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SUPERIOR COURT FOR THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

DANIEL GRENTZ, individually, on behalf
of others similarly situated, and on behalf of
other aggrieved employees,

Plaintiffs,

v.

AMERICAN AIRLINES, INC.,

Defendant.

Case No. 23STCV03941

Hon. Laura A. Seigle, Department 17
Spring Street Courthouse

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL TO CLASS
ACTION AND PAGA SETTLEMENT
AGREEMENT**

Complaint Filed: February 22, 2023
Trial Date: Not Set
E-Service Provider: CaseAnywhere

1 The Court has before it the joint stipulation by Plaintiff Daniel Grentz (“Plaintiff”) and Defendant American Airlines, Inc., (“Defendant” or “American”) (collectively, the “Settling Parties”) for preliminary approval of a proposed class action and PAGA settlement. After reviewing the parties’ written submissions and after hearing arguments of counsel, the Court hereby finds and orders as follows:

2 1. The Court finds on a preliminary basis that the settlement memorialized in the Class Action and PAGA Settlement Agreement (the “Settlement Stipulation”) and filed with the Court falls within the range of reasonableness and therefore meets the requirements for preliminary approval. The Settlement Stipulation sets out the terms upon which American will settle all claims that have been brought against it in the above-referenced matter.

3 2. **Use of Defined Terms.** This Order incorporates by reference the parties' Settlement Stipulation, on file with this Court, and all terms not otherwise defined herein shall have the same meaning as set forth in the Settlement Stipulation.

4 3. **Settlement Class.** The Court finds, for purposes of settlement only, that the Settlement Class as defined in the Settlement Stipulation meets the requirements for certification under California law, and therefore conditionally certifies for settlement purposes only the following class:

5 All persons employed by American as flight attendants based at a California airport from January 1, 2024, until June 30, 2025.

6 4. **Appointment of Class Representative.** The Court appoints, for settlement purposes only, Plaintiff Daniel Grentz as Class Representative.

7 5. **Appointment of Class Counsel.** The Court appoints, for settlement purposes only, Matthew Helland, state bar number 250451, and Daniel Brome, state bar number 278915, of Nichols Kaster, LLP, located 235 Montgomery Street Suite 810, San

1 Francisco, CA 94104, as Class Counsel.

2 **6. Administrator and Notice.** The Settling Parties shall retain the services
3 of ILYM Group, Inc. for the administration of the Settlement, and said entity is hereby
4 appointed Administrator. As described in Paragraph 7.4.1 of the Settlement Stipulation,
5 by no later than fourteen (14) business days after receiving the information described in
6 Paragraph 1.8 of the Settlement Stipulation, the Administrator shall provide notice of the
7 settlement (“Settlement Class Notice”) to all Settlement Class Members by first class U.S.
8 mail to their last known address according to the information that American will provide
9 to the Administrator pursuant to Paragraph 4.2 of the Stipulation. The Settlement Class
10 Notice shall be in the form lodged as Exhibit A to the Settlement Stipulation. All
11 Participating Class Members will receive a portion of the Net Settlement Amount (as that
12 term is defined in the Settlement Stipulation) pursuant to the calculations set out in the
13 Settlement Stipulation. The Administrator shall make such further efforts as are possible
14 and reasonable, including those set out in Paragraph 7.4.2 of the Settlement Stipulation,
15 to provide the Settlement Class Notice to members of the Class whose original Settlement
16 Class Notice is returned as undeliverable. The Court finds that the content and schedule
17 of the mailings discussed in this Order meet the requirements of due process, provide the
18 best notice practicable, and will constitute sufficient notice to Settlement Class Members.

