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SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

Daniel Grentz, individually, on behalf of
others similarly situated, and on behalf of
other aggrieved employees,

Plaintiffs,

v.

American Airlines, Inc.,

Defendant.

Case No.: 23STCV03941

Hon. Laura A. Seigle, Department 17
Spring Street Courthouse

**PLAINTIFF'S NOTICE OF MOTION AND
MOTION FOR CONDITIONAL CLASS
CERTIFICATION AND PRELIMINARY
APPROVAL OF CLASS AND PRIVATE
ATTORNEYS GENERAL ACT (PAGA)
REPRESENTATIVE ACTION SETTLEMENT**

Complaint Filed: February 22, 2023

Hearing Date: May 19, 2025

Trial Date: Not Set

E-Service Provider: CaseAnywhere

1 **TO ALL INTERESTED PARTIES AND THEIR COUNSEL OF RECORD:**

2 **PLEASE TAKE NOTICE** that on May 19, 2025, in Department 17 of the Los Angeles
3 County Spring Street Court House located at 312 N Spring Street, Los Angeles, California 90012,
4 the Honorable Laura A. Seigle presiding, Plaintiff will and does hereby move this Court for
5 conditional certification of a settlement class and preliminary approval of a Settlement reached in
6 Class and Private Attorneys General Act action against Defendant American Airlines, Inc.
7 (“American”). Plaintiff moves the Court for an order conditionally certifying the settlement class,
8 appointing Plaintiff as the class representative, appointing Plaintiff’s Counsel as class counsel,
9 preliminarily finding that the proposed settlement is fair, reasonable, and adequate, determining
10 that the Parties’ notice plan and documents satisfy the requirements of Rule 382 and due process,
11 and authorizing distribution of notice as outlined in the Parties’ settlement agreement. This
12 motion is based on this Notice of Motion and Motion for Preliminary Approval of Settlement, the
13 Declaration of Daniel Brome and its attached exhibits, which Plaintiff files concurrently with this
14 Motion, all other pleadings and papers on file in this action, and such argument as the Court may
15 hear.

16 Plaintiff further requests that the Court provisionally and conditionally certify the
17 proposed Settlement Class, since the class has not previously been certified by the Court, and the
18 requirements for certification are met. *See 4 Newberg and Rubenstein on Class Actions* § 13:16
19 (6th ed.). The Settlement Class is defined as: All persons employed by American as flight
20 attendants based at a California airport from January 1, 2024, until June 30, 2025.

21 The practical purpose of provisional and conditional class certification is to facilitate
22 distribution notice to the class of the terms of the proposed settlement and the date and time of the
23 final approval hearing. *See Rule of Court 3.769; Manual for Complex Litigation*, § 21.632.
24 Plaintiff also asks that the Court approve the Notice of Class Action Settlement and schedule a
25 formal fairness hearing.

26 Dated: February 26, 2025

NICHOLS KASTER, LLP

27 By: /s/Daniel S. Brome
28 Matthew C. Helland

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Daniel S. Brome
Attorneys for Plaintiffs and the putative class

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INTRODUCTION

Plaintiff Daniel Grentz (“Grentz”) hereby submits the following Memorandum of Law in support of Plaintiff’s Motion for Preliminary Approval of Class and Private Attorneys General Act (PAGA) Representative Action Settlement.

This case challenges the contents of American’s wage statements issued to Flight Attendants under California Labor Code § 226. Plaintiff contends that American improperly failed to include the actual hours worked and applicable rates of pay in its wage statements. The Parties reached this settlement efficiently, without drawn out litigation, and with a favorable result that strongly supports approval. There are three unique features of this case and this settlement of which the Court should be aware:

1. At the time this case was filed, American was involved in multiple other cases challenging its Flight Attendant pay practices. Those cases eventually resolved with a settlement that released the claims at issue in this case through December 31, 2023. Therefore, this case only covers the time period from January 1, 2024 forward.
2. As part of the settlement in this case, American is committed to making important changes to its Flight Attendant wage statements. American has been working for well over a year to modify the format of its wage statements so that they better reflect the requirements of Section 226, and these new wage statements will be implemented in summer 2025.
3. Finally, because the Parties did not know when the revised wage statements would go into effect, the settlement includes a clear escalator clause to ensure that the value for Class Members is not diluted with the passage of time. As a result, the total amount that American will pay under this agreement will be significantly more than the amount at the time of mediation. Although the final amount is not yet known, it will be determined using a straightforward formula (essentially, taking the value of the settlement at mediation and increasing it pro-rata based on time passed), and it is appropriate for the Court to consider approval now, so that Settlement Notice can be distributed close to Defendant’s new wage statements.

These three points illustrate the strength of the settlement here. Despite the limited exposure

1 following prior litigation, the Parties reached a settlement that delivers excellent value to the
2 Class Members, ensures that the wage statements will improve going forward, and compensates
3 flight attendants for the time required to update these wage statements.

4 The Parties will be able to determine the total class size and calculate the total value of the
5 Settlement in early July, 2025, around the time that Defendant begins issuing its updated wage
6 statements to Flight Attendants. The Parties agree that distribution of Settlement Notice close in
7 time to the implementation of these revised wage statements will most effectively inform Class
8 Members about the case. Plaintiff therefore submits this Motion now. The Parties propose to
9 submit a supplemental statement closer to the implementation of the updated wage statements,
10 confirming that the Settlement should proceed.

11 The Settlement Agreement is attached as **Exhibit A** to the accompanying declaration of
12 Daniel Brome (“Brome Dec.”). A redline version comparing the Settlement Agreement with the
13 Los Angeles County Superior Court Model Class Action and Representative PAGA Settlement is
14 attached as **Exhibit B**. Additionally, to facilitate preliminary approval, Plaintiff submits as
15 **Exhibit C** a version of the Los Angeles County Superior Court Checklist for Preliminary
16 Approval of Class Action Settlement, with annotations to identify where in the Settlement
17 Agreement or this Motion the relevant factors are addressed.

18 For purposes of this settlement only, all parties agree that the proposed Settlement Class
19 satisfies each of the requirements of Code of Civil Procedure section 382. The settlement is fair,
20 reasonable, and confers a substantial benefit to the entire class. Accordingly, under Rule of Court
21 3.769, Plaintiff requests that the Court grant preliminary approval of the Class Action and PAGA
22 Settlement Agreement (“Settlement”) submitted herewith, conditionally certify the Class, approve
23 the proposed Settlement Notice, and set a hearing date for final settlement approval.

