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SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

ANGELYNA CELIO, MATTHEW LYTLE,
ROBERT MARTIN, and DONELL FORT,
on behalf of themselves and others similarly
situated

Plaintiffs,

v.

AIR INTERNATIONAL US, INC., a
Delaware Corporation; and DOES 1
Through 10, inclusive,

Defendants.

Case No. RG21098764

ASSIGNED FOR ALL PURPOSES TO:

The Honorable James Reilly
Department 25

CLASS AND REPRESENTATIVE ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA ACTION
SETTLEMENT, CONDITIONAL
CERTIFICATATION, APPROVAL OF
CLASS NOTICE AND SETTING OF FINAL
APPROVAL HEARING**

Hearing Information

Date: August 16, 2023

Time: 3:00 p.m.

Dept: 25

Judge: Hon. James Reilly

Reservation No: 405363008773

Complaint filed: May 10, 2021

Trial Date: Not Set

1 Plaintiffs' Motion for Order Granting Preliminary Approval of Class Action and PAGA
2 Action Settlement ("Motion") came on for hearing on August 16, 2023 in Department 25 of the
3 above-captioned Court. The Court, having fully reviewed the Motion, supporting
4 Memorandum of Points and Authorities, Declarations of Isam C. Khoury of Cohelan Khoury &
5 Singer and Joseph Tojarieh of Stonebrook Law, the Class Action and PAGA Representative
6 Action Settlement Agreement and Release of Claims ("Agreement") and Addendum to the
7 Class Action and PAGA Representative Action Settlement Agreement and Release of Claims
8 ("Addendum"), proposed Notice of Class Action Settlement ("Settlement Notice"), having
9 carefully analyzed the Agreement, Addendum, and Settlement Notice, and in recognition of the
10 Court's duty to make a preliminary determination as to the reasonableness of any proposed
11 class action settlement, and if preliminarily determined to be reasonable, to ensure proper
12 notice is provided to all Class Members in accordance with due process requirements, and to
13 set a Final Approval Hearing to consider the good faith, fairness, adequacy and reasonableness
14 of any proposed Settlement, THE COURT MAKES THE FOLLOWING
15 DETERMINATIONS AND ORDERS:

16 1. The Court conditionally finds, for the purpose of approving this settlement only,
17 the proposed Class meets the requirements of California Code of Civil Procedure section 382:
18 (a) the proposed Class is ascertainable and so numerous joinder of all Class Members is
19 impracticable; (b) there are questions of law or fact common to the proposed Class, and a well-
20 defined community of interest in the subject matter of the class action among Class Members;
21 (c) the claims of the Class Representatives are typical of the claims of proposed Class
22 Members; (d) the Class Representatives have and will adequately protect the interests of the
23 Class Members; (e) a class action is superior to other available methods for efficient
24 adjudication of this controversy in the settlement context; and (f) counsel of record for the
25 Class Representatives are qualified to serve as counsel for the Class.

26 2. The Court finds on a preliminary basis that the Agreement, incorporated by this
27 reference in full, and made a part of this Order of preliminary approval, appears to be within
28 the range of reasonableness of a settlement which could ultimately be given final approval by

1 this Court.

2 3. It appears to the Court on a preliminary basis that: (a) the settlement amount is
3 fair and reasonable to Class Members when balanced against the probable outcome of further
4 litigation relating to class certification, liability and damages issues, and potential appeals; (b)
5 significant investigation, research, and discovery have been conducted and counsel for the
6 Parties are able to reasonably evaluate their respective positions; (c) settlement will avoid
7 substantial costs, delay and risks presented by further prosecution of the Action; and (d) the
8 proposed Settlement is the result of intensive, serious and non-collusive negotiations between
9 the Parties and facilitated by an experienced mediator.

10 4. Accordingly, good cause appearing, the Motion for Order Granting Preliminary
11 Approval of Class Action Settlement is GRANTED, and as a part of preliminary approval, the
12 Court accepts and incorporates the Agreement in this Order and orders the Class be
13 conditionally certified for settlement purposes only pursuant to the terms and conditions of the
14 Agreement.

15 5. The Class is defined for purposes of the settlement of this Action, as: “All
16 hourly, non-exempt employees of Defendant in California from May 10, 2017 through the earlier
17 of Ninety (90) calendar days after the Parties’ December 8, 2022 mediation or the date a signed
18 order preliminarily approving the Settlement is filed.”

19 6. For settlement purposes, Aggrieved Employees are defined as: “All hourly, non-
20 exempt employees of Defendant in California from May 10, 2020 through the earlier of Ninety
21 (90) calendar days after the Parties’ December 8, 2022 mediation or the date a signed order
22 preliminarily approving the Settlement is filed.”

23 7. The Court finds the proposed Settlement Notice, attached as Exhibit A to
24 Agreement, fairly and adequately advises Class Members of (a) the pendency of the Class
25 Action; (b) the conditional certification of the Class for settlement purposes only; (c)
26 preliminary Court approval of the proposed Settlement; (d) the date of the Final Approval
27 Hearing; (e) the terms of the proposed Settlement and benefits available to Class Members; (f)
28 their right to receive a proportionate share of the Net Settlement Amount without the need to

1 return a claim form; (g) their right to request exclusion from the settlement and the procedures
2 and deadline for doing so; (h) their right to object to, or file documents in opposition to the
3 Settlement, and the procedure for doing so; and (i) their right to appear at the Final Approval
4 hearing. The Court further finds that the Settlement Notice clearly comports with all
5 constitutional requirements, including those of due process. Accordingly, good cause
6 appearing, the Court APPROVES the Settlement Notice.

