Kane Moon (SBN 249834)
Allen Feghali (SBN 301080)
S. Phillip Song (SBN 326572)
Stanley J. Park (SBN 334747)
MOON LAW GROUP, P.C.
725 South Figueroa Street, 31st Floor
Los Angeles, California 90017
Telephone: (213) 232-3128
Facsimile: (213) 232-3125
Email: kmoon@moonlawgroup.com
Email: afeghali@moonlawgroup.com
Email: psong@moonlawgroup.com
Email: spark@moonlawgroup.com

Attorneys for Plaintiffs Marlin Osorio, Sue Ling Manjarrez, and Susana Catalina Hernandez

[Additional Counsel on Following Page]

FILED
Superior Court of California
County of Los Angeles
10/27/2026
David W. Slayton, Executive Officer / Clerk of Court
By: E. Muñoz Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

MARLIN OSORIO, SUE LING MANJARREZ, SUSANA CATALINA HERNANDEZ, individually, and on behalf of all others similarly situated \,

Plaintiff,

vs.

AIRPORT TERMINAL MANAGEMENT, INC., a California corporation; and DOES 1 through 10, inclusive,

Defendants.

Case No.: 24STCV26945
Related Case No.: 24STCV27765

[~~PROPOSE~~D] ORDER GRANTING FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

[*Filed with Plaintiffs' Notice of Motion and Motion for Final Approval, the Declaration of Kane Moon, the Declaration of Ramin Younessi, the Declaration of Plaintiff Osorio, the Declaration of Plaintiff Manjarrez, the Declaration of Plaintiff Hernandez, the Declaration of Madely Nava, and [Proposed] Judgment*]

FINAL APPROVAL HEARING
Date: October 26, 2026
Time: 10:00 a.m.
Dept: 10
Judge: Hon. William F. Highberger

Complaint Filed: October 15, 2024
Trial Date: Not Set

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Ramin R. Younessi, Esq. (SBN 175020)
ryounessi@younessilaw.com
Samantha L. Ortiz, Esq. (SBN 312503)
sortiz@younessilaw.com
Neda Tahoor, Esq. (SBN 358772)
ntahoor@younessilaw.com
LAW OFFICES OF RAMIN R. YOUNESSI
A PROFESSIONAL LAW CORPORATION
3435 Wilshire Boulevard, Suite 2200
Los Angeles, California 90010
Telephone: (213) 480-6200
Facsimile: (213) 480-6201

Attorneys for Plaintiff *Susana Catalina Hernandez*

[~~PROPOSED~~] FINAL APPROVAL ORDER

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

On May 22, 2026, the Court entered an Order which granted Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement, granted conditional class certification, approved the format of the Class Notice, and set a Final Approval Hearing (the "Preliminary Approval Order"), thereby preliminarily approving a settlement of the above-entitled action (the "Action") that was reached between Plaintiffs Marlin Osorio, Sue Ling Manjarrez, and Susana Catalina Hernandez (collectively, "Plaintiffs") and Defendant Airport Terminal Management, Inc. ("Defendant") (together with Plaintiffs, the "Parties"), in accordance with the Parties' Class Action and PAGA Settlement Agreement and Class Notice (the "Settlement"). The Settlement is attached as **Exhibit 1** to the Declaration of Kane Moon in Support of Motion for Final Approval of Class Action and PAGA Settlement.

The Court now has before it Plaintiffs' Motion for Final Approval of Class Action and PAGA Settlement, including a motion for payment of the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, Administration Expenses Payment, and PAGA Penalties, and whether the Settlement should be finally approved as fair, reasonable, and adequate as to Class Members (collectively "Motion for Final Approval"), as well as a [Proposed] Final Approval Order.

Due and adequate notice having been given to Class Members, and the Court having reviewed the Settlement and duly considered Plaintiffs' Motion for Final Approval, the supporting declarations and exhibits thereto, all other papers filed and proceedings had herein, the record in this Action, and any oral argument, and good cause appearing,

THE COURT HEREBY ORDERS AND DECREES AS FOLLOWS:

1. The Court, for purposes of this Final Approval Order, refers to all terms and definitions as set forth in the Settlement.

2. Plaintiffs' Motion for Final Approval came before Department 10 of this Court, the Honorable William F. Highberger presiding, on October 26, 2026.

3. The Court finds that the Settlement was made and entered into in good faith, the terms

of which are fair, reasonable, and adequate; was reached following meaningful discovery and investigation conducted by Plaintiffs and their counsel of record ("Class Counsel"); is the result of serious, informed, adversarial, and arms-length negotiations between the Parties; and therefore, meets the requirements for final approval. In so finding, the Court has considered all the evidence presented, including evidence regarding the strength of Plaintiffs' claims; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the settlement amount offered; the extent of investigation and discovery completed; and the experience and views of Class Counsel. The Court has further considered the absence of any objections and disputes, and the one opt-out from the Settlement. Accordingly, the Court hereby **GRANTS** Plaintiffs' Motion for Final Approval and **ORDERS** Judgment to be entered in accordance with the terms herein.

4. The Court certifies, for settlement purposes only, the following class ("Class Members"): all individuals who worked for Defendant as hourly and/or non-exempt employees in California at any time from June 3, 2021 to December 8, 2025. (Settlement, ¶¶ 1.5, 1.12.)

5. The release of the Released PAGA Claims shall bind the following individuals ("Aggrieved Employees"): all persons who worked for Defendant as an hourly, non-exempt employee at any time from October 12, 2023, to December 8, 2025. (*Id.* at ¶¶ 1.4, 1.31.)

6. Notwithstanding the submission of a timely Request for Exclusion, Aggrieved Employees are still bound by the settlement and release of the PAGA claims or remedies under the Judgment pursuant to *Arias v. Superior Court* (2009) 46 Cal. 4th 969, as requests to be excluded from the Settlement do not apply to the PAGA claims.

7. The Court finds that Plaintiffs have exhausted all administrative remedies required to bring the PAGA claims asserted in this Action and is authorized to act as private attorneys general with respect to the PAGA claims being released under the Settlement. The Court further finds that pursuant to California Labor Code section 2699(*l*)(2), the California Labor and Workforce Development Agency ("LWDA") was given timely notice of the Settlement, has not objected, and is therefore bound by this Final Approval Order.

8. The deadline to submit a Request for Exclusion or to submit written Objections to the Settlement was August 21, 2026.

9. One Request for Exclusion was received from Vierra Koko. Accordingly, this individual is excluded from the Class, and 2,442 Participating Class Members remain in the Class and are bound by this Final Approval Order and the accompanying Judgment.

10. The Court finds that a full opportunity has been afforded to Class Members to object to the Settlement and participate in the Final Approval Hearing. All Class Members had an opportunity to object to the Settlement. No written Objections or Disputes were received, and no Class Members appeared at the Final Approval Hearing to present any Objections and Disputes.

11. The Class Notice, which was attached as Exhibit A to the Settlement and provided to the Class pursuant to the plan for distribution described under the Settlement, conformed with the requirements of rules 3.766 and 3.769 of the California Rules of Court, and constituted the best notice practicable under the circumstances, by providing individual and adequate notice of the proceedings and of the matters set forth therein to Class Members. The Class Notice fully satisfied the requirements of due process and provided the Class Members with adequate instructions and a variety of means to obtain additional information.

12. Upon Final Approval of this Settlement, Plaintiffs, Class Members, and Aggrieved Employees will release claims against all Released Parties as follows: (*Id.* at ¶ 5.)

a. "Released Parties" means: Defendant, and each of its past, present and future subsidiaries, parents, affiliated and related companies, divisions, successors, predecessors or assigns; and their past, present, and future officers, directors, shareholders, partners, agents, insurers, employees, advisors, accountants, representatives, trustees, heirs, executors, administrators, predecessors, successors or assigns. (*Id.* at ¶ 1.41.)

b. Plaintiffs' Release. Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences that occurred during the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or

reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiffs' PAGA Notices, or ascertained during the Action and released under 5.2 of the Settlement ("Plaintiffs' Release"). (*Id.* at ¶ 5.1.) Plaintiffs' Release does not extend to any claims or actions to enforce the Settlement; any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time; or any claims based on occurrences outside the Class Period. (*Id*.) Plaintiffs acknowledge that Plaintiffs may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them. (*Id*.)

1) Plaintiffs' Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs' Release, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or Released Party. (*Id.* at ¶ 5.1.1.)

c. Release by Participating Class Members: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint and ascertained in the course of the Action for the Class Period. (*Id.* at ¶ 5.2.) Except as set forth in Section 5.3 of the Settlement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair

Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period. (*Id*.)

d. Release by Aggrieved Employees: All Aggrieved Employees – including Non-Participating Class Members who are Aggrieved Employees – are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, the PAGA Notices, and ascertained in the course of the Action for the PAGA Period. (*Id.* at ¶ 5.3.)

13. The Parties shall bear their own respective attorneys' fees and costs, except as otherwise provided for in the Settlement and approved by the Court.

