the Class Period is 12,477. (Nava Decl., ¶15.) Therefore, the escalator was not triggered.
- The Net Settlement Amount (Net) (**\$163,343.33**) is the GSA minus the following:
  - o Up to **\$101,666.67** (33.33%) for attorney fees (¶35.);
  - o Up to **\$20,000** for litigation costs (*Ibid.*);
  - o Up to **\$15,000 (\$7,500 x 2)** for Class Representative Enhancement Payments to the Named Plaintiffs (¶36.); and
  - o Up to **\$4,990** for settlement administration costs (¶37.)
- Defendant will pay their share of taxes in addition to the GSA. (¶31.)
- No claim form is required. (Notice, pg. 3)

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· Funding of Settlement: Within thirty (30) calendar days of the Effective Date of the Settlement, Defendant will fund and deposit the Gross Settlement Amount in the amount of Three Hundred Five Thousand Dollars and Zero Cents (\$305,000.00) and all applicable employer-side payroll taxes into a Qualified Settlement Fund (“QSF”) to be established by the Settlement Administrator. (¶33.)

· Individual Settlement Payment Calculation: The Settlement Administrator will calculate the total Workweeks for all Participating Class Members by adding the number of Workweeks worked by each Participating Class Member during the Class Period. The respective Workweeks for each Participating Class Member will be divided by the total Workweeks for all Participating Class Members, resulting in the Payment Ratio for each Participating Class Member. Each Participating Class Member’s Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Participating Class Member’s estimated share of the Net Settlement Amount. (¶39.a.)

o Tax Allocation: 20% wage claims; 40% interest and 40% penalties. (¶39.b.)

· Response Deadline: “Response Deadline” means the date sixty (60) days after the Settlement Administrator mails Notice to Class Members and the last date on which Class Members may submit Requests for Exclusion, written objections to the Settlement, or Workweek Disputes. In the event the 60th day falls on a Sunday or Federal holiday, the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline for Requests for Exclusion, written objections, or workweek disputes will be extended fifteen (15) calendar days for any Class Member who is re-mailed a Notice by the Settlement Administrator, unless the 15th day falls on a Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defendant. Under no circumstances, however, will the Settlement Administrator have the authority to unilaterally extend the Response Deadline. (¶26.)

o If more than ten percent (10%) of the Class Members (rounded to the next whole number) elect not to participate in the Settlement, Defendant may, at its election, rescind the Settlement Agreement and all actions taken in furtherance of it will be thereby null and void. (¶49.)

· Uncashed Settlement Checks: Any checks issued by the Settlement Administrator to Participating Class Members will be negotiable for at least one hundred eighty (180) calendar

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days. If a Participating Class Member does not cash his or her Settlement Check within 180 days, the uncashed funds, subject to Court approval, shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code §1500, et. seq. for the benefit of those Participating Class Members who did not cash their checks until such time that they claim their property. The Parties agree that this disposition results in no “unpaid residue” under California Civil Procedure Code § 384, as the entire Net Settlement Amount will be paid out to Participating Class Members, whether or not they all cash their Settlement Checks. Therefore, Defendant will not be required to pay any interest on such amounts. The Individual Settlement Payments provided to Participating Class Members shall prominently state the expiration date or a statement that the Settlement Check will expire in one hundred eighty (180) days, or alternatively, such a statement may be made in a letter accompanying the Individual Settlement Payment. Expired Individual Settlement Payments will not be reissued, except for good cause and as mutually agreed by the Parties in writing. The parties agree no unclaimed funds will result from the settlement. (¶53.)

- The settlement administrator will be Apex Class Action, LLC. (¶28.)
- Notice of Final Judgment will be posted on the Settlement Administrator’s website. (Notice, pg. 5.)

**Scope of the release**

Release by Participating Class Members: Upon the complete funding of the Gross Settlement Amount and all applicable employer-side payroll taxes by Defendant, Participating Class Members shall fully release and discharge the Released Parties from the Released Class Claims that arose during the Class Period. This release shall be binding on all Participating Class Members. (¶58.)

- “Released Class Claims” means all claims, rights, demands, liabilities and causes of actions that are alleged, or reasonably could have been alleged, based on the facts alleged in the operative complaint in the Action, including factual claims regarding Defendant’s alleged: (i) failure to provide meal periods or compensation in lieu thereof; (ii) failure to pay minimum wages; (iii) failure to provide complete, accurate wage statements; (iv) failure to pay wages timely at time of termination or resignation; and (v) unfair business practices. This release shall apply to claims arising during the Class Period. (¶23.)

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· “Released Parties” means Defendant American Air Balance Co. Inc. and past, present and future, officers, directors, members, managers, agents, representatives, attorneys, insurers, partners, investors, shareholders, administrators, parent companies, subsidiaries, affiliates, divisions, predecessors, successors, assigns, and joint venturers. (¶24.)

· Named Plaintiff will also provide a general release and CC § 1542 waiver. (¶59.)

**ANALYSIS OF SETTLEMENT AGREEMENT**

**A. Does a presumption of fairness exist?**

The Court preliminarily found in its Order of May 13, 2025 that the presumption of fairness should be applied. No facts have come to the Court’s attention that would alter that preliminary conclusion. Accordingly, the settlement is entitled to a presumption of fairness as set forth in the preliminary approval order.

