

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

JUL 21 2023

BY 
JESSICA MORALES, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNARDINO

LUZ GOMEZ and PHILIP HUGHES,
individually, and on behalf of all others
similarly situated,

Plaintiffs,

v.

4400 WE TECHNOLOGIES, INC. d/b/a
PATTERN JOBS; RADIAL, INC.; METRO
AIR SERVICE, INC. and DOES 1 through
250, inclusive;

Defendants.

Case No: CIVSB2207056

Assigned for All Purposes to David Cohn

**[PROPOSED] ORDER GRANTING
PLAINTIFFS' MOTION AND MOTION
FOR PRELIMINARY APPROVAL OF
CLASS AND PAGA ACTION
SETTLEMENT**

Date: July 13, 2023

Time: 8:30 a.m.

Dept.: S26

Date Action Filed: April 7, 2022

1 The Motion for Preliminary Approval of Class Action Settlement, filed by Plaintiffs Luz
2 Gomez and Philip Hughes (collectively, "Plaintiffs") came for hearing on July 13, 2023, at 8:30 a.m.
3 in Department S26 of the above-captioned Court, the Honorable David Cohn presiding. Defendants
4 4400 WE Technologies, Inc. d/b/a Pattern Jobs ("Pattern"), Radial, Inc. ("Radial"), and Metro Air
5 Service, Inc. ("Metro") (collectively, "Defendants") do not oppose the Motion. The Court, having
6 considered the proposed settlement agreement (the "Settlement"), attached as **Exhibit 1** to the
7 Declaration of Carolyn Hunt Cottrell filed concurrently with the Motion, the Motion, Memorandum
8 of Points and Authorities in support thereof, and supporting declarations filed therewith, and any
9 argument presented at the hearing on the Motion; and good cause appearing, **HEREBY ORDERS**

10 **THE FOLLOWING:**

11 1. The Court **GRANTS** preliminary approval of the class action settlement as set forth
12 in the Settlement and finds its terms to be within the range of reasonableness of a settlement that
13 ultimately could be granted approval by the Court at a Final Approval Hearing.

14 2. The Court hereby finds that the Settlement is fair, reasonable, and adequate, and in the
15 best interests of the Class Members.

16 3. For purposes of the Settlement only, the Court finds that the proposed Class is
17 ascertainable and that there is a sufficiently well-defined community of interest among the members
18 of the Class in questions of law and fact. Therefore, for settlement purposes only, the Court grants
19 conditional certification of the Settlement Class, in accordance with the Settlement Agreement

20 4. For purposes of the Settlement, the Court designates Plaintiffs Luz Gomez and Philip
21 Hughes as Class Representatives, and designates Schneider Wallace Cottrell Konecky LLP, and Law
22 Offices of Buchsbaum & Haag, LLP as Class Counsel

23 5. The Court hereby approves as to form and content the notice of settlement ("Settlement
24 Notice"), attached as **Exhibit 2** to the Declaration of Carolyn hunt Cottrell filed concurrently with the
25 Motion.

26 6. The Court finds that the form of notice to the Class Members regarding the pendency
27 of the action and of the Settlement, and the methods of giving notice to Class Members, constitute the
28 best notice practicable under the circumstances, and constitute valid, due, and sufficient notice to all

1 Class Members. The form and method of giving notice complies fully with the requirements of
2 California Code of Civil Procedure section 382, California Rules of Court 3.766 and 3.769, the
3 California and United States Constitutions, and other applicable law.

4 7. The Court designates ILYM Group, Inc. as the third-party Settlement Administrator
5 for mailing notices and administering the Settlement.

6 8. The Court further approves the manner and method for Class Members to request
7 exclusion from the Settlement, object to the Settlement, and/or dispute the Workweeks credited to
8 them, as contained in the Settlement and Notice of Settlement.

9 9. The procedures and requirements for filing objections in connection with the Final
10 Approval Hearing are intended to ensure the efficient administration of justice and the orderly
11 presentation of any Class Member's objection to the Settlement, in accordance with the due process
12 rights of all Class Members.

13 10. The Court hereby authorizes and directs the dissemination of the Notice of Settlement
14 to the Class as set forth in the Settlement Agreement.

15 11. The Settlement Notice shall provide 45 days' notice from the date of initial mailing
16 (plus an additional 21 days for Class Members whose notices were remailed) for Class Members to
17 opt out of, or object to, the Settlement.

18 12. The Final Approval Hearing on the question of whether the Settlement should be
19 finally approved as fair, reasonable, and adequate is scheduled for November 7 2023 at 9:00 a.m.
20 Department S26. At the Final Approval Hearing, the Court will consider: (a) whether the Settlement
21 should be finally approved as fair, reasonable, and adequate for the Class, the Aggrieved Employees
22 and the State of California; (b) whether a judgment granting final approval of the Settlement should
23 be entered; and (c) whether Plaintiffs' application for reasonable attorneys' fees, reimbursement of
24 litigation expenses, Service Awards to Plaintiffs, and settlement administration costs should be
25 granted.

