

ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO.: NAME: Mark Yablonovich (SBN 186670); Monica Balderrama (SBN 196424) FIRM NAME: LAW OFFICES OF MARK YABLONOVICH STREET ADDRESS: 9465 Wilshire Boulevard, Suite 300 CITY: Beverly Hills STATE: CA ZIP CODE: 90212 TELEPHONE NO.: (310) 286-0246 FAX NO.: (310) 407-5391 E-MAIL ADDRESS: Mark@Yablonovichlaw.com; Monica@Yablonovichlaw.com ATTORNEY FOR (name): Plaintiff David Guzman		<b>FOR COURT USE ONLY</b>  <b>on 2/28/2025 3:44 PM</b> <b>Reviewed By: M. Offhaus</b> <b>Case #22CV399013</b> <b>Envelope: 18439465</b>
SUPERIOR COURT OF CALIFORNIA, COUNTY OF Santa Clara STREET ADDRESS: 161 North First Street MAILING ADDRESS: CITY AND ZIP CODE: San Jose, CA 95113 BRANCH NAME: Old Courthouse		
PLAINTIFF/PETITIONER: David Guzman DEFENDANT/RESPONDENT: Gama Aviation Engineering, Inc. OTHER:		CASE NUMBER: 22CV399013
		JUDICIAL OFFICER: Hon. Theodore C. Zayner
PROPOSED ORDER (COVER SHEET)		DEPT: 19

**NOTE:** This cover sheet is to be used to electronically file and submit to the court a proposed order. The proposed order sent electronically to the court must be in PDF format and must be attached to this cover sheet. In addition, a version of the proposed order in an editable word-processing format must be sent to the court at the same time as this cover sheet and the attached proposed order in PDF format are filed.

1. Name of the party submitting the proposed order:  
Plaintiff David Guzman
2. Title of the proposed order:  
[PROPOSED] ORDER OF APPROVAL OF PAGA SETTLEMENT AND FINAL JUDGMENT
3. The proceeding to which the proposed order relates is:
  - a. Description of proceeding: Motion for Court Approval of PAGA Settlement
  - b. Date and time: February 26, 2025 at 1:30 p.m.
  - c. Place: Superior Court of the State of California for the County of Santa Clara  
191 North First Street, Dept. 19  
San Jose, CA 95113
4. The proposed order was served on the other parties in the case.

Monica Balderrama

(TYPE OR PRINT NAME)



(SIGNATURE OF PARTY OR ATTORNEY)

CASE NAME:

Guzman v. Gama Aviation Engineering, Inc.

CASE NUMBER:

22CV399013

**PROOF OF ELECTRONIC SERVICE  
PROPOSED ORDER**

1. I am at least 18 years old and **not a party to this action.**

a. My residence or business address is (*specify*):

9465 Wilshire Boulevard, Suite 300, Beverly Hills, CA 90212

b. My electronic service address is (*specify*): Adavis@yablonovichlaw.com

2. I electronically served the *Proposed Order (Cover Sheet)* with a proposed order in PDF format attached, and a proposed order in an editable word-processing format as follows:

a. On (*name of person served*) (*If the person served is an attorney, the party or parties represented should also be stated.*):

Attorneys for Defendant Gama Aviation Engineering, Inc., Shannon B. Nakabayashi and Ronald Q. Tran

b. To (*electronic service address of person served*): Shannon.Nakabayashi@jacksonlewis.com; Ronald.Tran@jacksonlewis.com;  
Patricia.Giatis@jacksonlewis.com; Angela.Johnson@jacksonlewis.com

c. On (*date*): 2/28/2025

☐ Electronic service of the *Proposed Order (Cover Sheet)* with the attached proposed order in PDF format and service of the proposed order in an editable word-processing format on additional persons are described in an attachment.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: 2/28/2025

Aarika Davis

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

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11 Attorneys for Plaintiff David Guzman, a proxy for the State of California  
12 as an aggrieved employee pursuant to the Private Attorneys General Act

Filed  
March 5, 2025  
Clerk of the Court  
Superior Court of CA  
County of Santa Clara  
22CV399013  
By: MJacobo

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SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF SANTA CLARA

DAVID GUZMAN, a proxy for the State of  
California as an aggrieved employee  
pursuant to the Private Attorneys General  
Act ("PAGA"),

Plaintiff,

vs.

GAMA AVIATION ENGINEERING,  
INC., and DOES 1 through 10, inclusive,

Defendant.

Case No.: 22CV399013

Assigned for all purposes to Hon. Theodore C.  
Zayner, Dept. 19

ENFORCEMENT ACTION UNDER THE  
PRIVATE ATTORNEYS GENERAL ACT,  
CALIFORNIA LABOR CODE §§ 2698 ET  
SEQ.

