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8 Attorneys for Plaintiff Tessa M. Jennings, on behalf of herself
and others similarly situated
9

10 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

11 **COUNTY OF SAN BERNARDINO**

12 TESSA M. JENNINGS, on behalf of herself
and others similarly situated,
13

14 Plaintiff,

15 v.
16

17 SKYGROUP INVESTMENTS, LLC; iFLY
HOLDINGS, LLC; and DOES 1 through 100,
18 inclusive,

19 Defendants.
20

Case No.: CIVSB2222518

Honorable Christian Towns, Dept. S26

NOTICE OF RULING

Hearing Re Final Distribution of Funds

Date: March 25, 2026

Time: 8:30 a.m.

Dept.: S26 - SBJC

Complaint Filed: November 23, 2022

Trial Date: None Set

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on November 6, 2025, at or around 8:30 a.m., the Court held
3 the hearing on Plaintiff's motion for final approval of the class and representative action settlement.
4 Jacob Whitehead and P. Bartholomew Quintans appeared on behalf of Plaintiff. Mojan Anari
5 appeared on behalf of Defendants. The Honorable Christian Towns issued an Order Granting Final
6 Approval of Class and Representative Action Settlement, Attorneys' Fees and Costs, and Class
7 Representative's Enhancement Payment and set the Hearing Re Final Distribution of Funds for
8 March 25, 2026, at 8:30 a.m. in Department S26 of this Court. Plaintiff's counsel was ordered to
9 give notice. Attached hereto as Exhibit A is a true and correct copy of the Court's Minute Order dated
10 November 6, 2025, and the Order Granting Final Approval of Class and Representative Action
11 Settlement, Attorneys' Fees and Costs, and Class Representative's Enhancement Payment.

12
13 DATED: December 19, 2025

COUNSELONE, PC

14 By

/s/ P. Bartholomew Quintans

15 P. Bartholomew Quintans
16 Attorneys for Plaintiff
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Exhibit A



SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN BERNARDINO
San Bernardino District
247 West 3rd St
San Bernardino, CA 92415
sanbernardino.courts.ca.gov

PORTAL MINUTE ORDER

Case Number: CIVSB2222518

Date: 11/6/2025

Case Title: ****Complex-Class Action**** Jennings -v- Skygroup
Investments, LLC Et. Al.

Department S26 - SBJC	Date: 11/6/2025	Time: 8:30 AM	Motion for Final Approval of Class Action Settlement
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Judicial Officer: Christian Towns
Judicial Assistant: Veronica Cruz
Court Reporter: Not Reported or Recorded
Court Attendant: Alfie Cervantes

Appearances

Attorney Jacob Whitehead appears by Zoom for plaintiff Tessa M. Jennings
Attorney P. Bartholomew Quintans appears by Zoom for plaintiff Tessa M. Jennings
Attorney Mojan Anari appears by Zoom for defendants Skygroup Investments, LLC, iFly Holdings, LLC

Proceedings

Party appeared by audio and/or video

Tessa M. Jennings's Motion for final Approval of Class Action Settlement is heard.
The Court has read and considered Motion
The Court recites its tentative ruling.
No opposition presented.

Court Finds

Tessa M. Jennings's Motion for final Approval of Class Action Settlement is granted.
Parties are instructed to submit a Declaration re: Distribution of Funds at least 15 days prior to the next hearing.

-

Plaintiff's counsel to prepare notice of ruling

Order signed and filed.

Final Order and Judgment Granting Plaintiff's Motion FOR Final Approval of Class and Representative Action Settlement, Attorney's Fees and Costs, and Class Representative's Enhancement Payment

Court makes the following orders:
Stipulated Judgment - Before Trial

Hearings

Hearing re: Final Distribution of Funds set for 3/25/2026 at 8:30 AM in Department S26 - SBJC

Notice to be given by Plaintiff's counsel

== Minute Order Complete ==

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9 Attorneys for Plaintiff

11 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
12 **FOR THE COUNTY OF SAN BERNARDINO**

14 TESSA M. JENNINGS, on behalf of herself
and others similarly situated,

15 Plaintiff,

16 v.

18 SKYGROUP INVESTMENTS, LLC; iFLY
HOLDINGS, LLC; and DOES 1 through 100,
19 inclusive,

20 Defendants.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO DISTRICT

NOV 06 2025

BY: 
Veronica Cruz, Deputy

Case No. CIVSB2222518

Assigned for all purposes to:
Hon. Christian Towns, Dept. S-26

CLASS ACTION

**~~PROPOSED~~ FINAL ORDER AND
JUDGMENT GRANTING PLAINTIFF'S
MOTION FOR FINAL APPROVAL OF
CLASS AND REPRESENTATIVE ACTION
SETTLEMENT, ATTORNEYS' FEES AND
COSTS, AND CLASS
REPRESENTATIVE'S ENHANCEMENT
PAYMENT**

Final Approval Hearing

Date: November 6, 2025

Time: 8:30 a.m.

