

1 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
2 NORMAN B. BLUMENTHAL (SB# 068687)
3 Norm@bamlawca.com
4 KYLE R. NORDREHAUG (SB# 205975)
5 kyle@bamlawca.com
6 APARAJIT BHOWMIK (SB# 248066)
7 AJ@bamlawca.com
8 2255 Calle Clara
9 La Jolla, CA 92037
10 Telephone: 1(858) 551-1223
11 Facsimile: 1(858) 551-1232

FILED
Clerk of the Superior Court

AUG 04 2023

By: C. Beutler, Deputy

Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF SAN DIEGO

**IN RE: UNITED AIRLINES WAGE
AND HOUR CASES**

Case No. JCCP 5187

Included Actions:

~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL TO
CLASS AND REPRESENTATIVE
ACTION SETTLEMENT AND
RELEASE

BROWN v. UNITED AIRLINES, INC.
San Diego County Superior Court
Case No. 37-2019-00008533-CU-OE-CTL
(Lead Case) (filed on February 14, 2019)

Judge: Hon. Katherine Bacal
Dep't C-69

ROBINSON vs. UNITED AIRLINES, INC.
Alameda County Superior Court
Case No. RG19014578
(filed on April 11, 2019)

Date: August 4, 2023
Time: 1:30 p.m.

SANTOS vs. UNITED AIRLINES, INC.
San Francisco County Superior Court
Case No. CGC-20-585926
(filed on August 12, 2020)

SANTOS vs. UNITED AIRLINES, INC.
San Francisco County Superior Court
Case No. CGC-20-587208
(filed on October 19, 2020)

1 The Court has before it the joint Agreement by Plaintiffs Ella Brown, Roland E.
2 Robinson, Samuel Umanzor, and Carlos Santos, individually and as class representatives
3 (collectively, "Plaintiffs"), and Defendant United Airlines, Inc. ("Defendant" or "United")
4 for preliminary approval of a proposed class action settlement. After reviewing the parties'
5 written submissions and after hearing arguments of counsel, the Court hereby finds and
6 orders as follows:

7 1. The Court finds on a preliminary basis that the settlement memorialized in
8 the Class and Representative Action Settlement Agreement (the ("Settlement" or
9 "Agreement")) and filed with the Court, falls within the range of reasonableness and
10 therefore meets the requirements for preliminary approval. The Agreement sets out the
11 terms upon which United will settle all claims that have been brought against it in the
12 coordinated case *In re: United Airlines Wage and Hour Cases*, JCCP 5187, as well as in
13 all constituent matters as listed in the caption above.

14 2. **Settling Class.** The Court finds, for purposes of settlement only, that the
15 Settling Class as defined in the Agreement meets the requirements for certification under
16 California law, and therefore conditionally certifies, for settlement purposes only, the
17 following Settling Class comprised of two subclasses:

18 California Subclass: All individuals who are or previously were employed by
19 United in California and classified as a non-exempt ramp agent or customer
20 service representative employees at any time during the period February 14, 2015,
21 to March 31, 2023.

22 FCRA Subclass: All prospective employees and/or current employees employed
23 by, or formerly employed by United in California who, as a condition of
24 employment, were required to submit to a background check and/or consumer
25 report at any time during the period August 12, 2015, to March 31, 2023.

26 3. **Appointment of Class Representative.** The Court appoints, for settlement
27 purposes only, Plaintiffs Ella Brown, Roland E. Robinson, Samuel Umanzor, and Carlos
28

1 Santos as Class Representatives.

2 4. **Appointment of Class Counsel.** The Court appoints, for settlement
3 purposes only, the following counsel as Settlement Class Counsel:

4 Norman B. Blumenthal
5 Kyle R. Nordrehaug
6 Aparajit Bhowmik
7 BLUMENTHAL NORDREHAUG BHOWMIK DE BLOUW LLP
8 2255 Calle Clara
9 La Jolla, CA 92037
10 Telephone: 858-551-1223
11 Facsimile: 858-551-1232

12 Michael Nourmand
13 James A. De Sario
14 THE NOURMAND LAW FIRM, APC
15 8822 West Olympic Boulevard
16 Beverly Hills, CA 90211
17 Telephone: 310-553-3600
18 Facsimile: 310-553-3603

19 Laurence D. King
20 Matthew B. George
21 KAPLAN FOX & KILSHEIMER LLP
22 1999 Harrison Street, Suite 1560
23 Oakland, California 94612
24 Telephone: 415-772-4700
25 Facsimile: 415-772-4707

26 James R. Hawkins
27 Christina M. Lucio
28 JAMES HAWKINS APLC
9880 Research Drive, Suite 200
Irvine, CA 92618
Telephone: 415-772-4700
Facsimile: 415-772-4707

Shani O. Zakay
ZAKAY LAW GROUP, APLC
5440 Morehouse Drive, Suite 5400
San Diego, CA 92121
Telephone: (619) 255-9047

1 Facsimile: (858) 404-9203

2 5. **Settlement Administrator and Notice.** The Settling Parties shall retain
3 the services of CPT Group for the administration of the Settlement, and said entity is
4 hereby appointed Settlement Administrator. As described in Paragraphs 21 and 22 of the
5 Agreement, by no later than ten (10) business days after receiving the information
6 described in Paragraph 20 of the Agreement, the Settlement Administrator shall provide
7 notice of settlement (“Settlement Class Notice”) and an adjustment form (“Adjustment
8 Form”) to all Settling Class Members by first class U.S. mail to their last known address
9 according to the information that United will provide to the Settlement Administrator
10 pursuant to Paragraph 20 of the Agreement. The Settlement Class Notice shall be in the
11 form lodged as Exhibit “B” to the Agreement. The Settlement Administrator shall make
12 such further efforts as are possible and reasonable (if any) to provide the Settlement Class
13 Notice to Settling Class Members whose original Settlement Class Notice is returned as
14 undeliverable, provided that all such efforts shall be completed by the sixtieth (60th)
15 calendar day after the Settlement Class Notice is mailed. The Court finds that the content
16 and schedule of the mailings discussed in this Order meet the requirements of due
17 process, provide the best notice practicable, and will constitute sufficient notice to
18 Settling Class Members.

19 6. **Requests for Adjustment.** Settling Class Members may request a change
20 to their allocation under the Settlement by mailing the Settlement Administrator a signed
21 and dated Adjustment Form, along with supporting documentation, as set forth in
22 Paragraph 48 of the Agreement. The Adjustment Form shall be in the form lodged as
23 Exhibit “C” to the Agreement. Pursuant to the terms of the Agreement, the Settlement
24 Administrator shall have the authority to determine the appropriate payments to Settling
25 Class Members and shall have final authority to resolve any disputes regarding the same.

26 7. **Exclusions.** Putative Settling Class Members may exclude themselves from
27 the Settlement Class by mailing the Settlement Administrator a signed and dated request
28

