

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

MARIA RODAS, individually and on behalf of other persons similarly situated,

Plaintiffs,

v.

FLYING FOOD GROUP, LLC; and DOES 1 through 10,

Defendants.

Case No. 2:19-cv-00436-AB-GJSx

**ORDER GRANTING PLAINTIFFS’
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

Date: March 8, 2024

Time: 10:00 a.m.

Ctrm: 7B (First Street) or via Zoom

Before the Court is Plaintiff Maria Rodas’s (“Plaintiffs”) Motion for Preliminary Approval of Class Action Settlement (“Motion,” Dkt. No. 62). Plaintiff seeks preliminary approval of the class action settlement with Defendant Flying Food Group, LLC (“Defendant”), and leave to file an amended Complaint adding Plaintiff Carina Alfaro, of Case No. 2:21-cv-08920-AB-GJSx (the “*Alfaro* Action”) to the *Rodas* action so that the overlapping claims can be settled together and the *Alfaro* Action dismissed. In support of the Motion, Plaintiff filed declarations of counsel and the settlement administrator, and the Settlement and proposed Notice. No opposition was filed. The Court held a hearing on March 8, 2024. For the following reasons, Plaintiffs’ Motion is **GRANTED**.

The Court **HEREBY ORDERS:**

1 1. Preliminary Approval of Proposed Settlement. The Motion and supporting
2 declarations set forth the terms of the Settlement (Dkt. No. 62-6) and the parties’
3 years-long effort to achieve it. In light of these representations, and having
4 reviewed the Settlement, the Court finds, under Fed. R. Civ. P. 23(e)(1)(B), that it
5 “will likely be able to (i) approve the proposal under Rule 23(e)(2); and (ii)
6 certify the class for purposes of judgment on the proposal.” In particular, the
7 Court finds that the Settlement appears fair, reasonable, and adequate as required
8 by Rule 23(e)(2). The Court finds that: (a) the class representatives and counsel
9 have adequately represented the class; (b) the Settlement resulted from extensive
10 arm’s length negotiations as described in the moving papers; (c) the relief is
11 adequate in light of the risks inherent in the claims and in pursuing litigation
12 generally, the distribution plan, and the attorneys’ fees requested; and (d) the
13 proposed Settlement treats members of the Class and the Shift Pay Subclass
14 equitably. The Court has reviewed the fee arrangement for potential collusion in
15 light of the three “red flag” factors set forth in *In re Bluetooth Headset Products*
16 *Liability Litigation*, 654 F.3d 935 (9th Cir. 2011), and concludes that although the
17 Settlement includes a “clear sailing” agreement regarding the fee arrangement,
18 the 25% maximum fee award does not indicate collusion or unfairness, and the
19 settlement amount is non-reversionary. The Court finds that the proposed
20 Settlement warrants notice of the Settlement to persons in the Settlement Class
21 and a full hearing on the approval of the Settlement.

22 2. Settlement Class Definition. The Settlement Class and the Shift Pay Subclass are
23 defined as follows:

- 24 a) The Settlement Class is comprised of all persons who, at any time
25 between January 1, 2017 and November 9, 2023, worked for Flying Food
26 Group, LLC as an hourly employee in the State of California.
27 b) The Shift Pay Subclass is comprised of all persons who worked for
28 Defendant as an hourly employ who received shift pay at any time when
they worked at: 1) the LAV facility between November 30, 2017 and

1 March 8, 2019; 2) the LAX or LAP facility between November 30, 2017
2 and March 3, 2019; or 3) the SFO facility at any time between November
3 30, 2017 and May 17, 2019.

4 3. Provisional Class Certification for Settlement Purposes Only. The Court
5 provisionally finds, for settlement purposes only and conditioned upon the entry
6 of this Order, that the prerequisites for a class action under Fed. R. Civ. P. 23(a)
7 are satisfied in that: (1) the Settlement Class certified herein consists of
8 approximately more than 4,300 persons, the Shift Pay Subclass consists of more
9 than 700 persons, and joinder of all such persons would be impracticable; (2)
10 there are questions of law and fact that are common to the Class; (3) the claims of
11 the Plaintiffs (Rodas and Alfaro) are typical of the claims of the Settlement Class
12 they seek to represent for purposes of settlement; and (4) Plaintiffs and Class
13 Counsel are adequate representatives of the Settlement Class. The Court also
14 finds that Fed. R. Civ. P. 23(b)(3) is satisfied, in that the questions of law and fact
15 common to the Settlement Class predominate over any questions affecting any
16 individual Class Member and that a class action is superior to other available
17 means of adjudicating this dispute.

