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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

LESLIE SENOREN, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiffs,

v.

AIR CANADA CORPORATION, a
Corporation; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 20STCV13942

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: July 9, 2021
Hearing Time: 11:00 a.m.

Judge: Hon. Amy D. Hogue
Dept.: 7

Action Filed: April 9, 2020
Trial Date: Not set

This matter, having come before the Honorable Amy D. Hogue of the Superior Court of
the State of California, in and for the County Los Angeles, on ,September 14, 2021 for the motion
by Plaintiff Leslie Senoren (“Plaintiff”) for preliminary approval of the class settlement with

PRELIMINARY APPROVAL ORDER

1 Defendant Air Canada (“Defendants”). The Court, having considered the briefs, argument of
2 counsel and all matters presented to the Court and good cause appearing, hereby GRANTS
3 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

4
5 **IT IS HEREBY ORDERED:**

6 1. The Court preliminarily approves the Class Action Settlement Agreement
7 (“Agreement”) attached as Exhibit #1 to the Declaration of Kyle Nordrehaug in Support of
8 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement. This is based on the
9 Court’s determination that the Settlement set forth in the Agreement is within the range of possible
10 final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure
11 and California Rules of Court, rule 3.769.

12 2. This Order incorporates by reference the definitions in the Agreement, and all
13 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

14 3. The Gross Settlement Amount is Nine Hundred Thousand Dollars (\$900,000). It
15 appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate
16 and reasonable as to all potential Class Members when balanced against the probable outcome of
17 further litigation and the significant risks relating to certification, liability and damages issues. It
18 further appears that investigation and research have been conducted such that counsel for the
19 Parties are able to reasonably evaluate their respective positions. It further appears to the Court
20 that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid
21 the delay and risks that would be presented by the further prosecution of the Action. It further
22 appears that the Settlement has been reached as the result of serious and non-collusive, arms-
23 length negotiations. The Court therefore preliminarily finds that the Settlement is fair, adequate,
24 and reasonable when balanced against the probable outcome of further litigation and the
25 significant risks relating to certification, liability, and damages issues.

26 4. The Agreement specifies for an attorneys’ fees award not to exceed one-third of the
27 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$20,000, and
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1 proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed
2 \$10,000. The Court will not approve the amount of attorneys' fees and costs, nor the amount of
3 any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence
4 supporting these requests, including lodestar, prior to final approval.

5 5. The Court recognizes that Plaintiff and Defendant stipulate and agree to
6 certification of a class for settlement purposes only. This stipulation will not be deemed
7 admissible in this or any other proceeding should this Settlement not become final. For settlement
8 purposes only, the Court conditionally certifies the following Class: "all individuals who worked
9 for Defendant in California as non-exempt employees at any time during the Class Period." The
10 Class Period is April 9, 2016 to May 24, 2021.

11 6. The Court concludes that, for settlement purposes only, the Class meets the
12 requirements for certification under section 382 of the California Code of Civil Procedure in that:
13 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
14 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
15 community of interest amongst the members of the Class with respect to the subject matter of the
16 litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the Class; (d)
17 the Plaintiff can fairly and adequately protect the interests of the members of the Class; (e) a class
18 action is superior to other available methods for the efficient resolution of this controversy; and (f)
19 counsel for the Class is qualified to act as counsel for the Class and the Plaintiff is an adequate
20 representative of the Class.

21 7. The Court provisionally appoints Plaintiff as the representative of the Class. The
22 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
23 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

24 8. The Court hereby approves, as to form and content, the Notice of Proposed
25 Settlement of Class Action and Hearing Date for Final Court Approval ("Class Notice") attached
26 to the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and
27 accurately inform the Class of all material elements of the proposed Settlement, of the Class
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1 Members' right to be excluded from the Class by submitting a written opt-out request, and of each
2 member's right and opportunity to object to the Settlement. The Court further finds that the
3 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
4 and this Order meets the requirements of due process, is the best notice practicable under the
5 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
6 Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in
7 the Agreement.

