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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

JACOB McKEEHAN and ROBERT
MARSLEK, individually and on behalf of all
others similarly situated,

 Plaintiffs,

 vs.

JETSUITEX, INC.; SUPERIOR AIR
CHARTER, LLC; DELUX PUBLIC CHARTER,
LLC; and DOES 1 through 20, inclusive,

 Defendants.

Case No. 22STCV24435

Assigned for all purposes to:
Hon. Elihu M. Berle
Dept. 6

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
AND PAGA SETTLEMENT**

Date: September 19, 2025
Time: 11:00 a.m.
Dept: 6

1 The Motion for Preliminary Approval of Class Action and PAGA Settlement filed by
2 Plaintiffs Jacob McKeehan and Robert Marslek (“Plaintiffs”) came on regularly for hearing on
3 September 19, 2025 at 11:00 a.m., the Honorable Elihu Berle presiding. Having reviewed
4 Plaintiffs’ motion and all papers submitted in support thereof, including the Class Action and
5 Private Attorneys General Act Settlement and Release Agreement (the “Settlement” or
6 “Agreement”) between Plaintiffs and Defendants Superior Air Charter, LLC, JetSuiteX, Inc., and
7 Delux Public Charter, LLC (collectively, “Defendants”), and good cause appearing, the Court
8 hereby finds and orders as follows:

9 1. This Order incorporates by reference the definitions in the Settlement attached as
10 Exhibit 1 to the Declaration of Kristy R. Connolly in Support of Plaintiff’s Motion for Preliminary
11 Approval of Class Action Settlement and all terms defined therein shall have the same meaning in
12 this Order.

13 2. The Court finds on a preliminary basis that (a) the Settlement is fair, adequate and
14 reasonable; (b) the Gross Settlement Amount and Net Settlement Amount are fair, adequate and
15 reasonable when balanced against the probable outcome of further litigation relating to liability
16 and damages issues; (c) sufficient investigation and research have been conducted such that
17 counsel for the Parties at this time are able to reasonably evaluate their respective positions;
18 (d) settlement at this time will avoid additional costs by all Parties, as well as avoid the delay and
19 risks that would be presented by the further prosecution of the Action; and (e) the Settlement has
20 been reached as the result of non-collusive, arms-length negotiations.

21 3. The Court provisionally certifies for settlement purposes only the following Class:
22 all current and former persons employed by Defendants in California as a non-exempt employee at
23 any time between May 15, 2020 through June 30, 2025 (“Class Period”).

24 4. The Court finds, for purposes of settlement only, that the Class meets the
25 requirements for certification under California Code of Civil Procedure section 382 in that: (a) Class
26 Members are ascertainable and so numerous that joinder of all Class Members is impracticable;
27 (b) there are questions of law and fact common to the Class that predominate over any questions
28 affecting only individual Class Members; (c) Plaintiffs’ claims are typical of the Class claims;

(d) class certification is a superior method for implementing the Settlement and adjudicating this Action in a fair and efficient manner; (e) the Class Representatives can fairly and adequately protect the class interests; and (f) Class Counsel are qualified to serve as counsel for the Class.

5. Plaintiffs Jacob McKeehan and Robert Marslek are hereby preliminarily appointed and designated, for settlement purposes only, as the Class Representatives and as PAGA representatives on behalf of the State of California and the PAGA Group Members.

6. Attorneys Kashif Haque, Samuel Wong, Jessica Campbell, and Kristy Connolly of Aegis Law Firm; Larry Lee of Diversity Law Group; William Marder of Polaris Law Group; and Dennis Hyun of Hyun Legal, APC are hereby preliminarily appointed and designated as counsel for the Class ("Class Counsel"), for settlement purposes only. Class Counsel is authorized to act on behalf of the Class Members with respect to all acts or consents required by, or which may be given pursuant to, the Settlement, and such other acts reasonably necessary to consummate the Settlement.

7. Should, for whatever reason, the Settlement not become final, the fact that the Parties were willing to stipulate to certification of the Class as part of the Settlement shall have no bearing on, nor be admissible in connection with, the issue of whether a class should be certified in a non-settlement context.

8. The Court hereby preliminarily approves the definition and disposition of the Gross Settlement Amount and Net Settlement Amount and related matters provided for in the Settlement, subject to modification at final approval.

