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**FILED**  
Superior Court of California  
County of Los Angeles  
**DEC 13 2021**  
SHERRI R. CARTER EXECUTIVE OFFICER/CLERK  
BY  Deputy  
MARIBEL MATA

**SUPERIOR COURT OF CALIFORNIA**  
**COUNTY OF LOS ANGELES**

HUGO SOSA, on behalf of himself and all other persons similarly situated,


Plaintiffs,

v.

JETSTREAM GROUND SERVICES, INC.,  
a Florida corporation; and DOES 1 through  
100, Inclusive

Defendants.

Case No.: 19STCV05250

  
(Proposed) ORDER GRANTING  
MOTION FOR FINAL APPROVAL  
OF CLASS ACTION SETTLEMENT

Date: December 13, 2021  
Time: 9:00 a.m.  
Dept.: SSC-17

**I. BACKGROUND**

On February 19, 2019, Plaintiff filed a Class Action Complaint (“Complaint”) alleging claims for: failure to pay overtime wages (Labor Code §§510, 1194); failure to pay minimum wages(Labor Code §1197); failure to provide meal periods (Labor Code §§512, 226.7); failure to provide rest periods (Labor Code §226.7); failure to pay all wages upon termination (Labor Code §§201-203); failure to provide accurate wage

1 statements (Labor Code §226); and unfair competition (Business & Professions Code  
2 §§17200, et seq.).

3 On May 6, 2019, Plaintiff filed a First Amended Class Action Complaint (“FAC”)  
4 which added causes of action for violation for Labor Code §212 and violation of Labor  
5 Code § 2699, the Private Attorney General Act of 2004 (“PAGA”).

6 Counsel represents that they engaged in formal and informal discovery which  
7 yielded information and documentation concerning the claims set forth in the Litigation,  
8 such as obtaining sampling of time and payroll records for the class at its two California  
9 locations—Los Angeles International Airport (“LAX”) and San Diego International  
10 Airport (“SAN”), Defendant’s employee handbooks at LAX and SAN, the number of  
11 payroll checks issued from an out-of-state bank to its California employees and  
12 exemplars, relevant policies and procedures at LAX and SAN, total number of class  
13 members during the class period, exemplars of arbitration agreements, the number of  
14 employees who signed arbitration agreements, and the average hourly rate.

15 Plaintiff and Defendant, through former defense counsel, participated in two  
16 sessions of mediation with Lynn S. Frank, Esq. on October 17, 2019, and February 27,  
17 2020. However, despite two sessions of mediation and several follow-up settlement  
18 discussions with Ms. Frank, the impact of the COVID-19 pandemic on the airline  
19 industry ceased further settlement communications between the Parties. Thereafter,  
20 Defendant retained new counsel and settlement discussions resumed. COVID-19 caused  
21 Defendant to lay-off all of its California employees at LAX, effective December 10,  
22 2020, and SAN, effective January 24, 2021. Through these resumed settlement  
23 discussions, the Parties reached a class wide settlement. A fully executed copy of the  
24 Settlement Agreement is attached to the Declaration of James A. De Sario (“Sario Decl.”)  
25 ISO Preliminary Approval as Exhibit 1.

1 On June 1, 2021, the Court issued a checklist of items for the parties to address  
2 and continued preliminary approval. In response, on June 28, 2021, counsel filed an  
3 Amended Settlement Agreement attached to the Supplemental Declaration of James A.  
4 De Sario (“Sario Supp. Decl.”) ISO Preliminary Approval as Exhibit 4.

5 Preliminary approval was granted on July 21, 2021, on conditions which were  
6 later met. Notice was given to the Class Members as ordered. (See Declaration of Tim  
7 Cunningham (“Cunningham Decl.”).

8 Now before the Court is Plaintiff’s motion for final approval of the Settlement  
9 Agreement, including for payment of fees, costs, and service awards to the named  
10 plaintiffs. For the reasons set forth below, the Court grants final approval of the  
11 settlement.

## 12 **II. THE TERMS OF THE SETTLEMENT**

### 13 **A. SETTLEMENT CLASS AND RELATED DEFINITIONS**

14 “Class Member(s)” or “Settlement Class” means Plaintiffs and all current and  
15 former hourly non-exempt employees of Defendant within California at any time during  
16 the Class Period. (Settlement Agreement, ¶7.)

17 “Class Period” means the period from February 15, 2015, through February 14,  
18 2020. (¶8.)