**[PROPOSED] ORDER OF APPROVAL OF  
PAGA SETTLEMENT AND FINAL  
JUDGMENT**

Date: February 26, 2025  
Time: 1:30 p.m.  
Dept.: 19

Complaint Filed: June 9, 2022

1 **ORDER**

2 The above-entitled action came on for hearing before the Honorable Theodore C. Zayner on  
3 February 26, 2025, at 1:30 p.m. in Department 19. The Court, having considered Plaintiff’s Motion for  
4 Approval of PAGA Settlement and the Joint Stipulation of PAGA Settlement and Release Agreement  
5 (“PAGA Settlement” or “Settlement Agreement”), and determining that the settlement is fair, adequate  
6 and reasonable, and good cause appearing therefore, it is hereby **ORDERED** as follows:

7 **I. INTRODUCTION**

8 This is a representative action arising from alleged wage and hour violations. On June 9, 2022,  
9 plaintiff David Guzman (“Plaintiff”) commenced this action by filing a Complaint against defendant  
10 Gama Aviation Engineering, Inc. (“Defendant”), asserting a sole cause of action for civil penalties  
11 pursuant to California Labor Code section 2698, *et seq.* [the Private Attorneys General Act (“PAGA”)].

12 The parties have reached a settlement. Plaintiff has filed a motion for approval of the PAGA  
13 settlement, and the motion is unopposed.

14 **II. LEGAL STANDARD**

15 Under PAGA, an aggrieved employee may bring a civil action personally and on behalf of other  
16 current or former employees to recover civil penalties for Labor Code violations. (*Iskanian v. CLS*  
17 *Transp. Los Angeles, LLC* (2014) 59 Cal.4th 348, 380, overruled on other grounds by *Viking River*  
18 *Cruises, Inc. v. Moriana* (2022) 596 U.S.\_\_\_\_ [2022 U.S. LEXIS 2940].) Seventy-five percent of any  
19 penalties recovered go to the Labor and Workforce Development Agency (“LWDA”), leaving the  
20 remaining 25 percent for the employees. (*Ibid.*) PAGA is intended “to augment the limited enforcement  
21 capability of [the LWDA] by empowering employees to enforce the Labor Code as representatives of  
22 the Agency.” (*Id.* at p. 383.) A judgment in a PAGA action binds all those, including nonparty aggrieved  
23 employees, who would be bound by a judgment in an action brought by the government. (*Id.* at p. 381.)

24 A superior court must review and approve any PAGA settlement. (Lab. Code, § 2699, subd.  
25 (1)(2).) The court’s review “ensur[es] that any negotiated resolution is fair to those affected.” (*Williams v.*  
26 *Superior Court* (2017) 3 Cal.5th 531, 549.) The proposed settlement must be submitted to the LWDA at  
27 the same time it is submitted to the court. (*Ibid.*)

28 As discussed by one court:

1 PAGA does not establish a clear standard for evaluating PAGA settlements. ...  
2 [¶]  
3 Accordingly, certain courts have been willing to approve PAGA settlements  
4 only if (1) the statutory requirements set forth by PAGA have been satisfied, and  
5 (2) the settlement agreement is fair, reasonable, and adequate in view of  
6 PAGA's public policy goals.

7 (*Patel v. Nike Retail Services, Inc.* (N.D. Cal. 2019) 2019 WL 2029061, 2019 U.S. Dist. LEXIS 77988  
8 (*Patel*), at \*5.)

9 As part of this analysis, these courts have evaluated proposed PAGA settlements under the  
10 relevant factors from *Hanlon v. Chrysler Corp.* (9th Cir. 1998) 150 F.3d 1011, 1026. (*Patel, supra*, 2019  
11 U.S. Dist. LEXIS 77988 at \*5-6.) “Of the *Hanlon* factors, the following are relevant to evaluating [a]  
12 PAGA settlement: (1) the strength of the plaintiff's case; (2) the risk, expense, complexity, and likely  
13 duration of further litigation; (3) the amount offered in settlement; (4) the extent of discovery completed  
14 and the stage of the proceedings; (5) the presence of government participation; and (6) the expertise and  
15 views of counsel.” (*Ibid.*)

16 Similar to its review of class action settlements, the Court must “determine independently  
17 whether a PAGA settlement is fair and reasonable,” to protect “the interests of the public and the LWDA  
18 in the enforcement of state labor laws.” (*Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 76–77.) It  
19 must make this assessment “in view of PAGA's purposes to remediate present labor law violations, deter  
20 future ones, and to maximize enforcement of state labor laws.” (*Id.* at p. 77; see also *Haralson, supra*,  
21 383 F. Supp. 3d at p. 971 [“when a PAGA claim is settled, the relief provided for under the PAGA  
22 [should] be genuine and meaningful, consistent with the underlying purpose of the statute to benefit the  
23 public ....”], quoting LWDA guidance discussed in *O'Connor v. Uber Technologies, Inc.* (N.D. Cal.  
24 2016) 201 F.Supp.3d 1110 (*O'Connor*).)

