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FILED
FEB - 6 2024

SUPERIOR COURT OF CALIFORNIA
COUNTY OF FRESNO
BY _____ DEPUTY

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1/31/2024 1:09 PM
FRESNO COUNTY SUPERIOR COURT
By: Estela Gonzalez, Deputy

6 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

7
8 **FOR THE COUNTY OF FRESNO**

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

11 Plaintiff,

12 vs.

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

15 Defendants.

Case No. 22CECG03200

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

**REVISED [PROPOSED] FINAL
ORDER OF APPROVAL OF CLASS
AND PAGA SETTLEMENT AND
FINAL JUDGMENT**

Complaint Filed: February 3, 2022
Trial Date: None Set

1 This matter came on regularly for hearing before this Court on January 4, 2024, at 3:27
2 p.m. pursuant to California Rule of Court 3.769; this Court's June 29, 2023 Order Granting
3 Motion for Preliminary Approval of Class Action Settlement ("Preliminary Approval Order").
4 Having considered the Parties' Stipulation of Class and PAGA Settlement (the "Settlement" or
5 "Settlement Agreement") attached as Exhibit A to the Declaration of Daniel J. Brown In Support
6 of Plaintiff's Motion for Preliminary Approval of Settlement, filed on May 3, 2023, and the
7 submissions of counsel, and recognizing the sharply disputed factual and legal issues involved in
8 this case, the risks of further prosecution and the benefits to be received by the Class pursuant to
9 the Settlement, the Court hereby makes a final ruling that the proposed Settlement is fair,
10 reasonable, and adequate, and is the product of good faith, arm's-length negotiations between the
11 Parties.

12 Unless otherwise indicated, all terms used in this Order shall have the same meaning as
13 that assigned to them in the Settlement.

14 Good cause appearing thereof, the Court hereby GRANTS Plaintiff's Motion for Final
15 Approval of Class Action Settlement and ORDERS as follows:

16 1. The conditional class certification contained in the Preliminary Approval Order is
17 hereby made final, and the Court thus certifies, for purposes of the Settlement only, a Settlement
18 Class consisting of:

19 All current and former non-exempt employees of Defendant Flight Services & Systems,
20 Inc. who worked for Defendant Flight Services & Systems, Inc., at Fresno Yosemite
21 International Airport at any time during the period of February 3, 2018 through August
22 31, 2022 (the "Class Period").

22 2. Plaintiff Mayra Corina Gonzalez is hereby confirmed as Class Representative, and
23 Daniel J. Brown of Stansbury Brown Law, PC is hereby confirmed as Class Counsel.

24 3. Notice was provided to the Settlement Class as set forth in the Settlement, which
25 was preliminarily approved by the Court on June 29, 2023, and the notice process has been
26 completed in conformity with the Court's Preliminary Approval Order. The Court finds that said
27 notice was the best notice practicable under the circumstances. The Class Notice provided due
28 and adequate notice of the proceedings and matters set forth herein, informed Class Members of

1 their rights, and fully satisfied the requirements of California Code of Civil Procedure § 1781(e),
2 California Rule of Court 3.769, and due process.

3 4. The Court finds that no Class Member objected to the Settlement or opted-out of
4 the Settlement, and that the 100% participation rate in the Settlement supports final approval.

5 5. The Court hereby approves the settlement as set forth in the Settlement as fair,
6 reasonable, and adequate, and directs the Parties to effectuate the Settlement according to its
7 terms.

8 6. For purposes of settlement only, the Court finds that (a) the members of the
9 Settlement Class are ascertainable and so numerous that joinder of all members is impracticable;
10 (b) there are questions of law or fact common to the Settlement Class, and there is a well-defined
11 community of interest among members of the Settlement Class with respect to the subject matter
12 of the litigation; (c) the claims of the Class Representative are typical of the claims of the members
13 of the Settlement Class; (d) the Class Representative has fairly and adequately protected the
14 interests of the Class Members; (e) a class action is superior to other available methods for an
15 efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel
16 for the Class Representative and the Settlement Class.

17 7. The Court finds that given the absence of objections, and objections being a
18 prerequisite to appeal, that this Order and Judgment shall be considered final as of the date of
19 notice of entry.

20 8. The Court orders that the Maximum Settlement Amount of Seven Hundred Fifty
21 Thousand Dollars and Zero Cents (\$750,000.00) shall be deposited with the Settlement
22 Administrator, Phoenix Settlement Administrators ("Phoenix"), as provided in the Settlement.

