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FRESNO COUNTY SUPERIOR COURT
By: Louana Peterson, Deputy

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JUN 29 2023

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

MAYRA CORINA GONZALEZ, as an
individual and on behalf of all others
similarly situated,

Plaintiff,

v.

FLIGHT SERVICES & SYSTEMS, INC.,
an Ohio corporation; DOES 1 through 100,

Defendants.

Case No.: 22CECG03200

[Assigned for all purposes to the Hon.
Jeffrey Y. Hamilton Dept. 503]

~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT

Date: May 25, 2023

Time: 3:27 p.m.

Dept.: 503

Complaint Filed: February 3, 2022

Trial Date: None Set

1 On May 25, 2023, the Court considered Plaintiff Mayra Corina Gonzalez’s (“Plaintiff”) 2 Motion for Preliminary Approval of Class Action Settlement (“Plaintiff’s Motion”), the Declaration 3 of Daniel J. Brown in Support of Plaintiff’s Motion and accompanying exhibits including the long- 4 form Stipulation of Class and PAGA Settlement (“Settlement Agreement”), and the notice of 5 proposed class and representative action settlement (“Class Notice”), and any other documents 6 submitted in support of Plaintiff’s Motion. Having considered Plaintiff’s Motion, the accompanying 7 declarations in support thereof, and all supporting legal authorities and documents, the Court orders 8 as follows:

9 **IT IS HEREBY ORDERED THAT:**

10 1. This Order incorporates by reference the definitions in the Settlement Agreement, 11 attached as Exhibit “A” to the Declaration of Daniel J. Brown, and all terms defined therein shall 12 have the same meaning in this Order as set forth in the Settlement Agreement.

13 2. For settlement purposes only, the Court conditionally certifies the following Class: all 14 current and former non-exempt employees of Defendant Flight Services & Systems, Inc. who worked 15 for Defendant at Fresno Yosemite International Airport at any time during the period of February 3, 16 2018 through August 31, 2022.

17 3. The Class Period is hereby defined as February 3, 2018 through August 31, 2022. The 18 PAGA Period is hereby defined as February 3, 2021 through August 31, 2022.

19 4. The Court preliminarily appoints the named Plaintiff, Mayra Corina Gonzalez, as the 20 Class Representative and Daniel J. Brown of Stansbury Brown Law, PC as Class Counsel.

21 5. The Court hereby preliminarily approves the proposed settlement upon the terms and 22 conditions set forth in the Settlement Agreement. The Court finds that on a preliminary basis that the 23 settlement appears to be within the range of reasonableness of a settlement that could ultimately be 24 given final approval by the Court. It appears to the Court on a preliminary basis that the Maximum 25 Settlement Amount is fair, adequate, and reasonable as to all potential Class Members, when balanced 26 against the probable outcome of further litigation relating to liability and damages issues. It further 27 appears that extensive and costly investigation and research has been conducted such that counsel for 28 the parties at this time are reasonably able to evaluate their respective positions. It further appears to

1 the Court that the Settlement at this time will avoid substantial additional costs by all parties, as well
2 as the delay and risks that would be presented by the further prosecution of the Action. It further
3 appears that the Settlement has been reached as the result of intensive, non-collusive, arms-length
4 negotiations utilizing an experienced mediator.

5 6. The Court approves, as to form and content, the proposed Class Notice attached as
6 Exhibit "B" to the Declaration of Daniel J. Brown.

7 7. The Court directs the mailing of the Class Notice by first-class mail to the Class
8 Members pursuant to the terms of the Settlement Agreement. The Court finds that the dissemination
9 of the Class Notice set forth in the Settlement Agreement complies with the requirements of due
10 process of law and appears to be the best notice practicable under the circumstances.