25 “[W]hen a PAGA claim is settled, the relief provided ... [should] be genuine and meaningful,  
26 consistent with the underlying purpose of the statute to benefit the public ....” (*O'Connor, supra* at p.  
27 1133.) The settlement must be reasonable in light of the potential verdict value. (*Id.* at 1135 [rejecting  
28 settlement of less than one percent of the potential verdict].) But a permissible settlement may be  
substantially discounted, given that courts often exercise their discretion to award PAGA penalties below  
the statutory maximum even where a claim succeeds at trial. (See *Viceral v. Mistras Group, Inc.* (N.D.

Cal., Oct. 11, 2016, No. 15-CV-02198-EMC) 2016 WL 5907869, 2016 U.S. Dist. LEXIS 140759 at \*8-9.)

### III. DISCUSSION

#### A. Provisions of the Settlement

Plaintiff moves for approval of a proposed settlement made on behalf of Aggrieved Employees, defined as:

[A]ll persons who were employed by Defendant as non-exempt hourly-paid employees within the State of California during the PAGA Period [April 5, 2021 through September 30, 2024].

(Declaration of Mark Yablonovich in Support Motion for Approval of PAGA Settlement (“Yablonovich Decl.”), Ex. 1 (“Agreement”), ¶¶ 13, 27.)

Defendant will pay a non-reversionary gross settlement amount of \$142,500, subject to an escalator clause. (Agreement, ¶ 38(a).) This amount includes attorney fees of one third of the gross settlement amount (\$47,500), litigation costs not to exceed \$20,000, settlement administration costs of up to \$5,000, and a service award to Plaintiff of \$10,000. (*Ibid.*) Of the remaining amount, 75 percent will be paid to the LWDA, and 25 percent will be paid to Aggrieved Employees as individual settlement payments, according to the number of pay periods worked during the PAGA Period. (*Ibid.*) Funds from checks remaining uncashed more than 180 days after mailing will be transmitted to WorkSafe as the designated *cy pres* recipient. (*Id.* at ¶ 38(b).) The court approves the *cy pres* recipient.

In exchange for the settlement, Aggrieved Employees will be deemed to have released Defendant and related persons and entities (including the entities Jet East, a Gamma Aviation Company, and West Star Aviation) from all claims for PAGA civil penalties that were alleged, or reasonably could have been alleged, based on the same set of operative facts alleged in the Complaint and PAGA Notice. (Agreement, ¶¶ 32-34, 46.) The release provisions are appropriately tailored to the factual allegations of the operative pleading. (See *Amaro v. Anaheim Arena Management, LLC* (2021) 69 Cal.App.5th 521, 538.)

#### B. Fairness of the Settlement

Plaintiff contends that the civil penalties secured by the PAGA settlement are fair, adequate, and reasonable. (Motion, pp. 9-11; Yablonovich Decl., ¶¶ 21-27.) Plaintiff explains that the settlement is the result of arms-length and non-collusive negotiations. (Yablonovich Decl., ¶ 20.) On August 1, 2024, the

1 parties participated in a full-day mediation with Doug Leach. (*Id.* at ¶ 17.) Prior to mediation, Plaintiff  
2 propounded written discovery, seeking employee contact information, time and payroll records, and  
3 applicable wage and hour policies and documents. (*Id.* ¶ 14.) Defendant provided responses, including  
4 Plaintiff's personnel file and a copy of Defendant's employee handbook. (*Ibid.*) Defendant produced  
5 employee time and pay records for approximately 40 employees, and Plaintiff's expert analyzed the data  
6 produced. (*Id.* at ¶ 17.)

7 Plaintiff provides an analysis of the value of his PAGA claims based on Defendant's estimated  
8 maximum exposure and other factors. (Motion, pp. 11-17; Yablonovich Decl., ¶¶ 24-25 and Ex. 2.)  
9 According to Plaintiff's analysis, Defendant's estimated total maximum exposure for all claims and  
10 theories of liability is \$674,580, and Plaintiff provides a breakdown of this amount by claim.  
11 (Yablonovich Decl., Ex 2.) Thus, the gross settlement amount of \$142,500 represents approximately 21  
12 percent of Defendant's estimated maximum exposure. This is within the general range of percentage  
13 recoveries that California courts have found to be reasonable. (See *Cavazos v. Salas Concrete, Inc.* (E.D.  
14 Cal., Feb 18, 2022, No. 1:19-cv-00062-DAD-EPG) 2022 U.S. Dist. LEXIS 30201, at \*41-42 [citing  
15 cases indicating that a general range of 5 to 35 percent of the maximum potential exposure is  
16 reasonable].)

