

ATTORNEY OR PARTY WITHOUT ATTORNEY NAME: Mark Yablonovich (SBN 186670) ; Monica Balderrama (SBN 196424) FIRM NAME: Law Offices of Mark Yablonovich STREET ADDRESS: 9465 Wilshire Boulevard, Suite 300 CITY: Beverly Hills STATE: CA ZIP CODE: 90212 TELEPHONE NO.: (310) 286-0246 FAX NO.: (310) 407-5391 EMAIL ADDRESS: Mark@Yablonovichlaw.com; Monica@Yablonovichlaw.com ATTORNEY FOR (name): Plaintiff David Guzman SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara STREET ADDRESS: 161 North First Street MAILING ADDRESS: CITY AND ZIP CODE: San Jose CA 95113 BRANCH NAME: Old Courthouse		FOR COURT USE ONLY Electronically Filed by Superior Court of CA, County of Santa Clara, on 3/6/2025 10:16 AM Reviewed By: R. Fleming Case #22CV399013 Envelope: 18501628
PLAINTIFF/PETITIONER: David Guzman DEFENDANT/RESPONDENT: Gama Aviation Engineering, Inc.		
NOTICE OF ENTRY OF JUDGMENT OR ORDER (Check one): ☒ UNLIMITED CASE (Amount demanded exceeded \$35,000) ☐ LIMITED CASE (Amount demanded was \$35,000 or less)		
CASE NUMBER: 22CV399013		

TO ALL PARTIES :

1. A judgment, decree, or order was entered in this action on (date): March 5, 2025
2. A copy of the judgment, decree, or order is attached to this notice.

Date: March 6, 2025

Mark Yablonovich

(TYPE OR PRINT NAME OF ☒ ATTORNEY ☐ PARTY WITHOUT ATTORNEY)



(SIGNATURE)

PLAINTIFF/PETITIONER: David Guzman
 DEFENDANT/RESPONDENT: Gama Aviation Engineering, Inc.

CASE NUMBER:
 22CV399013

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):
 9465 Wilshire Boulevard, Suite 300
 Beverly Hills, CA 90212

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):
 - a. ☒ deposited the sealed envelope with the United States Postal Service.
 - b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:
 - a. on (*date*): March 6, 2025
 - b. from (*city and state*): Los Angeles, CA

4. The envelope was addressed and mailed as follows:

a. Name of person served: Shannon B. Nakabayashi and Ronald Q. Tran Street address: 50 California Street, 9th Floor City: San Francisco State and zip code: California 94111 b. Name of person served: Street address: City: State and zip code:	c. Name of person served: Street address: City: State and zip code: d. Name of person served: Street address: City: State and zip code:
--	--

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: March 6, 2025

Aarika Davis

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

1 LAW OFFICES OF MARK YABLONOVICH
2 Mark Yablonovich (SBN 186670)
3 Mark@Yablonovichlaw.com
4 Monica Balderrama (SBN 196424)
5 Monica@Yablonovichlaw.com
6 Tony Roberts (SBN 315595)
7 Tony@Yablonovichlaw.com
8 9465 Wilshire Boulevard, Suite 300
9 Beverly Hills, California 90212
10 Telephone: (310) 286-0246 • Fax: (310) 407-5391

11 Attorneys for Plaintiff David Guzman, a proxy for the State of California
12 as an aggrieved employee pursuant to the Private Attorneys General Act

Filed
March 5, 2025
Clerk of the Court
Superior Court of CA
County of Santa Clara
22CV399013
By: MJacobo

13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SANTA CLARA

DAVID GUZMAN, a proxy for the State of
California as an aggrieved employee
pursuant to the Private Attorneys General
Act ("PAGA"),

Plaintiff,

vs.

GAMA AVIATION ENGINEERING,
INC., and DOES 1 through 10, inclusive,

Defendant.

Case No.: 22CV399013

Assigned for all purposes to Hon. Theodore C.
Zayner, Dept. 19

ENFORCEMENT ACTION UNDER THE
PRIVATE ATTORNEYS GENERAL ACT,
CALIFORNIA LABOR CODE §§ 2698 ET
SEQ.

