SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

Central District, Spring Street Courthouse, Department 7

24STCV33751 October 1, 2026
DAYANNA SANCHEZ ALCANTARA vs PROFESSIONAL AVIATION MARKETING, INC. 9:00 AM

Judge: Honorable Samantha Jessner
Judicial Assistant: Alfredo Morales
Courtroom Assistant: Teresa Bivins

CSR: None
ERM: None
Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): No Appearances

For Defendant(s): Daniel B. Chammas via LACC

Other Appearance Notes: Milan Moore (Counsel for Plaintiff via LACC)

NATURE OF PROCEEDINGS: Hearing on Motion for Preliminary Approval of Settlement

The matter is called for hearing.

The parties have been previously provided with the Court's tentative ruling via Case Anywhere as follows:

Preliminary Approval of Class Action Settlement
Department SSC-7
Hon. Samantha Jessner

Dayanna Sanchez Alcantara v. Professional Aviation Marketing, Inc.
Case No.: 24STCV33751
Hearing: September 28, 2026

TENTATIVE RULING

GRANT preliminary approval contingent on the parties addressing the following:

1. Plaintiff's two actions (24STCV33751 and 25STCV05200) need to be consolidated. Or, Plaintiff's PAGA action (25STCV05200) should be dismissed, and its claims added to Plaintiff's class action (24STCV33751) via an amended complaint.
a. If the parties file an amended complaint, then the class and PAGA release language in the agreement and notice should be revised so that employees are releasing claims arising from the operative complaint.
2. The escalator clause at Settlement Agreement ¶8 provides Defendant with the option to shorten the Class Period in lieu of increasing the Gross Settlement Amount. If the Class Period is

to be adjusted, this should be confirmed prior to preliminary approval being granted and notice being distributed. Based on current records, the parties and/or administrator should review and verify the workweek total and confirm the end date of the Class Period. Revise the agreement and notice if necessary.

If the parties need additional time to address these issues, please let the Court know and the Court will continue the September 28, 2026 hearing date.

BACKGROUND

Plaintiff Dayanna Sanchez Alcantara sues Defendant Professional Aviation Marketing, Inc., for alleged wage and hour violations. Defendant is in the industry of support activities for air transportation, including being a staffing agency. Plaintiff seeks to represent a class of Defendant's current and former non-exempt employees.

On December 20, 2024, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendant for (i) failure to pay all overtime wages owed; (ii) failure to provide meal periods; (iii) failure to authorize and permit rest periods; (iv) failure to provide accurate, itemized wage statements; (v) failure to indemnify all necessary business expenditures; (vi) failure to pay all wages owed upon termination; and (vii) unfair competition.

Pursuant to Labor Code section 2699.3, subdivision (a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice on December 20, 2024. On February 24, 2025, Plaintiff filed a complaint for civil penalties under the PAGA, case no. 25STCV05200. On May 20, 2025, the Court deemed the cases related.

On October 14, 2025, the Parties participated in an all-day mediation presided over by Steve Mehta, which ultimately resulted in settlement. The terms of settlement were finalized in the long-form *Class Action and PAGA Settlement Agreement*, a copy of which is attached to the Declaration of Scott M. Lidman ("Lidman Decl.") as Exhibit 2.

Now before the Court is the Motion for Preliminary Approval of the Settlement Agreement.

SETTLEMENT CLASS DEFINITION

· "Class" means [all individuals who worked as non-exempt employees of Defendant Professional Aviation Marketing, Inc. in California at any time during the Class Period]. (¶1.5)
· "Class Period" means the period from December 20, 2020 to October 14, 2025. (¶1.12)
· "Aggrieved Employee" means [all individuals who worked as non-exempt employees of

Defendant Professional Aviation Marketing, Inc. in California at any time during the PAGA Period]. (¶1.4)

· "PAGA Period" means the period from December 20, 2023 to October 14, 2025. (¶1.31)

TERMS OF SETTLEMENT AGREEMENT

The essential terms are as follows:

· The Gross Settlement Amount ("GSA") is **$160,000**, non-reversionary. (¶3.1)
  - o Escalator Clause: Based on its records, Defendant estimates that, as of the date of this Settlement Agreement, (1) there are 45 Class Members and 2,962 Total Workweeks during the Class period and (2) there were 36 Aggrieved Employees who worked 1,481 Pay Periods during the PAGA Period. If the number of workweeks during the Class Period increases by 11% or more (i.e., if there are 3,288 or more workweeks during the Class Period), Defendant agrees to either (1) increase the Gross Settlement Amount on a proportional percentage basis that is above 10 percent (i.e., if there was a 11% increase in the number workweeks during the Class Period, Defendant would agree to increase the Gross Settlement Amount by 1%) or (2) cutoff the Class Period at the point where the workweeks in the Class Period reached 3,258 (i.e., if the workweeks during the Class Period reached 3,258 on September 1, 2025, Defendant may elect to stop the Class Period on September 1, 2025). Defendant will make its election on or before the hearing for Preliminary Approval. (¶8)
· The Net Settlement Amount ("Net") (**$49,916.67**) is the GSA minus the following:
  - o Up to **$53,333.33** (33 1/3%) for attorney fees (¶3.2.2);
  - o Up to **$23,500** for attorney costs (*Ibid*.);
  - o Up to **$7,500** for a service award to the proposed class representative (¶3.2.1);
  - o Up to **$5,750** for settlement administration costs (¶3.2.3); and
  - o Payment of **$20,000** PAGA penalty (65% or $13,000 to the LWDA). (¶3.2.5)
· Defendant will separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. (¶3.1)
· There is no claim form requirement. (¶3.1)
· Individual Settlement Payment Calculation: The Net Settlement Amount shall be divided by the total number of workweeks worked during the Class Period in order to establish the workweek amount. The workweek amount will then be multiplied by the number of workweeks attributable to each Participating Class Member in order to determine the correct amount to be payable to each Participating Class Member. (¶3.2.4)
  - o PAGA Payments: The Administrator will calculate each Individual PAGA

Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties ($7,000.00) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. (¶3.2.5.1)

- Tax Allocation**:** Each Participating Class Member's Individual Class Payment will be allocated as 20% to wages, 80% to interest and penalties (¶3.2.4.1). All PAGA penalties shall be designated as 1005 penalties and reported on an IRS Form 1099. (¶3.2.5.2)

· "Response Deadline" means 60 days after the Administrator mails Notice to Class Members and the Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email or mail Requests for Exclusion from the Settlement, or (b) fax, email or mail his, her, or their Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired. (¶1.43) The same deadline applies to the submission of payment disputes. (¶7.6)

- If the number of valid and timely Requests for Exclusion identified in the Final Report exceeds 10% of the total of all Class Members, Defendant may, but is not obligated, elect to withdraw from the Settlement. (¶9)

· Funding of Settlement**:** Defendant shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendant's share of payroll taxes by transmitting the funds to the Administrator no later than 60 days after the Effective Date. (¶4.3)

· Disbursement: Within 14 days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments. (¶4.4)

· Uncashed Settlement Checks: The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. (¶4.4.1) For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b). (¶4.4.3)

· The settlement administrator will be Phoenix Settlement Administrators. (¶1.2)

- The proposed settlement was submitted to the LWDA on June 3, 2026. (Proof Of Service Re: Motion For Preliminary Approval Of Class Action Settlement filed 6/03/2026.)
- Participating class members and the named Plaintiff will release certain claims against Defendant. (See further discussion below)

ANALYSIS OF SETTLEMENT AGREEMENT

1. Does a presumption of fairness exist?

1. Was the settlement reached through arm's-length bargaining? On October 14, 2025, the Parties participated in an all-day mediation presided over by Steve Mehta, which ultimately resulted in settlement. (Lidman Decl., ¶12.)

2. Were investigation and discovery sufficient to allow counsel and the court to act intelligently? Class Counsel represents that in advance of mediation, Defendant produced timekeeping and payroll data for the putative class, as well as its wage and hour policies and other relevant documents and information relevant to the claims alleged for the entire putative class. (*Id.* at ¶11.)

3. Is Class Counsel experienced in similar litigation? Class Counsel is experienced in class action litigation, including wage and hour class actions. (*Id.* at ¶8; Declaration of Paul K. Haines, ¶6.)