Dept.: S-26

**~~PROPOSED~~ FINAL ORDER AND JUDGMENT GRANTING PLAINTIFF'S MOTION FOR
FINAL APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT**

1 **WHEREAS**, this matter came on for hearing on November 6, 2025, at 8:30 a.m. before the
2 Honorable Christian Towns in Department S-26 of the above-captioned court located at 247 West
3 3rd Street, San Bernardino, California 92415, upon the motion of Plaintiff Tessa M. Jennings
4 (“Plaintiff” or “Class Representative”) for final approval of the settlement set forth in the Stipulation
5 of Class and Representative Action Settlement (“Settlement Agreement”) (attached as **Exhibit A** to
6 the Declaration of Anthony J. Orshansky filed in support thereof) entered into with Defendants
7 Skygroup Investments, LLC and iFLY Holdings, LLC (“Defendants”) (together with Plaintiff, the
8 “Parties.”) Full and adequate notice having been given to the Class as required in the Court’s
9 Preliminary Approval Order, and the Court having considered all papers filed and proceedings held
10 herein and otherwise being fully informed and good cause appearing therefore,

11 **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED:**

12 1. Capitalized terms not otherwise defined herein shall have the same meaning as set
13 forth in the Settlement Agreement.

14 2. The Court has jurisdiction over this matter.

15 3. The Court finds that this action is properly maintained as a class action, for settlement
16 purposes only, pursuant to Code of Civil Procedure section 382 and California Rules of Court, Rule
17 3.769.

18 4. For settlement purposes only, “Settlement Class” or “Settlement Class Members”
19 shall mean:

20 All non-exempt employees who worked for Defendants within the State of California
21 during the period beginning on November 23, 2018 and ending on December 31,
22 2024 (“Class Period”), who have not submitted a timely and valid request for
exclusion from the settlement.

23 5. After distribution of the Notice of Pendency of Class and Representative Action
24 Settlement (“Class Notice”), and a forty-five (45) day period to submit disputes, requests for
25 exclusion, or objections (30 days for Class Members/PAGA Group Members whose notices were
26 remailed), the Settlement Administrator reports that response from the Class Members resulted in
27 no objections and no requests for exclusion.

- 1 6. CounselOne, PC and W Employment Law, APC are appointed Class Counsel.
- 2 7. Plaintiff is appointed Class Representative.
- 3 8. The Court approves CPT Group, Inc. as the Settlement Administrator.
- 4 9. The Court finds that the Class Notice as mailed to Class Members by the Settlement
- 5 Administrator was the best notice practicable under the circumstances. The Class Notice provided
- 6 adequate notice of the proceedings and of the matters set forth therein, including the proposed terms
- 7 of settlement set forth in the Settlement Agreement, to all persons entitled to such notice, and said
- 8 Class Notice fully satisfied the requirements of the law and the requirements of due process.
- 9 10. The Court finds that the Settlement Agreement is fair, adequate, and reasonable to
- 10 Settlement Class Members and PAGA Group Members, is in the best interest of Settlement Class
- 11 Members and PAGA Group Members, has been entered into in good faith, and should be finally
- 12 approved. More specifically, the Court finds that the settlement was reached following meaningful
- 13 discovery and investigation conducted by Class Counsel, that the settlement is the result of
- 14 informed, adversarial, and arm's-length negotiations between the Parties, and that the terms of the
- 15 settlement are fair, adequate, and reasonable. In so finding, the Court has considered all of the
- 16 evidence presented, including evidence regarding the strength of the Plaintiff's case, the risk,
- 17 expense, and complexity of the claims presented, the likely duration of further litigation, the amount
- 18 offered in the settlement, the extent of investigation and discovery completed, and the experience
- 19 and views of Class Counsel. The Court considers the absence of any objections as a favorable
- 20 response from Class Members. The settlement represents a fair resolution of all claims asserted on
- 21 behalf of Plaintiff, Settlement Class Members, and PAGA Group Members, and fully and finally
- 22 resolves all such claims.
- 23 11. The Court hereby approves the settlement set forth in the Settlement Agreement and
- 24 finds that it is, in all respects, fair, adequate, and reasonable, and directs the Parties and the
- 25 Settlement Administrator to effectuate the settlement according to its terms. The Court finds that
- 26 the settlement has been reached as a result of intensive, serious and non-collusive arm's-length
- 27 negotiations. The Court finds that the Parties have conducted extensive investigation and research,
- 28 and counsel for the Parties are able to reasonably evaluate their respective positions. The Court also

1 finds that settlement at this time will avoid additional substantial costs, as well as avoid the delay
2 and risks that would be presented by the further prosecution of this action. The Court has noted the
3 significant benefits to Settlement Class Members and PAGA Group Members under the settlement.