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

Date: February 26, 2025
Time: 1:30 p.m.
Dept.: 19

Complaint Filed: June 9, 2022

1 **ORDER**

2 The above-entitled action came on for hearing before the Honorable Theodore C. Zayner on
3 February 26, 2025, at 1:30 p.m. in Department 19. The Court, having considered Plaintiff’s Motion for
4 Approval of PAGA Settlement and the Joint Stipulation of PAGA Settlement and Release Agreement
5 (“PAGA Settlement” or “Settlement Agreement”), and determining that the settlement is fair, adequate
6 and reasonable, and good cause appearing therefore, it is hereby **ORDERED** as follows:

7 **I. INTRODUCTION**

8 This is a representative action arising from alleged wage and hour violations. On June 9, 2022,
9 plaintiff David Guzman (“Plaintiff”) commenced this action by filing a Complaint against defendant
10 Gama Aviation Engineering, Inc. (“Defendant”), asserting a sole cause of action for civil penalties
11 pursuant to California Labor Code section 2698, *et seq.* [the Private Attorneys General Act (“PAGA”)].

12 The parties have reached a settlement. Plaintiff has filed a motion for approval of the PAGA
13 settlement, and the motion is unopposed.

14 **II. LEGAL STANDARD**

15 Under PAGA, an aggrieved employee may bring a civil action personally and on behalf of other
16 current or former employees to recover civil penalties for Labor Code violations. (*Iskanian v. CLS*
17 *Transp. Los Angeles, LLC* (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River*
18 *Cruises, Inc. v. Moriana* (2022) 596 U.S.____ [2022 U.S. LEXIS 2940].) Seventy-five percent of any
19 penalties recovered go to the Labor and Workforce Development Agency (“LWDA”), leaving the
20 remaining 25 percent for the employees. (*Ibid.*) PAGA is intended “to augment the limited enforcement
21 capability of [the LWDA] by empowering employees to enforce the Labor Code as representatives of
22 the Agency.” (*Id.* at p. 383.) A judgment in a PAGA action binds all those, including nonparty aggrieved
23 employees, who would be bound by a judgment in an action brought by the government. (*Id.* at p. 381.)

24 A superior court must review and approve any PAGA settlement. (Lab. Code, § 2699, subd.
25 (1)(2).) The court’s review “ensur[es] that any negotiated resolution is fair to those affected.” (*Williams v.*
26 *Superior Court* (2017) 3 Cal.5th 531, 549.) The proposed settlement must be submitted to the LWDA at
27 the same time it is submitted to the court. (*Ibid.*)

28 As discussed by one court:

1 PAGA does not establish a clear standard for evaluating PAGA settlements. ...
2 [¶]
3 Accordingly, certain courts have been willing to approve PAGA settlements
4 only if (1) the statutory requirements set forth by PAGA have been satisfied, and
5 (2) the settlement agreement is fair, reasonable, and adequate in view of
6 PAGA's public policy goals.

7 (*Patel v. Nike Retail Services, Inc.* (N.D. Cal. 2019) 2019 WL 2029061, 2019 U.S. Dist. LEXIS 77988
8 (*Patel*), at *5.)

9 As part of this analysis, these courts have evaluated proposed PAGA settlements under the
10 relevant factors from *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1026. (*Patel, supra*, 2019
11 U.S. Dist. LEXIS 77988 at *5-6.) "Of the *Hanlon* factors, the following are relevant to evaluating [a]
12 PAGA settlement: (1) the strength of the plaintiff's case; (2) the risk, expense, complexity, and likely
13 duration of further litigation; (3) the amount offered in settlement; (4) the extent of discovery completed
14 and the stage of the proceedings; (5) the presence of government participation; and (6) the expertise and
15 views of counsel." (*Ibid.*)

16 Similar to its review of class action settlements, the Court must "determine independently
17 whether a PAGA settlement is fair and reasonable," to protect "the interests of the public and the LWDA
18 in the enforcement of state labor laws." (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76-77.) It
19 must make this assessment "in view of PAGA's purposes to remediate present labor law violations, deter
20 future ones, and to maximize enforcement of state labor laws." (*Id.* at p. 77; see also *Haralson, supra*,
21 383 F. Supp. 3d at p. 971 ["when a PAGA claim is settled, the relief provided for under the PAGA
22 [should] be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the
23 public"], quoting LWDA guidance discussed in *O'Connor v. Uber Technologies, Inc.* (N.D. Cal.
24 2016) 201 F.Supp.3d 1110 (*O'Connor*).)