23 9. Any Settlement funds that remain uncashed after 180 days after they are mailed
24 shall not be re-issued and instead shall be transferred to the Boys & Girls Club of Fresno County
25 as the *cy pres* recipient;

26 10. The Court finds that the payments to Settlement Class Members and Aggrieved
27 Employees, as provided for in the Settlement, are fair, reasonable, and adequate, and orders the
28 Settlement Administrator to distribute these payments in conformity with the terms of the

1 Settlement. The Court further orders that if any of the Settlement Class Members or Aggrieved
2 Employees are Defendant's current employees and the payments mailed to those current
3 employees are returned to the Settlement Administrator as being undeliverable, and the
4 Settlement Administrator is unable to locate a valid mailing address, the Settlement Administrator
5 shall arrange with Defendant Flight Services & Systems, Inc. to have those payments delivered
6 to the employees at their place of employment.

7 11. The Court finds that an Enhancement Payment in the amount of \$5,000.00 for
8 Plaintiff Mayra Corina Gonzalez is appropriate for her risks undertaken and service to the
9 Settlement Class. The Court finds that this payment is fair, reasonable, and adequate, and orders
10 that the Settlement Administrator make this payment in conformity with the terms of the
11 Settlement.

12 12. The Court approves \$15,114.85 for actual litigation costs incurred, as set forth in
13 the Settlement Agreement and Class Notice. The Court approves an attorney fee award in the
14 amount of \$152,022.00 which reflects a reduced amount from that set forth in the Settlement
15 Agreement and Class Notice. Further, the Court Orders the Settlement Administrator to pay
16 Class Counsel \$152,022.00 in attorneys' fees and \$15,114.85 for Class Counsel's costs, and
17 orders the Settlement Administrator to distribute these payments to Class Counsel in conformity
18 with the terms of the Settlement and by no later than the date that the Settlement Administrator
19 disperses payments to Settlement Class Members and Aggrieved Employees.

20 13. The Court finds that a payment to the Labor & Workforce Development Agency
21 ("LWDA") in the amount of \$15,000.00 for the LWDA's share of civil penalties under the Labor
22 Code Private Attorneys General Act is fair, reasonable, and adequate, and orders that the
23 Settlement Administrator make this payment in conformity with the terms of the Settlement.

24 14. The Court orders that the Settlement Administrator shall be paid \$8,000.00 from
25 the Maximum Settlement Amount for all of its work done and to be done until the completion of
26 this matter, and finds that sum appropriate.

27 15. Pursuant to the terms of Settlement, the employer's share of payroll taxes for the
28 portion of the Net Settlement Amount allocated to wages shall be paid by Defendant Flight

1 Services & Systems, Inc., separately, and in addition to, the Maximum Settlement Amount.

2 16. The Court finds and determines that upon satisfaction of all obligations under the
3 Settlement and this Order, all Settlement Class Members and Aggrieved Employees will be bound
4 by the Settlement and will have released all claims in the Class Release, as set forth in the
5 Settlement.

6 17. Settlement is not an admission by Defendant, nor is this Order and Final Judgment
7 a finding of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order
8 and Final Judgment, the Settlement, nor any document referred to herein, nor any action taken to
9 carry out the Settlement, shall be construed or deemed an admission of liability, culpability, or
10 wrongdoing on the part of Defendant.

11 18. As of the date of this Order and Final Judgment, Plaintiff and every member of the
12 Settlement Class shall be deemed to have released and discharged Defendant Flight Services &
13 Systems, Inc., and all its affiliated parties and entities, including its past and present affiliates,
14 parents, subsidiaries, predecessors, owners, successors, shareholders, divisions, and each of these
15 entities' past and present directors, officers, managing agents, employees, partners, benefit plans,
16 shareholders and representatives (collectively the "Released Parties") from any and all wage and
17 hour and/or wage payment claims, obligations, demands, actions, rights, causes of action, and
18 liabilities (including state statutory and common law claims) that accrued or arose during the
19 Class Period that were alleged, or reasonably could have been alleged, based on the facts stated
20 in the operative FAC and/or Plaintiff's PAGA Letter, including: (a) failure to pay minimum
21 wages; (b) failure to pay overtime wages; (c) failure to provide meal periods; (d) failure to provide
22 rest periods; (e) failure to reimburse for necessary business expenses; (f) failure to provide
23 accurate, itemized wage statements; (g) failure to pay final wages and/or waiting time penalties;
24 (h) unfair competition; (i) failure to timely pay wages; (j) all other claims that are or were asserted
25 or that could have been asserted based on the facts alleged in the FAC and/or Plaintiff's PAGA
26 Letter to the LWDA; and (k) penalties (including civil, statutory, and/or wage penalties, based on
27 the underlying Labor Code violations), liquidated damages, interest, attorneys' fees, litigation
28 costs, restitution, equitable relief, or additional damages which allegedly arise from the claims

