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

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

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

14 Plaintiff,

15 vs.

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

18 Defendants.

Case No.: 23STCV27865
Samantha P. Jessner
Department SSC-7

**[PROPOSED] ORDER OF FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: June 16, 2025
Time: 10:00 a.m.
Place: SSC-7

Complaint Filed: November 14, 2023

1 The Court, having considered Plaintiff Divya Pursley’s Motion for Final Approval of
2 Class Action and PAGA Settlement and the papers filed in support thereof, including the
3 parties’ First Amended Stipulation of Class Action and PAGA Agreement (“Settlement
4 Agreement”), having granted preliminary approval on March 12, 2025, having directed that
5 notice be given to all Class Members of preliminary approval of the Settlement Agreement
6 and the final approval hearing and the right to be excluded from or object to the settlement,
7 having read and considered all of the papers of the parties and their counsel, and having
8 received no objections to the settlement, and good cause appearing therefor,

9 IT IS HEREBY ORDERED, ADJUDGED AND DECREED THAT:

- 10 1. The Motion for Final Approval of the settlement is granted;
- 11 2. The parties to this action are Plaintiff Divya Pursley (“Plaintiff”) and
12 Defendant Sling Flying Club, LLC (“Defendant” or “Sling”).
- 13 3. After participating in an arms’ length mediation, Plaintiff and Defendant have
14 agreed to a proposed settlement of this action on behalf of the class that Plaintiff seeks to
15 represent. The terms of the proposed settlement are fully set forth in the Settlement
16 Agreement attached as Exhibit 1 to the Declaration of Aaron Gundzik in Support of Motion
17 for Final Approval of Class Action Settlement.
- 18 4. This Court has jurisdiction over the subject matter of this action (the
19 “Action”) and over all parties to the Action, including the Representative Plaintiff and the
20 Class Members.
- 21 5. The terms used in this Order have the meaning assigned to them in the
22 Settlement Agreement.
- 23 6. The Court finds that the Class consists of all persons employed by SLING in
24 California and classified as Flight Instructors who worked for SLING during the Class
25 Period.
- 26 7. The Class Period is from November 14, 2019, through September 9, 2024.
- 27 8. The Aggrieved Employees are all persons employed by SLING in California
28 and classified as a Flight Instructor who worked for SLING during the PAGA Period.

1 9. The PAGA Period is from November 14, 2022, through September 9, 2024.

2 10. In settlement, Defendant will pay the gross amount of \$630,000 and will
3 separately pay the employer's share of all payroll taxes. From the gross settlement amount,
4 the parties propose to deduct fees for settlement administration costs in the amount of
5 \$6,700, PAGA Penalties totaling \$20,000, a Class Representative Service Payment to
6 Plaintiff of \$10,000, a Class Counsel Litigation Expenses Payment in the amount of
7 \$14,238.17, and a Class Counsel Fees Payment in the amount of \$210,000.

8 11. 75% of the \$20,000 in PAGA Penalties will be paid to the LWDA. The other
9 25% will be divided among the Aggrieved Employees based on the formula specified in the
10 Settlement Agreement.

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

14 13. No Class Members submitted timely requests to be excluded from the
15 settlement. Therefore, all members of the Class are Participating Class Members and will
16 receive settlement payments and be bound by the releases and Judgment.

17 14. Neither the settlement, nor any of the terms set forth in the Settlement
18 Agreement, constitute any admission by Defendant, or any of the other Released Parties, of
19 liability to the Representative Plaintiff or any Class Member, nor does this Final Approval
20 Order constitute a finding by the Court of the validity of any of the claims alleged in the
21 Action, or of any liability of Defendant or any of the other Released Parties.

22 15. The Court finds that the Notice of Class Action Settlement ("Notice of
23 Settlement") has been mailed to all Class Members as previously ordered by the Court, and
24 that such Notice of Settlement fairly and adequately described the terms of the proposed
25 Settlement Agreement, the manner in which the Class Members could object to or
26 participate in the settlement, and the manner in which Class Members could opt out of the
27 Class, was the best notice practicable under the circumstances, was valid, due and sufficient
28 notice to all Class Members, and complied fully with Civil Code §1781(e), Rule of Court

1 3.769, due process and all other applicable laws. The Court further finds that a full and fair
2 opportunity has been afforded to Class Members to participate in the proceedings convened
3 to determine whether the proposed Settlement Agreement should be given final approval.