4. What percentage of the class has objected? This cannot be determined until the fairness hearing. See Weil & Brown, Cal. Practice Guide: Civil Procedure Before Trial (The Rutter Group 2014) ¶ 14:139.18, ("Should the court receive objections to the proposed settlement, it will consider and either sustain or overrule them at the fairness hearing.").

CONCLUSION: The settlement is entitled to a presumption of fairness.

2. Is the settlement fair, adequate, and reasonable?

1. Strength of Plaintiff's case. "The most important factor is the strength of the case for plaintiff on the merits, balanced against the amount offered in settlement." (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 130.) Here, Class Counsel has provided information, summarized below, regarding the estimated values of the class claims alleged:

Violation	Maximum Exposure	Realistic Exposure
Unpaid Wages	$3,017.00	$2,036.48
Meal Period Violations	$162,406.00	$110,436.08

Rest Period Violations	$326,970.00	$125,883.45
Wage Statement Violations	$77,550.00	$35,285.25
Reimbursement Claim	$38,220.00	$14,905.80
Waiting Time Penalties	$195,089.00	$80,474.21
PAGA Penalties	$80,000.00	$41,600.00
Total	**$883,252.00**	**$410,621.27**

(Lidman Decl., ¶¶16-30.)

2. Risk, expense, complexity and likely duration of further litigation. Given the nature of the class claims, the case is likely to be expensive and lengthy to try. Procedural hurdles (e.g., motion practice and appeals) are also likely to prolong the litigation as well as any recovery by the class members.

3. Risk of maintaining class action status through trial. Even if a class is certified, there is always a risk of decertification. (See *Weinstat v. Dentsply Intern., Inc*. (2010) 180 Cal.App.4th 1213, 1226 ("Our Supreme Court has recognized that trial courts should retain some flexibility in conducting class actions, which means, under suitable circumstances, entertaining successive motions on certification if the court subsequently discovers that the propriety of a class action is not appropriate.").)

4. Amount offered in settlement. Class Counsel obtained a settlement valued at $160,000. This is approximately 18.1%-39% of Plaintiff's potential recovery which, given the uncertain outcomes, is within the "ballpark" of reasonableness.

The settlement amount, after being reduced by the requested deductions, leaves approximately $49,916.67 to be divided among approximately 45 class members. Assuming full participation, the resulting payments will average approximately $1,109.25 per class member.

5. Extent of discovery completed and stage of the proceedings. As indicated above, at the time of the settlement, Class Counsel had conducted sufficient discovery.

6. Experience and views of counsel. The settlement was negotiated and endorsed by Class Counsel who, as indicated above, is experienced in class action litigation, including wage and hour class actions.

7. Presence of a governmental participant. This factor is not applicable here.

8. Reaction of the class members to the proposed settlement. The class members' reactions will not be known until they receive notice and are afforded an opportunity to object, opt-out and/or submit claim forms. This factor becomes relevant during the fairness hearing.

CONCLUSION: The settlement will be preliminarily deemed "fair, adequate, and

reasonable."

3. Scope of the release

Releases of Claims: Effective on the date when Defendant fully funds the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows: (¶5)

· Release by Participating Class Members: All Participating Class Members, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Complaint, Lead Case No. 24STCV33751 and/or ascertained in the course of the Action and which occurred during the Class Period. The claims released include, without limitation: (i) failure to pay all overtime wages owed; (ii) failure to provide meal periods; (iii) failure to authorize and permit rest periods; (iv) failure to provide accurate, itemized wage statements; (v) failure to indemnify all necessary business expenditures; (vi) failure to pay all wages owed upon termination; and (vii) unfair competition. Except as set forth in Section 5.2 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation or claims based on facts occurring outside the Class Period. (¶5.2)

· Release by Aggrieved Employees: All Aggrieved Employees release the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the the [sic] related Complaint Case No. 25STCV05200 and the PAGA Notice and/or ascertained in the course of the Action and which occurred during the PAGA Period. The claims released include, without limitation: (i) failure to pay all overtime wages owed; (ii) failure to provide meal periods; (iii) failure to authorize and permit rest periods; (iv) failure to provide accurate, itemized wage statements; (v) failure to indemnify all necessary business expenditures; (vi) failure to pay all wages owed upon termination; (vii) failure to pay all earned wages at least twice during each calendar month; and (viii) failure to maintain accurate records. (¶5.3)

  o "PAGA Notice" means Plaintiff's December 20, 2024 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subdivision (a). (¶1.33)

  o Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment. (¶7.5.4)

