

UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF
CALIFORNIA

Huntsman v. Southwest Airlines Co.

Huntsman · No. 3:19-cv-00083-JSC · Decided December 11, 2025

SUMMARY

The United States District Court for the Northern District of California grants preliminary approval of a class action settlement in Jayson Huntsman’s action against Southwest Airlines Co. The action alleges that Southwest’s refusal to provide paid leave for short-term military leave violated USERRA. The order provisionally certifies the settlement class, approves the notice plan, appoints David Cash as an additional class representative, and schedules deadlines for objections and final approval.

CASE DETAILS

COURT	United States District Court for the Northern District of California
WRITING FOR THE COURT	Jacqueline Scott Corley
JURISDICTION	United States District Court for the Northern District of California
DECIDED	December 11, 2025
DOCKET	3:19-cv-00083-JSC
DISPOSITION	approved
PROCEDURAL POSTURE	Plaintiff moved for preliminary approval of a class action settlement in an action alleging that Southwest's failure to provide paid leave for short-term military leave violated USERRA. The district court preliminarily certified the settlement class, conditionally appointed a substitute class representative and class counsel, approved the settlement and notice plan on a preliminary basis, and set deadlines for objections and final approval.
STANDARD OF REVIEW	At the preliminary approval stage, the court evaluates whether it will likely be able to certify the class for purposes of judgment and approve the settlement under Rule 23(e)(2), based on a preliminary fairness evaluation. The proposed settlement must appear to result from serious, informed, non-collusive negotiations, lack improper preferential treatment and obvious deficiencies, and fall within the range of possible approval.
PRECEDENTIAL VALUE	unpublished district court order; limited persuasive value

PARTIES

Jayson Huntsman v. Southwest Airlines Co.

TOPICS

class actions civil procedure attorney fees injunctions military law

PRACTICE AREAS

class actions employment law civil procedure military law attorney fees

QUESTIONS PRESENTED

1. Whether the proposed settlement class could be preliminarily certified under Federal Rule of Civil Procedure 23.
2. Whether David Cash could be conditionally substituted as a class representative after Jayson Huntsman's claim for programmatic relief became moot.
3. Whether the proposed class action settlement was sufficiently fair, adequate, reasonable, non-collusive, and free of obvious deficiencies to warrant preliminary approval under Rule 23(e).
4. Whether the proposed notice plan satisfied the requirements of Rule 23(c)(2)(B).
5. Whether the court could defer determination of the reasonableness of attorneys' fees, litigation costs, and service awards until the final approval process.

HOLDINGS

1. The court preliminarily certified the modified settlement class for settlement purposes because the previously certified Rule 23(b)(3) class remained adequate and the settlement agreement only clarified the end date of the class period.
2. A substitute class representative may be conditionally appointed when the original named plaintiff's claim becomes moot after class certification and the substitute adequately represents the class.
3. The proposed settlement warranted preliminary approval because it appeared to result from serious, informed, non-collusive negotiations, did not present improper preferential treatment or obvious deficiencies, and fell within the range of possible approval.
4. The proposed notice plan, as revised, satisfied Rule 23(c)(2)(B) for purposes of preliminary approval because it provided practicable individual and electronic notice and adequately described the settlement and procedures for obtaining information and objecting.
5. The court did not finally determine the reasonableness of the requested attorneys' fees, costs, or service awards at the preliminary approval stage and required supporting documentation and an opportunity for class members to object before final determination.

KEY QUOTATIONS

“At the preliminary approval stage, the court should grant such approval only if it is justified by the parties’ showing that the court will likely be able to (1) “certify the class for purposes of judgment on the proposal”

and (2) “approve the proposal under Rule 23(e)(2).”” (at 1)

“The settlement thus appears the product of serious, informed, non-collusive negotiations.” (at 6)

“The \$18.5 million recovery therefore represents 74.2% of the lowest damages scenario and 26% of the highest.” (at 8)

“Notice is satisfactory if it generally describes the terms of the settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come forward and be heard.” (at 9)

“The party requesting fees bears the burden “of submitting billing records to establish that the number of hours it requested are reasonable,”” (at 10)

FACTUAL BACKGROUND

Jayson Huntsman brought the action on behalf of Southwest employees who took short-term military leave while subject to qualifying collective bargaining agreements. He alleged that Southwest violated USERRA by refusing to provide paid leave for short-term military absences while providing paid leave for comparable nonmilitary absences. After extensive discovery, expert analysis, more than twenty depositions, and mediation, the parties negotiated an \$18.5 million settlement that also provides up to ten days of paid short-term military leave annually beginning in 2026.