26 13. Counsel for the parties shall file memoranda, declarations, or other statements and
27 materials in support of their request for final approval of the Settlement, attorneys' fees, litigation
28 expenses, Plaintiffs' representative payment, and settlement administration costs prior to the Final

1 Approval Hearing according to the time limits set by the Code of Civil Procedure and the California
2 Rules of Court.

3 14. The Court orders that the following implementation schedule be followed:

| 4 EVENT | DEADLINE |
|--|---|
| 5 Preliminary Approval of the Settlement by 6 the Court | June 13, 2023 |
| 7 Defendants to deliver Class Data to the 8 Administrator (Settlement Agreement, ¶ 9 9.3) | Within 10 days after entry of the order granting Preliminary Approval |
| 10 Administrator to mail Class Notice to 11 Class Members/Aggrieved Employees 12 (Settlement Agreement, ¶ 9.4) | 10 business days after receiving the Class Data |
| 13 Class Member/Aggrieved Employees 14 Notice Response Deadline for written 15 objections, challenges to workweeks 16 and/or PAGA Pay Periods, and Requests 17 for Exclusion (Settlement Agreement, ¶¶ 18 3.23, 3.24, 9.5, 9.6) | 45 days after Administrator mails Class Notice (plus additional 21 days for Class Members/Aggrieved Employees whose notices were remailed) |
| 19 Administrator re-mails any Class Notice 20 returned as undeliverable (Settlement 21 Agreement, ¶¶ 9.4.1, 9.4.2, 9.4.3) | 5 days of receiving a returned Class Notice with a forwarding address, and 10 days of receiving a returned Class Notice without a forwarding address |
| 22 Settlement Administrator to provide 23 Counsel notice of the valid written 24 objections received (Settlement 25 Agreement, ¶ 9.8) | 2 business days after receipt |
| 26 Effective Date (Settlement Agreement, ¶ 27 3.11) | (a) the date of final affirmance on appeal of the Judgment; (b) the date of final dismissal of any appeal from the Judgment or the final dismissal of any proceeding to review the Judgment; (c) if no appeal is filed, the expiration date of the time for the filing or noticing of any appeal from the Court's Judgment; or (d) the date on which the courts in the <i>Gomez</i> Federal Action and <i>Hughes</i> State Action have both approved dismissals of those actions |
| 28 Deadline for Defendants to pay \$1,900,000.00 to the Settlement Administrator's Qualified Settlement Fund to make payments to Settlement Class Members, the Class Representative | 30 days after the Effective Date |

| EVENT | DEADLINE |
|---|---|
| Payments, the PAGA Payment to the LWDA and the Aggrieved Employees, and the Class Counsel Fees and Costs Payment (Settlement Agreement, ¶ 10.3) | |
| Deadline for the Settlement Administrator to mail or wire all required payments to the Named Plaintiffs, the LWDA, Class Counsel, and Settlement Class Members and Aggrieved Employees (Settlement Agreement, ¶ 10.3) | 45 days after the Effective Date |
| Checks for the Individual Settlement payments will become void and no longer available if not cashed (Settlement Agreement, ¶ 10.6) | 180 days from the date of mailing |
| Funds from uncashed checks to revert to <i>cy pres</i> (Settlement Agreement, ¶ 10.6) | At the conclusion of the check-cashing period |
| Plaintiffs' Motion for Class Counsel Fee Award and Class Counsel Litigation Expense Payments (Settlement Agreement, ¶¶ 8.2, 12.2) | 16 court days prior to Final Approval Hearing |
| Plaintiffs' Motion for Final Approval (Settlement Agreement, ¶ 12.2) | 16 court days prior to Final Approval Hearing |
| Final Approval Hearing | November 7, 2023 |

15. Pending the Final Approval Hearing, all proceedings in this action, other than proceedings necessary to carry out or enforce the terms and conditions of the Settlement and this Order, are stayed.

16. Counsel for the parties are hereby authorized to utilize all reasonable procedures in connection with the administration of the Settlement which are not materially inconsistent with either this Order or the terms of the Settlement.

IT IS SO ORDERED. LET JUDGMENT BE ENTERED ACCORDINGLY.

Dated: 7/21/23


JUDGE DAVID COHN

1 **PROOF OF SERVICE**

2 I, the undersigned, declare that I am, and was at the time of service of the papers herein
3 referred to, over the age of 18 years and not a party to the within action or proceeding. I am
4 employed at Schneider Wallace Cottrell Konecky LLP located at 300 S Grand Avenue, Suite
2700, Los Angeles, California 90071.

5 On July 17, 2023 I served the following document(s):

6 **[PROPOSED] ORDER GRANTING PLAINTIFFS' MOTION AND MOTION FOR
7 PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT**

8 on the following person(s) listed below, as follows:

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25 ☒ **BY ELECTRONIC SERVICE:** Eugene Huffman, Paralegal, has submitted an
26 electronic version of the above-referenced document to the person(s) whose email
27 address(es) are known to me as listed above.
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I declare under penalty of perjury under the laws of the State of California and the United States of America that the foregoing is true and correct.

Executed on July 17, 2023, in North Hollywood, California.


Eugene Huffman