· "Released Parties" means Defendant and any or all of its parent companies, subsidiaries, affiliates, related business entities, predecessors, successors and assigns and/or their respective past or present officers, directors, employees and agents), as well as Defendant's clients, (LATAM Airlines Group, S.A., or Lan Cargo S.A or Prime Airport Services) (and their respective employees, officers, affiliate and parent companies). (¶1.41)
· Named Plaintiff will also provide a general release and CC § 1542 waiver. (¶¶5.1-5.1.1)

4. May conditional class certification be granted?

1. Standards

A detailed analysis of the elements required for class certification is not required, but it is advisable to review each element when a class is being conditionally certified (*Amchem Products, Inc. v. Winsor* (1997) 521 U.S. 620, 622-627.) The trial court can appropriately utilize a different standard to determine the propriety of a settlement class as opposed to a litigation class certification. Specifically, a lesser standard of scrutiny is used for settlement cases. (*Dunk* at 1807, fn 19.) Finally, the Court is under no "ironclad requirement" to conduct an evidentiary hearing to consider whether the prerequisites for class certification have been satisfied. (*Wershba* at 240.)

2. Analysis

a. Numerosity. There are approximately 45 putative Class Members. (Lidman Decl., ¶14.) This element is met.

b. Ascertainability. The proposed class is defined above. The class definition is "precise, objective and presently ascertainable." (*Sevidal v. Target Corp.* (2010) 189 Cal.App.4th 905, 919.) The class members are identifiable from Defendant's records. (Lidman Decl., ¶14.)

c. Community of interest. "The community of interest requirement involves three factors: '(1) predominant common questions of law or fact; (2) class representatives with claims or defenses typical of the class; and (3) class representatives who can adequately represent the class.'" (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)

As to predominant questions of law or fact, Plaintiff alleges Class Members' claims arise from Defendant's common, uniform policies and practices that applied to Class Members during the class period. Specifically, Plaintiff alleged that Defendant's common and uniform policies and practices resulted in the following violations: (1) failure to pay all overtime wages owed; (2) failure to provide meal periods; (3) failure to authorize and permit rest periods; (4) failure to provide accurate, itemized wage statements; (5) failure to reimburse necessary business expenses; (6) waiting time penalties; (7) unfair competition; and (8) liability for civil penalties under the PAGA. for civil penalties under the PAGA. (Memo ISO Prelim at 17:23-18:3.)

As to typicality, Plaintiff contends that her claims are typical of those held by the members of the proposed Class. Plaintiff was employed by Defendant during the Class Period as a non-exempt employee and was subject to Defendant's wage and hour policies at issue in this case. Further, Plaintiff was allegedly injured by the same challenged policies that allegedly injured the Class as a whole. Given that Defendant's policies and practices applied to all non-exempt employees, Class Members possess a similar interest and have suffered similar alleged injuries as Plaintiff. (*Id*. at 18:6-14.)

As to adequacy, Plaintiff represents that she is aware of the duties of serving as class representative. (Declaration of Dayanna Sanchez Alcantara.)

d. Adequacy of class counsel. As indicated above, Class Counsel has shown experience in class action litigation, including wage and hour class actions.

e. Superiority. Given the relatively small size of the individual claims, a class action appears to be superior to separate actions by the class members.

CONCLUSION: The class will be conditionally certified since the prerequisites of class certification have been satisfied.

5. Is the notice proper?

1. Content of class notice. The proposed notice is attached to the Settlement Agreement as Exhibit A. Its content appears to be acceptable. It includes information such as: a summary of the litigation; the nature of the settlement; the terms of the settlement agreement; the proposed deductions from the gross settlement amount (attorney fees and costs, enhancement awards, and administration costs); the procedures and deadlines for participating in, opting out of, or objecting to, the settlement; the consequences of participating in, opting out of, or objecting to, the settlement; and the date, time, and place of the final approval hearing.