24 **I. CASE FACTS, CLAIMS, AND PROCEEDINGS**

25 American is a major passenger airline that serves destinations within the United States and
26 around the world, with headquarters in Fort Worth, Texas. Plaintiff works as a flight attendant for
27 American. He is based at Los Angeles International Airport (“LAX”) and has been based there
28 for years.

1 Flight attendants are paid according to negotiated provisions set forth in the collective
2 bargaining agreement between American and the Association of Professional Flight Attendants,
3 the union that represents American’s U.S.-based flight attendants. Plaintiff does not take issue
4 with the substance of his pay in this lawsuit. Instead, Plaintiff alleged that the wage statements
5 American issues to flight attendants do not identify the total hours actually worked during the pay
6 period. Plaintiff alleged that the failure to identify the total hours worked violates Section 226 of
7 the California Labor Code. American denied Plaintiff’s claims, contended it has complied with all
8 applicable laws and regulations, including Section 226, further contended that Section 226’s
9 requirements are preempted or otherwise inapplicable to flight attendants, and regardless are
10 poorly suited to conveying flight attendant compensation as it has been negotiated, and denied
11 that this case is appropriate for class treatment.

12 Plaintiff filed his initial complaint on February 22, 2023. On February 24, 2023, Plaintiff
13 advised California’s Labor and Workforce Development Agency (“LWDA”) of the allegations.
14 On September 19, 2024, Plaintiff amended the complaint to add PAGA claims for civil penalties.

15 When this case was filed, Defendant informed Plaintiff and the Court of three pending
16 cases in California Superior Courts filed on behalf of flight attendants, bringing wage and hour
17 claims including claims for wage statement violations. (Brome Dec. ¶ 3.)¹ The parties to those
18 cases had reached a global settlement, and a preliminary approval hearing was then scheduled for
19 May 22, 2023. (*Id.*) Because of the potential overlap with the *Esteban* global settlement, the
20 Initial Status Conference in this case was continued by agreement of the Parties and with the
21 approval of the Court. (*Id.*)

22 Preliminary approval in *Esteban* was initially granted on October 27, 2023, with a
23 modified order issuing on November 9, 2023. (Brome Dec. ¶ 4.) The court in *Esteban* held a final
24 approval hearing on April 4, 2024, and granted final approval the same day. (*Id.*) Based on the
25 release contained in the *Esteban* settlement agreement, the parties agree that Plaintiff and the
26 class in this case released claims prior to December 31, 2023. (*Id.*) This case only covers claims

27 ¹ *Fowers v. American Airlines*, Alameda County Case No. RG19003762; *Berens v. American*
28 *Airlines*, San Francisco County Case No. CGC-20-585781; *Esteban v. American Airlines*, Los
Angeles Case No. 20STCV47361.

1 that accrued after that date. (*Id.*)

2 The Initial Status Conference was ultimately held on April 23, 2024. The Parties informed
3 the Court of their intention to participate in mediation, and the Court set a mediation cut-off of
4 August 23, 2024. Plaintiff served written discovery on May 8, 2024. (Brome Dec. ¶ 5.) Defendant
5 served written responses, and produced a variety of documents, including Plaintiff's wage
6 statements, electronic data reflecting Plaintiff's flight activity, documents explaining Flight
7 Attendant pay, and electronic data identifying Flight Attendants based in California during the
8 class period. (*Id.*)

9 Using this information, Plaintiff's Counsel engaged in diligent investigation and analysis
10 of Class Members' claims to prepare for mediation, and created a detailed model of Defendant's
11 exposure (described below as part of the *Kullar* analysis) based on these records. (Brome Dec. ¶
12 6.) The Parties engaged in a successful mediation with Jeffrey Fuchsman on August 16, 2024. (*Id.*
13 ¶ 7.) The Parties finalized the settlement thereafter, and now seek Court approval. (*Id.*)

14 II. SETTLEMENT TERMS

15 The Settlement resolves the wage statement claims of Plaintiff and the proposed
16 Settlement Class against American discussed above. A summary of the Settlement terms follows:

17 1. Settlement Amount – The Gross Settlement Amount includes \$2,700,000 plus
18 additional amounts that will be calculated according to a defined escalator clause. (Brome Dec.
19 Exh. A, ("Agt.") § 8.) As discussed below, this escalator clause ensures that the claims of all
20 Class Members will be fairly valued throughout the release period. The Parties anticipate that the
21 full amount will be calculable by approximately July 10, 2025.

22 2. Class Representative Service Payment – The Settlement provides for \$10,000 as a
23 service award, and in consideration for a general release. (Agt. § 3.2.1.)

24 3. Class Counsel's Fees and Costs – Plaintiff requests preliminary approval of fees of
25 27% of the Gross Settlement Amount, and up to \$15,000 for costs. (Agt. § 3.2.2.)

26 4. Net Settlement Amount – The Net Settlement Amount is the amount that will
27 remain of the Settlement Amount after deduction of amounts for attorneys' fees and costs, notice
28 and administrative expenses of approximately \$15,755, the Class Representative Service Payment

of \$10,000, a \$10,000 contingency fund, and a payment to the Labor Workforce Development Agency of \$56,250. (Agt. § 1.34.) This amount will be distributed on a pro rata basis to all Class Members, other than those who may opt out of the settlement, if any. (Agt. § 1.28.)

5. No Claims Made Procedure – Class Members will not be required to file claims in order to receive their share of the Net Settlement Amount, and no amount will revert to Defendant. Class Members may dispute the records of their pay periods worked as Flight Attendants based in California, by a specified challenge procedure. (Agt. § 7.6.)

6. Settlement Administration – The parties have selected ILYM Group, Inc. (hereinafter “ILYM”) to serve as the Settlement Administrator. (Brome Dec ¶ 8.) Among other things, the Administrator will distribute the Class Notice, assist in resolution of any disputes over the pay periods worked in the class period, draw and distribute checks to the Class Members, administer the Settlement Amount, prepare tax reporting, and report to the Court on the notice/opt out process and payment of the Settlement Amount. Individual notice will be mailed and emailed to all Class Members, whose contact information will be provided by Defendant. (Agt. § 7.)

7. Class Notice – The proposed Notice is closely based on the LA Model; it explains the terms of the settlement, their individual allocation, and how to object and/or opt out. (See Agt. Exh. A.)

8. Cy Pres – Checks not cashed within 180 days of mailing will be void, and all amounts from uncashed checks will be paid to the *cy pres* beneficiary, Legal Aid at Work, subject to Court approval. (Agt. § 4.4.3.).