17 The court has reviewed Plaintiff's written submissions in support of the proposed settlement, and  
18 based on the circumstances of the case, including the relative strengths of Plaintiffs' case and Defendant's  
19 defenses, the court finds the terms of the settlement to be fair.

20 The settlement provides for some recovery for each Aggrieved Employee and eliminates the risk  
21 and expense of further litigation.

### 22 **C. Service Award, Fees and Costs**

23 As part of the settlement, Plaintiff seeks a service award in the amount of \$10,000. Although  
24 service awards are common in class actions, there is less authority regarding the propriety of service  
25 awards in PAGA cases. Nevertheless, a PAGA case is a representative action like a class action, and  
26 courts have recognized that an individual's willingness to act as a private attorney general may merit a  
27 service award. (See *Rodriguez v. West Publishing Corp.* (9th Cir. 2009) 563 F.3d 948, 959.)  
28

1 Plaintiff has submitted a declaration detailing his participation in the action. (Declaration of  
2 Plaintiff David Guzman, ¶¶ 7-13.) Plaintiff states he has spent approximately 30 hours on this case,  
3 including discussing the case with counsel, reviewing documents, gathering documents for counsel,  
4 being available for mediation, and reviewing settlement documents. (*Id.* at ¶ 13.) Plaintiff asserts that he  
5 acted as a representative for the aggrieved employees and that he waived at least \$12,000 in waiting time  
6 penalties by agreeing to a broader release. (*Id.* at ¶ 14.) The court finds that a service is warranted and  
7 that the amount requested is reasonable. Therefore, the court approves a service award to Plaintiff in the  
8 amount of \$10,000.

9 Plaintiff's counsel seeks attorney fees of \$47,500 (one third of the gross settlement amount).  
10 (Yablonovich Decl., ¶ 35.) Counsel provides evidence demonstrating a lodestar of \$147,513.50, based  
11 on a total of 185.7 hours billed at rates ranging from \$610 to \$950. (*Id.* at ¶ 37.) This results in a negative  
12 multiplier. Therefore, the court finds the requested fees to be reasonable as a percentage of the total  
13 recovery and approves an award of \$47,500 in attorney fees. The agreement provides for an award of  
14 litigation costs up to \$20,000, and Plaintiff's counsel provides evidence of costs incurred in the amount  
15 of \$18,588.49 (*Id.* at ¶¶ 40-41.) Therefore, the court finds costs in the amount of \$18,588.49 to be  
16 reasonable and approves an award in that amount.

17 Finally, Plaintiff asks for settlement administration costs in the amount of \$5,000. The parties  
18 have selected Atticus Administration, LLC ("Atticus") as the settlement administrator and represent that  
19 Atticus has agreed to provide all necessary services for no more than \$5,000. (Agreement, ¶ 38, subds.  
20 (b) and (d); see also Yablonovich Decl., ¶ 44.) The Agreement further provides that if the actual  
21 settlement administration costs are less than \$5,000, the difference shall be reallocated to the net PAGA  
22 settlement amount. (Agreement, ¶ 38(d).) Therefore, the court approves Atticus as the settlement  
23 administrator and approves settlement administration costs up to \$5,000, subject to the terms of the  
24 Agreement and proof at the compliance hearing.

#### 25 **IV. CONCLUSION**

26 The motion for approval of PAGA settlement is GRANTED. The court sets a compliance  
27 hearing for **November 12, 2025 at 2:30 p.m.** in Department 19. At least ten court days before the  
28 hearing, Plaintiff's counsel and the settlement administrator shall submit a summary accounting of the



1 settlement fund identifying distributions made as ordered herein; the number and value of any uncashed  
2 checks; amounts remitted to the *cy pres* recipient; the status of any unresolved issues; and any other  
3 matters appropriate to bring to the court's attention.

4 Plaintiff shall prepare the order in accordance with California Rules of Court, rule 3.1312.

5 This Judgment is intended to be a final disposition in its entirety of the above-captioned action.

6 Without affecting the finality of the Judgment, the Court shall retain exclusive and continuing  
7 jurisdiction over the above-captioned action and the Parties for purposes of enforcing the terms of this  
8 Judgment pursuant to California Code of Civil Procedure section 664.6.

9 This document shall constitute a judgment.

10 **IT IS SO ORDERED, ADJUDGED, AND DECREED.**

11  
12 Dated: March 3, 2025

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\_\_\_\_\_  
14 Hon. Theodore C. Zayner  
15 Judge of the Superior Court  
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## ORDER OF APPROVAL OF PAGA SETTLEMENT AND FINAL JUDGMENT