PROCEDURAL HISTORY

The action had been litigated for approximately five years. The court had previously certified a Rule 23(b)(3) class, and Southwest had moved to decertify the class when the parties reached a settlement after discovery and mediation. Because the named plaintiff retired from the military and no longer had standing to seek programmatic relief, the court conditionally appointed David Cash as a substitute class representative. The court scheduled a later final approval hearing and did not make a final determination regarding attorneys' fees, costs, or service awards.

DISPOSITION

approved

CASES CITED

- Villegas v. J.P. Morgan Chase & Co., 2012 WL 5878390, at *5 (N.D. Cal. Nov. 21, 2012)
- United States Parole Comm'n v. Geraghty, 445 U.S. 388, 415 n.8 (1980)
- Lierboe v. State Farm Mut. Auto. Ins. Co., 350 F.3d 1018, 1023 n.6 (9th Cir. 2003)
- In re Syncor ERISA Litig., 516 F.3d 1095, 1100 (9th Cir. 2008)
- In re Heritage Bond Litig., 546 F.3d 667, 674-75 (9th Cir. 2008)
- Roes, 1-2 v. SFBSC Mgmt., LLC, 944 F.3d 1035, 1048 (9th Cir. 2019)
- Briseño v. Henderson, 998 F.3d 1014, 1023 (9th Cir. 2021)
- In re Bluetooth Headset Prod. Liab. Litig., 654 F.3d 935, 941-47 (9th Cir. 2011)

- In re Lenovo Adware Litig., 2018 WL 6099948, at *7-8 (N.D. Cal. Nov. 21, 2018)
- Harris v. Vector Mktg. Corp., 2011 WL 1627973, at *8 (N.D. Cal. Apr. 29, 2011)
- Acosta v. Trans Union, LLC, 243 F.R.D. 377, 396 (C.D. Cal. 2007)
- Rodriguez v. W. Publ'g Corp., 563 F.3d 948, 958 (9th Cir. 2009)
- Staton v. Boeing Co., 327 F.3d 938, 976-78 (9th Cir. 2003)
- Churchill Vill., L.L.C. v. Gen. Elec., 361 F.3d 566, 575 (9th Cir. 2004)
- In re Mercury Interactive Corp. Sec. Litig., 618 F.3d 988, 992, 995 (9th Cir. 2010)
- Powers v. Eichen, 229 F.3d 1249, 1256-57 (9th Cir. 2000)
- Gonzalez v. City of Maywood, 729 F.3d 1196, 1202 (9th Cir. 2013)
- Camancho v. Bridgeport Fin., Inc., 523 F.3d 973, 980 (9th Cir. 2008)

OPINION

Huntsman

PER CURIAM.

1 2 3

4 UNITED STATES DISTRICT COURT

5 NORTHERN DISTRICT OF CALIFORNIA

6 7 JAYSON HUNTSMAN, Case No. 3:19-cv-00083-JSC 8 Plaintiff,

ORDER RE: MOTION FOR

9 v. PRELIMINARY APPROVAL OF

CLASS ACTION SETTLEMENT

10 SOUTHWEST AIRLINES CO.,

Re: Dkt. No. 219 Defendant. 11 12 13 Plaintiff Jayson Huntsman filed this action on behalf of himself and similarly situated 14 Southwest employees alleging Southwest Airlines' policy of refusing to provide paid leave for 15 periods of short-term military leave violates USERRA because Southwest provides paid leave for 16 other comparable short-term absences from work. After five years of litigation, the parties 17 reached a class action settlement and now seek preliminary approval of the settlement. (Dkt. No. 18 219.1) Having considered the parties' submissions, having had the benefit of oral argument on

19 November 20, 2025, and having reviewed Plaintiff's supplemental submission, the Court

20 GRANTS preliminary approval of the class action settlement.

21 BACKGROUND

22 The Court assumes the parties' familiarity with the lengthy procedural history of this 23 action and incorporates Plaintiff's discussion of it by reference. (Dkt. No. 219 at 9-11.)

