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

19 Defendants.
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Case No.: CIVSB2222518

Honorable Christian Towns, Dept. S26

NOTICE OF RULING

Complaint Filed: November 23, 2022

Trial Date: None Set

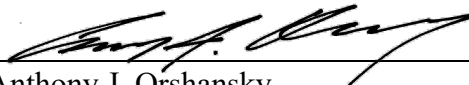
1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 PLEASE TAKE NOTICE that on June 25, 2025, at or around 8:30 a.m., the Court held the
3 hearing on Plaintiff's motion for preliminary approval of the class and representative action
4 settlement. Anthony J. Orshansky appeared on behalf of Plaintiff. Mojan Anari appeared on behalf
5 of Defendants. The Honorable Christian Towns issued an Order Granting Preliminary Approval of
6 Class and Representative Action Settlement and set the Final Approval Hearing for November 6,
7 2025, at 8:30 a.m. in Department S26 of this Court. Plaintiff's counsel was ordered to give notice.
8 Attached hereto as Exhibit A is a true and correct copy of the Court's Minute Order dated June 25,
9 2025, and the Order Granting Preliminary Approval of Class and Representative Action Settlement.

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11 DATED: June 26, 2025

COUNSELONE, PC

12 By

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14 Anthony J. Orshansky
15 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
www.sb-court.org

PORTAL MINUTE ORDER

Case Number: CIVSB2222518

Date: 6/25/2025

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

Department S26 - SBJC	Date: 6/25/2025	Time: 8:30 AM	Motion for Preliminary Approval of Class Action Settlement
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Judicial Officer: Christian Towns
Judicial Assistant: Valerie Uruena
Court Reporter: Not Reported or Recorded
Court Attendant: Alfie Cervantes

Appearances

Attorney Anthony Orshansky appears by CourtCall for Plaintiff Tessa M. Jennings
Attorney Mojan Anari appears by Zoom for Defendant Skygroup Investments, LLC

Proceedings

Remote Hearing Held Via Court Call
Party appeared by audio and/or video

Tessa M. Jennings's Motion for preliminary approval of settlement is heard.
The Court has read and considered Motion and Supporting Documents
No opposition presented.

Court Finds

Tessa M. Jennings's Motion for preliminary approval of settlement is granted.
-
The Court reserves a status hearing for Motion for Final Approval of settlement.
-
Plaintiff's Counsel to prepare and serve notice of ruling.
-
Clerk's Office to:
Vacate Hearing Re: Status of filing motion for final approval upon filing of the motion.
Order Filed Re:
Granting Preliminary Approval of Settlement.

Hearings

Hearing Re: set for 11/6/2025 at 8:30 AM in Department S26 - SBJC
Status of Filing Motion for Final Approval of Class Action Settlement

Notice to be given by Plaintiff's Counsel

== Minute Order Complete ==

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

JUN 25 2025

BY 
VALERIE URUEÑA, DEPUTY

7 JACOB N. WHITEHEAD (SBN 266123)
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10 Attorneys for Plaintiff Tessa M. Jennings, on behalf
11 of herself and others similarly situated

12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
13 **FOR THE COUNTY OF SAN BERNARDINO**
14

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

17 Plaintiff,

18 v.

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

21 Defendants.
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Case No.: CIVSB2222518

**~~PROPOSED~~ ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE ACTION
SETTLEMENT**

Preliminary Approval Hearing:

Date: June 24, 2025

Time: 8:30 a.m.

Dept.: S-26

Trial Date: None Set

**~~PROPOSED~~ ORDER GRANTING PRELIMINARY APPROVAL OF CLASS AND
REPRESENTATIVE ACTION SETTLEMENT**

1 This matter has come before the Honorable Christian Towns in Department S-26 of the
2 Superior Court of the State of California, for the County of San Bernardino, on June 24, 2025, at
3 8:30 a.m. for Plaintiff's Motion for Preliminary Approval of Class and Representative Action
4 Settlement. CounselOne, PC appeared as counsel for Plaintiff Tessa M. Jennings ("Plaintiff"),
5 individually and on behalf of all others similarly situated, and Akerman LLP appeared as counsel
6 for Defendants Skygroup Investments, LLC and iFLY Holdings, LLC ("Defendants").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
9 Preliminary Approval of Class and Representative Action Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Stipulation of Class and Representative Action
12 Settlement ("Settlement Agreement"), attached as **EXHIBIT 1** to the Declaration of Anthony J.
13 Orshansky in Support of Plaintiff's Motion for Preliminary Approval of Class and Representative
14 Action Settlement. This is based on the Court's determination that the settlement falls within the
15 range of possible approval as fair, adequate, and reasonable.

