

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

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BY 
JESSICA MORALES, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

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LUZ GOMEZ and PHILIP HUGHES,
individually, and on behalf of all others
similarly situated,

Plaintiffs,

v.

4400 WE TECHNOLOGIES, INC. d/b/a
PATTERN JOBS; RADIAL, INC.; and METRO
AIR SERVICE, INC.

Defendants.

Case No. CIVSB2207056

Assigned to Hon. David Cohn

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION FOR FINAL
APPROVAL OF SETTLEMENT**

Date: November 7, 2023

Time: 9:00 a.m.

Dept.: S26

Date Action Filed: April 7, 2022

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1 and representatives, in their individual and corporate capacities.

2 4. This Court has continuing jurisdiction over the subject matter of this Action and over
3 all Parties to this Action, including all Participating Class Members, until the Settlement is fully
4 administered. Cal. Rules of Court, Rule 3.769(h).

5 5. All Participating Class Members and all Released Claims are covered by and included
6 within the Settlement and this Final Order.

7 6. The Court hereby finds the Settlement was entered into in good faith pursuant to and
8 within the meaning of Cal. Code Civ. Proc. § 877.6. The Court further finds that the Settlement is fair,
9 reasonable, and adequate and that Plaintiffs have satisfied the standards and applicable requirements
10 for final approval of this class action settlement under California law, including the provisions of Cal.
11 Code Civ. Proc. § 382 and Fed. R. Civ. P. 23, approved for use by the California state courts in *Vasquez*
12 v. *Superior Court* (1971) 4 Cal.3d 800, 821.

13 7. The Court finds that the Settlement has been reached as a result of intensive, serious,
14 and non-collusive arms-length negotiations. The Court further finds that the Parties have conducted
15 extensive and costly investigation and research, and counsel for the Parties are able to reasonably
16 evaluate their respective positions. The Court also finds that Settlement at this time will avoid
17 additional substantial costs, as well as avoid the delay and risks that would be presented by the further
18 prosecution of the Action. The Court has reviewed the benefits that are being granted as part of the
19 Settlement and recognizes the significant value to the Participating Individuals.

20 8. The Court finds that the Settlement Class is properly certified as a class for settlement
21 purposes only, and orders that the Settlement Class be certified for settlement purposes only.

22 9. Distribution of the Notice Packet directed to the Class Members as set forth in the
23 Settlement has been completed in conformity with the Preliminary Approval Order, including
24 individual notice to all Class Members who could be identified through reasonable effort, and the best
25 notice practicable under the circumstances. The Notice of Class Action Settlement provided due and
26 adequate notice of the proceedings and of the matters set forth therein, including the proposed
27 Settlement, to all persons entitled to the Notice, and the Notice and its distribution fully satisfied the
28 requirements of due process.

1 10. The Court finds that no Class Members have objected to the Settlement and two Class
2 Members have requested exclusion from the Settlement.

3 11. The Court hereby approves the Settlement, including but not limited to the
4 \$1,900,000.00 Gross Settlement Amount, and directs the Parties to effectuate the Settlement according
5 to its terms.

6 12. As of the date of entry of this Final Order, each and every Released Claim of each and
7 every respective Participating Individual is and shall be deemed to be conclusively released as against
8 the Released Parties. As of the date of this Final Order, Plaintiff and each and every Class Member
9 who has not submitted a valid Request for Exclusion is hereby released and forever barred and
10 enjoined from prosecuting the Released Claims, except as to such rights or claims as may be created
11 by the Settlement, against Defendants and the Released Parties.

12 13. The Court finds and orders that the Settlement is and constitutes a fair, reasonable, and
13 adequate compromise of the Released Claims against Defendant and the Released Parties.

14 14. The Parties entered into the Settlement to resolve the dispute that has arisen between
15 them and to avoid the burden, expense, and risk of continued litigation. In entering into the Settlement,
16 Defendants do not admit, and specifically deny, they have violated any state, federal, or local law;
17 violated any regulations or guidelines promulgated pursuant to any statute or any other applicable
18 laws, regulations, or legal requirements, or engaged in any other unlawful conduct with respect to its
19 employees. Neither this Final Order, the Settlement, nor any document referred to herein, nor any
20 action taken to carry out the Settlement, shall be construed as an admission or concession by
21 Defendants of such violations or failures to comply with any applicable law. Except as necessary in a
22 proceeding to enforce the terms of the Settlement, the Settlement and its terms and provisions shall
23 not be offered or received as evidence in any action or proceeding to establish any liability or
24 admission on the part of Defendant or to establish the existence of any condition constituting a
25 violation of, or a non-compliance with, state, federal, local, or other applicable law.

26 15. The Court hereby enters judgment in the Action as of the filing date of this Final Order,
27 pursuant to the terms set forth in the Settlement. Without affecting the finality of this Final Order, the
28 Court, hereby retains continuing jurisdiction over the interpretation, implementation, and enforcement

1 of the Settlement and all orders entered in connection therewith pursuant to Cal. Code Civ. Proc. §
2 664.6.

3 16. The Court hereby finds the Individual Settlement Payments provided for under the
4 Settlement and Notice to be fair and reasonable in light of all the circumstances. The Court, therefore,
5 orders the calculations and the payments to be made and administered in accordance with the terms of
6 the Settlement and the Notice of Class Action Settlement.

7 17. The Court hereby approves and orders payment in the amount of \$50,000.00 from the
8 Gross Settlement Amount (\$1,900,000.00) for the PAGA Payment, \$37,500.00 of which is payable to
9 the Labor and Workforce Development Agency ("LWDA").

10 18. The Court hereby confirms Plaintiffs Luz Gomez and Philip Hughes as Class
11 Representatives and Schneider Wallace Cottrell Konecky, LLP ("SWCK") and The Law Offices of
12 Buchsbaum & Haag, LLP ("B&H") as Class Counsel.

13 19. The Court hereby approves and orders the Service Enhancement Payments to Plaintiff
14 Luz Gomez in the amount of \$10,000.00 from the Gross Settlement Amount and to Plaintiff Philip
15 Hughes in the amount of \$10,000.00 from the Gross Settlement Amount, for their efforts on behalf of
16 the Class.

17 20. The Court approves ILYM as the Settlement Administrator.

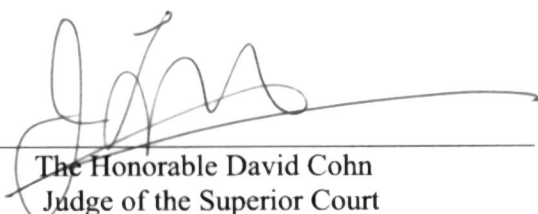
18 21. The Court orders payment from the Gross Settlement Amount for actual claims
19 administration expenses incurred by ILYM in the amount of \$23,923.00.

20 22. Provided the Settlement becomes effective under the terms of the Settlement, the Court
21 also hereby orders that the deadlines for making all payments due under the Settlement are set forth in
22 the Implementation Schedule set forth in Plaintiffs' Notice and Motion.

23 23. The Court hereby finds that there were no objections to the Settlement raised by any
24 persons by mail or on the record at the hearing on final approval.

25
26 **IT IS SO ORDERED.**

27 Dated: 11/7/23

28 
The Honorable David Cohn
Judge of the Superior Court