24 THE SETTLEMENT AGREEMENT

25 A. The Settlement Class 26 The Agreement defines the Settlement Class as 27 1 all current or former employees of Southwest who, during their employment with Southwest at any time from October 10, 2004 2 through January 1, 2026, have taken short-term military leave from their

employment with Southwest (i.e., military leave that lasted 14 3 days or fewer) and were subject to a CBA, except for employees subject to the agreement between Southwest and Transport Workers 4 Union Local 550 covering meteorologists. 5 (Dkt. No. 220-1, Settlement Agreement at § I(F).) This settlement class definition modifies the 6 certified class definition by adding the end date of January 1, 2026. 7 B. Payment Terms 8 Under the Settlement Agreement, Defendant will pay \$18,500,000 (“Cash Settlement 9 Amount”). (Id. at § V(1).) From this amount, Plaintiff will seek the following distributions: 10 1. Attorneys’ fees of up to one-third (\$6,105,000) of the Cash Settlement Amount 11 (Dkt. No. 220, Scimone Decl. at ¶ 37); 12 2. Litigation Expenses of \$707,314.30 (Id.); 13 3. Service awards for Plaintiff Huntsman and proposed additional class representative 14 David Cash of \$25,000 each (Dkt. No. 220-1 at § IX(2)); and 15 4. Settlement Administration costs of no more than \$17,500 (Dkt. No. 220, Scimone 16 Decl. at ¶ 35.). 17 The remaining Net Settlement Amount will be divided between Class Members according to the 18 Plan of Allocation set forth in the Settlement Agreement. (Id. at §§ VI(1)-(2); VII.) The Plan of 19 Allocation contemplates the settlement proceeds will be divided between Class Members pro rata 20 based on the amount of their claim, which is based on their rate of pay and dates of short-term 21 military leave. (Id. at § VII.) 22 C. Injunctive Relief 23 In addition to the monetary settlement, beginning in 2026, Defendant will provide service 24 member employees with up to ten days of paid short-term military leave per calendar year. (Id. at 25 ¶ IV(1)(a).) The daily pay will be an approximation of the difference between the employee’s 26 Southwest pay and their military pay with a minimum payment of \$30/day. (Id. at § IV(1)(b).) 27 D. Scope of Release 1 from all claims or causes of action, whether in law or equity, whether 2 known or unknown, that were or could have been pled based on the identical factual predicate in the Complaint, including any claim 3 under USERRA Section 4316(b) for damages, prospective relief, or any other form of relief arising from or based on short-term military 4 leaves taken from October 10, 2004 through January 1, 2026. 5 (Dkt. No. 220-1 at § XIV(1).) 6 Upon the effective date of the settlement (31 days after final approval), the Class 7 Representatives will also release Defendant: 8 from all claims, obligations, demands, actions, rights, charges, suits, debts, causes of action, and liabilities against the Releasees, of 9 whatever kind and nature, character, and description, whether in law or equity, whether sounding in tort, contract, federal, state and/or local 10 law, statute, ordinance, regulation, common law, or other source of law or contract, whether known or unknown, and whether anticipated 11 or unanticipated, from the beginning of time through the Effective Date, including, but not limited to, all claims arising from or related 12 to their employment with Southwest under any federal, local or state statute or regulation, provided, however, that notwithstanding the 13 foregoing, nothing contained in this release shall in any way diminish or impair (i) any claims they may have that cannot be waived under 14 applicable law, (ii) their rights under this Agreement, or (iii) their rights to vested benefits under employee benefit plans. This general 15 release includes, but is not limited to, a release of all claims under USERRA; Title VII of the Civil Rights Act of 1964, 42 U.S.C. §§ 16 2000(e) et seq.; the Age Discrimination in