16 2. This Order incorporates by reference the definitions in the Settlement Agreement,
17 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
18 Settlement Agreement.

19 3. It appears to the Court on a preliminary basis that the settlement is fair, adequate and
20 reasonable. It appears to the Court that extensive investigation and research have been conducted
21 such that counsel for the Parties at this time are able to reasonably evaluate their respective positions.
22 Additionally, it appears to the Court that the settlement, at this time, will avoid substantial additional
23 costs by all Parties, as well as avoid the delay and risks that would be presented by the further
24 prosecution of the case. It further appears that the settlement has been reached as the result of
25 intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

26 4. The Court preliminarily finds that the settlement, including the allocations for the
27 Attorneys' Fees and Costs, Enhancement Payment, PAGA Payment, Administration Costs, and
28 payments to the Settlement Class Members and PAGA Group Members provided thereby appear to

1 be within the range of reasonableness of a settlement that could ultimately be given final approval
2 by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted as part of
3 the settlement and preliminarily finds that the monetary settlement awards made available to the
4 Class Members and PAGA Group Members are fair, adequate, and reasonable when balanced
5 against the probable outcome of further litigation relating to certification, liability, and damages
6 issues.

7 5. The Court concludes that, for settlement purposes only, the proposed Class meets the
8 requirements for certification under section 382 of the California Code of Civil Procedure in that:
9 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
10 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
11 community of interest amongst the members of the Class with respect to the subject matter of the
12 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
13 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
14 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
15 Counsel are qualified to act as counsel for Plaintiff in his individual capacity and as the
16 representatives of the Class.

17 6. The Court conditionally certifies, for settlement purposes only, the Class defined as
18 follows: All non-exempt employees who worked for Defendants Skygroup Investments, LLC and
19 iFLY Holdings, LLC within the State of California during the period beginning on November 23,
20 2018 and ending on December 31, 2024.

21 7. The Court provisionally appoints CounselOne, PC and W Employment Law, APC as
22 counsel for the Class ("Class Counsel").

23 8. The Court provisionally appoints Plaintiff Tessa M. Jennings as the representative of
24 the Class ("Class Representative").

25 9. The Court provisionally appoints CPT Group Inc. ("CPT") to handle the
26 administration of the settlement ("Settlement Administrator").

27 10. Within ten (10) calendar days of the Preliminary Approval Hearing, Defendants shall
28 provide the Settlement Administrator with the following information about each Class Member: full

1 name, last-known mailing address, last-known telephone number, Social Security number, number
2 of workweeks during the Class Period, number of pay periods during the PAGA Period, and
3 employment dates as a non-exempt employee ("Class List") in conformity with the Settlement
4 Agreement.

5 11. The Court approves, both as to form and content, the Notice of Pendency of Class
6 and Representative Action Settlement ("Class Notice") attached to the Settlement Agreement. The
7 Class Notice shall be provided to Class Members in the manner set forth in the Settlement
8 Agreement. The Court finds that the Class Notice appears to fully and accurately inform the Class
9 Members of all material elements of the Settlement Agreement, of Class Members' right to be
10 excluded from the class settlement by submitting an opt out request to the Settlement Administrator,
11 of Settlement Class Members' right to dispute the workweeks credited to each of them, and of each
12 Settlement Class Member's right and opportunity to object to the class settlement. The Court further
13 finds that distribution of the Class Notice substantially in the manner and form set forth in the
14 Settlement Agreement and this Order, and that all other dates set forth in the Settlement Agreement
15 and this Order, meet the requirements of due process and shall constitute due and sufficient notice
16 to all persons entitled thereto. The Court further orders the Settlement Administrator to mail the
17 Class Notice by first class U.S. Mail to all Class Members and PAGA Group Members within twenty
18 (20) calendar days of the Preliminary Approval Hearing, pursuant to the terms set forth in the
19 Settlement Agreement.