19 “PAGA Group Member(s)” means Plaintiff and all current and former hourly non-  
20 exempt employees of Defendant within California at any time during the PAGA Period.  
21 (¶18)

22 “PAGA Period” means the period from February 15, 2018, to February 14, 2020.  
23 (¶19)

24 Defendant identified that there were approximately 506 Class Members within the  
25 Class Period and the Parties agreed to cap the workweeks at 18,000 workweeks during

1 the Class Period. Should the workweeks increase above the 18,000 workweek cap, then  
2 the Class Period will be reduced proportionately from the end date of the Class Period to  
3 avoid diluting the workweek value. For example, if the total workweeks exceeds the  
4 18,000 workweek cap by 5% (i.e., an increase in 900 workweeks), then the Class Period  
5 will be reduced by 5% from the end date (i.e., by subtracting 5% of the Class Period from  
6 the end date of the Class Period). (¶48)

7 There are 492 total Class Members. (Cunningham Decl., ¶5.)

## 8 **B. THE MONETARY TERMS OF SETTLEMENT**

9 The essential monetary terms are as follows:

10 The Gross Settlement Amount (“GSA”) is \$475,000 (¶12). This includes payment  
11 of a PAGA penalty of \$10,000 to be paid 75% to the LWDA (\$7,500) and 25% to the  
12 Aggrieved Employees (\$2,500). (¶12.)

13 The Net Settlement Amount (“Net”) (\$267,666.69) is the GSA less:

- 14 • Up to **\$158,333.31** (33%) for attorney’s fees (¶30);
  - 15 • Up to **\$25,000** for attorney’s costs (*Ibid.*);
  - 16 • Up to **\$5,000** for a service award to the class representative (¶31);
  - 17 • **\$10,000** allocated as the PAGA penalty (¶12);
  - 18 • Estimated **\$9,000** for class administration costs (¶32); and
  - 19 • Defendant’s payroll taxes. (¶52.)
- 20 • Assuming the Court approves all maximum requested deductions, approximately  
21 \$267,666.69 will be available for automatic distribution to participating class  
22 members. Therefore, the average settlement share will be approximately  
23 \$546.26. ( $\$267,666.69 \text{ Net} \div 490 \text{ class members} = \$546.26$ ). In addition, each  
24 class member will receive a portion of the PAGA penalty, estimated to be \$5.20  
25

1 per class member. ( $\$2,500$  (25% of  $\$10,000$  PAGA penalty)  $\div$  481 class  
2 members =  $\$5.20$ )

- 3 • There is no Claim Requirement. (§§17, 28.)
- 4 • The settlement is not reversionary. (§29.)
- 5 • Individual Settlement Payment: Defendant will provide the Claims Administrator  
6 with the total number of workweeks for each Class Member (with any decimals  
7 rounded to the nearest hundredth) during the Class Period and number of  
8 workweeks for each PAGA Group Member during the PAGA Period. The Claims  
9 Administrator will divide the Net Settlement Amount less  $\$2,500$  (or the Court  
10 approved amount from the PAGA Settlement Amount allocated for PAGA  
11 penalties to PAGA Group Members) the total number of workweeks ("Work  
12 Week Rate Amount") and then multiply this amount by each Class Member's total  
13 number of workweeks to yield that employee's Net Settlement Payment. In the  
14 event a Class Member submits a timely Request for Exclusion from the settlement,  
15 his/her share of the settlement will be added to the Net Settlement Amount. In  
16 additional, each Class Member who is a PAGA Group Member during the PAGA  
17 Period will be paid a pro-rata share of the  $\$2,500$  allocated for PAGA penalties to  
18 PAGA Group Members, as calculated by the Claims Administrator, with a  
19 formula similar to payments to Participating Class Members:  $2,500$  for PAGA  
20 Penalties to PAGA Group Members/ Total number at Workweeks for all PAGA  
21 Group Members during PAGA Period  $\times$  Individual PAGA Group Member's  
22 Workweeks during PAGA Period (§34.)
- 23 • Tax Allocation: 20% as wages and 80% as penalties and interest; 100%  
24 of each PAGA Groups Member's pro-rate share of the  $\$2,500$  allocated  
25 for PAGA penalties shall be allocated as penalties. (§50.)

- 1 • **Uncashed Checks:** Participating Class Members will have 180 calendar days  
2 from the date of issuance of the check to cash their check. For any check not  
3 cashed after 180 calendar days, the Claims Administrator will send the amount  
4 represented by the check to the California State Controller Unclaimed Property,  
5 with the identity of the Participating Class Member to whom the funds belong, to  
6 be held for the participating Class Member per California Unclaimed Property  
7 Law. (§47.)
- 8 • **Funding of Settlement:** Within 14 calendar days of the Effective Date, Defendant  
9 will make the payment of the GSA, which shall be deposited with the Claims  
10 Administrator who will deposit the funds into an interest-bearing trust account  
11 referred to as the Qualified Settlement Fund account from which the Claims  
12 Administrator will have authority to distribute money in accordance with the  
13 terms of this Settlement Agreement. (§29.)