Employment Act, 29 U.S.C. §§ 621 et seq., as amended by the Older Workers Benefit Protection Act of 1990; Section 1981 of the Civil Rights Act of 1866, 42 U.S.C. § 1981; the Equal Pay Act of 1963, 29 U.S.C. § 206 and 18 the Lilly Ledbetter Fair Pay Act; the Sarbanes-Oxley Act of 2002; the Dodd-Frank Wall Street Reform and Consumer Protection Act; the Fair Labor Standards Act, 29 U.S.C. §§ 201, et seq.; the Consolidated Omnibus Budget Reconciliation Act of 1985, 42 U.S.C. § 1395(c); 20 Executive Order 11141; Section 503 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701, et seq.; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001, et seq.; the Americans with Disabilities Act; the Worker Adjustment and Retraining Notification Act; the Family and Medical Leave Act; the National Labor Relations Act; the Immigration Reform and Control Act; the Occupational Safety and Health Act; the Fair Credit Reporting Act; the California Fair Employment and Housing Act, Cal. Govt. Code § 12940 et seq.; 24 the California Family Rights Act, Cal. Govt. Code § 12945.2; the California Labor Code, including but not limited to Section 132a,

25 Sections 200 et seq. and Sections 1025 et seq., as well as the Private

Attorneys General Act; the California Government Code; the 26 California Constitution; California Unfair Competition Law, Cal. Bus. & Prof. Code § 17200 et seq.; any amendments to the foregoing 27 statutes; and any other laws and/or regulations relating to assert a claim. 1 (Id. at § XIV(2)(a).) The Class Representatives also expressly waive all claims under California 2 Civil Code 1542. (Id. at § XIV(2)(b).) However, the Class Representative's release does not 3 prevent them from filing a charge or complaint with the Equal Employment Opportunity 4 Commission or similar state or federal agency. (Id. at § XIV(2)(c).) 5 E. Notice 6 Plaintiff has selected ILYM as the Settlement Administrator. (Dkt. No. 220 at ¶¶ 33-35.) 7 Defendant will provide ILYM with Class Member contact information by February 6, 2026. (Dkt. 8 No. 220-1 at § III(5).) ILYM will then provide notice by (1) U.S. Mail; (2) email; (3) text; and 9 (4) posting on a dedicated website. (Id. at § III(3).)

10 F. Opt-Outs and Objections 11 Class members will have 60 days from the date of notice to request exclusion (opt-out) or 12 object to the settlement. 13

DISCUSSION

14 The approval of a settlement is a multi-step process. At the preliminary approval stage, the 15 court should grant such approval only if it is justified by the parties' showing that the court will 16 likely be able to (1) "certify the class for purposes of judgment on the proposal" and (2) "approve 17 the proposal under Rule 23(e)(2)." Fed. R. Civ. P. 23(e)(B). If the court preliminarily certifies the 18 class and finds the settlement appropriate after "a preliminary fairness evaluation," then the class 19 will be notified, and a final fairness hearing scheduled to determine if the settlement is fair, 20 adequate, and reasonable pursuant to Rule 23. *Villegas v. J.P. Morgan Chase & Co.*, No. CV 09- 21 00261 SBA (EMC), 2012 WL 5878390, at *5 (N.D. Cal. Nov. 21, 2012). 22

I. CLASS CERTIFICATION

23 A court may preliminarily certify a settlement class if all of the prerequisites of Federal 24 Rule

of Civil Procedure 23(a) have been met, and at least one of the requirements for Rule 23(b) 25 have also been met. See Fed. R. Civ. P. 23. Here, the Court already certified a class under Rule 26 23(b)(3). (Dkt. No. 95) Thus, “the only information ordinarily necessary is whether the proposed 27 settlement calls for any change in the class certified, or of the claims, defenses, or issues regarding 1 which certification was granted.” Fed. R. Civ. P. 23 Advisory Committee’s Note to 2018 2 Amendment. 3 The Settlement Agreement slightly modifies the class definition to clarify the end date for 4 the class period is January 1, 2026. (Dkt. No. 220-1 at § I(F).) Plaintiff also seeks appointment of 5 David Cash, a current Southwest employee and Reservist, as a substitute class representative 6 because Mr. Huntsman retired from the military while this case was pending such that he does not 7 have standing to seek programmatic relief. (Dkt. No. 220, Scimone Decl. at ¶ 21.) Mr. Cash is an 8 adequate representative under Rule 23(a)(4) and his substitution as a class representative is 9 appropriate under the circumstances here. See *United States Parole Comm’n v. Geraghty*, 445 10 U.S. 388, 415 n.8 (1980) (“If the named plaintiff’s own claim becomes moot after certification, the 11 court can re-examine his ability to represent the interests of class members. Should it be found 12 wanting, the court may seek a substitute representative or even decertify the class.”); see also 13 *Lierboe v. State Farm Mut. Auto. Ins. Co.*, 350 F.3d 1018, 1023 n.6 (9th Cir. 2003) (“If [plaintiff] 14 initially had a viable stacking claim that later became moot, then our law in an appropriate case 15 would permit substituting proper class representatives to allow the suit to proceed.”). 16 Accordingly, the Court grants preliminary approval of the Settlement Class and appoints 17 David Cash as a Class Representative.

