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and on behalf of all others similarly situated
and as a representative of aggrieved employees

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN LOS ANGELES**

DIVYA K. PURSLEY, individually and on
behalf of all others similarly situated,

Plaintiff,

vs.

SLING FLYING CLUB, LLC, a California
Limited Liability Company; and DOES 1
through 25,

Defendants.

Case No.: 23STCV27865
Assigned to Hon. Lawrence P. Riff

[PROPOSED] ORDER:
**(1) PRELIMINARILY APPROVING
CLASS ACTION
SETTLEMENT;**
**(2) CONDITIONALLY
CERTIFYING A CLASS FOR
SETTLEMENT PURPOSES
ONLY;**
**(3) APPROVING THE NOTICE OF
SETTLEMENT; AND**
**(4) SETTING A HEARING ON
MOTION FOR FINAL
APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: December 11, 2024
Time: 10:00 a.m.
Place: SSC-7

Complaint Filed: November 14, 2023

The Court, having considered Plaintiff Divya Pursley's Motion for Preliminary
Approval of Class and Representative Action Settlement and the papers filed in support
thereof, including the parties' Class Action and PAGA Settlement Agreement and Notice

1 (“Settlement Agreement”) executed by Plaintiff and Defendant Sling Flying Club, LLC, and
2 attached as Exhibit 1 to the Declaration of Aaron Gundzik in Support of Plaintiff’s Motion
3 for Preliminary Approval, makes the following findings:

4 1. The parties to this action are Plaintiff Divya Pursley (“Plaintiff”) and
5 Defendant Sling Flying Club, LLC (“Defendant”).

6 2. After participating in an arms’-length mediation, Plaintiff and Defendant
7 have agreed to a proposed settlement of this action on behalf of the class that Plaintiff seeks
8 to represent. The terms of the proposed settlement are fully set forth in the Settlement
9 Agreement.

10 3. The terms of the proposed settlement include the following:

11 a. The proposed Class consists of all individuals who were employed by
12 Defendant Sling in California as flight instructors during the Class Period.

13 b. The proposed Class Period is from November 14, 2019, through
14 September 16, 2024.

15 c. The Aggrieved Employees are all persons employed by Sling in
16 California and classified as a Flight Instructor who worked for Sling during the PAGA
17 Period.

18 d. The PAGA Period is from November 14, 2022, to September 16,
19 2024.

20 e. In settlement, Defendant will pay the gross amount of \$630,000. From
21 the gross settlement amount, the parties propose to deduct an Administration Expense
22 Payment in the amount of \$6,700, PAGA Penalties totaling \$20,000, a Class Representative
23 Service Payment to Plaintiff of up to \$10,000, a Class Counsel Litigation Expenses Payment
24 not to exceed \$25,000, and a Class Counsel Fees Payment, not to exceed \$210,000.

25 f. 75% of the \$20,000 in PAGA Penalties will be paid to the LWDA.
26 The other 25% will be divided among the Aggrieved Employees based on the formula
27 specified in the Settlement Agreement.

1 g. The Net Settlement Amount, which is the amount remaining after the
2 forgoing deductions, as approved by the Court, will be distributed to Participating Class
3 Members in accord with the formula specified in the Settlement Agreement.

4 4. The Parties propose that notice of this proposed settlement be sent to all Class
5 Members by regular mail and that Class Members shall have forty-five (45) days to opt out
6 of or object to the settlement.

7 5. The proposed Class Counsel are experienced, and, in their view, the proposed
8 settlement is fair and reasonable.

9 6. The notice procedure set forth in the Settlement Agreement will adequately
10 notify the Class of the settlement and of their right to opt out or object.

11 7. The Settlement Agreement and Class Notice include a proposed release
12 which will bind those Class Members who do not opt out of the Class.

13 Based upon the foregoing, **IT IS HEREBY ORDERED THAT:**

14 8. The motion is granted. The Court preliminarily finds that the proposed
15 settlement is fair and reasonable to the proposed Class.

16 9. The class action settlement, as set forth in the Settlement Agreement, is
17 preliminarily approved pursuant to Rules of Court 3.766 and 3.769.

18 10. The proposed class is provisionally certified as an opt-out class action under
19 Section 382 of the Code of Civil Procedure solely for the purpose of the settlement of this
20 matter, with the class defined as specified above and in the Settlement Agreement.

21 11. Plaintiff Divya Pursley is appointed as the class representative for the
22 provisionally certified class.

23 12. Aaron C. Gundzik, Rebecca G. Gundzik and Daniel Holzman are appointed
24 as Class Counsel for the provisionally certified class.

25 13. Phoenix Settlement Administrators is approved as the Administrator.

26 14. The Class Notice in substantially the form attached to the Settlement
27 Agreement is approved and the Administrator is authorized to send the Class Notice to the
28 provisionally certified Class.

1 15. The Court directs the Administrator to mail the Class Notice to the Class
2 Members in a manner consistent with the Settlement Agreement.

3 16. The Court preliminarily approves of the Class Member and Aggrieved
4 Employee release in the Settlement Agreement.

5 17. The Court directs that all objections to the Settlement be sent to the
6 Administrator and postmarked no later than forty-five (45) calendar days after the Class
7 Notice is mailed.

8 18. The Court directs that all requests for exclusion must be sent to the
9 Administrator and postmarked no later than forty-five (45) calendar days after the Class
10 Notice is mailed or re-mailed.

11 19. A Final Approval Hearing on the question of whether the proposed class
12 settlement should be finally approved as fair, reasonable, and adequate as to the members
13 of the proposed settlement class, for approval of Class Counsel Fees Payment and Class
14 Counsel Litigation Expenses Payment, for approval of the Class Representative Service
15 Payment, for approval of the Administrative Expenses Payment and for approval of the
16 PAGA Penalties and payment of such penalties to the LWDA and Aggrieved Employees is
17 set for _____ in Department 7 of the above-entitled
18 Court.

19 20. The Court orders that the papers in support of the final approval of the
20 settlement and Plaintiff's award of attorneys' fees and costs shall be filed 16 court days
21 before the hearing.

22 21. Based on the terms of the Settlement Agreement, the following sets forth the
23 proposed schedule of events to occur with respect to the effectuation of the settlement:

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Event	Date
Deadline for Defendant to provide Class data to settlement administrator	within 15 calendar days of preliminary approval
Deadline to mail Notice of Settlement to Class Members	within ten calendar days of receipt of class data from Defendant

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Event	Date
Deadline to challenge Class Member Compensation, PAGA Pay Periods, opt out of or object to settlement	within 45 days of mailing Notice of Settlement
Deadline to file motion for final approval of the settlement and award of attorneys' fees and costs	16 court days before final approval hearing
Hearing on motion for final approval of the settlement, granting of final approval, and entry of judgment	_____, 2025 at _____

Dated: _____
Hon. Lawrence P. Riff