25 "[W]hen a PAGA claim is settled, the relief provided ... [should] be genuine and meaningful,
26 consistent with the underlying purpose of the statute to benefit the public" (*O'Connor, supra* at p.
27 1133.) The settlement must be reasonable in light of the potential verdict value. (*Id.* at 1135 [rejecting
28 settlement of less than one percent of the potential verdict].) But a permissible settlement may be
substantially discounted, given that courts often exercise their discretion to award PAGA penalties below
the statutory maximum even where a claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D.

Cal., Oct. 11, 2016, No. 15-CV-02198-EMC) 2016 WL 5907869, 2016 U.S. Dist. LEXIS 140759 at *8-9.)

III. DISCUSSION

A. Provisions of the Settlement

Plaintiff moves for approval of a proposed settlement made on behalf of Aggrieved Employees, defined as:

[A]ll persons who were employed by Defendant as non-exempt hourly-paid employees within the State of California during the PAGA Period [April 5, 2021 through September 30, 2024].

(Declaration of Mark Yablonovich in Support Motion for Approval of PAGA Settlement (“Yablonovich Decl.”), Ex. 1 (“Agreement”), ¶¶ 13, 27.)

Defendant will pay a non-reversionary gross settlement amount of \$142,500, subject to an escalator clause. (Agreement, ¶ 38(a).) This amount includes attorney fees of one third of the gross settlement amount (\$47,500), litigation costs not to exceed \$20,000, settlement administration costs of up to \$5,000, and a service award to Plaintiff of \$10,000. (*Ibid.*) Of the remaining amount, 75 percent will be paid to the LWDA, and 25 percent will be paid to Aggrieved Employees as individual settlement payments, according to the number of pay periods worked during the PAGA Period. (*Ibid.*) Funds from checks remaining uncashed more than 180 days after mailing will be transmitted to WorkSafe as the designated *cy pres* recipient. (*Id.* at ¶ 38(b).) The court approves the *cy pres* recipient.

In exchange for the settlement, Aggrieved Employees will be deemed to have released Defendant and related persons and entities (including the entities Jet East, a Gamma Aviation Company, and West Star Aviation) from all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the same set of operative facts alleged in the Complaint and PAGA Notice. (Agreement, ¶¶ 32-34, 46.) The release provisions are appropriately tailored to the factual allegations of the operative pleading. (See *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 538.)

B. Fairness of the Settlement

Plaintiff contends that the civil penalties secured by the PAGA settlement are fair, adequate, and reasonable. (Motion, pp. 9-11; Yablonovich Decl., ¶¶ 21-27.) Plaintiff explains that the settlement is the result of arms-length and non-collusive negotiations. (Yablonovich Decl., ¶ 20.) On August 1, 2024, the

1 parties participated in a full-day mediation with Doug Leach. (*Id.* at ¶ 17.) Prior to mediation, Plaintiff
2 propounded written discovery, seeking employee contact information, time and payroll records, and
3 applicable wage and hour policies and documents. (*Id.* ¶ 14.) Defendant provided responses, including
4 Plaintiff's personnel file and a copy of Defendant's employee handbook. (*Ibid.*) Defendant produced
5 employee time and pay records for approximately 40 employees, and Plaintiff's expert analyzed the data
6 produced. (*Id.* at ¶ 17.)

7 Plaintiff provides an analysis of the value of his PAGA claims based on Defendant's estimated
8 maximum exposure and other factors. (Motion, pp. 11-17; Yablonovich Decl., ¶¶ 24-25 and Ex. 2.)
9 According to Plaintiff's analysis, Defendant's estimated total maximum exposure for all claims and
10 theories of liability is \$674,580, and Plaintiff provides a breakdown of this amount by claim.
11 (Yablonovich Decl., Ex 2.) Thus, the gross settlement amount of \$142,500 represents approximately 21
12 percent of Defendant's estimated maximum exposure. This is within the general range of percentage
13 recoveries that California courts have found to be reasonable. (See *Cavazos v. Salas Concrete, Inc.* (E.D.
14 Cal., Feb 18, 2022, No. 1:19-cv-00062-DAD-EPG) 2022 U.S. Dist. LEXIS 30201, at *41-42 [citing
15 cases indicating that a general range of 5 to 35 percent of the maximum potential exposure is
16 reasonable].)

17 The court has reviewed Plaintiff's written submissions in support of the proposed settlement, and
18 based on the circumstances of the case, including the relative strengths of Plaintiffs' case and Defendant's
19 defenses, the court finds the terms of the settlement to be fair.

20 The settlement provides for some recovery for each Aggrieved Employee and eliminates the risk
21 and expense of further litigation.