9. The Court hereby preliminarily approves the Gross Settlement Amount, Class Counsel attorneys' fees of up to one-third the Gross Settlement Amount (currently \$199,666.67), Class Counsel litigation expenses not to exceed \$40,000.00, Enhancement Awards up to \$10,000.00 to each Plaintiff (for a total of \$20,000.00), PAGA penalties in the amount of \$30,000.00, and costs of settlement administration of \$6,950.00, all subject to final approval.

10. The Court also concludes that the relief provided by the Settlement for the PAGA Group Members' PAGA claims is fair and reasonable and is consistent with the underlying

purpose of the statute to benefit the public. *Moniz v. Adecco USA, Inc.*, 72 Cal. App. 5th 56 (2021); Labor Code § 2699(l).

11. The Court hereby approves, as to form and content, the Class Notice, attached hereto as **Exhibit 1** to be distributed to Class Members. The Court finds that distribution of the Class Notice, substantially in the manner and form set forth in the Settlement and this Order, meets the requirements of due process in full compliance with due process and the notice requirements of California Code of Civil Procedure section 877.6, is the best notice practicable under the circumstances, and shall constitute due and sufficient notice to all persons entitled thereto.

12. The Court hereby appoints ILYM Group, Inc. as Settlement Administrator and hereby directs the Settlement Administrator to mail or cause to be mailed to Class Members the Class Notice using the procedures set forth in the Settlement Agreement.

13. Defendants shall deliver the Class Data to the Settlement Administrator within 30 calendar days of this Order as provided in the Settlement. The Settlement Administrator shall mail the Class Notice within 14 calendar days of receipt of the Class Data as provided in the Settlement.

14. The Court approves the procedures for submitting a Request for Exclusion from the class action portion of the Settlement and for submitting objections to the Settlement, as described in the Settlement Agreement and incorporated herein by reference.

15. A Final Fairness and Approval Hearing shall be held before this Court on _____ at _____ in Department 6 of the Superior Court of California, County of Los Angeles, located at 312 North Spring Street, Los Angeles, California 90012. All papers in support of final approval and related awards for fees, costs, and Plaintiffs' enhancement awards must be filed and served at least 16 court days before the final approval hearing.

16. Any Participating Class Member must object to the Settlement by following the instructions that are set forth in the Settlement Agreement and Class Notice, and may appear at the Final Fairness and Approval Hearing. The Court shall retain final authority with respect to the consideration and admissibility of any objections. Any Participating Class Member who objects to the Settlement shall be bound by the order of the Court.

1 17. The Settlement is not a concession or admission, and shall not be used against the
2 Released Parties, as an admission or indication with respect to any claim of any fault or omission
3 by the Released Parties. Whether or not the Settlement is finally approved, neither the Settlement,
4 nor any document, statement, proceeding or conduct related to the Settlement, nor any reports or
5 accounts thereof, shall in any event be construed as, offered or admitted in evidence as, received as
6 or deemed to be evidence of a presumption, concession, indication or admission by Defendants of
7 any liability, fault, wrongdoing, omission, concession or damage in the Action, or in any other
8 action or proceeding, except for purposes of enforcing the Settlement once it receives final approval.

9 18. Pending the Final Approval and Fairness Hearing, all proceedings in this Action,
10 other than proceedings necessary to carry out or enforce the terms of the Settlement and this Order,
11 are hereby stayed.

12 19. Jurisdiction is hereby retained over this Action, the Parties to the Action, and each
13 of the Class Members for all matters relating to this Action, and this Settlement, including
14 (without limitation) all matters relating to the administration, interpretation, effectuation, and/or
15 enforcement of this Settlement and this Order.

16 20. The Court reserves the right to adjourn or continue the date of any hearing and all
17 dates provided for in the Settlement without further notice to Class Members, and retains
18 jurisdiction to consider all further applications arising out of or connected with the proposed
19 Settlement.

20 21. In the event Final Approval is denied, this Order will be null and void. No class
21 will be certified and all other orders contained herein will be null and void.

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23
24 DATED: _____

Honorable Elihu M. Berle
JUDGE OF THE SUPERIOR COURT