

FILED
Superior Court of California
County of Los Angeles

03/02/2023

David W. Slayton, Executive Officer / Clerk of Court

By: R. Aspiras Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

STEPHEN CARTWRIGHT on behalf of all
other similarly-situated employees in the State
of California,

Plaintiff,

v.

ENVOY AIR, INC.; and DOES 1 THROUGH
50, inclusive,

Defendants.

Case No.: 21STCV12609

**~~PROPOSED~~ ORDER GRANTING
PLAINTIFF'S UNOPPOSED MOTION FOR:
(1) PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT; (2) PROVISIONAL
CERTIFICATION OF THE SETTLEMENT
CLASS; (3) APPROVAL OF CLASS NOTICE
AND NOTICE PLAN; (4) APPOINTMENT OF
CLASS COUNSEL AND CLASS
REPRESENTATIVES; (5) APPOINTMENT
OF CLAIMS ADMINISTRATOR; AND (6)
SETTING A FINAL APPROVAL HEARING**

Date: February 17, 2023
Time: 1:30 p.m.
Dept: 10
Judge: Hon. William F. Highberger

Complaint Filed: April 1, 2021
FAC Filed: June 14, 2021
SAC Filed: October 18, 2021
Trial Date: None set

Plaintiff's Unopposed Motion for Preliminary Approval of Class Action Settlement with
Defendant ENVOY AIR, INC. ("ENVOY AIR" or "Defendant") came before this Court on February 17,
2023. The Court, having considered the proposed Class and PAGA Settlement Agreement ("Settlement
Agreement"), Plaintiff's Unopposed Motion for Preliminary Approval, and all papers filed in support,

1 **HEREBY ORDERS THE FOLLOWING:**

2 1. The Court grants preliminary approval of the Settlement and preliminarily finds that: (1)
3 the Settlement is fair and reasonable to the Class when balanced against the possible risks of further
4 litigation, including issues relating to class certification, liability, calculating damages, and potential
5 appeals; (2) significant investigation, research, and litigation have been conducted, such that the Parties
6 are able to fairly evaluate their respective positions; (3) settlement at this time will avoid the substantial
7 cost, delay and risk presented by further litigation of the action; and (4) the Settlement was reached after
8 serious, informed, and non-collusive negotiations, which were conducted at arms' length by experienced
9 counsel.

10 2. This Order incorporates by reference all defined terms set forth in the Settlement
11 Agreement, which is attached as **Exhibit 11** to the Second Supplemental Declaration of David X. Lin in
12 Support of Plaintiff's Unopposed Motion for Preliminary Approval of Class Action and PAGA
13 Representative Action Settlement ("Lin Decl."), filed on February 24, 2023.

14 3. The Court finds that the proposed Class meets the requirements of numerosity,
15 commonality, and typicality to justify certification for settlement purposes, and that there is adequate and
16 fair representation.

17 4. The Court grants provisional certification of the Non-Exempt Class for settlement
18 purposes, which is defined in the Settlement Agreement as all individuals who are or previously were
19 employed by Defendant ENVOY AIR, INC. in California as non-exempt employees during the Class
20 Period. The Class Period means the period from November 1, 2018 to December 31, 2022, except for the
21 individuals identified by name in Section 19 of the Settlement, for whom the class period is October 4,
22 2016 to December 31, 2022 (the "Non-Exempt Class" or "Class").

23 5. The Participating Class Members includes all persons who are members of the Class, and
24 who have not properly and timely opted out of the litigation in accordance with the requirements set forth
25 in the Class Notice and Settlement Agreement.

26 6. Class Members who wish to request exclusion from or object to the Settlement must follow
27 the procedures set forth in the Settlement Agreement and Class Notice.

28 7. The Court approves the appointment of Plaintiff Stephen Cartwright as Class

1 Representative.

2 8. The Court approves the appointment of Plaintiff's Counsel from GRAHAMHOLLIS, APC
3 as Class Counsel.

4 9. The Court confirms that the notice of settlement served by Plaintiff on the California Labor
5 and Workforce Development Agency ("LWDA") under California Labor Code § 2699(1), as well as the
6 notices Plaintiff sent to the LWDA under California Labor Code § 2699.3, satisfy the requirements of the
7 Private Attorneys General Act ("PAGA").