18 II. PRELIMINARY APPROVAL OF THE SETTLEMENT AGREEMENT

19 Federal Rule of Civil Procedure 23(e) provides “[t]he claims, issues, or defenses of a 20 certified class—or a class proposed to be certified for purposes of settlement—may be settled ... 21 only with the court’s approval.” Fed. R. Civ. P. 23(e). “The purpose of Rule 23(e) is to protect the 22 unnamed members of the class from unjust or unfair settlements affecting their rights.” In re 23 *Syncor ERISA Litig.*, 516 F.3d 1095, 1100 (9th Cir. 2008). So, before a district court approves a 24 class action settlement, it must conclude the settlement is “fundamentally fair, adequate and 25 reasonable.” In re *Heritage Bond Litig.*, 546 F.3d 667, 674–75 (9th Cir. 2008). 26 In determining whether a class action settlement agreement meets this standard, the court 27 may consider some or all of the following factors: complexity, and likely duration of further litigation; (3) the risk of 1 maintaining class action status throughout the trial; (4) the amount offered in settlement; (5) the extent of discovery completed and the 2 stage of the proceedings; (6) the experience and views of counsel; (7) the presence of a governmental participant; and (8) the reaction of the 3 class members to the proposed settlement. 4 *Roes, 1-2 v. SFBSC Mgmt., LLC*, 944 F.3d 1035, 1048 (9th Cir. 2019) (cleaned up). Whether a 5 settlement agreement has been negotiated before a class has been certified or after, the court must 6 also undertake an additional search for more “subtle signs that class counsel have allowed pursuit 7 of their own self-interests and that of certain class members to infect the negotiations.” *Briseño v. 8 Henderson*, 998 F.3d

1014, 1023 (9th Cir. 2021). The Ninth Circuit has identified three such 9 signs: 10 1) when counsel receive a disproportionate distribution of the settlement, or when the class receives no monetary distribution 11 but class counsel are amply rewarded; 12 2) when the parties negotiate a “clear sailing” arrangement providing for the payment of attorneys’ fees separate and apart from class 13 funds, which carries the potential of enabling a defendant to pay class counsel excessive fees and costs in exchange for counsel 14 accepting an unfair settlement on behalf of the class; and 15 3) when the parties arrange for fees not awarded to revert to defendants rather than be added to the class fund. 16 *In re Bluetooth Headset Prod. Liab. Litig.*, 654 F.3d 935, 947 (9th Cir. 2011) (internal quotation 17 marks and citations omitted). 18 Courts may preliminarily approve a settlement and notice plan to the class if the proposed 19 settlement: (1) appears to be the product of serious, informed, non-collusive negotiations; (2) does 20 not grant improper preferential treatment to class representatives or other segments of the class; 21

(3) falls within the range of possible approval; and (4) has no obvious deficiencies. *In re Lenovo 22 Adware Litig.*, No. 15-MD-02624-HSG, 2018 WL 6099948, at *7 (N.D. Cal. Nov. 21, 2018) 23 (citation omitted). 24 A. Whether the Settlement is Fair, Adequate, and Reasonable 25