14. The Court finds that the Gross Settlement Amount, the Net Settlement Amount, and the methodology used to calculate Individual Class Payments and Individual PAGA Payments to Participating Class Members and Aggrieved Employees, respectively, are fair and reasonable. Thus, the Court authorizes the Administrator to calculate and pay individual settlement shares in accordance with the terms of the Settlement.

15. Defendant shall fully fund the Gross Settlement Amount (**$1,500,000.00)**, fifteen (15) days after the Effective Date of the Settlement, or eighteen (18) months from September 9, 2025 (i.e., March 9, 2027), whichever is later.

16. No later than 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for Individual Class Payments, Individual PAGA Payments, LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, and Administration Expenses Payment.

17. A total amount of $100,000.00 shall be allocated as the "PAGA Penalties," payable from the Gross Settlement Amount, for resolution of the Released PAGA Claims and distributed as follows: 65% (**$65,000.00**) to the LWDA ("the LWDA PAGA Payment") and 35% (**$35,000.00**) to

Aggrieved Employees (the "Individual PAGA Payments").

18. The Court finds Plaintiffs have adequately represented the Class and therefore confirms the appointment of Plaintiffs as the Class Representatives, for settlement purposes only. In addition to any recovery that each Plaintiff is eligible to receive as a Participating Class Member and Aggrieved Employee, the Court approves and orders a service award to each Plaintiff in the amount of **$7,500.00** (the "Class Representative Service Payment"), payable from the Gross Settlement Amount, for initiating the Action and providing services in support of the Action.

19. The Court confirms the appointment of Moon Law Group, PC and the Law Offices of Ramin R. Younessi, APLC, as Class Counsel, for settlement purposes only, as they are experienced in wage and hour class action litigation, have no apparent conflicts of interest with Plaintiffs, other Class Members, or the Administrator, and have adequately represented Class interests. The Court approves and orders the payments to Class Counsel, payable from the Gross Settlement Amount, of **$500,000.00** for reasonable attorneys' fees (the "Class Counsel Fees Payment"), with 75% ($375,000.00) to Moon Law Group, PC and 25% ($125,000.00) to Ramin R. Younessi, APLC, and **$27,005.91** for reimbursement of out-of-pocket costs (the "Class Counsel Litigation Expenses Payment"), with $15,459.52 to Moon Law Group, PC and $11,546.39 to Ramin R. Younessi, APLC. The Court finds that these amounts are reasonable considering the benefits provided to the Class.

20. The Court confirms the appointment of Apex Class Action Administration as the Administrator, who has fulfilled its initial notice and reporting duties. The Court approves and orders the payment to the Settlement Administrator of **$20,000.00** ("Administration Expenses Payment"), payable from the Gross Settlement Amount, for settlement administration.

21. Pursuant to California Code of Civil Procedure section 384, following the expiration of the 180-day check-cashing deadline, should there be any uncashed checks, the Administrator shall transmit those amounts to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue."

22. In accordance with California Rule of Court 3.771(b), notice of the concurrently filed Judgment will be given to the Class by the Administrator, who will post an electronic copy on its website for no less than ninety (90) calendar days following entry thereof.

23. This Final Approval Order and the concurrently filed Judgment are intended to be a final disposition of the Action in its entirety and are intended to be immediately appealable.

24. The obligations set forth in the Settlement are deemed part of this Final Approval Order and the concurrently filed Judgment, and the Parties and the Administrator are ordered to carry out the Settlement according to its terms and provisions.

25. Following entry of the concurrently filed Judgment, and without affecting the finality thereof, pursuant to California Rules of Court Rule 3.769, *et seq.* and California Code of Civil Procedure section 664.6, the Court shall retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing the Settlement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

26. The Settlement is finally approved but is not an admission by Defendant of the validity of any claims in this Action, or of any wrongdoing by Defendant or of any violation of law. Neither the Settlement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than such proceedings as may be necessary to consummate or enforce the Settlement.

27. The Court sets a (Non-Appearance) Compliance Hearing re: Distribution on 10/26/2027 **at** 9:00 a.m. **in Department 10**. Class Counsel are ordered to file a final report and declaration by the Administrator regarding settlement distribution no later than five (5) court days prior to the Compliance Hearing. No appearance will be required at the Compliance Hearing if the Administrator's declaration reports that all the distributions under the Agreement are complete.

IT IS SO ORDERED.

DATE: 10/28/2026

William F. Highberger / Judge

THE HON. WILLIAM F. HIGHBERGER
Judge of the Superior Court, Los Angeles County