### 14 15 **C. TERMS OF RELEASES**

16 Upon the date the Court enters an order granting final approval of the Settlement  
17 and Defendants fully fund the Gross Settlement Amount, all Class Members who do not  
18 timely submit a valid Request for Exclusion do and will be deemed to have fully, finally,  
19 and forever released, settled, compromised, relinquished, waives, and discharged any and  
20 all of the Released Parties of and from any and all Released Claims accruing during the  
21 Class Period. Furthermore, upon the date the Court enters an order granting final approval  
22 of the Settlement and Defendant fully fund the Gross Settlement Amount, the State of  
23 California and PAGA Group Members (regardless of whether PAGA Group Members  
24 opt out of the Class Settlement) release the Released Parties from the Released PAGA  
25 Claims. (§56.)

1           ○ “Released Claims” means all California wage and hour claims, rights,  
2 demands, liabilities, penalties, interest, and causes of action, arising from  
3 or related to the claims pled in Plaintiffs’ operative complaint  
4 (“Complaint”) or that could have been pled in the Complaint based on the  
5 factual allegations pled in the Complaint, including all claims for: failure  
6 to pay overtime wages; failure to pay minimum wages; failure to provide  
7 compliant meal periods or premium pay in lieu thereof; failure to provide  
8 compliant rest breaks or premium pay in lieu thereof; failure to pay all  
9 wages owed upon separation of employment; failure to issue accurate  
10 itemized wage statements; failure to issue paychecks that were negotiable  
11 and payable on demand, without discount, under the California Labor  
12 Code, or applicable wage order(s); unfair competition claims under  
13 California Business & Professions Code §17200, et seq. based on the labor  
14 code violations alleged in the Complaint; civil penalties pursuant to  
15 California Labor Code §2699, et seq. based on the labor code violations  
16 alleged in the Complaint; and any penalties, restitution, disgorgement,  
17 interest or attorneys’ fees and costs. This release will cover all Class  
18 Members who do not opt out. (§24.)

19           ○ “Released PAGA Claims” means any and all claims for civil penalties  
20 under PAGA based on the Labor Code violations alleged and that are based  
21 upon or arise from the factual allegations in Plaintiffs notices sent to the  
22 LWDA and alleged in the operative Complaint, including attorneys’ fees  
23 and costs related thereto, that arose during the PAGA Period, regardless of  
24 whether PAGA Group Members opt out from the Settlement Agreement.  
25 (§23.)

1           ○ “Released Parties” means Defendant and any of Defendant’s former and  
2 present parents, subsidiaries and affiliated companies and entities,  
3 franchisors and franchisees, and its current, former, and future owners,  
4 officers, shareholders, directors, members, managers, operators,  
5 employees, consultants, vendors, partners, affiliates, subsidiaries,  
6 shareholders, attorneys, insurers, payroll providers, joint venturers and  
7 agents, and any successors, assigns, or legal representatives and any  
8 individual or entity who or which could be jointly liable with Defendant  
9 and all persons or entities acting by, through, under or in concert with any  
10 of them. (§25.)

- 11       • The named Plaintiff will also provide a general release and a waiver of the  
12 protections of Cal. Civ. Code §1542. (§58.)
- 13       • The releases are effective upon the date the Court enters an order granting final  
14 approval of the Settlement and Defendants fully fund the Gross Settlement  
15 Amount. (§56.)

### 16 **III. ANALYSIS OF SETTLEMENT AGREEMENT**

17           “Before final approval, the court must conduct an inquiry into the fairness of the  
18 proposed settlement.” Cal. Rules of Court, rule 3.769(g). “If the court approves the  
19 settlement agreement after the final approval hearing, the court must make and enter  
20 judgment. The judgment must include a provision for the retention of the court’s  
21 jurisdiction over the parties to enforce the terms of the judgment. The court may not  
22 enter an order dismissing the action at the same time as, or after, entry of judgment.”  
23 Cal. Rules of Court, rule 3.769(h).