**B. Is the settlement fair, adequate, and reasonable?**

The settlement was preliminarily found to be fair, adequate and reasonable. Notice has now been given to the Class.

**Reaction of the class members to the proposed settlement.**

Number of class members: 84 (Nava Decl. ¶5.)

Number of notice packets mailed: 84 (*Id.* at ¶7.)

Number of undeliverable notices: 0 (*Id.* at ¶10.)

Number of opt-outs: 0 (*Id.* at ¶11.)

Number of objections: 0 (*Id.* at ¶12.)

Number of participating class members: 84 (*Id.* at ¶14.)

Average individual payment: \$2,029.22 (*Id.* at ¶16.)

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Highest individual payment: \$4,391.19 (*Ibid.*)

The Court finds that the notice was given as directed and conforms to due process requirements. Given the reactions of the Class Members to the proposed settlement and for the reasons set forth in the Preliminary Approval order, the settlement is found to be fair, adequate, and reasonable.

**C. Attorney Fees and Costs**

Class Counsel requests an award of **\$101,666.67** (33.33%) in fees and **\$12,888.99** in costs. (MFA at 1:3-11.) The Settlement Agreement provides for up to \$101,666.67 (33.33%) of the settlement amount in fees and \$20,000 in costs (¶35).

“Courts recognize two methods for calculating attorney fees in civil class actions: the lodestar/multiplier method and the percentage of recovery method.” (*Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 254.) Here, class counsel request attorney fees using the percentage method, as crosschecked by lodestar. (MFA at pp. 9-15.)

In common fund cases, the Court may employ a percentage of the benefit method, as cross-checked against the lodestar. (*Laffitte v. Robert Half Int’l, Inc.* (2016) 1 Cal.5th 480, 503.) The fee request represents approximately one-third of the gross settlement amount, which is the average generally awarded in class actions. (See *In re Consumer Privacy Cases* (2009) 175 Cal.App.4th 545, 558, fn. 13 [“Empirical studies show that, regardless whether the percentage method or the lodestar method is used, fee awards in class actions average around one-third of the recovery.”].)

Class Counsel has provided information, summarized below, from which the lodestar may be calculated:

<b>Attorney</b>	<b>Rate</b>	<b>Hours</b>	<b>Totals</b>
Protection Law Group	\$650 (blended)	227.1	\$147,615
<b>Totals</b>		<b>227.1</b>	<b>\$147,615</b>

(Decl. of Heather Davis ISO Final ¶57, Ex. 3.)

Counsel’s percentage-based fee request is lower than the unadjusted lodestar and would represent application of a negative multiplier.

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Here, the **\$101,666.67** (33.33%) fee request represents a reasonable percentage of the total funds paid by Defendant. Notice of the fee request was provided to class members in the Notice and no one objected. (Nava Decl. ¶12, Exhibit A thereto.)

As for costs, Class Counsel is requesting a cost amount of **\$12,888.99**. This is less than the \$20,000 cap estimated at preliminary approval, which was disclosed to Class Members and not objected to. (Nava Decl. ¶12, Exhibit A thereto.) Costs include, but are not limited to: Mediation (\$8,950), Filing Fees (\$2,070.14), and Case Anywhere Fees (\$1,444.20). (Davis Decl. ISO Final ¶60, Ex. 4.) The costs appear to be reasonable in amount and reasonably necessary to this litigation.

Based on the above, the recommendation is to award **\$101,666.67** (33.33%) in fees and **\$12,888.99** in costs.

**D. Incentive Award**

The class representatives, Imani Gomez and Juan Guardado, seek an enhancement payment of **\$15,000 (\$7,500 x 2)** for their contributions to the action. (MFA at 1:3-11.)

In connection with the final fairness hearing, named Plaintiffs must submit declarations attesting to why they should be entitled to an enhancement award in the proposed amount. The named Plaintiffs must explain why they “should be compensated for the expense or risk he has incurred in conferring a benefit on other members of the class.” (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with “nothing more than *pro forma* claims as to ‘countless’ hours expended, ‘potential stigma’ and ‘potential risk.’ Significantly more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiffs, is required in order for the trial court to conclude that an enhancement was ‘necessary to induce [the named plaintiff] to participate in the suit . . . .’” (*Id.* at 806-807, italics and ellipsis in original.)

Plaintiffs represent that their contributions to this litigation include engaging in communications with their attorneys, providing documents to their attorneys to review, helping prepare their attorneys for the mediation, and reviewing the settlement. (Declaration of Imani Gomez, ¶¶5-11; and Declaration of Juan Guardado ¶¶5-11.)

Based on the above, as well as the benefits obtained on behalf of the class, the

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recommendation is to grant the enhancement payment in the amount of **\$15,000 (\$7,500 x 2)** to Plaintiffs.

**E. Settlement Administration Costs**

The settlement administrator, Apex Class Action, LLC is requesting **\$4,990** for the costs of settlement administration. (Nava Decl. ¶17.) This equals the cost of \$4,990 provided for in the Settlement Agreement (¶37) and disclosed to class members in the Notice, to which there were no objections. (Nava Decl. ¶12, Exhibit A thereto.) Based on the above, the recommendation is to award costs in the requested amount of **\$4,990**.

Non-Appearance Case Review Re: Final Report is scheduled for 08/03/2026 at 04:00 PM in Department 1 at Spring Street Courthouse.

Notice waived.