Notice will be given in English and Spanish. (Declaration of Jodey Lawrence, ¶16.)

2. Method of class notice.

Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. (¶4.2) Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice [with Spanish translation]. (¶7.4.2)

Not later than 3 business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to

the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time. (¶7.4.3)

The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods and Requests for Exclusion will be extended an additional 14 days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. (¶7.4.4) Notice of Final Judgment will be posted on the Settlement Administrator's website. (¶7.8.1)

3. Cost of class notice. As indicated above, settlement administration costs are estimated not to exceed **$5,750.** Prior to the time of the final fairness hearing, the administrator must submit a declaration attesting to the total costs incurred and anticipated to be incurred to finalize the settlement for approval by the Court.

6. Attorney fees and costs

CRC rule 3.769(b) states: "Any agreement, express or implied, that has been entered into with respect to the payment of attorney fees or the submission of an application for the approval of attorney fees must be set forth in full in any application for approval of the dismissal or settlement of an action that has been certified as a class action."

Ultimately, the award of attorney fees is made by the court at the fairness hearing, using the lodestar method with a multiplier, if appropriate. (*PLCM Group, Inc. v. Drexler* (2000) 22 Cal.4th 1084, 1095-1096; *Ramos v. Countrywide Home Loans, Inc*. (2000) 82 Cal.App.4th 615, 625-626; *Ketchum III v. Moses* (2000) 24 Cal.4th 1122, 1132-1136.) Despite any agreement by the parties to the contrary, "the court ha[s] an independent right and responsibility to review the attorney fee provision of the settlement agreement and award only so much as it determined reasonable." (*Garabedian v. Los Angeles Cellular Telephone Company* (2004) 118 Cal.App.4th 123, 128.)

The question of whether Class Counsel is entitled to **$53,333.33** (33 1/3%) in attorney fees will be addressed at the fairness hearing when class counsel brings a noticed motion for attorney fees. Class counsel must provide the court with billing information so that it can properly apply the lodestar method and must indicate what multiplier (if applicable) is being sought as to each counsel.

Fee Split: Plaintiff has provided written approval of the split of attorneys' fees in this action. (Lidman Decl., ¶32.)

Class Counsel should also be prepared to justify the costs sought (capped at **$23,500**) by detailing how they were incurred.

7. Incentive Award

24STCV33751 October 1, 2026
DAYANNA SANCHEZ ALCANTARA vs PROFESSIONAL AVIATION MARKETING, INC. 9:00 AM

Judge: Honorable Samantha Jessner CSR: None
Judicial Assistant: Alfredo Morales ERM: None
Courtroom Assistant: Teresa Bivins Deputy Sheriff: None

The Settlement Agreement provides for an enhancement award of up to **$7,500** to the named Plaintiff. In connection with the final fairness hearing, named Plaintiffs must submit a declaration attesting to why he or she should be entitled to an enhancement award in the proposed amount. The named Plaintiff must explain why he or she "should be compensated for the expense or risk she has incurred in conferring a benefit on other members of the class." (*Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806.) Trial courts should not sanction enhancement awards of thousands of dollars with "nothing more than *pro forma* claims as to 'countless' hours expended, 'potential stigma' and 'potential risk.' Significantly more specificity, in the form of quantification of time and effort expended on the litigation, and in the form of reasoned explanation of financial or other risks incurred by the named plaintiff, is required in order for the trial court to conclude that an enhancement was 'necessary to induce [the named plaintiff] to participate in the suit . . . .'" (*Id.* at 806-807, italics and ellipsis in original.) The Court will decide the issue of the enhancement awards at the time of final approval.

The Court has reviewed the supplemental papers filed on 09/24/2026, and finds the settlement to be preliminarily fair and reasonable.

The Plaintiff's Notice of Motion and Motion for Preliminary Approval of Class Action Settlement; Memorandum of Points and Authorities in Support Thereof filed by Dayanna Sanchez Alcantara, on 06/03/2026 is Granted.

The order is signed and filed this date.

Fairness Hearing is scheduled for 03/16/2027 at 10:00 AM in Department 7 at Spring Street Courthouse.

Notice is deemed waived.