22 **C. Service Award, Fees and Costs**

23 As part of the settlement, Plaintiff seeks a service award in the amount of \$10,000. Although
24 service awards are common in class actions, there is less authority regarding the propriety of service
25 awards in PAGA cases. Nevertheless, a PAGA case is a representative action like a class action, and
26 courts have recognized that an individual's willingness to act as a private attorney general may merit a
27 service award. (See *Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563 F.3d 948, 959.)
28

1 Plaintiff has submitted a declaration detailing his participation in the action. (Declaration of
2 Plaintiff David Guzman, ¶¶ 7-13.) Plaintiff states he has spent approximately 30 hours on this case,
3 including discussing the case with counsel, reviewing documents, gathering documents for counsel,
4 being available for mediation, and reviewing settlement documents. (*Id.* at ¶ 13.) Plaintiff asserts that he
5 acted as a representative for the aggrieved employees and that he waived at least \$12,000 in waiting time
6 penalties by agreeing to a broader release. (*Id.* at ¶ 14.) The court finds that a service is warranted and
7 that the amount requested is reasonable. Therefore, the court approves a service award to Plaintiff in the
8 amount of \$10,000.

9 Plaintiff's counsel seeks attorney fees of \$47,500 (one third of the gross settlement amount).
10 (Yablonovich Decl., ¶ 35.) Counsel provides evidence demonstrating a lodestar of \$147,513.50, based
11 on a total of 185.7 hours billed at rates ranging from \$610 to \$950. (*Id.* at ¶ 37.) This results in a negative
12 multiplier. Therefore, the court finds the requested fees to be reasonable as a percentage of the total
13 recovery and approves an award of \$47,500 in attorney fees. The agreement provides for an award of
14 litigation costs up to \$20,000, and Plaintiff's counsel provides evidence of costs incurred in the amount
15 of \$18,588.49 (*Id.* at ¶¶ 40-41.) Therefore, the court finds costs in the amount of \$18,588.49 to be
16 reasonable and approves an award in that amount.

17 Finally, Plaintiff asks for settlement administration costs in the amount of \$5,000. The parties
18 have selected Atticus Administration, LLC ("Atticus") as the settlement administrator and represent that
19 Atticus has agreed to provide all necessary services for no more than \$5,000. (Agreement, ¶ 38, subds.
20 (b) and (d); see also Yablonovich Decl., ¶ 44.) The Agreement further provides that if the actual
21 settlement administration costs are less than \$5,000, the difference shall be reallocated to the net PAGA
22 settlement amount. (Agreement, ¶ 38(d).) Therefore, the court approves Atticus as the settlement
23 administrator and approves settlement administration costs up to \$5,000, subject to the terms of the
24 Agreement and proof at the compliance hearing.

25 **IV. CONCLUSION**

26 The motion for approval of PAGA settlement is GRANTED. The court sets a compliance
27 hearing for **November 12, 2025 at 2:30 p.m.** in Department 19. At least ten court days before the
28 hearing, Plaintiff's counsel and the settlement administrator shall submit a summary accounting of the

1 settlement fund identifying distributions made as ordered herein; the number and value of any uncashed
2 checks; amounts remitted to the *cy pres* recipient; the status of any unresolved issues; and any other
3 matters appropriate to bring to the court's attention.

4 Plaintiff shall prepare the order in accordance with California Rules of Court, rule 3.1312.

5 This Judgment is intended to be a final disposition in its entirety of the above-captioned action.

6 Without affecting the finality of the Judgment, the Court shall retain exclusive and continuing
7 jurisdiction over the above-captioned action and the Parties for purposes of enforcing the terms of this
8 Judgment pursuant to California Code of Civil Procedure section 664.6.

9 This document shall constitute a judgment.

10 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

11
12 Dated: March 3, 2025

13 
14 _____
15 Hon. Theodore C. Zayner
16 Judge of the Superior Court
17
18
19
20
21
22
23
24
25
26
27
28

LAW OFFICES OF

MARK YABLONOVICH

9465 WILSHIRE BOULEVARD, SUITE 300
BEVERLY HILLS, CALIFORNIA 90212-2511

Shannon B. Nakabayashi
Ronald Q. Tran
JACKSON LEWIS, P.C.
50 California Street. 9th Floor
San Francisco, California 94111

B47193.08

\$0.97 0

US POSTAGE IMI
FIRST-CLASS
063S0012374044
FROM 90212

