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11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SACRAMENTO**

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

15 Plaintiff,

16 vs.

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

19 Defendants.

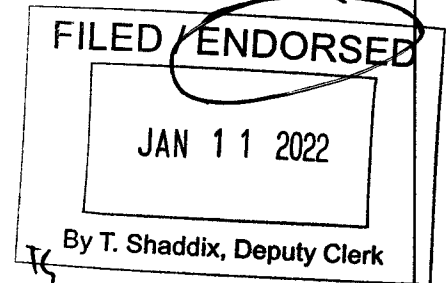
Case No. 34-2021-00307289

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

**[PROPOSED] ORDER GRANTING
MOTION FOR FINAL APPROVAL OF
CLASS ACTION SETTLEMENT AND
FINAL JUDGMENT**

Date: January 6, 2023
Time: 9:00 a.m.
Department: 25

Complaint Filed: September 1, 2021



1 On December 13, 2022, Plaintiff, Rene Velasquez, filed a motion for an Order Granting Final
2 Approval of Class Action Settlement, and on January 6, 2023, a hearing was held on this matter.

3 The Court has considered the papers and evidence, including the Amended Joint Stipulation of
4 Class Action and PAGA Settlement ("Agreement"), the arguments of counsel, and all other matters
5 presented to the Court regarding final approval of the settlement, approval of requested allocations from
6 the settlement fund, and entry of final judgment.

7 **I. Background**

8 On September 1, 2021, Plaintiff, Rene Velasquez, filed this class action against Defendant, Air
9 Transport International, Inc., in the Superior Court of California for the County of Sacramento. The
10 operative first amended complaint (the "Complaint") alleges two causes of action for violation of Labor
11 Code section 226(a) and for penalties under Section 2698 et seq., the Labor Code Private Attorneys
12 General Act of 2004 ("PAGA"). The Complaint alleges that Defendant's failure to furnish wage
13 statements that accurately show Defendant's name or to show its address at all violates Section 226(a).

14 **A. Class Members**

15 The Class is defined to include: all current or former employees of Defendant, Air Transport
16 International, Inc., in the State of California who were issued a wage statement at any time from July 29,
17 2020, through August 3, 2021 (the "Class Period").

18 **B. Operation of the Settlement**

19 Pursuant to the Court's September 12, 2022 Preliminary Approval Order, the Court conditionally
20 certified the Class and granted preliminary approval to the settlement. The Preliminary Approval Order
21 also approved of the proposed forms of notice to the Class. The Court entered the Preliminary Approval
22 Order after review and consideration of all of the pleadings filed in connection herewith, and the oral
23 presentations made by counsel at the hearing. In compliance with the Preliminary Approval Order, the
24 Notice of Class Action and PAGA Settlement ("Class Notice") was sent to all Class Members via first
25 class mail. The notice process was timely completed.

26 This Court finds that the Agreement appears to be the product of serious, informed, non-
27 collusive negotiations, has no obvious deficiencies, and does not improperly grant preferential treatment
28 to any individuals. The Court finds that the Settlement was entered into in good faith pursuant to

1 California Code of Civil Procedure section 877.6. The Court further finds that the Agreement is fair,
2 adequate, and reasonable and that Plaintiff has satisfied the standards for final approval of a class action
3 settlement under California law. Under the provisions of California Code of Civil Procedure section 382
4 and Rule 23 of the Federal Rules of Civil Procedure, as approved for use in *Vasquez v. Superior Court*, 4
5 Cal. 3d 800, 821 (1971), the trial court has discretion to certify a class where:

6 [Q]uestions of law or fact common to the members of the class predominate over any questions
7 affecting only individual members, and that a class action is superior to the available methods for
the fair and efficient adjudication of the controversy ...

8 FED. R. CIV. PROC. 23.

9 Certification of a settlement class is the appropriate judicial device under these circumstances.

10 Good cause appearing **IT IS HEREBY ORDERED AND ADJUDICATED** as follows:

11 1. For purposes of this Order, the Court adopts all defined terms as set forth in the
12 Agreement.

13 2. The Court has jurisdiction over the subject matter of the litigation, the Class
14 Representative, Settlement Class Members, and Defendant.