24           As discussed more fully in the Order conditionally approving the settlement, “[i]n  
25 a class action lawsuit, the court undertakes the responsibility to assess fairness in order to



1 prevent fraud, collusion or unfairness to the class, the settlement or dismissal of a class  
2 action. The purpose of the requirement [of court review] is the protection of those class  
3 members, including the named plaintiffs, whose rights may not have been given due  
4 regard by the negotiating parties.” See *Consumer Advocacy Group, Inc. v. Kintetsu*  
5 *Enterprises of America* (2006) 141 Cal. App.4th 46, 60 [internal quotation marks  
6 omitted]; see also *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245  
7 (“*Wershba*”), disapproved on another ground in *Hernandez v. Restoration Hardware*  
8 (2018) 4 Cal.5th 260 [Court needs to “scrutinize the proposed settlement agreement to the  
9 extent necessary to reach a reasoned judgment that the agreement is not the product of  
10 fraud or overreaching by, or collusion between, the negotiating parties, and that the  
11 settlement, taken as a whole, is fair, reasonable and adequate to all concerned.”] [internal  
12 quotation marks omitted].

13 “The burden is on the proponent of the settlement to show that it is fair and  
14 reasonable. However, ‘a presumption of fairness exists where: (1) the settlement is  
15 reached through arm's-length bargaining; (2) investigation and discovery are sufficient to  
16 allow counsel and the court to act intelligently; (3) counsel is experienced in similar  
17 litigation; and (4) the percentage of objectors is small.’” See *Wershba, supra*, 91  
18 Cal.App.4th at pg. 245, citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794,  
19 1802. Notwithstanding an initial presumption of fairness, “the court should not give  
20 rubber-stamp approval.” See *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th  
21 116, 130. “Rather, to protect the interests of absent class members, the court must  
22 independently and objectively analyze the evidence and circumstances before it in order  
23 to determine whether the settlement is in the best interests of those whose claims will be  
24 extinguished.” *Ibid.*, citing 4 Newberg on Class Actions (4th ed. 2002) § 11:41, p. 90. In  
25 that determination, the court should consider factors such as “the strength of plaintiffs’

1 case, the risk, expense, complexity and likely duration of further litigation, the risk of  
2 maintaining class action status through trial, the amount offered in settlement, the extent  
3 of discovery completed and stage of the proceedings, the experience and views of  
4 counsel, the presence of a governmental participant, and the reaction of the class  
5 members to the proposed settlement.” *Id.* at 128. This “list of factors is not exclusive,  
6 and the court is free to engage in a balancing and weighing of factors depending on the  
7 circumstances of each case.” *Wershba, supra*, 91 Cal.App.4th at pg. 245.)

8 **A. A Presumption of Fairness Exists**

9 The Court preliminarily found in its Order of July 21, 2021, that the presumption  
10 of fairness should be applied. No facts have come to the Court’s attention that would  
11 alter that preliminary conclusion. Accordingly, the settlement is entitled to a presumption  
12 of fairness as set forth in the preliminary approval order.

13 **B. The Settlement Is Fair, Adequate, and Reasonable**

14 The settlement was preliminarily found to be fair, adequate and reasonable.  
15 Notice has now been given to the Class and the LWDA.

16 The notice process resulted in the following:

- 17 Number of class members: 492
- 18 Number of notices mailed: 492
- 19 Number of undeliverable notices: 3
- 20 Number of opt-outs: 2
- 21 Number of objections: 0
- 22 Number of participating class members: 490
- 23 Number of PAGA Members: 481

1 (Cunningham Decl. ¶¶5-14.) The persons opting out are Oyan Brown and Barbara  
2 Gomez, who are the named plaintiffs in a related case, *Brown v Jet Stream Ground*  
3 *Services*, 20STCV48890.

4 The Court finds that the notice was given as directed and conforms to due process  
5 requirements. Given the reactions of the Class Members and the LWDA to the proposed  
6 settlement and for the reasons set for in the Preliminary Approval order, the settlement is  
7 found to be fair, adequate, and reasonable.

8  
9 **C. CLASS CERTIFICATION IS PROPER**

10 For the reasons set forth in the preliminary approval order certification of the  
11 Class for purposes of settlement is appropriate.

12  
13 **D. ATTORNEY FEES AND COSTS**

14 Class Counsel requests **\$158,333.31** (33%) for attorney fees and **\$18,505.95** for  
15 costs. (Motion ISO Final Approval, 17:8-10.)

16 Courts have an independent responsibility to review an attorney fee provision and  
17 award only what it determines is reasonable. *Garabedian v. Los Angeles Cellular*  
18 *Telephone Company* (2004) 118 Cal.App.4th 123, 128. A percentage calculation is  
19 permitted in common fund cases. *Laffitte v. Robert Half Int'l, Inc.* (2016) 1 Cal.5th 480,  
20 503.

21 In the instant case, fees are sought pursuant to the percentage method. (Motion  
22 ISO Final Approval, pgs. 14-17.) The \$158,333.31 fee request is 33% of the Gross  
23 Settlement Amount.