8 10. The Court finds that the settlement of claims under PAGA as reflected in the Settlement
9 Agreement to be fair and reasonable and in compliance with all the requirements of California law. The
10 Settlement includes the resolution of claims brought on behalf of the State of California for civil penalties
11 on behalf of the "PAGA Group," which consists of all persons who were employed by Defendant ENVOY
12 AIR, INC. within the State of California as non-exempt employees at any time from April 19, 2019 to the
13 date of this order. Members of the PAGA Group will receive their Individual PAGA Payments and be
14 subject to the release of PAGA claims set forth in the Settlement Agreement regardless of whether the
15 request exclusion from the Class Settlement.

16 11. The Court approves the form and content of the Notice of Class Action Settlement, in
17 substantially the form attached to the Settlement Agreement as **Exhibit A** and finds that the proposed
18 method of disseminating the Class Notice meets all the due process requirements; provides the best notice
19 practicable under the circumstances; constitutes notice that is reasonably calculated, under the
20 circumstances, to apprise Class Members of the pendency of the Action and their right to exclude
21 themselves from or object to the proposed Settlement of class claims and to appear at the Final Approval
22 Hearing; is reasonable and constitutes due, adequate, and sufficient notice to all Class Members; and meets
23 all applicable requirements under California law, due process, and any other applicable rules or law.

24 12. The Court preliminarily approves the definition and disposition of the Gross Settlement
25 Value of \$2,500,000, which is inclusive of (1) all Individual Settlement Payments to participating Class
26 Members and PAGA Group; (2) the Class Representative Enhancement Award of \$5,000 to Plaintiff
27 Stephen Cartwright; (3) Class Counsel's fees not to exceed 33 1/3% of the Gross Settlement Value, and
28 reasonable litigation costs actually incurred, in an amount not to exceed \$20,000; (4) all Settlement

Administration Costs, in an amount not to exceed \$30,000; and (5) the PAGA Payment of \$200,000.00, of which \$150,000.00 will be made to the LWDA.

13. The Court approves the retention of Rust Consulting as the Settlement Administrator, to be paid out of the Gross Settlement Value and hereby directs Rust Consulting to provide the approved Class Notice to Class Members and administer the Settlement in accordance with the procedures set forth in the Settlement Agreement and Implementation Schedule set forth below.

14. In the event the Settlement does not become effective in accordance with the terms of the Settlement Agreement, or the Settlement is not finally approved by this Court, is not approved in whole or in part by the Court or any appellate court and/or other court of review, or is terminated, cancelled or fails to become effective for any reason, this Order shall be rendered null and void and shall be vacated, the Parties shall revert to their respective positions that they were in prior to entering into the Settlement Agreement, and the Settlement Agreement and the fact that it was entered into shall not be offered, received, or construed as an admission or as evidence for any purpose, including but not limited to an admission by any Party of liability or non-liability or of the certifiability of a class action or the appropriateness of maintaining a representative action.

15. The Court hereby imposes a stay on all litigation of the Action pending the Final Approval Hearing and prohibits Plaintiffs from instituting, commencing, or prosecuting any claims covered by the Action against Defendant or the Releasees pending the Final Approval Hearing.

The Court orders the following implementation schedule for further proceedings:

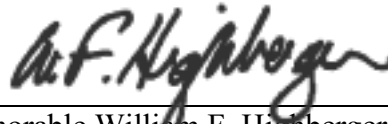
Deadline for Defendant to provide the Settlement Administrator with the Following Data For Each Settlement Class Member: (1) First and last name; (2) Last known home address; (3) Number of pay periods worked as a Class Member during the Class Period; (4) Number of pay periods worked as a PAGA Group member during the PAGA Period; and (5) social security number.	No later than <u>30 days</u> after notice of the Court's Preliminary Approval Order
Deadline for Settlement Administrator to mail the Class Notice to Class Members	Within <u>10 days</u> of receipt of the Class Member data above

Deadline for Class Members to submit a Request for Exclusion, pay period dispute, or written objection to the Settlement	Within <u>45 days</u> of the postmark date of the Notice, or 10 days after re-mailing if later than the original deadline.
Deadline for Class Counsel to file Plaintiffs' Motion for Final Approval of Class Action Settlement and Award of Attorneys' Fees and Costs and Class Representative Service Award	At least <u>16 court days</u> before the Final Approval Hearing

The Court hereby sets a hearing date for Plaintiff's Motion for Final Approval of Class Action Settlement and Award of Attorney's Fees, Costs, and Class Representative Enhancement Award on: August 18, 2023 at 11 a.m. in Department 10 of this Court.

IT IS SO ORDERED.

Dated: 03/02/2023



Honorable William F. Highberger
Judge of the Superior Court