11 8. The Court hereby preliminarily approves the definition and disposition of the not-to-
12 exceed Maximum Settlement Amount of \$750,000, subject to Paragraphs 3(F) of the Settlement
13 Agreement, which is inclusive of the payment of attorneys' fees not to exceed \$250,000, subject to
14 Paragraph 3(F) of the Settlement Agreement, verified costs not to exceed \$20,000, an Enhancement
15 Payment not to exceed \$5,000 to the named Plaintiff, an LWDA Payment of \$15,000 (representing
16 the LWDA's 75% share of PAGA civil penalties); Settlement Administration Costs not to exceed
17 \$8,000. Defendant's employer's share of payroll taxes on the portion of the Participating Member
18 Payments that are allocated as wages subject to withholdings will be paid by Defendant in addition
19 to the Maximum Settlement Amount.

20 9. The Court confirms Phoenix Settlement Administrators as the Settlement
21 Administrator, and payment of Settlement Administration Costs, not to exceed \$8,000 out of the
22 Settlement Amount for services to be rendered by Phoenix on behalf of the Class Members. The
23 Settlement Administrator shall prepare and submit to Class Counsel and Defendant's Counsel a
24 declaration attesting to the completion of the notice process as set forth in the Settlement Agreement,
25 including an explanation of efforts to resend any Class Notice returned as undeliverable and the total
26 number of opt-outs and objections received.

27 10. The Court directs Defendant to provide the Settlement Administrator with a class list,
28 as explained in paragraph 5(A) of the Settlement Agreement, which will include the names, last

1 known addresses, and social security numbers (in electronic format) of Class Members, as well as the
2 workweeks worked by each Class Member during the Class Period and, if the Class Member also
3 qualifies as an Aggrieved Employee, the number of workweeks worked during the PAGA Period.
4 Defendant shall provide the class list as referenced herein to the Settlement Administrator within
5 thirty (30) calendar days after entry of this Order granting preliminary approval.

6 11. Within seven (7) calendar days of receipt of the class list information, the Settlement
7 Administrator shall: (i) run the names of all Class Members through the National Change of Address
8 (“NCOA”) database to determine any updated addresses for Class Members; (ii) update the addresses
9 of any Class Member for whom an updated address was found through the NCOA search; and (iii)
10 mail the Class Notice to each Class Member in English and Spanish at their last known address or at
11 the updated address found through the NCOA search, and retain proof of mailing.

12 12. The Settlement Administrator shall use its best professional efforts, including utilizing
13 a “skip trace,” to track any Class Member’s Class Notice returned as undeliverable, and will re-send
14 the Class Notice promptly upon identifying updated mailing addresses through such efforts. If no
15 forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including
16 utilizing a “skip trace,” to obtain an updated mailing address within five (5) business days of receiving
17 the returned Class Notice. If an updated mailing address is identified, the Settlement Administrator
18 shall resend the Class Notice to the Class Member immediately, and in any event within three (3)
19 business days of obtaining the updated address. The address identified by the Settlement
20 Administrator as the current mailing address shall be presumed to be the best mailing address for
21 each Class Member.

22 13. Any Class Member who wishes to opt out of the settlement must complete and mail a
23 Request for Exclusion to the Settlement Administrator within sixty (60) calendar days of the date of
24 the initial mailing of the Class Notice (the “Response Deadline”). The Request for Exclusion must:
25 (1) contain the name, address, and telephone number of the Class Member; (2) contain a statement
26 that the Class Member wishes to be excluded from the settlement; (3) be signed by the Class Member;
27 and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the
28 address specified in the Class Notice. If the Request for Exclusion fails to comply with these four

1 items, it will not be deemed a valid Request for Exclusion from this settlement, except a Request for
2 Exclusion not containing a Class Member's telephone number still will be deemed valid. The date
3 of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether
4 a Request for Exclusion has been timely submitted. Any Class Member who requests to be excluded
5 from the settlement will not be entitled to any recovery under this Settlement Agreement and will not
6 be bound by the terms of the settlement or have any right to object, intervene, appeal, or comment
7 thereon. Any Class Member who does not submit a Request for Exclusion is automatically deemed
8 a Settlement Class Member. A Class Member who submits a valid Request for Exclusion will not
9 participate in or be bound by the settlement and the judgment, except that a Class Member who also
10 qualifies as an Aggrieved Employee will still be paid their individual share of the PAGA Amount and
11 will remain bound by the release of the Released PAGA Claims regardless of their Request for
12 Exclusion and/or whether they cash their check for their Participating Member Payment.