9. Tax Treatment of Settlement Payments – Class Members’ payments will be treated as penalties, not subject to withholding, and reported on an IRS 1099 form. (Agt. § 3.2.4.1.)

10. Scope of Release – The Class Member release corresponds to the operative Complaint, releasing claims based on the form of Defendant’s wage statements (and related PAGA claims), with a narrow § 1542 waiver only as to the released claims, which does not expand the nature of the claims released. (Agt. § 5.)

III. PRELIMINARY APPROVAL IS WARRANTED HERE

A class action may not be dismissed, compromised, or settled without approval of the

1 Court. *See* Cal. Rule of Court 3.769; Fed. Rule Civ. Proc. 23(e).² Approval requires three steps:
2 (1) preliminary approval of the proposed settlement; (2) notice of the settlement to all class
3 members; and (3) a fairness hearing, or final approval hearing. Rule of Court 3.769. This
4 procedure preserves Class Members’ due process rights and the Court’s role as the guardian of
5 Class Members’ interests. *See* 4 *Newberg and Rubenstein* § 13.12, *et seq.*

6 The decision to approve a proposed settlement is committed to the sound discretion of the
7 court. *See Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal. App. 4th 116, 128; *Wershba v.*
8 *Apple Computer, Inc.* (2001) 91 Cal. App. 4th 224, 234-35. A decision approving a class
9 settlement may be reversed only for a clear abuse of discretion. *See Kullar*, 168 Cal. App. 4th at
10 128; *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1027. The preliminary evaluation
11 asks whether the settlement is within the “range of reasonableness,” and whether notice to the
12 class of the terms and conditions of the settlement, and the scheduling of a formal fairness
13 hearing, are worthwhile. *See Wershba*, 91 Cal. App. 4th at 234-35.

14 The Court must consider several factors, including “the strength of plaintiffs’ case, the
15 risk, expense, complexity and likely duration of further litigation, the risk of maintaining class
16 action status through trial, the amount offered in settlement, the extent of discovery completed
17 and the stage of the proceedings, [and] the experience and views of counsel.” *Kullar*, 168 Cal.
18 App. 4th at 128 (quoting *Dunk v. Ford Motor Co.* (1996) 48 Cal. App. 4th 1794, 1801). The court
19 may consider other factors as well when balancing each case with the settlement terms proposed.
20 *See Wershba*, 91 Cal. App. 4th at 245. The court must ensure that “the agreement is not the
21 product of fraud or overreaching by, or collusion between, the negotiating parties, and that the
22 settlement, taken as a whole, is fair, reasonable and adequate to all concerned.” *Hanlon*, 150 F.3d
23 at 1027. A presumption of fairness exists where: (1) the settlement is reached through arm’s-
24 length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to
25 act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of
26 objectors is small. *Id.* at 1802; *Wershba*, 91 Cal. App. 4th at 245. Here, the proposed Settlement
27

28 ² California courts may seek guidance from federal law regarding class certification issues. *See*
Green v. Obledo (1981) 29 Cal. 3d 126, 145-46.

1 provides substantial relief that is fair, reasonable, and adequate; it supports preliminary approval.

2 **A. THE SETTLEMENT IS ENTITLED TO THE**
3 **PRESUMPTION OF FAIRNESS.**

4 The Court should apply the presumption of fairness to this settlement because it was
5 reached through arm's-length bargaining, there was sufficient investigation and discovery, and
6 counsel is experienced in similar litigation. *Wershba*, 91 Cal. App. 4th at 245; *see also Clark v.*
7 *Am. Residential Servs. LLC* (2009) 175 Cal. App. 4th 785, 799. The Settlement was reached
8 following sufficient discovery of information and data prior to mediation, preparation of detailed
9 mediation briefs and damages models, and bargaining facilitated by an experienced mediator.
10 (See Brome Dec. ¶¶ 5–7.) In reaching settlement, counsel on both sides relied on their substantial
11 experiences in similar class actions, including other wage and hour matters for flight attendants,
12 and conducted thorough analysis of the legal and factual issues presented in this case. (See Brome
13 Dec. ¶¶ 11, 13.)

14 **B. THE SETTLEMENT IS WITHIN THE RANGE OF**
15 **REASONABLENESS.**

16 The Court should approve this settlement because the *Kullar* factors show that it is within
17 the range of reasonableness. The settlement delivers significant value to Class Members. At the
18 time of mediation, Plaintiff calculated the maximum amount recoverable for wage statement
19 violations was \$4,996,400.00 in total, comprised of \$2,454,900.00 in penalties under Labor Code
20 § 226, and \$2,541,500.00 in PAGA penalties. (Brome Dec. ¶ 6.)³ Accordingly, the \$2,700,000
21 settlement represented 54% of the maximum possible recovery – an excellent result.

22 As mentioned above, the Settlement includes an escalator clause that gives the same value
23 to future pay periods. (Agt. § 8.2.) At mediation, the settlement amounted to \$106.51 per Pay
24 Period. (*Id.*) That same value will be applied to all “any additional pay periods worked by Class
25 Members from September 1, 2024 until Defendant implements a revised wage statement that
26 includes actual duty hours worked by Class Members.” (*Id.*) In other words, the Settlement will
27

28 ³ Discussions of Plaintiff's Counsel's damages model relate to damages for the period from
January 1, 2024 through mediation. (Brome Dec. ¶ 6.)

1 value each pay period at more than the penalty amount available under Labor Code Section 226
2 (\$100 per pay period), notwithstanding Defendant’s arguments discussed below that could
3 eliminate or significantly reduce recovery of these penalties.

4 ***1. The strength of Plaintiff’s case, balanced against the risk, expense,***
5 ***complexity, and duration of further litigation, supports settlement.***

6 The California Labor Code requires employers to provide certain categories of
7 information on employees’ wage statements. Cal. Lab. Code § 226(a). In particular, wage
8 statements must show the rates of pay that applied during the pay period, the hours worked at
9 those rates, and the employee’s total hours worked. (*Id.*) American, like many airlines, has long
10 paid its flight attendants based on formulas that are driven by the scheduled or actual flight time
11 (meaning the time after a flight leaves the departure gate until it arrives at the destination gate,
12 without counting other work time). Other formulas may factor in the total time flight attendants
13 have been away from their base airport, or the total time they spend on duty during a day. As a
14 result, their pay may be disconnected from, or only partially related to, actual hours worked.

