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FILED
Superior Court of California
County of Los Angeles

12/02/2025

David W. Slayton, Executive Officer / Clerk of Court

By: A. Rosas Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

ADAM GOMEZ, NICKLAS WHITE,
RICHARD ESPINOZA, and FREDDIE
EMMANUEL TARIN, individuals, on behalf
of themselves and on behalf of all persons
similarly situated,

Plaintiff,

vs.

METRO AIR SERVICE INC., a Corporation;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **22STCV14964**

~~PROPOSED~~ **FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: December 2, 2025
Hearing Time: 10:30 a.m.

Judge: Hon. Carolyn B. Kuhl
Dept: SS-12

Date Filed: March 5, 2022
Trial Date: Not set

1 The unopposed motion of Plaintiffs Adam Gomez, Nicklas White, Richard Espinoza and
2 Freddie Emmanuel Tarin (“Plaintiffs”) for an order finally approving the Class Action and PAGA
3 Settlement Agreement (“Agreement”) with Defendant Metro Air Services, Inc. (“Defendant”),
4 attorneys’ fees and costs, service payments, and the expenses of the Administrator duly came on
5 for hearing on December 2, 2025 before the Honorable Carolyn B. Kuhl.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Los Angeles, and over all
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of One Million Two Hundred
16 Thousand Dollars and No Cents (\$1,200,000.00) and the terms set forth in the Agreement are fair,
17 reasonable, and adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, and the assistance of an experienced mediator in the settlement process, among other
22 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

- 24 5. On July 1, 2025, the Court granted preliminary approval of the Settlement. At this
25 same time, the Court approved conditional certification of the Class for settlement purposes only.

26 **Notice to the Class**

- 27 6. In compliance with the Preliminary Approval Order, the Court-approved Class
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1 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
2 about July 30, 2025. Mailing of the Class Notice to their last-known addresses was the best notice
3 practicable under the circumstances and was reasonably calculated to communicate actual notice
4 of the litigation and the proposed settlement to the Class. The Class Notice given to the Class
5 Members fully and accurately informed the Class Members of all material elements of the
6 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
7 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
8 fully with the laws of the State of California, the United States Constitution, due process and other
9 applicable law. The Class Notice fairly and adequately described the Settlement and provided
10 Class Members adequate instructions and a variety of means to obtain additional information.

11 7. The Response Deadline for opting out or submitting written objections to the
12 Settlement was September 29, 2025, which for re-mailings was extended by fourteen (14) days.
13 There was an adequate interval between notice and the deadline to permit Class Members to
14 choose what to do and to act on their decision. A full and fair opportunity has been afforded to the
15 Class Members to participate in this hearing, and all Class Members and other persons wishing to
16 be heard have had a full and fair opportunity to be heard. Class Members also have had a full and
17 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
18 Court determines that all Class Members who did not timely and properly submit a request for
19 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

20 **Fairness of the Settlement**

21 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
22 48 Cal.App.4th 1794, 1801 (1996).

23 a. The settlement was reached through arm's-length bargaining between the
24 Parties during an all-day mediation before Jeff Ross, an experienced mediator of wage and hour
25 class actions. There has been no collusion between the Parties in reaching the Settlement.

26 b. Plaintiffs and Class Counsel's investigation and discovery have been
27 sufficient to allow the Court and counsel to act intelligently.

1 c. Counsel for all Parties are experienced in similar employment class action
2 and PAGA litigation. Class Counsel recommended approval of the Agreement.

3 d. The percentage of objectors and requests for exclusion is small. No
4 objections were received. No requests for exclusion were received.

5 e. The participation rate was high. 2,309 Participating Class Members will be
6 mailed a settlement payment, representing 100% of the overall Class.

7 9. The consideration to be given to the Class Members under the terms of the
8 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
9 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
10 Members' claims, given the uncertainties and significant risks of the litigation and the delays
11 which would ensue from continued prosecution of the action.

12 10. The Agreement is approved as fair, adequate and reasonable and in the best
13 interests of the Class Members.

14 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

15 11. An award of \$400,000 for attorneys' fees, representing one-third of the Gross
16 Settlement Amount, and \$53,804.59 for litigation costs and expenses, is reasonable, in light of the
17 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
18 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
19 and billing statement.

20 **Class Representative Service Payments**

21 12. The Agreement provides for a Class Representative Service Payments of not more
22 than \$15,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
23 Representative Service Payments in the amount of ^{\$7,500.00}~~\$15,000~~ each to the Plaintiffs are reasonable in
24 light of the risks and burdens undertaken by the Plaintiffs in this litigation and for their time and
25 effort in bringing and prosecuting this matter on behalf of the Class.

26 **Administration Expenses Payment**

27 13. The Administrator shall calculate and administer the payment to be made to the
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1 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
2 Class Representative Service Payments to the Plaintiffs, issue all required tax reporting forms,
3 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
4 Administrator has documented \$14,950 in fees and expenses, and this amount is reasonable in
5 light of the work performed by the Administrator.