1. Settlement Process

26 The first factor concerns “the means by which the parties arrived at settlement.” *Harris v. 27 Vector Mktg. Corp.*, No. C-08-5198 EMC, 2011 WL 1627973, at *8 (N.D. Cal. Apr. 29, 2011). To 1 approve a proposed settlement, a court must be satisfied the parties “have engaged in sufficient 2 investigation of the facts to enable the court to intelligently make ... an appraisal of the 3 settlement.” *Acosta v. Trans Union, LLC*, 243 F.R.D. 377, 396 (C.D. Cal. 2007). Courts thus have 4 “an obligation to evaluate the scope and effectiveness of the investigation plaintiffs’ counsel 5 conducted prior to reaching an agreement.” *Id.* 6 The settlement was reached on a fully developed record after several years of discovery. 7 Over this time, Class Counsel obtained and reviewed thousands of pages of discovery, volumes of 8 electronic data from both Southwest and the Department of Defense, responses to six sets of 9 interrogatories and 44 requests for admission, and took and defended more than 20 depositions 10 including Southwest’s quantitative expert. (Dkt. No. 220, Scimone Decl. at ¶¶ 14-15.) Southwest 11 then moved to decertify the class and after that motion was fully briefed, the parties reached the 12 settlement after a full-day mediation session with a mediator with expertise in employee benefits 13 class actions. (*Id.* at ¶ 16.) The settlement thus appears the product of serious, informed, non- 14 collusive negotiations. This factor weighs in favor of approval. 15

2. Lack of Preferential Treatment

16 The Court next considers whether the Settlement Agreement provides preferential 17 treatment to any class member. The Ninth Circuit has instructed district courts to be “particularly 18 vigilant” for signs counsel have allowed the “self-interests” of “certain class members to infect 19 negotiations.” *In re Bluetooth*, 654 F.3d at 947. 20 The only preferential treatment is the service award for Plaintiff Jayson Huntsman and 21 Class Representative David Cash which is subject to Court approval. Such “[i]ncentive awards 22 are fairly typical in class action cases ... to compensate class

representatives for work done on 23 behalf of the class [and] to make up for financial or reputational risk undertaken in bringing the 24 action.” *Rodriguez v. W. Publ’g Corp.*, 563 F.3d 948, 958 (9th Cir. 2009) (cleaned up). While the 25 Court has concerns regarding the \$25,000 service awards sought here as it is substantially higher 26 than amounts typically awarded by courts in this Circuit, see, e.g., *Staton v. Boeing Co.*, 327 F.3d 27 938, 976-78 (9th Cir. 2003), the Court will defer ruling on the appropriateness of the amount 1 constitute “preferential treatment” such that it would defeat preliminary approval. 2 3. Range of Possible Approval 3 The third factor the Court considers is whether the settlement is within the range of 4 possible approval. To evaluate whether the settlement amount is adequate, “courts primarily 5 consider plaintiffs’ expected recovery balanced against the value of the settlement offer.” *Lenovo*, 6 2018 WL 6099948, at *8. This requires the Court to evaluate the strength of Plaintiff’s case. 7 The Settlement Agreement provides for a Settlement Fund of \$18.5 million. (Dkt. No. 220- 8 1, Settlement Agreement at § V(1).)) Given the 2,791 identified Class Members, the net average 9 recovery (after deducting for attorneys fees) assuming this amount were distributed equally would 10 be \$4,421 per Class Member. (Dkt. No. 220, Scimone Decl. ¶ 23.) Plaintiff contends this per- 11 class-member recovery is within the range of other USERRA class settlements and provides 12 several examples. (Dkt. No. 219 at 16 (collecting cases).) Plaintiff’s expert calculated the 13 maximum class recovery at \$70,909,611 through 2021, using jury leave as a comparator (before 14 prejudgment interest). (Dkt. No. 220, Scimone Decl. ¶ 28.) When bereavement leave was used as 15 a comparator the recovery diminished to \$64,549,612 in damages, and to \$24,931,560 when sick 16 leave was used as a comparator. (Id.) The \$18.5 million recovery therefore represents 74.2% of 17 the lowest damages scenario and 26% of the highest. (Id.) Although Class Counsel has 18 confidence in the strength of their case, there were risks of continued litigation including 19 decertification as that motion remained pending when the case settled. (Id. at ¶ 31.) Class 20 Counsel notes no USERRA paid-leave class has proceeded to trial. (Id.) 21 Under these circumstances, the Court agrees the risks and costs of continued litigation 22 balanced against the relief here warrant preliminary approval and comment from class members. 23 4. Obvious Deficiencies 24 Finally, the Court considers whether there exist any obvious deficiencies in the settlement 25 agreement. *Harris*, 2011 WL 1627973, at *8. This factor weighs in Plaintiff’s favor as no obvious 26 deficiencies exist on the face of the settlement agreement. 27 * * * 1 agreement is fair, reasonable, and adequate, and GRANTS preliminary approval.