15 Over the past ten years, multiple airlines have been involved in litigation concerning the
16 contents of flight attendant wage statements, and courts have recognized that wage statements—
17 like those issued by Defendant—do not contain the required information. *See, e.g., Bernstein v.*
18 *Virgin America, Inc.* (N.D. Cal. 2017) 227 F.Supp.3d 1049, 1076; *Bernstein v. Virgin America,*
19 *Inc.* (9th Cir. 2021) 990 F.3d 1157, 1171; *Oman v. Delta Air Lines, Inc.* (N.D. Cal. 2017) 230
20 F.Supp.3d 986, 991; *Oman v. Delta Air Lines, Inc.* (N.D. Cal. 2022) 610 F.Supp.3d 1257, 1273;
21 *Ward v. United Airlines, Inc.* (N.D. Cal., Aug. 7, 2022) 2022 WL 3155047, at *6. Courts have
22 addressed many of the complex legal issues that could provide defenses. For example, the
23 California Supreme Court held that flight personnel who work less than 50% of their time in any
24 one state, but are based at California airports, are entitled to the protections of Labor Code § 226.
25 *Ward v. United Airlines, Inc.* (2020) 9 Cal. 5th 732, 760; *Oman v. Delta Air Lines, Inc.* (2020) 9
26 Cal. 5th 762, 773; *see also Gunther v. Alaska Airlines, Inc.* (2021) 72 Cal. App. 5th 334, 342
27 (affirming trial court’s decision that “because all the flight attendants who were the subject of
28 Gunther’s PAGA claim were based in California, these individuals were protected by section

226.”). The Ninth Circuit has also concluded that the dormant Commerce Clause does not preclude application of Section 226 to air carriers. *See Ward v. United Airlines, Inc.* (9th Cir.) 986 F.3d 1234, 1241; *Bernstein v. Virgin America, Inc.* (9th Cir. 2021) 3 F.4th 1127, 1136. The Ninth Circuit also rejected preemption under the Railway Labor Act and Airline Deregulation Act. *Ward*, 986 F.3d at 1242-1244. Given this recent authority within the industry, Plaintiff believes the merits of the claims are strong.

However, Defendant has advanced multiple arguments that could reduce or eliminate any recovery. First, the California Supreme Court recently held that wage statement claims under Section 226 are subject to a good faith defense, and Defendant believes that it had a good faith belief that its practices were lawful, which could avoid 226 penalties. *See Naranjo v. Spectrum Security Services, Inc.* (2024) 15 Cal.5th 1056 (“*Naranjo II*”). PAGA penalties are not subject to this defense. *Oman*, 610 F.Supp.3d at 1278 (“As a matter of law, violations of section 226(a) give rise to PAGA liability, regardless of any good faith defense.”). However, the amount of PAGA penalties are within the Court’s discretion. *See Carrington v. Starbucks Corp.* (2018) 30 Cal. App. 5th 504 (rejecting plaintiff’s request for nearly \$70 million in PAGA penalties and affirming the superior court’s imposition of .2% of the total penalties). Even if Plaintiff prevailed, recovery of the maximum penalty amounts remained unlikely. Defendant also argued that because of the way its collective bargaining agreement structured flight attendant pay, Plaintiff could only prove (at most) one violation per month, not two. These defenses make recovery of the maximum amount very unlikely, and illustrate the benefits of the Settlement here. If, for example, Plaintiff was able to obtain class certification and win on liability, but only proved one violation per month with a 50% PAGA reduction, the total penalty amount would be approximately \$1,862,825 – well below the Settlement Amount here. (Brome Dec. ¶ 6.) This strongly supports the Settlement.

Continued litigation would also be a lengthy process, with additional unknown risks. One California Supreme Court is illustrative. In 2001, employees of U.S. Bank filed an unpaid overtime lawsuit. *Duran v. U.S. Bank Nat. Assn.* (2014) 59 Cal. 4th 1, 14. The case was certified as a class and liability was tried over 40 days in 2007. *Id.* at 17-18. A year after the close of evidence, the Court issued a statement of decision finding liability. *Id.* at 20. The damages phase

1 resulted in a \$15 million verdict in 2009. *Id.* at 24. U.S. Bank appealed, and in 2014 – five years
2 after the \$15 million verdict and 13 years after the plaintiffs filed the case – the California
3 Supreme Court upheld the Court of Appeal’s complete reversal of the verdict. *Id.* at 50.

4 Here, by way of contrast, the Settlement ensures timely relief and substantial recovery of
5 the penalties Plaintiff contends are owed to the Settlement Class. The substantial risk of continued
6 litigation supports approval of the settlement.

7 **2. The risk of maintaining class action status through trial**

8 Defendant intended to oppose class certification absent a settlement. Defendant would
9 likely argue that variations in flight attendants’ schedules and the applicable pay formulas mean
10 that a violation is not automatic, and that class treatment is therefore not warranted. Plaintiff
11 disagrees, and believes that the Section 226 claims would have been successfully tried on a class-
12 wide basis using Defendant’s uniform wage statements and generally applicable pay rules from
13 the CBA. However, class certification is never automatic, and even if the Court initially certified
14 the class, decertification remains a risk if a class trial proved unmanageable. While Plaintiff
15 believes he would be ultimately successful in maintaining certification, the risk associated with
16 class certification warrants a discount at settlement.

17 **3. The amount offered in settlement**

18 The Settlement offers substantial relief for Class Members, and strongly supports approval
19 of the settlement. As noted above, the Settlement Amount represents approximately 54% of the
20 maximum value of the total penalties (Section 226 and PAGA) available. Given the risks inherent
21 in seeking and maintaining certification, proving liability, establishing damages, and avoiding any
22 reduction in PAGA penalties, Plaintiff believes this is an excellent result.

23 In addition to the monetary relief, the Settlement specifically provides that Defendant’s
24 revised wage statements will “include[] actual duty hours worked by Class Members.” (Agt. §
25 8.2.) This information is particularly important, since Flight Attendant pay is not always directly
26 correlated to hours worked, and Class Members will benefit from the inclusion of this information
27 on their wage statements so they can clearly understand how different flight assignments impact
28 their pay rates. The amount offered strongly supports settlement approval.

1 **4. *The extent of discovery and stage of the proceedings***

2 This case was settled early in litigation, but after Defendant served responses to formal
3 discovery and produced documents. (*See* Brome Dec. ¶ 5.) Through this discovery, Plaintiff’s
4 Counsel had ample information to adequately analyze Class Members’ claims, since Defendant
5 produced its pay policies (in the CBA), all wage statements for the Named Plaintiff, interrogatory
6 responses confirming that other Flight Attendants received the same format of wage statements,
7 and Class Member data showing which Flight Attendants were based in California airports during
8 the relevant time period. (*Id.*) Plaintiff’s Counsel analyzed these policies and data extensively and
9 thoroughly prior to mediation. (*Id.* ¶ 6.) This factor supports the fairness of this settlement.