15 3. The Court finds that the dissemination of the Class Notice to the Class Members by the
16 appointed Settlement Administrator, Phoenix Settlement Administrators, constituted the best notice
17 practicable under the circumstances to all Class Members, and fully met the requirements of California
18 law and due process under the State and Federal Constitutions.

19 4. The Court approves the settlement of the above-captioned action, as set forth in the
20 Agreement, as fair, adequate, and reasonable to the Parties and Class Members. The Parties are directed
21 to perform in accordance with the terms set forth in the Agreement.

22 5. Except as otherwise provided in the Agreement, the Parties are to bear their own costs
23 and attorneys' fees.

24 6. The Court hereby certifies the following Class for settlement purposes only: "all current
25 or former employees of Defendant, Air Transport International, Inc., in the State of California who were
26 issued a wage statement at any time from July 29, 2020, through August 3, 2021.

27 7. With respect to the Class and for purposes of approving the settlement only and for no
28 other purpose, this Court finds and concludes that: (a) the members of the Class are ascertainable and so

1 numerous that joinder of all members is impracticable; (b) there are questions of law or fact common to
2 the Class, and there is a well-defined community of interest among members of the Class with respect to
3 the subject matter of the non-exempt claims in the Action; (c) the claims of Class Representative are
4 typical of the claims of the members of the Class; (d) the Class Representative has fairly and adequately
5 protected the interests of the members of the Class; (e) a class action is superior to other available
6 methods for an efficient adjudication of this controversy; and (f) the counsel of record for the Class
7 Representative, i.e., Class Counsel, are qualified to serve as counsel for Plaintiff in his individual and
8 representative capacities and for the Class.

9 8. Within seven (7) days after the grant of Final Approval of the settlement, Defendant shall
10 deposit the Gross Settlement Amount of \$250,000.00 with the Administrator, pursuant to the terms of
11 the Agreement.

12 9. From the Gross Settlement Amount, the Administrator shall pay:

- 13 1. to Class Counsel attorneys' fees in the amount of \$83,333.33 and reimbursement
14 of costs in the amount of \$3,805.46;
- 15 2. to Class Representative Rene Velasquez for his unique services to the Class, and
16 as consideration for the execution of a general release, the amount of \$10,000.00;
- 17 3. to the California Labor and Workforce Development Agency the amount of
18 \$26,526.50 for its 75% share of PAGA Penalties; and
- 19 4. to Phoenix Settlement Administrators the amount of \$5,000.00 for its fees and
20 costs in administering the settlement.

21 10. The Court finds that these amounts are fair and reasonable. The Administrator is directed
22 to make such payments in accordance with the terms of the Agreement.

23 11. The Court approves the Individual Settlement Payment amounts, which shall be
24 distributed by the Administrator pursuant to the terms of the Agreement from the Net Settlement
25 Amount, after payment of those amounts set forth in Paragraph 9.

26 12. The Court hereby orders the parties to implement the terms of the Agreement, including
27 distributing any uncashed settlement checks to the State Unclaimed Property Fund in the name of the
28 recipient.

13. All Class Members who did not opt out of the Settlement shall be bound by the releases provided in the Agreement. All Class Members shall be bound by the PAGA releases provided in the Agreement. The Class Representative shall be bound by the additional general releases provided in the Agreement.

14. The Court hereby enters final judgment in this case in accordance with the terms of the Settlement, Preliminary Approval Order, and this Order. Without affecting the finality of the Settlement or Judgment entered, this Court shall retain exclusive and continuing jurisdiction over the action and the Parties, including all Settlement Class Members, for purposes of enforcing and interpreting this Order and the Settlement.

15. Pursuant to Code of Civil Procedure section 668.5, judgment shall be entered as of the filing of this judgment. This judgment makes no finding of any violation of the Labor Code, liability, or other wrongdoing. None of the settlement or any of its terms, the order approving the settlement, or this judgment are an admission of any liability or finding of any violation of the Labor Code.

IT IS SO ORDERED AND ADJUDGED.

DATED: 1/11, 2023

JILL H. TALLEY

THE HONORABLE JILL H. TALLEY