2 III. CLASS NOTICE PLAN

3 For any class certified under Rule 23(b)(3), class members must be afforded “the best 4 notice that is practicable under the circumstances, including individual notice to all members who 5 can be identified through reasonable effort.” Fed. R. Civ. P. 23(c)(2)(B). Such notice must clearly 6 state the following: 7 (i) the nature of the action; (ii) the definition of the class certified; (iii) the class claims, issues, or defenses; (iv) that a class member may 8 enter an appearance through an attorney if the member so desires; (v) that the court will exclude from the class any member who

requests 9 exclusion; (vi) the time and manner for requesting exclusion; and (vii) the binding effect of a class judgment on members under Rule 10 23(c)(3). 11 Fed. R. Civ. P. 23(c)(2)(B). “Notice is satisfactory if it generally describes the terms of the 12 settlement in sufficient detail to alert those with adverse viewpoints to investigate and to come 13 forward and be heard.” Churchill Vill., L.L.C. v. Gen. Elec., 361 F.3d 566, 575 (9th Cir. 2004) 14 (cleaned up). 15 As discussed above, Plaintiff proposes providing notice by mail in addition to email, text, 16 and posting on a case-specific website. (Dkt. No. 220-1 at § III(3).) For any mailed notices that 17 are returned as undeliverable, the Settlement Administrator will do further research to identify an 18 updated address. (Id. at §§ III(4), VII(2)(a).) The long form mailed notice, and email and text 19 notices generally comply with Rule 23(c). The email and text notice advise Class Members how to 20 seek additional information about the settlement (through the website and by contacting the 21 Settlement Administrator). (Dkt. No. 220-1 at 57-58.) The long form notice to be mailed to Class 22 Members clearly and concisely provides an overview of the lawsuit and clear instructions for how 23 to obtain more information. (Dkt. No. 220-1 at 43.) At the preliminary approval hearing the Court 24 expressed concern regarding blank information on the notice (such as the case-specific website) 25 and the lack of clear language regarding how class members could view the motion for attorneys’ 26 fees and costs and object to the request for attorneys’ fees and costs. Plaintiff has since submitted 27 a revised notice that adequately addresses the Court’s concerns. (Dkt. No. 229.) The notice shall 1 Zoom via the link here: <https://cand.uscourts.gov/judges/corley-jacqueline-scott-jsc/>.

2 IV. ATTORNEYS’ FEES AND COSTS

3 Rule 23(h) provides for an award of attorneys’ fees and costs in a certified class action
4 where it is “authorized by law or by the parties’ agreement.” Fed. R. Civ. P. 23(h). However, 5 “courts have an independent obligation to ensure that the award, like the settlement itself, is 6 reasonable, even if the parties have already agreed to an amount.” Bluetooth, 654 F.3d at 941. 7 Where a settlement produces a common fund for the benefit of the entire class, courts have 8 discretion to employ either the lodestar method or the percentage-of-recovery method to determine 9 whether the requested fees are reasonable. In re Mercury, 618 F.3d at 992. The Ninth Circuit has 10 established a benchmark of 25 percent of the common fund for attorneys’ fees calculations under 11 the latter method. See Powers v. Eichen, 229 F.3d 1249, 1256 (9th Cir. 2000) (“We have ... 12 established twenty-five percent of the recovery as a ‘benchmark’ for attorneys’ fees calculations 13 under the percentage-of-recovery approach.”). Although “[a] district court may depart from the 14 benchmark ..., it must be made clear by the district court how it arrives at the figure ultimately 15 awarded.” Id. at 1256-57. 16 “The lodestar figure is calculated by multiplying the number of hours the prevailing party 17 reasonably expended on the litigation (as supported by adequate documentation) by a reasonable 18 hourly rate for the region and for the experience of the lawyer.” Bluetooth, 654 F.3d at 941. The 19 resulting figure may be adjusted upward or downward to account for several factors, “including 20 the quality of representation, the benefit