18 4. Findings Concerning Notice. The proposed Notice is attached as to the
19 Settlement as Exhibit A, and the method of disseminating notice is described
20 therein and in the Longley Decl. (Dkt. No.62-5.) The Court finds that the form,
21 content, and method of the disseminating notice: (i) complies with Fed. R. Civ. P.
22 23(c)(2), as it is the best practicable notice under the circumstances, given the
23 contact information that Defendant maintains, and is reasonably calculated, under
24 all of the circumstances, to apprise the Class Members of the nature of the Action
25 including the definition of the Class, the claims, the terms of the Settlement, their
26 right to object to the Settlement or exclude themselves from the Settlement, and
27 all other components of Rule 23(c)(2)(B); (ii) complies with Rule 23(e); and (iii)
28 meets all applicable requirements of law, including, but not limited to, 28 U.S.C.
§ 1715 and the Due Process Clause(s) of the United States Constitution. The

1 Court finds that the Notice is written in simple terminology that is readily
2 understandable by Class Members. At the Court's recommendation, the parties
3 agreed to, and are hereby **ORDERED** to, include in the Final Fairness Hearing
4 portion of the Notice a statement that Class Members may attend the Final
5 Settlement Hearing via Zoom, and a link to Judge Birotte's webpage with the
6 Zoom link.

- 7 5. Class Representatives. The Court appoints Plaintiffs Maria Rodas and Carina
8 Alfaro as representatives for the Settlement Class, who may request service
9 payments of up to \$9,000 and \$5,000, respectively.
- 10 6. Class Counsel. The Court appoints Gregory N. Karasik of Karasik Law Firm,
11 Sahag Majarian, II of the Law Office of Sahag Majarian, II and Kane Moon of
12 Moon Law Group PC as counsel for the Settlement Class.
- 13 7. Class Counsel Award. The Court preliminarily approves Class Counsel's ability
14 to request attorneys' fees, costs and expenses, including an award of attorney's
15 fees up to \$300,000 (25% of the Gross Settlement Amount), and costs of up to
16 \$20,000.
- 17 8. Administration. The Court appoints Atticus Administration as the Settlement
18 Administrator, at a reasonable fee of \$27,000.
- 19 9. Deadline to Mail Notice. The Court directs the Settlement Administrator to
20 provide notice to members of the Settlement Class as set forth in the Settlement,
21 to be mailed by **April 5, 2024** (about 25 days after the entry of this Order).
- 22 10. Deadline to File Fee Motion. Plaintiffs must file a motion for an award of
23 attorney's fees, costs, and a service payment by **April 29, 2024** (about 3 weeks
24 before deadline to opt out or object).
- 25 11. Deadline for Opt-Outs and Objections. The deadline for members of the
26 Settlement Class to opt out of the settlement or to object to the Settlement is **May**
27 **20, 2024** (about 45 days from the mailing of the class notice).
- 28 12. Final Approval and Fairness Hearing. The final approval and fairness hearing is

1 set for **July 12, 2024, at 10:00 a.m.** (about 120 days after this Order is entered),
2 in Courtroom 7B of the First Street Courthouse, or via Zoom (link provided at
3 <http://www.cacd.uscourts.gov/honorable-andr%C3%A9-birotte-jr>).

4 13. Adding Deadlines to the Notice. Plaintiff must add the foregoing deadlines and
5 dates to the Notice.

6 14. First Amended Complaint. The Court **GRANTS** Plaintiff leave to file the First
7 Amended Complaint, in the form attached to Plaintiff's Motion as Exhibit 1. It
8 must be filed within five days of the issuance of this Order. The Court orders that
9 Defendant need not Answer the First Amended Complaint.

10 15. The *Alfaro* Action. To stay the *Alfaro* Action, the parties must file a separate
11 Stipulation in that case. If Final Approval is granted, the parties must file in the
12 *Alfaro* Action appropriate papers to terminate that action.

13 16. If Final Approval is Denied. If the Court does not grant final approval of the
14 Settlement, the Plaintiffs must withdraw the First Amended Complaint and the
15 stay of the *Alfaro* Action will be vacated upon application of the Plaintiff.

16 17. Extension of Deadlines. Upon application of the parties and for good cause, or on
17 its own, the Court may extend the deadlines set forth in this Order without further
18 notice to the Class.

19 18. Retaining Jurisdiction. This Court maintains jurisdiction over the administration,
20 consummation, validity, enforcement, and interpretation of the Settlement, the
21 final judgment, and any final order approving attorneys' fees and expenses and
22 Enhancement Payments, and for any other necessary purpose.

23 The Pretrial Conference and Jury Trial dates are vacated.

24 **IT IS SO ORDERED.**

25
26 Dated: March 11, 2024



27 HONORABLE ANDRÉ BIROTTE JR.
28 UNITED STATES DISTRICT COURT JUDGE