19 **7. Appropriate Notice.** The Court finds that the above-referenced form of
20 notice to the Settlement Class Members regarding the pendency of the action and of this
21 Settlement, and the methods of giving notice to Settlement Class Members, constitutes
22 the best notice practicable under the circumstances and constitutes valid, due, and
23 sufficient notice to all Settlement Class Members. The notice complies fully with the
24 requirements of California Code of Civil Procedure § 382, California Civil Code § 1781,
25 California Rules of Court 3.766 and 3.769, the California and United States Constitutions,
26 and all other applicable law

27 **8. Exclusions.** Settlement Class Members may exclude themselves from the
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1 Settlement Class by mailing the Administrator a signed and dated Request for Exclusion
2 pursuant to Paragraph 7.5 of the Settlement Stipulation. Pursuant to the terms of the
3 Stipulation, all Class Members will be bound by the Settlement Stipulation, including its
4 release, unless they timely file a proper Request for Exclusion.

5 9. **Objections.** Any Settlement Class Member who does not make their
6 objection in the manner provided for in Settlement Stipulation shall have waived such
7 objection and shall forever be foreclosed from making any objection to or appeal of the
8 fairness, reasonableness, or adequacy of the proposed Settlement or any aspect thereof.

9 10. **Stay.** Pending the Final Approval/Fairness Hearing, all proceedings in this
10 action, other than proceedings necessary to carry out or enforce the terms and conditions
11 of the Settlement Stipulation and this Order, are stayed.

12 11. **Non-Approval.** In the event the proposed Settlement as provided in the
13 Settlement Stipulation is not approved by the Court, or for any reason the parties fail to
14 obtain a final approval order as contemplated in the Settlement Stipulation, or the
15 Settlement Stipulation is terminated or voided pursuant to its terms, the Settlement
16 Stipulation shall become null and void and of no further force or effect, and shall not be
17 used or referred to for any purpose whatsoever, this Order shall be treated as vacated
18 *nunc pro tunc*, and the Settlement Class shall be decertified. In such event, the Settlement
19 Stipulation, the certification of the Settlement Class, and all negotiations and proceedings
20 relating to either shall be withdrawn without prejudice as to the rights of any and all
21 parties thereto.

22 12. **No Admissions.** Neither this Order nor the Settlement Stipulation, nor any
23 of their terms or provisions, nor any of the negotiations or proceedings connected with
24 them, shall be construed as an admission or concession by the Settling Parties of the truth
25 of any of the allegations, claims, defenses, or averments in this litigation, or of any
26 liability, fault or wrongdoing of any kind.

1 13. **Final Approval/Fairness Hearing.** The Final Approval/Fairness Hearing
2 is set for [date], at [time] (Pacific) before this Court. At the Final Approval/Fairness
3 Hearing, the Court will consider: (a) whether the Settlement should be approved as fair,
4 reasonable, and adequate for the Settlement Class; (b) whether a judgment granting
5 approval of the settlement should be entered; (c) whether Plaintiffs' application for an
6 award of attorneys' fees, reimbursement of litigation expenses, and class representative
7 enhancement should be granted; and (d) whether American's application for an order
8 approving the reformatted format of wage statement referenced in Paragraph 10.6 of the
9 Settlement Stipulation should be granted. The Court reserves the right to adjourn or
10 continue the date of the Final Approval/Fairness Hearing and all dates provided for in the
11 Settlement Stipulation without further notice to the Settlement Class, and retains
12 jurisdiction to consider all further applications arising out of or connected with the
13 Settlement Stipulation.

14 14. **Schedule.** The Court adopts the Settling Parties' proposed schedule for the
15 approval and implementation of the Settlement Stipulation, as follows:

- 16 a. Defendant shall provide required data to the Administrator and
17 Class Counsel within 15 business days of receipt of notice of this
18 Order;
- 19 b. The Administrator shall distributed notice within 14 days of receipt
20 of the data;
- 21 c. The last day to object or to request exclusion shall be 60 days after
22 the distribution of notice (except for remailed notices);
- 23 d. Plaintiff shall file the motion for final approval, as well as the
24 motion for attorneys' fees and costs, and class representative
25 enhancement, and Defendant may elect to file its motion for
26 approval of the reformatted form of wage statement, not less than
27 16 court days before the final approval hearing.

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IT IS SO ORDERED.

Dated: _____

Hon. Laura A. Seigle
Superior Court of California,
County of Los Angeles