

Electronically Received 02/25/2025 10:06 AM

EMPLOYMENT RIGHTS LAWYERS, APC

Amir H. Seyedfarshi (SBN 301656)
amir@employmentrightslawyers.com
6380 Wilshire Blvd., Suite 1602
Los Angeles, California 90048
Tel: (424) 777- 0964

LAW OFFICE OF FARRAH MIRABEL

Farrah Mirabel (SBN 162933)
fmesq@fmirabel.com
1070 Stradella Rd.
Los Angeles, CA 90077
Tel: (714) 972-0707; Fax: (949) 427-1796

Attorneys for Plaintiff Hernan Cortes Diaz as an individual and on behalf of all others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

Hernan Cortes Diaz as an individual and on
behalf of all others similarly situated,

Plaintiff,

v.

Pacific Airline Linen Services LLC; Cohesive
Networks 2 Inc.; People Inc. and DOES 1
through 50, inclusive;

Defendants.

CASE NO: 23STCV28748

ASSIGNED FOR ALL PURPOSES TO
HON. WILLIAM F. HIGHBERGER

~~PROPOSED~~ **ORDER GRANTING
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: April 22, 2025
Time: 10:30 AM
Dept: 10

FILED

Superior Court of California
County of Los Angeles

04/22/2025

David W. Stryker, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

1 **~~PROPOSED~~ ORDER**

2 On April 22, 2025, Plaintiff Hernan Cortes Diaz (“Plaintiff”) filed a Motion for
3 Preliminary Approval of Class Action Settlement (“Motion”) came on for hearing in Department
4 10 of the Superior Court of California, County of Los Angeles. The Court, having fully reviewed
5 the motion for preliminary approval of class action settlement; points and authorities and
6 declarations filed in support; and Class Action Settlement and Release (“Settlement”), including
7 the Notice of Class Action Settlement (“Notice”), ; and in recognition of the Court’s duty to make
8 a preliminary determination as to the reasonableness of any proposed Class Action settlement,
9 and if preliminarily determined to be reasonable, to ensure proper notice is provided to Class
10 Members in accordance with due process requirements, and to set a Final Fairness Hearing to
11 consider the proposed Settlement as to the good faith, fairness, adequacy and reasonableness of
12 any proposed settlement.

13 **IT IS HEREBY ORDERED:**

14
15 1. The Settlement Agreement entered into by and between Plaintiff individually and
16 on behalf of Class Members (defined below) and Defendants Pacific Airline Linen Services LLC
17 (“PALS”), Cohesive Networks 2 Inc., and People Inc. (Cohesive Networks 2, Inc. and People,
18 Inc. collectively “CN2”), (PALS and CN2 collectively, “Defendants”) the settlement is
19 preliminarily approved, as the terms of the settlement are found to be fair, adequate and,
20 reasonable.
21

22 2. The following class is conditionally certified for settlement purposes only: all non-
23 exempt hourly-paid individuals who are or were California residents and are or were employed
24 by Defendant PALS in the State of California, and who worked one or more shifts during the
25 Class Period. The Class Period is defined as all non-exempt individuals who or were employed
26 by Defendant PALS during the period of November 22, 2019 to October 30, 2024 (“Class
27 Period”).
28

1 3. Plaintiff Hernan Dias Cortez is appointed as the Class Representative. Farrah
2 Mirabel of the Law Offices of Farrah Mirabel and Amir Seyedfarshi of Employment Rights
3 Lawyers, APC are appointed as Class Counsel.

4 4. The Parties' proposed notice plan is hereby approved as the best notice practicable.
5
6 The proposed Settlement Class Notice is attached hereto as **Exhibit A** and is sufficient to inform
7 the Class Members of the terms of the Settlement Agreement, their rights to receive monetary
8 payments under the Settlement Agreement, their right to exclude themselves from the Settlement
9 and their right to object to the Settlement. The Court finds the notice requirements of Rules of
10 Court, rules 3.766(d) and 3.769(f) are satisfied, and that the Class Notice adequately advises Class
11 Members of their rights under the Settlement. Counsel for the Parties are authorized to correct
12 any typographical errors that may be discovered in the Notice Packet and make clarification, to
13 the extent some are found or needed, so long as the corrections do not materially alter the
14 substance of the Notice Packet.
15

16 5. ILYM Group, Inc. ("Settlement Administrator") is appointed to act as the
17 Settlement Administrator pursuant to the terms of the Settlement Agreement. Within fifteen (15)
18 days of the date of this order, Defendant PALS will provide the Settlement Administrator with
19 the class information necessary to facilitate the mailing of the Notice Packet. No more than
20 fourteen (14) days after receiving the class information, the Settlement Administrator shall mail
21 the Notice Packet to all Settlement Class Members by regular First-Class Mail. The Settlement
22 Administrator is ordered to carry out the Settlement according to the terms of the Settlement
23 Agreement and in conformity with this Order, including disseminating the Notice Packet
24 according to the notice plan described in the Settlement Agreement in English and Spanish. The
25 Settlement Administrator shall file a declaration concurrently with the filing of any final approval,
26
27
28