20 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
21 Settlement Agreement, for seeking exclusion from the class settlement. Any Class Member may
22 choose to be excluded from the class settlement by submitting a timely written request for exclusion
23 to the Settlement Administrator, postmarked no later than the Response Deadline. The Response
24 Deadline shall be forty-five (45) days after the Settlement Administrator initially mails the Class
25 Notice to Class Members. No specific language is required in the request for exclusion provided it
26 is sufficiently clear that the Class Member desires to be excluded from the class settlement. Any
27 such person who chooses to opt out of, and be excluded from, the class settlement will not be entitled
28 to recovery under the class settlement and will not have any right to object, appeal, or comment on

1 the settlement. Class Members who have not submitted a timely and valid request to be excluded
2 from the settlement (*i.e.*, Settlement Class Members) shall be bound by the Settlement Agreement
3 and any final judgment based thereon. Class Members employed by Defendants during the PAGA
4 Period, whether or not they submit a request for exclusion, (“PAGA Group Members”) will receive
5 a PAGA payment and will no longer be able to seek penalties under the PAGA (codified in California
6 Labor Code § 2698 et seq.), during the PAGA Period for claims that were alleged or reasonably
7 could have been alleged based on the facts or legal theories alleged in the Operative Complaint.

8 13. To object to the class settlement, a Settlement Class Member should send his or her
9 objection to the Settlement Administrator, postmarked on or before the Response Deadline, which
10 is forty-five (45) days after the Class Notice is initially mailed to Class Members. However, the
11 Court will hear from any Settlement Class Member who attends the Final Approval Hearing and
12 asks to speak regardless of whether he or she submitted a written objection.

13 14. A Final Approval Hearing shall be held on 11/6/25 ^{8:30} a.m./p.m. in Department
14 S-26 of the above-entitled Superior Court of California, County of San Bernardino, located at 247
15 West Third Street, San Bernardino, California 92415, to determine all necessary matters concerning
16 the settlement, including: whether the proposed settlement of the action on the terms and conditions
17 provided for in the Settlement Agreement is fair, adequate, and reasonable and should be finally
18 approved by the Court; whether a judgment, as provided in the Settlement Agreement, should be
19 entered herein; whether the plan of allocation contained in the Settlement Agreement should be
20 approved as fair, adequate, and reasonable to Settlement Class Members and PAGA Group
21 Members; and whether to finally approve the requests for Attorneys’ Fees and Costs, Enhancement
22 Payment, and Administration Costs.

23 15. The deadline for Class Counsel to file a motion for final approval of the settlement
24 and for Attorneys’ Fees and Costs, Enhancement Payment, and Administration Costs, along with
25 the appropriate declarations and supporting evidence, including the Settlement Administrator’s
26 declaration, is 16 court days prior to the Final Approval Hearing. Class Counsel shall also submit a
27 Proposed Final Approval Order and Judgment, with a timeline to file a final report summarizing all
28 distributions made pursuant to the settlement, supported by declaration. Additionally, the Final

1 Approval Order and Judgment shall include the procedure by which the parties and the Court will
2 comply with California Code of Civil Procedure section 384, as amended, with regards to *cy pres*
3 recipient.

4 16. Except as required to implement the settlement, all proceedings and all litigation of
5 the action are stayed pending the Final Approval Hearing.

6 17. The settlement is not a concession or admission and shall not be used against
7 Defendants as an admission or indication with respect to any claim of any fault or omission by
8 Defendants. Whether or not the settlement is finally approved, neither the settlement, nor any
9 document, statement, proceeding or conduct related to the settlement, nor any reports or accounts
10 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
11 deemed to be in evidence for any purpose adverse to the Defendants, including, but not limited to,
12 evidence of a presumption, concession, indication or admission by Defendants of any liability, fault,
13 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
14 implementation, interpretation, or enforcement of the Settlement Agreement.

15 18. In the event the settlement does not become effective in accordance with the terms of
16 the Settlement Agreement, or the settlement is not finally approved, or is terminated, cancelled, or
17 fails to become effective for any reason, this Order shall be rendered null and void, shall be vacated,
18 and the Parties shall revert back to their respective positions as of before entering into the Settlement
19 Agreement.

20 19. The Court reserves the right to adjourn or continue the date of the Final Approval
21 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
22 Members and PAGA Group Members and retains jurisdiction to consider all further applications
23 arising out of or connected with the settlement.

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25 Dated: 6-25-2025

C. Towns
Hon. Christian Towns
Judge of the Superior Court

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

Mishell Parreno-Taylor, Esq. Attorneys for Defendants
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Labor and Workforce Development Agency LWDA/The State of California
<https://dir.tfaforms.net/311>

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


Lanie Lim