obtained for the class, the complexity and novelty of the 21 issues presented, and the risk of nonpayment.” Id. at 941-42 (internal quotation marks and citation 22 omitted). The party requesting fees bears the burden “of submitting billing records to establish that 23 the number of hours it requested are reasonable,” *Gonzalez v. City of Maywood*, 729 F.3d 1196, 24 1202 (9th Cir. 2013), as well as “produc[ing] satisfactory evidence—in addition to the attorneys’ 25 own affidavits—that the requested rates are in line with those prevailing in the community for 26 similar services by lawyers of reasonably comparable skill, experience and reputation,” *Camancho 27 v. Bridgeport Fin., Inc.*, 523 F.3d 973, 980 (9th Cir. 2008) (internal quotation marks and citation 1 method is used, the district court perform a cross-check using the other method to confirm the 2 reasonableness of the fee (e.g., if the percentage-of-recovery method is applied, a cross-check with 3 the lodestar method will reveal if the amount requested is unreasonable in light of the hours 4 reasonably expended). See *Bluetooth*, 654 F.3d at 944-45. 5 The Settlement Agreement provides Class Counsel will file a motion for attorneys’ fees 6 and costs, but will not seek more than one-third of the Settlement Amount. (Dkt. No. 220-1 at § 7 IX(1)-(2).) The Agreement also states Class Counsel may request service awards of up to \$25,000 8 for Mr. Huntsman and Mr. Cash. (Id.) The Settlement Agreement does not include a provision 9 prohibiting Southwest from objecting to any request for attorneys’ fees and costs. According to 10 Class Counsel, their current lodestar is \$3,577,431.00 from 3,903.27 billed hours, and their costs 11 are \$707,314.30, including \$603,034.87 in expert fees. (Dkt. No. 220, Scimone Decl. at ¶ 37.) A 12 fee award of one-third of the Settlement Amount would be \$6,105,000 which would reflect a 13 multiplier of approximately 1.72. 14 Plaintiff shall submit a motion for attorneys’ fees, including declarations and detailed 15 billing summaries, so the Court may determine an appropriate lodestar figure, and to allow 16 Settlement Class Members the opportunity to object to the requested fees. See *In re Mercury*, 618 17 F.3d at 995 (holding that class members must “have an opportunity to oppose class counsel’s fee 18 motion” before the deadline for filing objections set forth in the class notice). Counsel shall also 19 submit detailed information supporting their request for \$707,314.30 in costs.

20 CONCLUSION

21 For the reasons stated above, the Court GRANTS preliminary approval of the class action 22 settlement as follows: 23 1) This action is provisionally certified as a class action, for settlement purposes only, 24 pursuant to Federal Rule of Civil Procedure 23. The Court preliminarily certifies the 25 following class: 26 all current or former employees of Southwest who, during their employment with Southwest at any time from October 10, 2004 27 through January 1, 2026, have taken short-term military leave from subject to the agreement between Southwest and Transport Workers 1 Union Local 550 covering meteorologists. 2 2) David Cash is conditionally appointed as Class Representative for the Settlement Class. ° 3) Outten & Golden LLP and The Barton Law Firm are conditionally appointed as Class Counsel for the Settlement Class. ° 4) ILYM Group, Inc. is appointed as the Settlement Administrator. ° 5) Southwest will provide the Settlement Administrator with contact information for each ’ Class Member by February 6, 2026. ° 6) The

Settlement Administrator shall provide notice to the class in accordance with the ° notice plan above by February 13, 2026. 7) Plaintiff shall file copies of the notices within 10 days of dissemination of notice. " 8) Class Counsel shall file their motion for attorneys' fees, costs, and service awards for the Class Representatives, and all supporting documentation and papers, by 7 days after the notice date. 9) Any objections are due by April 14, 2026. Z 6 10) Plaintiffs shall file their Motion for Final Approval by April 30, 2026. The motion shall include the information suggested by the Northern District of California Procedural Guidance for Class Action Settlements. 18 11) The parties shall appear before this Court for a final approval hearing on May 14, 2026 at 10:00 a.m. in Courtroom 8, 450 Golden Gate Ave., San Francisco, California. 21 IT IS SO ORDERED. Dated: December 11, 2025 23

25 CQUELINE SCOTT CORLEY

6 United States District Judge 27 28