24 The \$158,333.31 fee request represents a reasonable percentage of the total funds  
25 paid by Defendant. Further, the notice expressly advised class members of the fee

1 request, and no one objected. (Cunningham Decl., ¶12 and Exhibit A thereto.)

2 Accordingly, the Court awards fees in the amount of **\$158,333.31**.

3 Class Counsel requests \$18,505.95 in costs. This is less than the \$25,000 cap  
4 provided in the settlement agreement (¶30). The amount was disclosed to Class  
5 Members in the Notice, and no objections were received. (Cunningham Decl., ¶12 and  
6 Exhibit A thereto.) Class Counsel represent that they have incurred actual costs in the  
7 amount of \$18,505.95 in actual costs. (Nourmand Decl. ISO Final Approval, ¶28.) Costs  
8 include, but are not limited to mediation (\$13,000), filing fees (\$1,650), e-service costs  
9 (\$2,049.60), and professional services (\$1,250). (*Ibid.*)

10 The costs appear to be reasonable and necessary to the litigation, are reasonable  
11 in amount, and were not objected to by the class.

12 For all of the foregoing reasons, costs of **\$18,505.95** are approved.

13 **E. SERVICE AWARD TO CLASS REPRESENTATIVE**

14 A service (or incentive) fee award to a named class representative must be  
15 supported by evidence that quantifies the time and effort expended by the individual and  
16 a reasoned explanation of financial or other risks undertaken by the class representative.  
17 See *Clark v. American Residential Services LLC* (2009) 175 Cal.App.4th 785, 806-807;  
18 see also *Cellphone Termination Cases* (2010) 186 Cal.App.4th 1380, 1394-1395  
19 [“Criteria courts may consider in determining whether to make an incentive award  
20 include: (1) the risk to the class representative in commencing suit, both financial and  
21 otherwise; (2) the notoriety and personal difficulties encountered by the class  
22 representative; (3) the amount of time and effort spent by the class representative; (4) the  
23 duration of the litigation and; (5) the personal benefit (or lack thereof) enjoyed by the  
24 class representative as a result of the litigation. (Citations.)”].

1 Here, the Settlement Agreement provides for an enhancement award of \$5,000.  
2 (Settlement Agreement, ¶31.) Plaintiff Sosa urges this amount is appropriate because his  
3 contributions include, but are not limited to, having numerous conversations with  
4 counsel, searching for and providing documents, reviewing documents, and participating  
5 in two mediation sessions, and subsequent settlement discussions. (Sosa Decl., ¶6.)

6 In light of the above-described contributions to this action, and in  
7 acknowledgment of the benefits obtained on behalf of the class, \$5,000 for a service  
8 award for the named Plaintiff is reasonable and approved.

9 **F. SETTLEMENT ADMINISTRATION COSTS**

10 The Settlement Administrator, CPT Group, Inc., requests \$9,000 in compensation  
11 for its work in administering this case. (Cunningham Decl., ¶17.) At the time of  
12 preliminary approval, costs of settlement administration were estimated at \$9,000. (¶32)  
13 Class Members were provided with notice of this amount and did not object.  
14 (Cunningham Decl., ¶12 and Exhibit A thereto.)

15 Accordingly, claims administration costs are approved in the amount of \$9,000.

16 **IV. CONCLUSION AND ORDER**

17 The Court hereby:

- 18 (1) Grants class certification for purposes of settlement;
- 19 (2) Grants final approval of the settlement as fair, adequate, and reasonable;
- 20 (3) Awards \$158,333.31 in attorney fees to Class Counsel;
- 21 (4) Awards \$18,505.95 in litigation costs to Class Counsel;
- 22 (5) Awards \$5,000 as a Class Representative Service Award;
- 23 (6) Awards \$9,000 in claims administration costs to CPT Group, Inc.;
- 24 (7) Orders class counsel to lodge a proposed Judgment, consistent with this ruling  
25 and containing the class definition and full release language, and the names of

1 the class members who requested exclusion by 12/17,  
2 2021;

3 (8) Orders class counsel to provide notice to the class members pursuant to  
4 California Rules of Court, rule 3.771(b) ) and to the LWDA pursuant to Labor  
5 Code §2699 (1)(3); and

6 (9) Sets a Non-Appearance Case Review re: Final Report re: Distribution of  
7 Settlement Funds for 7/18 / 2022, at 8:30 a.m.  
8 Final Report is to be filed by 2/11 / 2022.

9  
10 Dated: 12/13/2021

Maren E. Nelson

11 MAREN E. NELSON

12 Judge of the Superior Court  
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