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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF ORANGE**

MICHAEL P. GONZALEZ, individually, on
behalf of all others similarly situated, the State of
California, and other aggrieved employees,

Plaintiff,

v.

FLOOD MANAGEMENT SERVICES, INC., a
California corporation; and DOES 1 through
10, inclusive,

Defendants.

Case No.: 30-2024-01403048-CU-OE-CXC

*[Assigned for all purposes to: Hon. Layne H.
Melzer, Dept. CX102]*

**[PROPOSED] ORDER GRANTING
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Preliminary Approval Hearing:

Date: May 21, 2026

Time: 2:00 p.m.

Dept.: CX102

Reservation No.: 74664307

Complaint filed: May 31, 2024

FAC filed: October 23, 2024

Trial date: Not set

1 **[PROPOSED] ORDER**

2 Having reviewed Plaintiff Michael P. Gonzalez's ("Plaintiff" or "Class Representative")
3 Motion for Preliminary Approval of Class Action Settlement ("Motion"), the Declaration of
4 Benjamin H. Haber, the Declaration of Alan Wilcox, Plaintiff's declaration, and the Class
5 Action and PAGA Settlement Agreement and Class Notice (the "Settlement" or "Settlement
6 Agreement") between Plaintiff and Defendant Flood Management Services, Inc. ("Defendant"
7 and together with the Plaintiff, the "Parties"), and good cause appearing, the Court finds and
8 orders as follows:

9 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
10 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
11 The Court grants preliminary approval of the Settlement and the class (defined as: all current and
12 former employees of Defendant in the State of California who worked in a non-exempt capacity at any
13 time between May 31, 2020 and December 31, 2024 (the "Class Period") (each a "Class
14 Member" and collectively the "Class") based on the terms set forth in the Settlement Agreement.
15 The Settlement Agreement was originally attached as **Exhibit 1** to the Declaration of Benjamin
16 H. Haber in support of the Motion (ROA #49, filed in error as the Declaration of Michael P.
17 Gonzalez), and the first amended Settlement Agreement, pursuant to the Court's February 21,
18 2026 Order, was attached as **Exhibit 1** to the Declaration of Conor J.D. Gomez submitted in
19 support of the Motion), in advance of the May 21, 2026 Preliminary Approval Hearing (ROA
20 #62). The second amended Settlement Agreement, pursuant to the Court's April 14, 2026 Order,
21 is attached as **Exhibit 1** to the Declaration of Alan Wilcox submitted in support of the Motion
22 (ROA #69-70), in advance of the July 30, 2026 Preliminary Approval Hearing.

23 2. The Settlement falls within the range of reasonableness of a settlement which
24 could ultimately be given final approval by this Court, and appears to be presumptively valid,
25 subject only to any objections that may be raised at the Final Approval Hearing and final
26 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
27 \$275,000.00 (the "Gross Settlement Amount") to cover (a) settlement payments to Class
28 Members who do not validly opt out; (b) a \$20,000.00 allocation toward civil penalties under

1 the Private Attorneys General Act or “PAGA” (the “PAGA Penalties”), 75% of which
2 (\$15,000.00) will be paid to the State of California, Labor & Workforce Development Agency
3 (the “LWDA PAGA Payment”) and 25% of which (\$5,000.00) will be paid to eligible
4 “Aggrieved Employees” (defined as: all current and former employees of Defendant in the State of
5 California who worked in a non-exempt capacity at any time between June 13, 2023 and December
6 31, 2024 (the “PAGA Period”)); (c) Class Representative service payment of up to \$10,000.00
7 to Plaintiff Michael P. Gonzalez (the “Class Representative Service Payment”); (d) Class
8 Counsel’s (defined as: Benjamin H. Haber, Daniel Kramer, and Alan Wilcox of Wilshire Law
9 Firm, PLC) attorneys’ fees, not to exceed one-third of the Gross Settlement Amount (i.e.,
10 \$91,666.67) (the “Class Counsel Fees Payment”), and up to \$25,000.00 in costs for actual
11 litigation expenses incurred by Class Counsel (the “Class Counsel Litigation Expenses
12 Payment”); and (e) administration costs of up to \$10,000.00 incurred by the “Administrator”
13 Xpand Legal Consulting (the “Administration Expenses Payment”).

14 3. The Court preliminarily finds that the terms of the Settlement appear to be within
15 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
16 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair
17 and reasonable to the Class Members when balanced against the probable outcome of further
18 litigation relating to class certification, liability and damages issues, and potential appeals; (2)
19 significant informal discovery, investigation, research, and litigation have been conducted such
20 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
21 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
22 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
23 the result of intensive, serious, and non-collusive negotiations between the Parties with the
24 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
25 that the Settlement Agreement was entered into in good faith.

26 4. A final fairness hearing on the question of whether the proposed Settlement, Class
27 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, LWDA PAGA Payment,
28 and the Class Representative Service Award should be finally approved as fair, reasonable and

adequate as to the members of the Class is hereby set in accordance with the implementation schedule set forth below.

5. The Court provisionally certifies for settlement purposes only the Class.

6. The Court finds, for settlement purposes only, that the Class meets the requirements for certification under California Code of Civil Procedure § 382 in that: (1) the Class Members are so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Class Members, which predominate over individual issues; (3) Plaintiff's claims are typical of the claims of the Class Members; (4) Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the controversy.

7. The Court appoints as Class Representative, for settlement purposes only, Plaintiff Michael P. Gonzalez. The Court further preliminarily approves Plaintiff Michael P. Gonzalez's ability to request the Class Representative Service Award of up to \$10,000.00.

8. The Court appoints, for settlement purposes only, Benjamin H. Haber, Daniel J. Kramer, and Alan Wilcox of Wilshire Law Firm, PLC, as Class Counsel. The Court further preliminarily approves Class Counsel's ability to request the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment.

9. The Court appoints Xpand Legal Consulting as the Administrator with reasonable administration costs estimated not to exceed \$10,000.00.

10. The Court approves, as to form and content the revised class notice (the "Class Notice"), attached as **Exhibit A** to the second amended Settlement Agreement (attached as **Exhibit 1** to the Wilcox Declaration) (ROA #69-70). The Court finds on a preliminary basis that plan for distribution of the Class Notice to Class Members satisfies due process, provides the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

11. The Parties are ordered to carry out the Settlement according to the terms of the Settlement Agreement.

12. Any Class Member who does not timely and validly request exclusion from the Settlement may object to the Settlement Agreement.

13. The Court orders the following implementation schedule:

Defendant to provide Class List to the Settlement Administrator	Within 15 days after the Court grants Preliminary Approval of the Settlement
Settlement Administrator to mail the Class Notice	Within 14 days after receipt of the Class List from the Defendant
Response Deadline	45 days after Class Notice is mailed (or re-mailed) out by the Settlement Administrator
Deadline to file Motion for Final Approval, Request for Attorneys' Fees and Costs, and Service Award to Plaintiffs	16 court days before hearing on Motion for Final Approval, which is October 5, 2026;
Final Approval Hearing	March 3, 2027, at 9:00 a.m., or first available date thereafter, in Department CX102. The hearing may be continued to another date without further notice to Class Members.

14. The Court further ORDERS that, pending further order of this Court, all proceedings in this lawsuit, except those contemplated herein and in the settlement, are stayed.

15. The Court retains continued jurisdiction over the Parties, their counsel, and the Administrator pursuant to C.C.P. § 664.6 and C.R.C., Rule 3.769(h).

IT IS SO ORDERED.

DATE:

Hon. Layne H. Melzer
Judge of the Superior Court