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Attorneys for Plaintiff Nelson Gonzalez
and Proposed Class Counsel

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES, BURBANK COURTHOUSE

NELSON GONZALEZ, on behalf of
himself and all "aggrieved employees"
pursuant to Labor Code § 2698 *et seq.*,

Plaintiffs,

v.

G.A.T. AIRLINE GROUND SUPPORT,
INC., an Alabama corporation, and DOES
1 through 10, inclusive,

Defendants.

CASE NO: 20BBCV00548

*Assigned to the Honorable Frank M. Tavelman,
Dept. A*

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

DATE: June 16, 2023

TIME: 9:00 a.m.

DEPT.: A

Reservation ID: 289626777671

Complaint Filed: September 6, 2020

1 Plaintiff Nelson Gonzalez's ("Plaintiff") Unopposed Motion for Preliminary Approval of
2 Class Action Settlement came on for hearing before this Court in Department A, Judge Frank M.
3 Tavelman presiding, on June 16, 2023. The Court, having considered the papers submitted in
4 support of the motion and having heard oral argument of the parties, **HEREBY ORDERS THE**
5 **FOLLOWING:**

6 1. The Court grants preliminary approval of the settlement based upon the terms set
7 forth in the Settlement Agreement and Release of Claims ("Settlement") filed with the Court and
8 attached as Exhibit B to the Declaration of Daniel Gaines.¹ The settlement appears to be fair,
9 adequate, and reasonable to the Class;

10 2. The Court finds that the settlement falls within the range of reasonableness and
11 appears to be presumptively valid, subject only to any objections that may be raised at the final
12 hearing;

13 3. The Court approves, as to form and content, the Notice of Pendency of Proposed
14 Class Action Settlement and Final Hearing ("Notice") and the Request for Exclusion ("Exclusion
15 Form"), attached as Exhibits A and B to the Settlement Agreement, and also approves the procedure
16 for members of the Class to opt-out from or object to the Settlement, as set forth in the Notice and
17 Exclusion Form;

18 4. The Court directs the mailing of the Notice and Exclusion Form by first class mail
19 to the Class Members in accordance with the schedule set forth below. The Court finds that the
20 dates selected for the mailing and distribution of the Notice and Exclusion Form, as set forth herein,
21 meet the requirements of due process and provide the best notice practicable under the
22 circumstances and shall constitute due and sufficient notice to all persons entitled thereto;

23 5. It is ordered that the Settlement Class is preliminarily certified under California
24 Code of Civil Procedure section 382 for settlement purposes only. The Settlement Class is defined
25 as follows: all individuals who are or previously were employed by Defendant in California who
26 were classified as hourly non-exempt employees during the period November 17, 2017, to

27 ¹ This Order incorporates by reference the definitions in the Settlement Agreement, and terms used
28 herein shall have the same meaning as set forth in the Settlement Agreement.

December 31, 2022;

6. The Court approves and appoints Daniel F. Gaines and Alex P. Katofsky of Gaines & Gaines, APLC as Class Counsel, and grants preliminary approval of an award of attorneys' fees of up to 33-1/3% of the Gross Settlement Amount (or \$133,333.33) and documented litigation costs of up to \$25,000 to Class Counsel, subject to final approval by the Court following a further motion by Class Counsel;

7. The Court approves and appoints Plaintiff Nelson Gonzalez as the Class Representative and grants preliminary approval to a proposed Class Representative Enhancement in an amount not to exceed \$1,500;

8. The Court grants preliminary approval of the allocation of \$40,000 to penalties under the Private Attorneys General Act (Labor Code §§ 2698 et seq.), of which 75% (\$30,000) shall be paid to the LWDA and 25% (\$10,000) shall be distributed to the Aggrieved Employees;

9. The Court hereby approves and appoints Phoenix Class Action Administration Solutions as the Settlement Administrator and grants preliminary approval of the payment of fees and other charges of the Settlement Administrator in an amount not to exceed \$30,000;

10. The Court orders the following schedule of dates for the specified actions/further proceedings:

<u>EVENT</u>	<u>TIMING</u>
Last day for Defendant to provide to the Settlement Administrator a list of all Class Members, including: the names, last known addresses, telephone numbers, social security numbers; each Class Member's dates of employment in California during the Class Period; and such other information that the Settlement Administrator requires to identify Class Members ("Class Data")	30 calendar days after entry of Court's Order granting preliminary approval of Settlement
Last day for Settlement Administrator to mail Notice and Exclusion Form to Class Members	45 calendar days after entry of Court's Order granting preliminary approval of Settlement
Last day for Class Members to submit a written Exclusion Form to the Settlement Administrator	45 calendar days after the initial mailing of the Class Notice to Class Members

<u>EVENT</u>	<u>TIMING</u>
Last day for Class Members to submit a written objection to the Settlement Administrator	45 calendar days after the initial mailing of the Class Notice to Class Members
Last day for Class Counsel to file and serve moving papers in support of final settlement approval and request for attorneys' fees and costs	10 calendar days before the final settlement approval hearing date
Last day for Class Counsel to file with the Court and serve declaration by Settlement Administrator specifying the due diligence undertaken with regard to the mailing of the Notice	10 calendar days before the final settlement approval hearing date
Final settlement approval hearing	_____, 2023, at _____.m. (approximately 110 days after entry of this Order)

11. The Court hereby orders full force and effect to the provisions of the Settlement Agreement relating to Class Notice, exclusions from the Settlement, objections to the Settlement, and the Final Approval Hearing.

12. The Court further orders that any Class members may choose to submit a written objection to the Settlement by filing with the Court and serving on counsel for the Parties a written statement objecting to the Settlement in accordance with the instructions set forth in the Agreement and Class Notice. Class Members who fail to make timely objections shall be deemed to have waived any objections and shall forever be foreclosed from making any objection (whether by appeal or otherwise) to the Settlement and shall be bound by the Settlement if finally approved unless the Class Member excludes himself/herself from the Settlement.

13. The Court further orders that any Class Member may choose to be excluded from the Settlement by submitting to the Settlement Administrator a written statement requesting exclusion from the Settlement in accordance with the instructions set forth in the Agreement and Class Notice.

14. The Court further orders that Class Members who submit valid and timely written requests for exclusion from the settlement in accordance with the instructions set forth in the Agreement and Class Notice will not be bound by the Agreement or any order entered by the Court.

1 However, Aggrieved Employees shall not be permitted to opt-out of the settlement of the PAGA
2 claims, and as a result, any qualifying Aggrieved Employee shall receive an Individual PAGA
3 Payment and shall be bound by the release of the PAGA Claims despite the submission of a request
4 for exclusion.

5 15. The Court further orders that Class Members who have not requested exclusion by
6 submitting a valid and timely written request for exclusion in accordance with the instructions set
7 forth in the Agreement and Class Notice shall be bound by all determinations of the Court, the
8 Agreement and any Order for Final Approval and Judgment entered by the Court.

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10 **IT IS SO ORDERED.**

11 Dated: _____

JUDGE OF THE SUPERIOR COURT

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