4 12. As of the Effective Date, Plaintiff and all Settlement Class Members will release and
5 forever discharge Defendants, all entities affiliated with them, and all of their current and former
6 officers, directors, representatives, shareholders, owners, partners, subsidiaries, parent and affiliate
7 companies, joint venturers, clients, joint employers, franchisees, auditors, consultants, principals,
8 heirs, predecessors, managers, servants, successors-in-interest, assigns, current and former
9 employees of Defendants, including but not limited to agents, insurers, attorneys and all persons or
10 entities acting in concert with or affiliated with any of them, and their respective successors and
11 predecessors in interest, assigns, subsidiaries, affiliates, parents, and attorneys (the "Released
12 Parties"), from all liabilities, causes of action and/or claims arising at any time during the Class
13 Period that were alleged in the Operative Complaint filed by Plaintiff in the Lawsuit for: (1) failure
14 to pay minimum wages; (2) failure to pay overtime wages; (3) meal period liability under Labor
15 Code section 226.7; (4) rest break liability under Labor Code section 226.7; (5) failure to provide
16 accurate itemized employee wage statements; (6) failure to pay vested vacation/paid time off; (7)
17 failure to pay all wages owed timely and upon separation of employment; (8) failure to reimburse
18 business expenses; (9) failure to provide sick pay and supplemental sick leave; (10) violation of
19 Labor Code section 1174, subdivision (d); (11) violation of Business and Professions Code section
20 17200 et seq.; and (12) penalties pursuant to the PAGA, Labor Code section 2699 (subject to the
21 PAGA Group Members' Released Claims) based on the allegations in the Operative Complaint, as
22 well as any and all wage and hour claims that were asserted or could have been asserted based on
23 the factual allegations contained in the Operative Complaint filed by Plaintiff in the Lawsuit
24 (collectively, "Settlement Class Members' Released Claims"). This release also includes, but is not
25 limited to, any and all claims alleged or that could have been alleged based on the facts of Plaintiff's
26 operative complaint for unpaid wages, economic damages, non-economic damages, any other
27 damages, civil or statutory penalties, waiting time penalties, liquidated damages, and all other
28 associated damages and/or penalties, including but not limited to claims under Labor Code section

1 2698 et seq. (subject to the PAGA Group Members' Released Claims) for violations of Labor Code
2 sections 201, 202, 203, 204, 210, 226, 226.3, 226.7, 227.3, 245, 246, 248.2, 248.5, 248.6, 510, 512,
3 558, 1174, 1174.5 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802, all applicable
4 California Industrial Welfare Commission ("IWC") Wage Orders, Business and Professions Code
5 section 17200 et seq., and any and all claims or potential claims for lost wages and/or benefits based
6 on the allegations in the operative complaint, as well as any claims which could have been asserted
7 based on the factual allegations contained in the operative complaint. This release excludes the
8 release of claims not permitted by law.

9 14. As of the Effective Date, all PAGA Group Members, regardless of whether or not
10 they have opted out of the class settlement, will release and forever discharge the Released Parties
11 for civil penalties arising under the PAGA during the PAGA Period that were alleged or reasonably
12 could have been alleged based on the facts or legal theories alleged in the operative complaint filed
13 by Plaintiff in the Lawsuit for alleged violations of Labor Code sections 201, 202, 203, 204, 210,
14 223, 226, 226.3, 226.7, 227.3, 245, 246, 248.2, 248.5, 248.6, 510, 512, 558, 1174, 1174.5, 1182.12,
15 1194, 1194.2, 1197, 1197.1, 1198, 2800, and 2802 and shall further release the Released Parties
16 from any claims and/or liability for interest and all attorneys' fees and costs available under the
17 PAGA arising out of the facts asserted in the operative complaint for the aforementioned Labor
18 Code violations (collectively, "PAGA Group Members' Released Claims").

19 15. There shall be no right to opt-out of the PAGA Group Members' Released Claims
20 for members of the PAGA Group and the Judgment on this settlement will have res judicata effect
21 as to the PAGA claim for all members of the PAGA Group. Moreover, the Settlement Agreement
22 shall be effective to adjudicate and release the claims and/or rights of the LWDA to recover civil
23 penalties against Defendants for Labor Code or Wage Order violations suffered by any of the PAGA
24 Group Members which are premised upon the facts and allegations in the operative complaint, as
25 well as any and all claims for PAGA penalties that were asserted or could have been asserted based
26 on the factual allegations contained in the operative complaint.

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1 16. The Court orders that, upon the date of final approval by the Court of this settlement,
2 the settlement shall be the exclusive remedy for any and all released claims as to each and every
3 Settlement Class Member and PAGA Group Member.