13 14. Class Members who do not request exclusion may object to this Settlement Agreement
14 as explained in the Class Notice by filing a written objection with the Settlement Administrator (who
15 shall send all objections as received to Class Counsel and Defendant's counsel). Class Counsel shall
16 file any objections received from the Settlement Administrator. Defendant's counsel and Class
17 Counsel shall file responses to any objections no later than the deadline to file the Motion for Final
18 Approval, unless filed within ten (10) calendar days of the Motion for Final Approval filing deadline,
19 in which case Defendant's counsel and Class Counsel shall have ten (10) calendar days to file their
20 response. To be valid, any objection must: (1) contain the objecting Class Member's full name and
21 current address; (2) include all objections and the factual and legal bases for same; (3) include any
22 and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be
23 postmarked on or before the Response Deadline.

24 15. Any Class Member who does not submit a timely and valid Request for Exclusion will
25 be deemed a Participating Member and will be entitled to receive a Participating Member Payment
26 based upon the allocation formula described in the Settlement Agreement. However, Class Members
27 may not object to or opt-out of the Settlement with respect to the Released PAGA Claims and Class
28 Members who opt out of the Released Class Claims will still be paid their allocation of the PAGA

1 Amount and will be bound by the Released PAGA Claims regardless of whether they submit a timely
2 and valid Request for Exclusion from the Released Class Claims.

3 16. The Court approves the handling of unclaimed funds set forth in the Settlement
4 Agreement, specifically that any unclaimed funds in the Settlement Administrator's account as a
5 result of a Participating Member's failure to timely cash a settlement check shall be handled by the
6 Settlement Administrator and be issued to the State of California Unclaimed Property Fund, as set
7 forth in the Settlement Agreement.

8 17. If fifteen (15) or more Class Members timely submit Requests for Exclusion,
9 Defendant shall have the right (but not the obligation) to void the settlement without prejudice to its
10 pre-settlement positions and defenses in the Action. Defendant shall also have the right (but not the
11 obligation) to void this settlement if: (a) the settlement is construed in such a way that Defendant is
12 required to pay more than the Maximum Settlement Amount (except for the employer's share of
13 payroll taxes (Paragraph 3(E)) and subject to the escalator clause, (Paragraph 3(F)); (c) the Court
14 does not approve the settlement releasing the claims set forth in this Settlement Agreement; or (d)
15 Plaintiff or Class Counsel materially breach this Settlement Agreement. If Defendant exercises such
16 option, under this paragraph it shall be relieved of any obligation to pay the Maximum Settlement
17 Amount or any other obligations from the Settlement by giving notice to Class Counsel and the
18 Settlement Administrator within ten (10) calendar days before the final approval hearing. If
19 Defendant exercises its option under this paragraph, Defendant shall be solely responsible for all
20 Settlement Administration Costs incurred.

21 18. The following dates shall govern for purposes of this settlement:

22 May 25, 2023	Preliminary Approval (PA) hearing
23 30 calendar days after Plaintiff gives 24 notice of entry of Order granting preliminary approval	Deadline for Defendant to send class list to Settlement Administrator
25 7 calendar days after receipt of class 26 list from Defendant	Deadline for Settlement Administrator to run names of all Class Members through the National Change of Address database and mail Class Notice to Class Members
27 60 calendar days after mailing Class 28 Notice	Deadline for Class Members to submit Requests for Exclusion and Objections to the settlement