8 9. The Court hereby appoints Simpluris as Settlement Administrator. No later than
9 fourteen (14) calendar days after preliminary approval of the Settlement by the Court, Defendant
10 shall provide to the Settlement Administrator an electronic spreadsheet with the Class Data. The
11 Settlement Administrator will perform address updates and verifications as necessary prior to the
12 mailing of the Class Notice. Using best efforts to mail it as soon as possible, and in no event later
13 than 14 days after receiving the Class information spreadsheet, the Settlement Administrator will
14 mail the Class Notice to all Class Members via first-class U.S. Mail.

15 10. The Court hereby preliminarily approves the proposed procedure for exclusion
16 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
17 from the Class as provided in the Class Notice by following the instructions for requesting
18 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
19 postmarked by no later than forty-five (45) calendar days after the date of the mailing of the Class
20 Notice and received by the Settlement Administrator. If the Class Notice Packet is re-mailed, the
21 response date for requests for exclusion will be extended an additional 15 days. Any such person
22 who chooses to opt out of and be excluded from the Class will not be entitled to any recovery
23 under the Settlement and will not be bound by the Settlement or have any right to object, appeal or
24 comment thereon. Class Members who have not requested exclusion shall be bound by all
25 determinations of the Court, the Agreement and the Judgment. A request for exclusion may only
26 opt out that particular individual, and any attempt to effect an opt out of a group, class, or subclass
27 of individuals is not permitted and will be deemed invalid.

1 11. Any Class Member who has not opted out may appear at the final approval hearing
2 and may object or express the Member's views regarding the Settlement, and may present
3 evidence and file briefs or other papers that may be proper and relevant to the issues to be heard
4 and determined by the Court as provided in the Notice. Class Members will have forty-five (45)
5 calendar days from the date of the mailing of the Class Notices to submit their written objections
6 to the Settlement Administrator in accordance with the instructions in the Class Notice. If the
7 Class Notice Packet is re-mailed, the response date for written objections will be extended an
8 additional 15 days. Alternatively, Class Members may appear at the Final Approval Hearing to
9 make an oral objection.

10 12. A Final Approval Hearing shall be held before this Court on _____
11 _____ at _____ in Department 7 at the Spring Street Courthouse of the Los
12 Angeles County Superior Court to determine all necessary matters concerning the Settlement,
13 including: whether the proposed settlement of the Action on the terms and conditions provided for
14 in the Agreement is fair, adequate and reasonable and should be finally approved by the Court;
15 whether the Final Approval Order and Judgment should be entered herein; whether the plan of
16 allocation contained in the Agreement should be approved as fair, adequate and reasonable to the
17 Class Members; and to finally approve attorneys' fees and costs, the service award, and the
18 expenses of the Settlement Administrator. All papers in support of the motion for final approval
19 and the motion for attorneys' fees, costs and service awards shall be filed with the Court and
20 served on all counsel no later than sixteen (16) court days before the hearing.

21 13. Neither the Settlement nor any exhibit, document, or instrument delivered
22 thereunder shall be construed as a concession or admission by Defendant in any way that the
23 claims asserted have any merit or that this Action was properly brought as a class or representative
24 action, and shall not be used as evidence of, or used against Defendant as, an admission or
25 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
26 omission by Defendant or with respect to the truth of any allegation asserted by any person.
27 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
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1 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
2 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
3 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
4 evidence of a presumption, concession, indication or admission by Defendant of any liability,
5 fault, wrongdoing, omission, concession or damage.

6 14. In the event the Settlement does not become effective in accordance with the terms
7 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
8 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
9 and the Parties shall revert to their respective positions as of before entering into the Agreement,
10 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
11 including all available defenses and affirmative defenses, and arguments that any claim in the
12 Action could not be certified as a class action and/or managed as a representative action. In such
13 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
14 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
15 the Agreement with respect to the effect of the Agreement if it is not approved.

16 15. The Court reserves the right to adjourn or continue the date of the final approval
17 hearing and all dates provided for in the Agreement without further notice to Class Members, and
18 retains jurisdiction to consider all further applications arising out of or connected with the
19 proposed Settlement.

20 16. The Action is stayed and all trial and related pre-trial dates are vacated, subject to
21 further orders of the Court at the Final Approval Hearing.

22 **IT IS SO ORDERED.**

23
24 Dated: _____

HON. AMY D. HOGUE
JUDGE, SUPERIOR COURT OF CALIFORNIA