4 16. The Court finally approves of the distribution of the Net Settlement Amount
5 to the Participating Class Members. Participating Class Members are not required to submit
6 a claim form in order to receive payment. Rather, the gross amount paid to each
7 Participating Class Member will be based on the amount of the Class Period Compensation
8 (as defined in the Settlement Agreement) each Participating Class Member earned while
9 employed by Defendant in California during the Class Period.

10 17. The Court finds that the Settlement Agreement is fair, reasonable and
11 adequate as to the Class, the named Plaintiff and Defendant, and is the product of good faith,
12 arms' length negotiations between the parties, and further, that the Settlement Agreement is
13 consistent with public policy, and fully complies with all applicable provisions of law.
14 Accordingly, the Court hereby finally and unconditionally approves the Settlement
15 Agreement and specifically approves of the allocation of the Gross Settlement Amount of
16 \$630,000 ("Gross Settlement Amount") as follows:

17 a. The Court approves of the payment of Settlement Administration Costs of
18 \$6,700 to Phoenix Settlement Administrators.

19 b. The Court approves of a Service and Release Payment in the amount of
20 \$10,000 to Representative Plaintiff Divya Pursley, as payment for her time and efforts in
21 pursuing this Action, for the risks she has undertaken, and as additional compensation for
22 the expanded release she is providing;

23 c. The Court approves of Class Counsel's attorneys' fees request of \$210,000,
24 which is one-third of the Gross Settlement Amount, finding that it is reasonable in light of
25 the benefit provided to the Class.

26 d. The Court approves of Class Counsel's request for reimbursement of
27 litigation costs and expenses in the amount of \$14,248.17.

28

1 e. The Court approves of a payment to the Labor and Workforce Development
2 Agency (“LWDA”) in the amount of \$15,000 and a payment of \$5,000 to the Aggrieved
3 Employees (to be distributed based on the number of PAGA Pay Periods that they worked
4 during the PAGA Period) in settlement of claims under the California Labor Code Private
5 Attorneys General Act (“PAGA”).

6 f. The Court approves of payment of the remainder of the Gross Settlement
7 Amount (the “Net Settlement Amount”), approximately \$369,051.83, to the Participating
8 Settlement Class Members, pursuant to the terms of the Settlement Agreement, Paragraph
9 3.2.4, and that all settlement payments be deemed twenty percent (20%) wages and eighty
10 percent (80%) interest and penalties.

11 g. If a Participating Class Member’s settlement check(s) is not cashed within
12 180 days of issuance, it shall be voided and the funds from all such uncashed checks shall be
13 sent to the California State Controller as unclaimed property in the name of the Settlement
14 Class Member.

15 18. The Court approves of the following implementation schedule for further
16 proceedings:

17 • Settlement Effective Date: Pursuant to Paragraph 1.20 of the Settlement
18 Agreement, the Effective Date is the date of entry of this “Final Approval Order,” as there
19 have been no objections to the settlement.

20 • Deadline for Defendant to deliver the Gross Settlement Amount of \$630,000
21 plus the employer’s portion of payroll taxes to the Settlement Administrator: Defendant
22 shall deliver \$315,000 within 60 calendar days after the Effective Date, and shall deliver
23 \$315,000, plus the employer’s withholding share within 240 calendar days of the Effective
24 Date.

25 • Mailing of Payments to Class Members: Within ten (10) calendar days of
26 Defendant’s deposit of the total Gross Settlement Amount and employer’s portion of payroll
27 taxes with the Settlement Administrator.

- 1 • Payment to the Class Representative: Within ten (10) days of Defendant's
2 deposit of the Gross Settlement Amount and employer's portion of payroll taxes.
- 3 • Payment to Class Counsel of Class Counsel's attorneys' fees and Class
4 Counsel's costs: Within ten (10) days of Defendant's deposit of the Gross Settlement
5 Amount and employer's portion of payroll taxes.
- 6 • Payment to the Settlement Administrator: Within ten (10) days of
7 Defendant's deposit of the Gross Settlement Amount and employer's portion of payroll
8 taxes.
- 9 • Final Report from the Settlement Administrator: _____.
- 10 19. A non-appearance review is set for _____.

11
12 Dated: _____

Hon. Samantha P. Jessner