10 **5. *The experience and views of counsel***

11 Plaintiff’s counsel are experienced wage and hour class action practitioners, with
12 particular experience representing flight attendants. (Brome Dec. ¶¶ 9–12; Exh. D.) They are
13 widely recognized by courts in California and across the country for their expertise representing
14 employees. (*Id.*) In Plaintiff’s Counsel’s view, the settlement provides excellent relief for Class
15 Members on an expedited basis, without the time and disruption of extended formal discovery.
16 (Brome Dec. ¶ 18.)

17 As mentioned above, several recent cases have addressed the application of California
18 wage and hour laws to flight crew personnel. Plaintiff’s Counsel in this case also represented the
19 Plaintiffs in *Oman v. Delta*, through multiple contested motions at the district court and on appeal
20 to the Ninth Circuit and the California Supreme Court. (Brome Dec. ¶ 11.) Defendant’s Counsel
21 here also represented United in *Ward v. United* and *Vidrio v. United*, which involved similarly
22 lengthy and contentious litigation. (Brome Dec. ¶ 13.) Counsel in this case are particularly
23 familiar with the factual details of this industry and legal issues impacting these claims. This
24 background helped Counsel to work efficiently to secure a settlement without drawn out
25 litigation. The Court should approve the settlement.

26 **C. THE PAGA SETTLEMENT WARRANTS APPROVAL.**

27 The PAGA portion of a settlement must be reviewed and approved by the Court. Cal. Lab.
28 C. § 2699(l)(2). While the statute does not provide specific standards for review of PAGA

1 settlements, courts “have a duty to ensure that the negotiated resolution of a PAGA claim is fair to
2 those affected.” *Turrieta v. Lyft, Inc.* (2024) 16 Cal. 5th 664, 693 (quotations and citation omitted).
3 PAGA settlements must be considered in the context of “the overall settlement of the case” and
4 need not allocate any portion of the recovery to PAGA penalties to warrant court approval.
5 *Nordstrom Com’n Cases* (2010) 186 Cal.App.4th 576, 589.

6 Here, the PAGA penalties flow only from the alleged wage statement violations; there are
7 no other claims. Additionally, the time period covered by the PAGA claim and the Section 226
8 claim is the same. As a result, the Class Members and the Aggrieved Employees cover the same
9 individuals. It is therefore very reasonable to allocate a small portion of the total settlement to
10 PAGA. *See Merante v. Am. Inst. for Foreign Study, Inc.* (N.D. Cal. July 25, 2022) 2022 WL
11 2918896, at *6 (approving settlement where PAGA allocation represented between .27% - 2% of
12 PAGA exposure, explaining “the Court’s analysis of the settlement of the PAGA claim is informed
13 by broader principles . . . and the significant recovery for the Rule 23 class, which suggests that the
14 settlement is within the range of reasonableness.”) Here, the \$75,000 PAGA allocation (Agt. §
15 1.34) represents 3% of the estimated value of the PAGA claims as calculated at mediation, and
16 2.8% of the gross settlement before applying the escalator clause. (Brome Dec. ¶ 19). This is
17 considerably more than the portions that are routinely approved in other hybrid class and PAGA
18 actions. *See, e.g., Vicerat v. Mistras Grp. Inc.* (N.D. Cal. Feb. 17, 2017) 2017 WL 661352, at ** 1,
19 3 (approving PAGA penalties worth 0.33% of gross settlement and worth 0.15% of total estimated
20 value of PAGA claims, and explaining “settlement of the PAGA claim may be substantially
21 reduced below its standalone settlement value without sacrificing its statutory purposes because
22 the non-PAGA settlement is relatively substantial.”); *Boyd v. Bank of Am.* (C.D. Cal. Nov. 18,
23 2014) 2014 WL 6473804, at *8 (approving PAGA penalties worth 0.32% of gross settlement);
24 *Alexander v. FedEx Ground* (N.D. Cal. Apr. 12, 2016) 2016 WL 1427358, at *2 (0.7% PAGA
25 allocation); *Vazquez v. USM Inc.* (N.D. Cal. Feb. 16, 2016) 2016 WL 612906, at *1 (0.67%); *Cruz*
26 *v. Sky Chefs* (N.D. Cal. Dec. 19, 2014) 2014 WL 7247065, at *3 (0.57%).

27 **D. THE REQUESTED FEES AND COSTS AND SERVICE**
28 **PAYMENTS ARE REASONABLE.**

1 Plaintiff and the Settlement Class are entitled to recover their attorneys' fees and costs for
2 their claims for wage statement and PAGA penalties. *See* Labor Code § 226(h) and 2699 (k)
3 (formerly 2699(g)). The Settlement Agreement provides that Plaintiff's Counsel will file a motion
4 for Class Counsel Fees Payment and Class Litigation Expenses Payment, including the Class
5 Representative Service Payment, no later than sixteen (16) court days prior to the Final Approval
6 Hearing. (Agt. § 3.2.1.) The current review of the requested fees, costs, and service payment at
7 ensures the fee request is reasonable so notice can be distributed to the Class Members; the
8 Court's ultimate decision will be made based on the separate motion.

9 ***1. The Common Fund Approach Should Apply Here.***

10 An award of attorneys' fees can be calculated as a percentage of a common fund. *See*
11 *Laffitte v. Robert Half Int'l Inc.* (2016) 1 Cal. 5th 480, 506; *Lealao v. Beneficial Cal., Inc.* (2000)
12 82 Cal. App. 4th 19, 26-30. Courts in California and elsewhere have long recognized the
13 "common fund" doctrine, which establishes that attorneys who create a common fund or benefit
14 for a group of persons may be awarded their fees and costs out of the fund. *Wershba*, 91 Cal.
15 App. 4th at 254 (recognizing both the "percentage of recovery" and "lodestar/ multiplier"
16 methods); *Lealao*, 82 Cal. App. 4th at 26-50 (discussing fees under common fund and fee-shifting
17 statutes and use of common fund as a "cross check" of fee-shifting award).