4 17. The Court orders that Defendants pay the Gross Settlement Amount of \$335,000 as
5 provided for in the Settlement Agreement. Pursuant to the terms of the Settlement Agreement, the
6 employer's share of payroll taxes for the portion of the Net Settlement Amount allocated to wages
7 shall be paid by Defendants separately from, and in addition to, the Gross Settlement Amount. The
8 Gross Settlement Amount shall be inclusive of all Individual Settlement Shares to Settlement Class
9 Members, Enhancement Payment to the Class Representative, Administration Costs, Attorneys'
10 Fees and Costs to Class Counsel, and PAGA Payment, including payment to PAGA Group Members
11 and to the LWDA for civil penalties pursuant to statute.

12 18. The requested award of attorneys' fees to Class Counsel in the amount of \$111,555
13 is approved as fair, adequate, and reasonable. The amount will be split between Class Counsel as
14 follows: fifty percent (50%) to CounselOne, PC, and twenty percent (20%) to W Employment Law,
15 APC, with the remaining thirty percent (30%) to be allocated pro rata based on the percentage of
16 each firm's lodestar to the total lodestar of both firms.

17 19. The requested award of costs in the amount of \$19,647.85 to Class Counsel for
18 reimbursement of their actual litigation expenses is approved as fair, adequate, and reasonable.

19 20. The Enhancement Payment to the Class Representative in the amount of \$5,000 is
20 approved as fair and reasonable compensation for the Class Representative's efforts in initiating this
21 action, the time and effort involved, the benefits conferred on the Settlement Class Members and
22 PAGA Group Members, and the risks assumed by her.

23 21. The Court finds that the PAGA Payment of \$30,000—of which 75% (or \$22,500) is
24 allocated for payment to the LWDA for civil penalties pursuant to statute, and 25% (or \$7,500) is
25 to be distributed to PAGA Group Members—is fair, adequate, and reasonable, and orders the
26 Settlement Administrator to distribute this payment in conformity with the terms of the Settlement
27 Agreement.

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22. The Court approves Administration Costs in the amount of \$10,000 to the Settlement Administrator, CPT Group, Inc., for settlement administration services performed in connection with this action.

23. Within ten (10) business days after Defendants fully fund the Gross Settlement Amount, the Settlement Administrator shall distribute payments as follows: (i) Enhancement Payment to the Class Representative; (ii) payment of the LWDA Payment to the LWDA; (iii) payment of Individual Settlement Payments to Settlement Class Members and PAGA Group Members; (v) payment of Class Counsel's Attorneys' Fees and Costs; and (vi) payment of Administration Costs to CPT Group, Inc.

Based on the foregoing Order the Court enters the following Judgment:

Judgment

Judgment is hereby entered pursuant to California Rules of Court, Rule 3.769(h). Without affecting the finality of this Order and further pursuant to Rule 3.769(h), the Court retains exclusive and continuing jurisdiction over the litigation for purposes of supervising, implementing, interpreting, and enforcing this Order and the Settlement Agreement.

IT IS SO ORDERED.

Dated: NOV 06 2025

Hon. Christian Towns
Judge of the Superior Court

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

3 I am employed in Los Angeles County, State of California. I am over the age of 18 years and
4 not a party to the within action. My business address is 9465 Wilshire Blvd., Suite 300, Beverly
Hills, CA 90212, lanie@counselonegroup.com.

5 On December 19, 2025, I served the foregoing **NOTICE OF RULING** on the interested
6 parties in this action by serving copies of the foregoing documents on the addressees as follows:

7 Mishell Parreno-Taylor, Esq.
Mishell.taylor@akerman.com

Attorneys for Defendants

8 Mojan Anari, Esq.
9 Mojan.anari@akerman.com
AKERMAN LLP
10 633 West Fifth Street, Suite 6400
Los Angeles, California 90071

11 Jacob N. Whitehead, Esq.
12 W EMPLOYMENT LAW, APC
13 jacob@wemploymentlaw.com
14 7700 Irvine Center Drive, Suite 930
Irvine, CA 92618

Co-Counsel for Plaintiff

15 Labor and Workforce Development Agency
16 <https://dir.tfaforms.net/311>

LWDA/The State of California

17 **[X] (BY ELECTRONIC SERVICE)** Based on a court order, I caused the documents to
18 be sent to the Attorneys for Defendants and Co-Counsel for Plaintiff listed above by email through
19 One Legal and to the LWDA/The State of California through their online submission form at the web
20 address listed above. I did not receive, within a reasonable time after the transmission(s), any
electronic message or other indication that the transmission(s) was/were unsuccessful.

21 **[X] (STATE)** I certify (or declare) under penalty of perjury under the laws of the
22 State of California that the foregoing is true and correct.

23 Executed on December 19, 2025, at Los Angeles, California.

24 
25 Lanie Kachadoorian