7 8. The Court further finds mailing of the Settlement Notice to the last known
8 address of Class Members as described in the Agreement, with the measures taken for
9 verification of addresses and skip tracing set forth, is an effective method of notifying Class
10 Members of their rights with respect to the class action and Settlement. Accordingly, it is
11 ORDERED:

12 A. CPT Group, Inc. be appointed the Settlement Administrator to
13 administer the Settlement as more specifically set forth in the Agreement. The law firms
14 Cohelan Khoury & Singer and Stonebrook Law be conditionally appointed as Class Counsel.

15 B. Plaintiffs Angelyna Celio, Matthew Lytle, Robert Martin, and Donell
16 Fort be conditionally appointed Class Representatives.

17 C. Within twenty-one (21) calendar days after entry of a Preliminary
18 Approval Order, Defendant shall transmit to the Settlement Administrator in a readable, ready
19 to use electronic excel format spreadsheet, the Class Information showing for each member of
20 the Class the following information: (i) full name; (ii) last known address; (iii) email address
21 and telephone number(s), (iv) Social Security number; and (iv) the number of weeks worked
22 for Defendant as a Class Member (using actual data where available and estimates or
23 extrapolations where the data is not readily available, as further explained and set forth in the
24 definition of “Eligible Workweeks” in the Agreement).

25 D. Within ten (10) calendar days after receipt of the Class Information, the
26 Settlement Administrator shall mail to each Class Member a Settlement Notice by first class,
27 regular U.S. mail, using the most current mailing address information available, with measures
28 taken for updating an address as provided by the terms of the Agreement and Addendum.

1 E. During or before the Consideration Period [sixty (60) calendar days
2 from the initial mailing of the Settlement Notices by the Settlement Administrator unless the
3 60th day falls on a Sunday or Federal holiday, in which case the Consideration Period will be
4 extended to the next day (“Consideration Period”)], Class Members who wish to exclude
5 themselves from the Class must submit to the Settlement Administrator, either by e-mail,
6 facsimile or mail, a written request for exclusion by the Consideration Period as set forth in the
7 Settlement Notice. Class Members who are sent a re-mailed Settlement Notice shall have their
8 Consideration Period extended by ten (10) calendar days from the date the Settlement
9 Administrator re-mails the Settlement Notice.

10 F. During or before the Consideration Period, Class Members who dispute
11 the number of Eligible Workweeks must submit to the Settlement Administrator, either by e-
12 mail, facsimile or mail, evidence with documentation to establish the number of workweeks
13 working during the Class Period, as set forth in the Settlement Notice.

14 9. During or before the Consideration Period, Class Members who wish to object
15 to the Settlement, should submit to the Settlement Administrator, either by e-mail, facsimile or
16 mail, a Notice of Objection which must include, (1) the name and case number of the Action
17 (or reasonable portion thereof), (2) the full name, last four digits of their social security
18 number, and current address of the Settlement Class Member making the Objection,
19 (3) whether it applies only to the objector, to a specific subset of the class, or to the entire class;
20 and (4) with specificity the grounds for the objection. Class Members who are sent a re-mailed
21 Settlement Notice shall have their Response Deadline extended by ten (10) calendar days from
22 the date the Settlement Administrator re-mails the Settlement Notice. The Court preliminarily
23 finds and determines that the following disbursement amounts are fair and reasonable and in
24 accordance with the Settlement.

25 A. The Court preliminarily finds and determines that the fees and expenses
26 in administering the Settlement incurred by CPT Group, Inc. in the amount not to exceed
27 \$15,000.00 are fair and reasonable.

28 B. The Court preliminarily finds and determines the Class Representative

1 Service Payments not to exceed \$7,500.00 each to Plaintiffs Angelyna Celio, Matthew Lytle,
2 Robert Martin, and Donell Fort are fair and reasonable.

3 C. The Court preliminarily finds and determines the PAGA Payment in the
4 amount of \$18,750.00 to be paid to the California Labor and Workforce Development Agency
5 (“LWDA”) representing the 75% share of the \$25,000.00 for civil penalties is fair, adequate
6 and reasonable.

7 D. The Court preliminarily finds and determines Class Counsel request for
8 attorneys’ fees not to exceed \$200,000 and litigation costs (estimated at \$12,000.00) is fair and
9 reasonable.

10 10. IT IS FURTHER ORDERED the Final Approval Hearing shall be held before
11 the undersigned at 3:00 p.m. on _____, 202__, in Department 25 of the Rene C. Davidson
12 Courthouse of Alameda County Superior Court located at 1221 Oak Street, Oakland,
13 California 94612, to consider the fairness, adequacy and reasonableness of the proposed
14 Settlement preliminarily approved by this Order of Preliminary Approval, and to consider
15 applications for Service Payment awards to the Plaintiffs/Class Representatives, Settlement
16 Administration expenses, and Class Counsel’s attorneys’ fees and costs. All briefs and
17 materials in support of an Order Granting Final Approval and Entering Judgment, Service
18 Payments, Settlement Administration Payment, and Class Counsel’s attorneys’ fees and costs
19 shall be filed sixteen (16) court days before the scheduled hearing.

20 11. All proceedings in this matter, except those contemplated by the Agreement or
21 this Order, are stayed.

22 12. The Court expressly reserves the right to adjourn or continue the Final Approval
23 Hearing from time to time without further notice to Class Members. Class Counsel is to
24 provide notice of any change in the hearing date to Class Members who have filed written
25 objections.

26 IT IS SO ORDERED.

27 Dated: _____

28 _____
Honorable James Reilly
JUDGE OF THE SUPERIOR COURT

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