18 "Under California law, the 'percentage of fund method' is proper in class actions."
19 *Schneider v. Chipotle Mexican Grill, Inc.* (N.D. Cal. 2020) 336 F.R.D. 588, 600 (quoting *Laffitte*,
20 1 Cal. 5th at 506). The common fund doctrine rests on the commonsense notion that attorneys
21 should normally be paid by their clients, and that unless attorneys' fees are paid out of the
22 common fund, those who benefitted from the fund without contributing would be unjustly
23 enriched while the Plaintiff who created the fund faces the possibility of receiving no benefit
24 because his recovery might be consumed by expenses. *Laffitte*, 1 Cal. 5th at 489. Class Counsel
25 has undertaken representation at their own expense, with compensation contingent on providing a
26 benefit to the class. (Brome Dec. ¶ 16.) Class Members will now substantially benefit by the
27 terms of the Settlement. Because there is a defined and clearly traceable monetary benefit to the
28 class, the Court can base an award of attorneys' fees on the class members' benefit, using a

1 common fund approach to compensate Counsel. The requested fee is fair compensation for
2 obtaining an excellent result for the Class and, in doing so, undertaking complex, risky,
3 expensive, and time-consuming litigation on a contingent basis.

4 **2. The Percentage Requested by Class Counsel Is Reasonable.**

5 California courts have customarily approved payments of attorneys' fees of one third of
6 the common fund in comparable wage and hour class actions.⁴ Here, Class Counsel seek only
7 27% percent of the common fund, an amount that is eminently reasonable given the excellent
8 results achieved. Given that Class Counsel are requesting a relatively low percentage of the
9 common fund, the Court can defer any lodestar cross-check until the subsequent motion for
10 attorneys' fees. *Laffitte*, 1 Cal. 5th at 506 (trial courts "retain the discretion to forgo a lodestar
11 cross-check and use other means to evaluate the reasonableness of a requested percentage fee.").

12 **3. The Requested Costs Are Reasonable.**

13 Class Counsel further request reimbursement of actual litigation costs of no more than
14 \$15,000. Class Counsel have presented a detailed accounting of their costs showing actual costs
15 through February 21, 2025 of \$8,783.05.⁵ Class Counsel have reasonably incurred these costs
16 during the course of litigating this case and will continue to incur additional expenses throughout
17 the settlement approval, implementation, payment, and reporting process. Any approved but
18 unexpended costs will be reallocated to Class Members. (Agt. § 3.2.2.)

19 **4. The Requested Service Award Is Reasonable.**

20
21 ⁴ *Laffitte*, 1 Cal. 5th at 485 (upholding attorneys' fee award of 1/3 of common fund in
22 employment class action); *Betancourt v. Advantage Human Resourcing, Inc.*, (N.D. Cal. Jan. 28,
23 2016) 2016 WL 344532, at *8 (34.3%); *Boyd*, 2014 WL 6473804, at **9–10 (in wage and hour
24 class action, one-third of common fund); *Barrett v. The St. John Cos.* (L.A. County Super. Ct.,
25 No. BC 354278, July 9, 2009) (in a wage and hour class action, 33% award); *Case, et al. v.*
26 *Toyohara Am. Inc.*, (L.A. County Super. Ct., No. BC328111, May 31, 2006) (in a wage and hour
27 class action, 33% award); *Sunio v. Marsh USA, Inc.*, (L.A. County Super. Ct., No. BC328782,
28 Apr. 28, 2006) (in a wage and hour class action, 33% award); *Tokar v. GEICO*, (San Diego
County Super. Ct., No. GIC 810166, July 9, 2004) (approving award of attorney's fees of 33-
1/3% of recovery in a wage and hour class action); *Big Lots Overtime Cases* (San Bernardino
County Super. Ct., JCC Proceeding No. 4283, Feb. 4, 2004) (approving award of attorneys' fees
of one-third of the recovery); *Miskell v. Auto. Club of S. Cal.* (Orange County Super. Ct., No.
01CC09035, May 27, 2003) (same).

⁵ Brome Dec. ¶ 17, Exh. E. This figure does not include costs of settlement administration.

1 The Settlement calls for a \$10,000 Service Award for the Named Plaintiff, to recognize
2 his efforts in bringing this case that benefited a class of other Flight Attendants. In doing so,
3 Plaintiff Grentz took initiative that directly benefited others, while putting himself at risk by bring
4 a case against his current employer. Courts routinely approve class representative service
5 payments to compensate named plaintiffs for the services they provide and the risks they incur
6 during class action litigation. *See In re Cellphone Fee Termination Cases* (2010) 186 Cal. App.
7 4th 1380, 1393; *see also Bell v. Farmers Ins. Exch.* (2004) 115 Cal. App. 4th 715, 726 (upholding
8 “service payments” to named plaintiffs for efforts in bringing the case). In approving incentive
9 awards, courts frequently approve awards of \$15,000 or more to individual class representatives.⁶

10 Here, the requested Service Payment is less than this amount, and is supported by his
11 declaration that states he has spent approximately 20 – 30 hours on this case, communicating with
12 counsel, providing documents, researching other flight attendant cases, and communicating with
13 other flight attendants about the issues addressed in this case. (Grentz Dec. ¶ 6.) The requested
14 Service Payment is reasonable and the Court should approve it for purposes of allowing notice,
15 subject to final approval.

16 **IV. THE COURT SHOULD APPROVE THE PROPOSED NOTICE.**

17 In order to protect the rights of absent Class Members, the court must provide the best
18 notice practicable of a potential class action settlement. Here, the Notice is closely based on the
19 LA Superior Court Model, and it clearly and accurately informs Class Members about the case
20 and the terms of the Settlement. (*See* Agt. Exh. A.) It will contain each Class Member’s estimated
21 individual payment, the number of pay periods used for that calculation, and information about
22 how to challenge the data. (*Id.*) The Notice includes the date and location of the final approval

23 ⁶ *See, e.g., Ridgeway v. Wal-Mart Stores Inc.* (N.D. Cal. 2017) 269 F. Supp. 3d 975, 1003
24 (approving \$15,000 to nine named plaintiffs in wage and hour class action); *Boyd*, 2014 WL
25 6473804, at *7 (\$15,000 to class representatives in wage and hour class action); *Hasty v. Elec.*
26 *Arts, Inc.*, No. CIV 444821 (San Mateo County Super. Ct., Sept. 22, 2006) (\$30,000 to the class
27 representative in a wage and hour class action); *Butler v. Countrywide Home Loans, Inc.*, No. BC
28 268250 (L.A. County Super. Ct. June 27, 2005) (in a wage and hour class action, \$150,000 to two
named plaintiffs and \$115,000 to third named plaintiff); *Meewes v. ICI Dulux Paints*, No. BC265880
(L.A. County Super. Ct. Sept. 19, 2003) (\$50,000, \$25,000 and \$10,000 to the named plaintiffs);
Mousai v. E-Loan, Inc. (N.D. Cal. May 31, 2007) No. C 06-01933 SI (service award of \$20,000 to
named plaintiff in wage and hour case).