1 2 3 4	16 court days before final approval hearing	Deadline for Plaintiff to file and serve Motion for Final Approval and application for award of attorneys' fees and costs and Enhancement Payment
5 6 7	9 court days before final approval hearing	Deadline for the filing of any written opposition to Plaintiff's Motion for Final Approval
8	10 calendar days before final approval hearing	Deadline for parties to file responses to any objections to the settlement
9	5 court days before final approval hearing	Deadline for Plaintiff to file and serve any written reply in support of Motion for Final Approval
10	TBD	Final Approval Hearing

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19. A final approval hearing shall be held in this Court on 1/4/24 at 3:30 am/pm to determine (1) whether the proposed settlement is fair, reasonable, and adequate and should be finally approved by the Court; (2) the amount of attorneys' fees and costs to award to Class Counsel; and (3) the amount of Enhancement Award to the Class Representative. The Court may continue or adjourn the final approval hearing without further notice to the Class Notice.

20. Neither this Order, the Settlement Agreement, nor any document referred to therein, nor any action taken to carry out the settlement embodied in the Settlement Agreement may be construed as or may be used as an admission by or against Defendant or any of the other Released Parties (as that term is defined in the Settlement Agreement) of any fault, wrongdoing, or liability whatsoever. The entering into or carrying out of the Settlement Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant or any of the other Released Parties and shall not be offered in evidence in any action or proceeding against Defendant or any of the Released Parties in any court, administrative agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this Order, the Settlement Agreement, or any related agreement or release.

21. The Court may, for good cause shown, extend any of the deadlines set forth in this Order without further notice to Class Members. In the event that the settlement does not receive final approval, or the Effective Date of the settlement does not occur, for any reason, this Order, the

1 settlement, and the Settlement Agreement shall be rendered null and void and shall be vacated.
2 Further, the fact that the parties were willing to stipulate to certification of the Class for settlement
3 purposes shall have no bearing on, nor be admissible in connection with, the issue of whether a class
4 should be certified in a non-settlement context, and the parties to the settlement shall be deemed to
5 have reverted to their respective status as of the date and time immediately prior to the execution of
6 the Memorandum of Understanding.

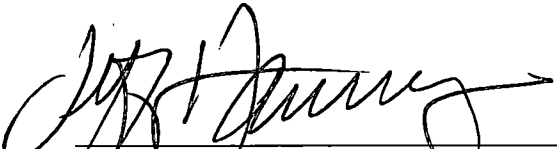
7 22. This Order, which conditionally certifies a class action only for settlement purposes,
8 shall not be cited in this or any matter for the purpose of seeking class certification, opposing
9 decertification, or for any other purpose, other than enforcing the terms of the settlement.

10 23. Pending further orders of this Court, all proceedings in this matter except those
11 contemplated in this Order granting preliminary approval and in the Settlement Agreement are stayed.
12 To the extent permitted by law, pending final determination as to whether the settlement should be
13 approved, the Court hereby orders that the Class Representative and all Participating Members,
14 whether directly, representatively, or in any other capacity, shall not prosecute any claims or actions
15 against the Released Parties that would be released by the Released Class Claims and/or the Released
16 PAGA Claims if final approval of the settlement is granted.

17 24. If the Court grants final approval, each Participating Member and their successors
18 shall conclusively be deemed to have released the Released Class Claims, and each Aggrieved
19 Employee shall conclusively be deemed to have released the Released PAGA Claims, set forth in the
20 Settlement Agreement and Class Notice against the Released Parties (as defined in the Settlement
21 Agreement). Further, all Participating Members and their successors shall be permanently enjoined
22 and forever barred from asserting any Released Class Claims, and all Aggrieved Employees shall be
23 permanently enjoined and forever barred from asserting any Released PAGA Claims, against the
24 Released Parties.

25 **IT IS SO ORDERED.**

26 DATED: 6/29, 2023


HONORABLE JEFFREY Y. HAMILTON
JUDGE OF THE SUPERIOR COURT

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