6 **PAGA Penalties**

7 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
8 of \$25,000, which shall be allocated \$18,750 to the Labor & Workforce Development Agency
9 ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
10 Agreement pursuant to the PAGA and \$6,250 to be distributed to the Aggrieved Employees and
11 allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties
12 (\$6,250) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during
13 the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay
14 Periods. "Aggrieved Employees" are all non-exempt employees who worked for Defendant in the
15 State of California at any time during the PAGA Period (March 10, 2021 to the May 5, 2025).
16 Pursuant to Labor Code section 2699, the LWDA was provided notice of the Agreement and these
17 settlement terms and has not indicated any objection thereto. The Court finds the PAGA Penalties
18 to be reasonable.

19 **II.**

20 **ORDERS**

21 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

22 15. The Class is certified for the purposes of settlement only. The Class is defined as
23 follows:

24 All individuals who are or previously were employed by Defendant Metro Air
25 Service, Inc. who were classified as non-exempt in the State of California at any
26 time during the Class Period (May 5, 2018 through May 5, 2025).
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1 16. All persons who meet the foregoing definition are members of the Class, except for
2 those individuals who filed a valid request for exclusion (“opt out”) from the Class. There were
3 no individual who requested exclusion.

4 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
5 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
6 the amounts necessary to fully pay Defendant’s share of payroll taxes by transmitting the funds to
7 the Administrator no later than 14 days after the Effective Date.

8 18. Class Counsel are awarded attorneys’ fees in the amount of \$400,000 and costs in
9 the amount of \$53,804.59. Class Counsel shall not seek or obtain any other compensation or
10 reimbursement from Defendant, Plaintiffs or members of the Class. \$7,500.00

11 19. The payment of Class Representative Service Payments in the amount of ~~\$15,000~~
12 each to the Plaintiffs is approved.

13 20. The payment of \$14,950 to the Administrator for its fees and expenses is approved.

14 21. The PAGA Penalties of \$25,000 is approved and is to be distributed in accordance
15 with the Agreement.

16 22. Pursuant to Labor Code section 2699, Class Counsel shall submit a copy of this
17 Final Approval Order and Judgment to the LWDA within 10 days after its entry.

18 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
19 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
20 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
21 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
22 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
23 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
24 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
25 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
26 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
27 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
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1 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
2 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
3 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
4 Claims and/or Released PAGA Claims.

5 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
6 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
7 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
8 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
9 to individual Class Members.

10 25. If the Agreement does not become final and effective in accordance with the terms
11 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
12 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
13 revert to their respective positions as of before entering into the Agreement, and expressly reserve
14 their respective rights regarding the prosecution and defense of this Action, including all available
15 defenses and affirmative defenses, and arguments that any claim in the Action could not be
16 certified as a class action and/or managed as a representative action.

17 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

18 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
19 Plaintiffs, and all members of the Class, shall take nothing in the Action.

20 27. All Parties shall bear their own attorneys' fees and costs, except as otherwise
21 provided in the Agreement and in this Final Approval Order and Judgment.

22 28. Effective on the date when Defendant fully funds the entire Gross Settlement
23 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
24 Payments, Plaintiffs, Class Counsel, Participating Class Members, Aggrieved Employees and the
25 LWDA will release claims against all Released Parties, as follows:

26 (a) All Participating Class Members, on behalf of themselves and their
27 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
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1 and assigns, release Released Parties from the Released Class Claims. The “Released Class
2 Claims” are all claims that were alleged, or reasonably could have been alleged, based on the facts
3 stated in the Operative Complaint which occurred during the Class Period during employment in a
4 non-exempt position in California. Except as expressly set forth in the Agreement, Participating
5 Class Members do not release any other claims, including claims for vested benefits, wrongful
6 termination, and violation of the Fair Employment and Housing Act, unemployment insurance,
7 disability, social security, workers’ compensation, or California class claims outside the Class
8 Period. The Released Parties are: Defendant and each of its former and present directors, officers,
9 shareholders, owners, attorneys, insurers, predecessors, successors, assigns and subsidiaries

10 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
11 of themselves and their respective former and present representatives, agents, attorneys, heirs,
12 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
13 The “Released PAGA Claims” are all claims for PAGA penalties that were alleged, or reasonably
14 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA
15 Notice, which occurred during the PAGA Period during employment in a non-exempt position in
16 California. The Released PAGA Claims expressly exclude all other claims, including claims for
17 vested benefits, wrongful termination, and Violation of the Fair Employment and Housing Act,
18 unemployment insurance, disability, social security, worker’s compensation, and PAGA claims
19 outside of the PAGA Period.

20 (c) Plaintiffs and their respective former and present spouses, representatives,
21 agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge
22 Released Parties from the Plaintiffs’ Release, as fully set forth in the Agreement.

23 29. For any Class Member or Aggrieved Employee whose Individual Class Payment
24 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
25 Administrator shall transmit the funds represented by such checks to the California Controller’s
26 Unclaimed Property Fund in the name of the individual who failed to chase their check such that
27 there will be no unclaimed residue within the meaning of Code of Civil Procedure Section 384(b).

29a. A final report of the Administrator shall be filed by Sept. 4, 2026. A non-appearance case review re the filing of the final report is set for Sept. 8, 2026.

30. The Court hereby enters judgment in the entire Action as of the filing date of this Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction over the interpretation, implementation, and enforcement of the Settlement and all orders entered in connection therewith pursuant to California Code of Civil Procedure section 664.6.

LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.

12/02/2025

Dated: _____



A handwritten signature in cursive script, reading "Carolyn B. Kuhl".

Carolyn B. Kuhl / Judge

HON. CAROLYN B. KUHL
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA