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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: February 19, 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") Motion for Preliminary
3 Approval of Class Action Settlement ("Motion"), the Declaration of Benjamin H. Haber,
4 Plaintiff's declaration, and the Class Action and PAGA Settlement Agreement and Class Notice
5 ("Settlement Agreement"), and good cause appearing, the Court finds and orders as follows:

6 1. The Court finds on a preliminary basis that the Settlement Agreement appears to
7 be fair, adequate, and reasonable and therefore meets the requirements for preliminary approval.
8 The Court grants preliminary approval of the Settlement and the Settlement Class based on the
9 terms set forth in the Settlement Agreement between Plaintiff and Defendant Flood Management
10 Services, Inc. ("Defendant"), attached to the Declaration of Benjamin H. Haber in Support of
11 Plaintiff's Motion for Preliminary Approval of Class Action Settlement as **Exhibit 1**.

12 2. The Settlement falls within the range of reasonableness of a settlement which
13 could ultimately be given final approval by this Court, and appears to be presumptively valid,
14 subject only to any objections that may be raised at the Final Approval Hearing and final
15 approval by this Court. The Court notes that Defendant has agreed to create a common fund of
16 \$275,000.00 to cover (a) settlement payments to Class Members who do not validly opt out; (b)
17 a \$20,000.00 allocation toward civil penalties under the Private Attorneys General Act, 75% of
18 which (\$15,000.00) will be paid to the State of California, Labor & Workforce Development
19 Agency and 25% of which (\$5,000.00) will be paid to eligible Aggrieved Employees; (c) Class
20 Representative service payment of up to \$10,000.00 to Plaintiff Michael P. Gonzalez; (d) Class
21 Counsel's attorneys' fees, not to exceed one-third of the Gross Settlement Amount (i.e.,
22 \$91,666.67), and up to \$25,000.00 in costs for actual litigation expenses incurred by Class
23 Counsel; and (e) Settlement Administration Costs of up to \$10,000.00.

24 3. The Court preliminarily finds that the terms of the Settlement appear to be within
25 the range of possible approval, pursuant to California Code of Civil Procedure § 382 and
26 applicable law. The Court finds on a preliminary basis that: (1) the Settlement amount is fair
27 and reasonable to the Class Members when balanced against the probable outcome of further
28 litigation relating to class certification, liability and damages issues, and potential appeals; (2)

1 significant informal discovery, investigation, research, and litigation have been conducted such
2 that counsel for the Parties at this time are able to reasonably evaluate their respective positions;
3 (3) settlement at this time will avoid substantial costs, delay, and risks that would be presented
4 by the further prosecution of the litigation; and (4) the proposed Settlement has been reached as
5 the result of intensive, serious, and non-collusive negotiations between the Parties with the
6 assistance of a well-respected class action mediator. Accordingly, the Court preliminarily finds
7 that the Settlement Agreement was entered into in good faith.

8 4. A final fairness hearing on the question of whether the proposed Settlement,
9 attorneys' fees and costs to Class Counsel, payment to the State of California, Labor &
10 Workforce Development Agency for its share of the settlement of claims for penalties under the
11 Private Attorneys General Act, and the Class Representative's enhancement awards should be
12 finally approved as fair, reasonable and adequate as to the members of the Class is hereby set
13 in accordance with the Implementation Schedule set forth below.

14 5. The Court provisionally certifies for settlement purposes only the following class
15 (the "Class"): "all current and former employees of Defendant in the State of California who
16 worked in a non-exempt capacity at any time during the Class Period."

17 6. "Class Period" means the period from May 31, 2020 through December 31, 2024.

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

26 8. The Court appoints as Class Representative, for settlement purposes only,
27 Plaintiff Michael P. Gonzalez. The Court further preliminarily approves Plaintiff Michael P.
28 Gonzalez's ability to request an incentive award up to \$10,000.00.

9. 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 attorneys' fees of up to one-third of the Gross Settlement Amount (i.e., \$91,666.67), and costs not to exceed \$25,000.00.

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

11. The Court approves, as to form and content the Class Notice, attached to the Settlement Agreement. The Court finds on a preliminary basis that plan for distribution of the Notice to Settlement 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.

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

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

14. 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 _____;

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Final Approval Hearing	_____ at _____ a.m./p.m., or first available date thereafter, in Department 11B. The hearing may be continued to another date without further notice to the Class Members.
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15. 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.

IT IS SO ORDERED.

DATE:

Hon. Layne H. Melzer
Orange County Superior Court

Gonzalez v. Flood Management Services, Inc., et al.
30-2024-01403048-CU-OE-CXC

I, Rebecca Padilla, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 660 S. Figueroa St, Sky Lobby, Los Angeles, California 90017. My electronic service address is rebecca.padilla@wilshirelawfirm.com.

On **September 23, 2025**, I served the foregoing **[PROPOSED] ORDER GRANTING PLAINTIFF’S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT**, on the interested parties by placing a true copy thereof, enclosed in a sealed envelope by following one of the methods of service as follows:

Attorneys for Defendant
FLOOD MANAGEMENT SERVICES, INC.

(X) **BY E-MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

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

Rebecca Padilla