described in (a) through (k) above under any applicable law. This release specifically includes the following statutory claims: any and all claims that were pled or that could have been pled based on the facts alleged in the FAC and/or Plaintiff's PAGA Letter to the LWDA arising under the California Labor Code, including, §§ 201-204, 210, 226, 226.7, 510, 512, 516, 551, 552, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2698 et seq., 2699 et seq., 2802, 2804, California Business & Professions Code §§ 17200, et seq., and Wage Order No. 9 §§ 3, 4, 5(A), 7, 11, 12 ("Released Class Claims"). The release extends to the limits of the Class Period.

Plaintiff and all current and former non-exempt employees of Defendant Flight Services & Systems, Inc. who worked for Defendant at Fresno Yosemite International Airport at any time during the period of February 3, 2021 up to August 31, 2022 (the "PAGA Period") (collectively, "Aggrieved Employees") will release the Released Parties from any and all claims for PAGA civil penalties that accrued or arose during the PAGA Period that were alleged, or reasonably could have been alleged, based on the facts stated in the operative FAC and/or Plaintiff's PAGA Letter, including: (a) failure to pay minimum wages; (b) failure to pay overtime wages; (c) failure to provide meal periods; (d) failure to provide rest periods; (e) failure to reimburse for necessary business expenses; (f) failure to provide accurate, itemized wage statements; (g) failure to pay final wages and/or waiting time penalties; and (h) failure to timely pay wages. This release specifically includes claims for civil penalties under the PAGA that were pled or that could have been pled based on the facts alleged in the FAC and/or Plaintiff's PAGA Letter arising under California Labor Code sections §§ 201-204, 210, 226, 226.7, 510, 512, 516, 551, 552, 558, 558.1, 1174, 1182.12, 1194, 1194.2, 1197, 1198, 2698 et seq., 2699 et seq., 2802, 2804, and Wage Order No. 9 §§ 3, 4, 5(A), 7, 11, 12 (collectively "Released PAGA Claims"). The release extends to the limits of the PAGA Period.

19. The releases identified herein shall be null and void should the Settlement not be fully funded.

20. This document shall constitute a final judgment pursuant to California Rule of Court 3.769(h) which provides, "If the court approves the settlement agreement after the final approval hearing, the court must make and enter judgment. The judgment must include a

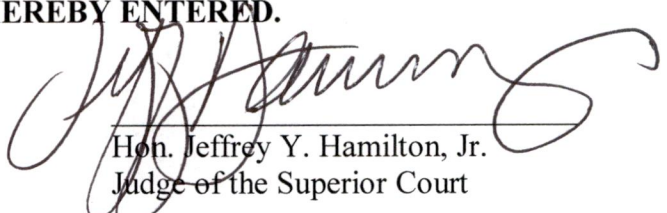
1 provision for the retention of the court's jurisdiction over the parties to enforce the terms of the
2 judgment. The court may not enter an order dismissing the action at the same time as, or after,
3 entry of judgment." Pursuant to section 664.6 of the California Code of Civil Procedure, the
4 Court will retain jurisdiction to enforce the Settlement and this Final Order and Judgment.

5 21. Settlement Class Members and Aggrieved Employees will receive notice of this
6 Order and Final Judgment with their Settlement Awards. Notice of this Order and Final
7 Judgment will also be posted for at least 60 days on the Settlement Administrator's website.

8 22. A Status Conference is set for August 6, 2024 at 3:30 p.m. in Department 503 of
9 this Court.

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11 **IT IS SO ORDERED. JUDGMENT IS HEREBY ENTERED.**

12 Dated: 2/6, 2024

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14 Hon. Jeffrey Y. Hamilton, Jr.
15 Judge of the Superior Court
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PROOF OF SERVICE

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action; My business address is 2610 ½ Abbot Kinney Blvd. Venice, CA 90212

On January 31, 2024, I served the document listed below on the parties in this action as follows:

- **REVISED [PROPOSED] FINAL ORDER OF APPROVAL OF CLASS AND PAGA SETTLEMENT AND FINAL JUDGMENT**

- X (BY EMAIL) In accordance with California Code of Civil Procedure section 1010.6 in compliance with the Judicial Council’s Appendix I, Emergency Rules Related to Covid-19, Emergency Rule 12, I caused to be transmitted the document(s) described herein via the email address(s) listed on the attached service list.
- X (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on January 31, 2024 at Los Angeles, California.

Isabella C. Aguinaga
Isabella C. Aguinaga

SERVICE LIST

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