1 hearing, the procedure to object to the Settlement, or to opt out of the Settlement. Accordingly,
2 the Notice complies with the standards of fairness, completeness, and neutrality required of a
3 settlement notice disseminated under authority of the Court. *Manual* § 21.312.

4 Additionally, the procedures for distribution of notice are appropriate. Within 15 business
5 days of preliminary approval, Defendant will provide the Class Data to the Administrator; the
6 Administrator will distribute notice by mail and email within 14 days of receipt of the data, after
7 updating addresses using the National Change of Address database. (Agt. § 7.4.1.) The Agreement
8 provides for appropriate re-mailing procedures and an extended notice deadline for undeliverable
9 notices. (*Id.* §§ 7.4.2., 7.4.3.) Because the Class Members are Defendant’s current and former
10 employees, notice in this matter is simpler than in other types of class actions. The proposed
11 notice plan, including email and first-class mail, should be approved.

12 **V. THE COURT SHOULD APPROVE THE ADMINISTRATOR AND**
13 **CY PRES RECIPIENT.**

14 The parties have selected ILYM Group (“ILYM”), an experienced claims administrator, to
15 serve as the Settlement Administrator to administer the mailing of class notice and to administer
16 various components of the proposed settlement.⁷ As described in the accompanying declarations,
17 ILYM is well-qualified, has no conflicts, and provided a very reasonable bid.

18 Legal Aid at Work is a non-profit organization “that provides civil legal services to the
19 indigent and pro bono employment law advice to low-income communities.” *Moore v. PetSmart,*
20 *Inc.* (N.D. Cal. Aug. 4, 2015) 2015 WL 5439000, at *8 (approving designation as *cy pres*
21 recipient, noting that “the work performed by the Employment Law Center bears a substantial
22 nexus to the interests of the class members” in a wage and hour case). Legal Aid at Work “works
23 to ensure that all workers benefit from the laws that regulate pay and work hours.” *Eddings v.*
24 *Health Net, Inc.* (C.D. Cal. June 13, 2013) 2013 WL 3013867, at *4. Accordingly, Legal Aid at
25 Work is an appropriate *cy pres* recipient here, and furthers the objectives underlying the statutes
26 at issue and the interests of silent class members. *Bernstein v. Virgin America, Inc., Inc.* (N.D.
27 Cal. Nov. 3, 2023) 2023 WL 7284158, at *1 (approving Legal Aid at Work as *cy pres* beneficiary
28

⁷ Brome Dec., ¶ 8; Stonehouse Dec.

1 in flight attendant settlement); *McCulloch v. Baker Hughes Inteq Drilling Fluids, Inc.* (E.D. Cal.
2 Nov. 27, 2017) 2017 WL 5665848, at *6 (approving Legal Aid at Work as cy pres beneficiary in
3 wage and hour class and collective settlement).

4 **VI. CONDITIONAL CERTIFICATION OF THE CLASS IS** 5 **WARRANTED**

6 California law and policy favor the fullest and most flexible use of the class action
7 procedure, so doubts as to the appropriateness of certification should be resolved in favor of
8 certification. *See Sav-On Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 339–40;
9 *Vasquez v. Superior Court* (1971) 4 Cal.3d 800, 821. Class certification is appropriate when (1)
10 the class is ascertainable, and (2) there is a well-defined community of interest in the questions of
11 law and fact involved affecting the parties to be represented. *Sav-On*, 34 Cal. 4th at 326; *Linder v.*
12 *Thrifty Oil Co.* (2000) 23 Cal.4th 429, as modified (Aug. 9, 2000) at 435. The “community of
13 interest” considers: (1) predominant common questions of law or fact; (2) class representatives
14 with typical claims or defenses; and (3) class representatives who can adequately represent the
15 class. *Sav-On*, 34 Cal. 4th at 326. Finally, the court must determine that a class action proceeding
16 is the superior means for the fair and efficient adjudication of the litigation. *Id.* at 326. Here, each
17 of the requirements for class certification is met.

18 Because Plaintiff challenges a uniform practice of failing to include certain information on
19 Flight Attendant wage statements, this case is well-suited for class certification. *See Oman v.*
20 *Delta Air Lines, Inc.* (N.D. Cal., Sept. 22, 2023) 2023 WL 6226369, at *1 (certifying wage
21 statement class). While defendant reserves all arguments with regard to the certification of a
22 litigation class, it does not oppose the certification of a settlement class.

23 **A. THE PROPOSED CLASS IS ASCERTAINABLE.**

24 Members of the Settlement Class are ascertainable through Defendant’s own records. *See*
25 *Rose v. City of Hayward* (1981) 126 Cal. App. 3d 926, 932 (finding that “[c]lass members are
26 ‘ascertainable’ where they may be readily identified without unreasonable expense or time by
27 reference to official records”). Defendant has already compiled the necessary information to
28 identify Class Members through the date of mediation, and will be able to easily identify any new

1 Class Members. The ascertainability requirement is thus met.

2 **B. THE PROPOSED CLASS IS SUFFICIENTLY NUMEROUS.**

3 The numerosity requirement is met if the class is so large that joinder of all members
4 would be impracticable. *See Gentry v. Superior Court* (2007) 42 Cal.4th 443, 460. As of
5 mediation, Defendant's records reflected approximately 1,732 Class Members. (Agt. § 4.1.)
6 Joinder of all of these individuals would be impracticable.

7 **C. THE COMMONALITY REQUIREMENT IS MET.**

8 This case presents common issues of law and fact regarding American's wage statements
9 and class members' entitlement to the protection of California law. Defendant's discovery
10 responses indicate that it issued the same form of wage statements to all California-based flight
11 attendants. (Brome Dec. ¶ 5.) Plaintiff contends this Court could determine as a matter of law that
12 the form of wage statements failed to comply with California law. These facts support
13 commonality. Where, as here, the defendant employer's policy or conduct is uniformly directed at
14 a class of employees the impact of the policies satisfies commonality. *See Sav-On*, 34 Cal. 4th at
15 331 (common issue was whether the employer properly classified grocery store managers as
16 exempt from California's overtime requirements); *accord Tyson Foods, Inc. v. Bouaphakeo*
17 (2016) 577 U.S. 442, 463 ("the same evidence will suffice for each member to make a prima facie
18 showing or the issue is susceptible to generalized, class-wide proof."). The existence of "shared
19 legal issues with divergent factual predicates is sufficient" to meet the commonality requirement.
20 *Parra v. Bashas', Inc.* (9th Cir. 2008) 536 F.3d 975, 978 (citation and internal quotations
21 omitted). Here, the evidence and arguments upon which the class's claims rest are common.