1 authenticating a copy of every Exclusion Form and Objection Form received by the Settlement
2 Administrator. The Settlement Administrator will give notice to any objecting party of any
3 continuance of the hearing for final approval. Based upon the cost estimate submitted by ILYM
4 Group, Inc., the Court preliminarily approves administration costs in the amount of nine thousand
5 dollars (\$7,950.00).
6

7 6. The notice response deadline will be sixty (60) calendar days from the date of the
8 initial mailing of the Notice Packet. The procedures and sixty (60) calendar day deadline for
9 members of the class to request exclusion from or to object to the Settlement is adopted as
10 described in the Settlement Agreement, and the Exclusion Form is attached hereto. Any Class
11 Member who intends to object to final approval of the Settlement Agreement must submit a
12 written objection to the Settlement Administrator by mail in accordance with the Settlement
13 Agreement. Any opposition or reply to any objection or the motion for final approval will be due
14 according to Code of Civil Procedure section 1005. An objecting party is not required to
15 personally, or through counsel, appear at the hearing on the motion for final approval for that
16 party's objection to be considered nor is an objecting party required to file or serve, or state in the
17 objection a notice of intention to appear at the hearing on the motion for final approval.

18 7. The Parties are ordered to carry out the settlement according to the terms of the
19 Settlement Agreement.
20

RELEVANT DATES AND DEADLINES

21 8. Defendant PALS shall provide the Settlement Administrator with the following
22 information that is within Defendant PALS's possession for each Class Member: (1) each Class
23 Member's first and last name; (2) last known mailing address; (3) social security number; and (4)
24 total number of workweeks during which the Class Member performed work during the Class
25 Period as a member of the Class. The data contained in the database shall remain confidential and
26 shall not be disclosed to anyone, except to applicable taxing authorities and as needed by the
27 Settlement Administrator to carry out the reasonable efforts required by the Settlement, or
28 pursuant to express written authorization by Defendant PALS or by order of the Court. The

Settlement Administrator shall be authorized to use any reasonable practices to locate Class Members in order to provide them with the Notice Packet and/or Settlement Payments. Neither Class Counsel nor the Settlement Administrator may use the database for any purpose other than to administer the Settlement as provided in the Settlement.

9. The Settlement Administrator, 14 days after receiving the Class Data, will mail a copy of the Notice Packet to all Class Members by first class regular U.S. mail. The Settlement Administrator will engage in address searches consistent with their normal practices in settlements of wage claims, including skip tracing. Any returned envelopes from this mailing with forwarding address will be utilized by the Settlement Administrator to forward the Notice Packet to the Class Members.

10. Each Notice will list the total workweeks worked by the Class Members during the Class Period. To the extent a Class Member disputes the information listed on his or her Notice, the Class Member may produce evidence to the Settlement Administrator showing the number of weeks the Class Member contends to have worked during the Class Period. If there is a dispute, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Class Members and the Parties.

11. All requests for exclusions (opt-outs) must be submitted within sixty (60) calendar days of the mailing of the class notice.

12. All written objections must be mailed to the Settlement Administrator and be postmarked within sixty (60) calendar days of the mailing of the class notice. Any Objection must be signed by the Settlement Class Member and state: (1) the full name of the Settlement Class Member; (2) the last four digits of the Settlement Class Member's Social Security number and/or the Employee ID number; and (3) the basis for the objection.

13. The Court will conduct a Final Fairness Hearing on FILED AS A FINAL ORDER to determine: (1) whether the proposed Settlement is fair, reasonable, and adequate and should be


1 finally approved by the Court; (2) the amount of attorneys' fees and costs to award to Class
2 Counsel; and (3) the amount of Enhancement Payment to the Class Representative. If the
3 settlement is finally approved by the Court, Defendants will receive a release of claims as set
4 forth in the Settlement Agreement.

5 14. Briefs/Motion in Support of Final Approval of the Settlement shall be filed per
6 code.

7 15. The Court reserves the right to continue the date of the Final Fairness Hearing
8 without further notice to Settlement Class Members. The Court retains jurisdiction to consider all
9 further applications arising out of or in connection with the Settlement.
10

11 In the event the Settlement is not finally approved, or otherwise does not become effective
12 in accordance within the terms of the Settlement, this Order shall be rendered null and void and
13 shall be vacated, and the Parties shall revert to their respective positions as of before entering into
14 the settlement.

15
16 Dated: 04/22/2025


HON. WILLIAM F. HIGHBERGER
JUDGE OF THE SUPERIOR COURT