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FILED
Superior Court of California
County of Los Angeles

09/21/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: _____ A. Lim _____ Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

ERIC HERNANDEZ, individually, and on behalf of all other similarly situated current and former employees of Defendants,

Plaintiff,

vs.

CASTLE & COOKE AVIATION SERVICES, INC.; and DOES 1 through 10, inclusive,

Defendants.

CASE NO.: 21STCV12614

[Assigned for all purposes to the Hon. William F. Highberger, Dept. 10]

CLASS ACTION

~~PROPOSED~~ ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

The Court has before It Plaintiff's unopposed Motion for Preliminary Approval of Class Action Settlement ("Motion"). After reviewing the Motion, the Class Action Settlement Agreement and Release ("Settlement Agreement") and exhibits attached hereto, and good cause appearing therefore, the Court hereby finds, and orders as follows:

1. The Court finds on a preliminary basis that the settlement memorialized in the Settlement Agreement, attached as Exhibit 1 to the Declaration of Farzad Rastegar, appears to

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1 be fair and adequate, and falls within the range of reasonableness, and therefore meets the
2 requirement for preliminary approval.

3 2. The Court conditionally certifies for settlement purposes only the following class
4 (the “Class” or “Settlement Class”):

5 All non-exempt employees of Defendant who performed work at Castle & Cooke
6 Aviation Services, Inc., in California at any time from April 1, 2017, to

7 UN] dAF ZGEGG.

8 3. The Court finds, for purposes of settlement only, that the Class meets the
9 requirements for certification under California Code of Civil Procedure § 382 in that: (1) the
10 Class is so numerous that joinder is impractical; (2) there are questions of law and fact that are
11 common, or of general interest, to all Class Members, which predominate over individual issues;
12 (3) Plaintiff’s claims are typical of the claims of the Class; (4) Plaintiff and his counsel will fairly
13 and adequately protect the interests of the Class; and (5) a class action is superior to other
14 available methods for the fair and efficient adjudication of the controversy.

15 4. The Court appoints, for settlement purposes only, Plaintiff Eric Hernandez as
16 Representative for the Class.

17 5. The Court appoints, for settlement purposes only, Farzad Rastegar and Thomas S.
18 Campbell of Rastegar Law Group, APC as class counsel.

19 6. The Court appoints Phoenix Settlement Administrators (“Phoenix”) as the
20 Settlement Administrator. Phoenix will perform its duties in accordance with the Settlement
21 Agreement.

22 7. Any Requests for exclusion or objection shall be submitted to Phoenix rather than
23 filed with the court. Class members are not required to send copies of their exclusion or
24 objection forms to counsel. Rather, Phoenix shall provide counsel with any exclusion or
25 objection form it receives from the class members.

26 8. Phoenix shall file a declaration concurrently with the filing of any motion for final
27 approval, authenticating a copy of every exclusion and/or objection form it receives from any and
28 all class members.

1 9. The Parties are ordered to carry out the Settlement according to the terms of the
2 Settlement Agreement.

3 10. The Court orders the following implementation schedule:

- 4 a. Deadline for Defendant to provide the Settlement Administrator with the
5 Class Information: 14 calendar days after entry of this order;
- 6 b. Deadline for Settlement Administrator to disseminate Notice: 14 calendar
7 days after receipt of the class information;
- 8 c. Dispute/Objection/Opt-Out Deadline (“Response Deadline”): 60 calendar
9 days after the Class Notice is mailed to the Class Members;
- 10 d. Deadline for Settlement Administrator to submit notice report: 30 days after
11 the Response Deadline;
- 12 e. Deadline for Filing Motion for Final Approval and Request for
13 Attorneys’ Fees and Costs and Service Awards: Ö^&ŹGŹGG.
- 14 f. Final Approval Hearing PR Ą ĄGGHĀ ĄĄĄ Ą to be heard in Department
15 10 of this Court.

16 11. Class Counsel and Counsel for Defendant shall file any responses to any written
17 objections submitted to the Court in accordance with the time frame set forth in the Settlement
18 Agreement.

19 12. The Court approves as to form and content the Class Action Settlement Notice
20 attached as Exhibit A to the Settlement Agreement. The Court finds that the dates selected for
21 the mailing and distribution of the Notice Packet in the Settlement Agreement meet the
22 requirements of due process, provide the best notice practicable under the circumstances, and
23 shall constitute due and sufficient notice to all persons entitled thereto.

24 13. The Notice is hereby found to be the best means practicable of providing notice
25 under the circumstances, and, when contemplated, shall constitute due and sufficient notice of the
26 class action, proposed settlement, and the final approval hearing to all persons affects by and/or
27 authorized to participate in the Settlement, in full compliance with due process and the notice
28 requirements of California Code of Civil Procedure § 877.6.

1 14. Pending further order of this Court, all proceedings, except those contemplated
2 herein and in the Settlement, are stayed, and all deadlines are vacated.

3 15. To facilitate administration of this Settlement, all putative Class Members are
4 hereby enjoined from filing or prosecuting any claims, cases, suits or administrative
5 proceedings regarding claims released by the Settlement unless and until such putative Class
6 Members have submitted requests for exclusion with the Settlement Administrator.

7 16. In the event the settlement does not become effective in accordance with the terms
8 of the Settlement Agreement, or the settlement is not finally approved, or is terminated,
9 cancelled or fails to become effective for any reason, this Order shall be rendered null and void
10 and shall be vacated, and the parties shall revert to their respective positions as of before
11 entering into the Settlement Agreement.

12 **IT IS SO ORDERED.**

13 DATED: UN 06/20/2020

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16 HON. WILLIAM F. HIGHBERGER
17 SUPERIOR COURT JUDGE
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