22 **D. THE TYPICALITY REQUIREMENT IS MET.**

23 The Named Plaintiff's wage statement claims are typical of the class because the Named
24 Plaintiff received the same form of wage statement that other class members received. The
25 representative claims need not be substantially identical, they are typical if they are reasonably
26 similar with those of absent class members. *B.W.I. Custom Kitchen v. Owens-Illinois, Inc.* (1987)
27 191 Cal. App. 3d 1341, 1347; *see also Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011,
28 1020. Additionally, the Named Plaintiff has no conflicts of interests with the Class, sharing in a

1 desire to recover for Defendant's alleged wrongs. (Grentz Dec. ¶¶ 3–4.)

2 **E. THE ADEQUACY REQUIREMENT IS MET.**

3 Plaintiff can adequately represent the class where he is represented by qualified counsel
4 and has interests aligned with the class. *McGhee v. Bank of Am.* (1976) 60 Cal. App. 3d 442, 450.

5 Plaintiff has shown himself to be a more than adequate representative of the class, as he
6 shares interests with the Settlement Class and has pursued those interests vigorously. Plaintiff has
7 devoted time and effort to prosecuting the class claims, including gathering and organizing
8 documents and assisting counsel with investigating the case. The firm seeking to represent the
9 Settlement Class is well qualified to do so.⁸ *See, e.g., Lewis v. Starbucks Corp.* (E.D. Cal., Sept.
10 11, 2008) 2008 WL 4196690, at *3 (where "Plaintiff's counsel have been shown to have
11 significant class action experience," "adequacy of representation [may be] based on this fact
12 alone"). The adequacy requirement is thus met.

13 The Settlement presents no conflicts, as Plaintiff and all the Settlement Class Members
14 will receive a pro rata portion of the Net Settlement Amount based on the pay periods worked in
15 the class period. Thus, no settlement allocation questions are raised here. *See Hanlon*, 150 F.3d at
16 1020-21. Moreover, "[p]otential plaintiffs are not divided into conflicting discrete categories,"
17 since they all claim wage statement penalties while working as Flight Attendants based in
18 California. *Id.* at 1021. Finally, any Settlement Class Member who wishes to opt out of the
19 Settlement to pursue his or her own individual claims may do so. *See id.*

20 **F. COMMON ISSUES PREDOMINATE AND CLASS-WIDE** 21 **SETTLEMENT IS SUPERIOR TO OTHER AVAILABLE** 22 **METHODS OF RESOLUTION.**

23 Class certification is authorized where common questions of law and fact predominate
24 over individual questions, and where classwide treatment of a dispute is superior to individual
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28 ⁸ Brome Dec. ¶¶ 9–11, Exh. D (setting forth attorneys' qualifications, including successful
representation of settlement classes in similar flight attendant cases and wage and hour cases).

litigation.⁹ *See Sav-On*, 34 Cal. 4th at 326. The test is whether proposed classes are sufficiently cohesive to warrant adjudication by representation. *See Hanlon*, 150 F.3d at 1022. The Settlement Class in this case is sufficiently cohesive, since all members share a “common nucleus of facts and potential legal remedies.” *See id.* Plaintiff and Settlement Class Members seek penalties for Defendant’s incomplete wage statements. The Settlement Class Members share the same remedies. Thus, this Class may be certified for settlement purposes.

Furthermore, particularly in the settlement context, class resolution is superior to other available methods for the fair and efficient adjudication of the controversy. *See Hanlon*, 150 F.3d at 1023; *Dunk*, 48 Cal. App. 4th at 1807 n.19; *Starbucks Corp.*, 2008 WL 4196690, at *4 (“as the parties have already agreed on a settlement, ‘the desirability of concentrating the litigation in one forum is obvious.’”) (citation omitted). The superiority requirement involves a “comparative evaluation of alternative mechanisms of dispute resolution.” *Hanlon*, 150 F.3d at 1023. Here, as in *Hanlon*, the alternative methods of resolution are individual claims for a relatively small amount of damages. *See id.* Class certification in this case will provide substantial benefits to the litigants and the Court. A class action is the preferred method of resolution. The Court should conditionally certify the class for settlement purposes.

VII. TIMELINE

The following schedule sets forth a proposed sequence for the relevant dates and deadlines, as specified in the Settlement Agreement. This schedule is also incorporated in the Proposed Order lodged herewith.

Preliminary approval hearing	5/19/25	
Parties to file a supplemental statement confirming new wage statements are being implemented	6/16/25	
Preliminary approval order	7/3/25	Once revised wage statements are implemented
Defendant to provide data to administrator and class counsel	7/24/25	15 business days after preliminary approval (Agt. § 4.2.)

⁹ When assessing predominance and superiority, a court may consider that the class will be certified for settlement purposes only, and that manageability of trial is therefore irrelevant. *See Amchem Prods., Inc. v. Windsor* (1997) 521 U.S. 591, 620.

1	Notice distributed	8/7/25	Within 14 days after receiving data (Agt. § 7.4.1.)
2	File final approval motion	9/24/25	16 court days before final approval hearing (Agt. § 10.)
3	File motion for attorneys' fees	9/24/25	16 court days before final approval hearing (Agt. § 3.2.1.)
4	Defendant may file a motion seeking court approval of the reformatted form of wage statement	9/24/25	Same time as final approval motion. (Agt. § 10.6.)
5	End of notice period	10/6/25	60 days (Agt. § 7.5.1.)
6	Final approval hearing, order	10/16/25	
7	Effective date		If no objections, date final approval/ judgment is entered. If objections, then when time to file an appeal expires.
8	Funding		10 business days after effective date. (Agt. § 4.3.)
9	Payments distributed		14 days after funding (Agt. § 4.4.)

CONCLUSION

For the foregoing reasons, the Parties' request that the Court grant preliminary approval of this settlement, certify the settlement class, appoint Plaintiff's Counsel as Class Counsel and Plaintiff as the Class Representative, make a preliminary finding that the settlement is fair, reasonable and adequate, approve the *cy pres* recipient, approve the notice administrator and approve the Parties' proposed notice plan.

Dated: February 26, 2025

NICHOLS KASTER, LLP

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