

FILED/ENDORSED

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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SACRAMENTO

RENE VELASQUEZ, as an individual and on
behalf of all others similarly situated, and as a
private attorney general,

Plaintiff,

vs.

AIR TRANSPORT INTERNATIONAL, INC., a
Delaware corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 34-2021-00307289

[Assigned for all purposes to Department 25,
Hon. Jill H. Talley]

**[PROPOSED] ORDER GRANTING
MOTION FOR PRELIMINARY APPROVAL
OF CLASS ACTION SETTLEMENT**

Date: September 9, 2022
Time: 9:00 a.m.
Department: 25

Reservation No.: 2663301

Complaint Filed: September 1, 2020

AUG 17 2022

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1 Plaintiff's motion for an Order Granting Preliminary Approval of Class Action Settlement was
2 filed with the Court on August 16, 2022, and a hearing was held before this Court on September 9, 2022.
3 Simon L. Yang of Diversity Law Group, P.C. appeared on behalf of Plaintiff, Rene Velásquez, and
4 David L. Cheng of Ford & Harrison, LLP appeared for Defendant, Air Transport International, Inc.

5 **I. RECITALS**

6 1. On or about July 29, 2021, Plaintiff notified Defendant and the Labor and Workforce
7 Development Agency ("LWDA") that Defendant allegedly fails to furnish employees with wage
8 statements that accurately show Defendant's name or show its address at all. On that basis, on
9 September 1, 2021, Plaintiff initiated this class action on behalf of all current and former employees in
10 California who were issued wage statements. The initial complaint alleged that Defendant's failure to
11 furnish wage statements that accurately show Defendant's name or to show its address at all violates
12 Labor Code section 226(a). On October 1, 2021, Plaintiff also initiated Case Number 34-2021-00309115
13 (the "PAGA Action") to allege the same Labor Code violations as a proxy for the State of California
14 pursuant to the Labor Code Private Attorneys General Act of 2004 ("PAGA"). *Id.*

15 2. The Parties were able to negotiate the settlement terms in the Amended Joint Stipulation
16 of Class Action and PAGA Settlement (the "Agreement"). Pursuant to the Agreement's terms, on
17 February 7, 2022, the Parties amended the Complaint in this matter to also allege the claims asserted in
18 the PAGA Action, which was dismissed on or about March 11, 2022.

19 **II. FINDINGS**

20 3. The Court conditionally certifies the following Class: all current or former employees of
21 Defendant in the State of California who were issued a wage statement at any time from July 29, 2020,
22 through August 3, 2021.

23 4. The Court hereby approves the terms and conditions provided for in the Agreement. The
24 Court finds that on a preliminary basis the Agreement falls within the range of reasonableness of a
25 settlement and appears to be presumptively valid, subject to any objections that may be raised at the
26 final fairness hearing and subject to final approval by the Court. It appears to the Court on a preliminary
27 basis that the settlement is fair, adequate, and reasonable as to all potential Class Members when
28 balanced against the uncertain outcome of further litigation relating to liability and damages issues. It

1 also appears that investigation, research, and proceedings have been conducted so that counsel for the
2 Parties are able to reasonably evaluate their respective positions. It appears to the Court that settlement
3 at this time will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
4 would be presented by the further prosecution of the action. It also appears that settlement has been
5 reached as a result of intensive, serious, and non-collusive arms-length negotiations.

6 **III. ORDERS**

7 After considering the papers and evidence, arguments of counsel, and all other matters presented
8 to the Court, and having taken the matter under submission, **IT IS HEREBY ORDERED** as follows:

9 5. The Court grants preliminary approval of the Amended Joint Stipulation of Class Action
10 and PAGA Settlement ("Agreement") submitted by the Parties. The Agreement appears to be fair,
11 adequate, and reasonable to the Class.

12 6. The Court appoints and designates: (a) Plaintiff, Rene Velasquez, as Class
13 Representative, and (b) Larry W. Lee and Simon L. Yang of Diversity Law Group, P.C., and William L.
14 Marder of Polaris Law Group as Class Counsel for the Class. Class Counsel is authorized to act on
15 behalf of the Class with respect to all acts or consents required by, or which may be given, pursuant to
16 the Agreement, and such other acts reasonably necessary to finalize the Agreement and its terms. Any
17 Class Member may enter an appearance through his or her own counsel at such Class Member's own
18 expense. Any Class Member who does not enter an appearance or appear on his or her own behalf will
19 be represented by Class Counsel.

20 7. A final fairness hearing on the question of whether the proposed Agreement, the
21 allocation of payments to Class Members, attorneys' fees and costs to Class Counsel, the payment to the
22 Labor Workforce & Development Agency, and the Class Representative Award should be finally
23 approved as fair, reasonable, and adequate as to the members of the Class is set for

24 1/6, 2023, at 9:00 am in this Court.

25 8. The Court hereby approves, as to form and content, the Notice of Class Action Settlement
26 ("Class Notice"), which is attached as Exhibit A to the Agreement and this Order. The Court finds that
27 distribution of the Class Notice to Class Members substantially in the manner and form set forth in the
28

1 Agreement and this Order meets the requirements of due process and shall constitute due and sufficient
2 notice to all parties entitled thereto.

3 9. The Court appoints and designates Phoenix Settlement Administrators as the
4 Administrator. The Court hereby directs the Administrator to provide the approved Class Notice to Class
5 Members using the procedures set forth in the Agreement.

6 10. Any Class Member may choose to opt out of and be excluded from the settlement as
7 provided in the Agreement and Notice Packet and by following the instructions for requesting exclusion.
8 Any person who timely and properly opts out of the settlement will not be bound by the Agreement or
9 have any right to object, appeal, or comment thereon. Any request for exclusion must be in writing and
10 signed by each such Class Member opting out and must otherwise comply with the requirements
11 delineated in the Notice Packet. Class Members who have not requested exclusion by submitting a valid
12 and timely request for exclusion shall be bound by all determinations of the Court, the Agreement, and
13 Judgment.

14 11. Any Class Member may object to the Agreement or express his or her views regarding
15 the Agreement. Any Class Member may present evidence and file briefs or other papers relevant to the
16 issues to be heard and determined by the Court as provided in the Notice Packet.

17 12. A Motion for Final Approval shall be filed by the Class Representatives no later than
18 sixteen (16) court days before the final fairness hearing.

19 13. The Court reserves the right to adjourn or continue the date of the final fairness hearing
20 and all dates provided for in the Agreement without further notice to the Class. The Court retains
21 jurisdiction to consider all further applications arising out of or connected with the Agreement.

22 14. Should for whatever reason final approval is not granted, the fact that the Parties were
23 willing to stipulate to certification of a class as part of the settlement shall have no bearing on the issue
24 of whether a class should be certified in a non-settlement context.

25 **IT IS SO ORDERED.**

26 DATED: 1/12, 2022

JILL H. TALLEY
THE HONORABLE JILL H. TALLEY