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Attorneys for Plaintiff JORGE L. VASQUEZ HERNANDEZ,
as an individual and on behalf of all
employees similarly situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

JORGE L. VASQUEZ HERNANDEZ,
individually, and on behalf of all others
similarly situated,

Plaintiff,

vs.

CALIBER AEROSPACE, LLC, a Texas
Limited Liability Company; EMPLOYER
SOLUTIONS STAFFING GROUP II, LLC, a
Minnesota Limited Liability Company; and
DOES 1 through 10, inclusive,

Defendants

Case No.: 23STCV20323

[Assigned for all purposes to Hon. Holly J.
Fujie, Department 56]

**CLASS AND PAGA REPRESENTATIVE
ACTION**

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

Reservation ID: 476474190603

Date: July 26, 2024

Time: 8:30 a.m.

Courtroom: Dept. 56

Action Filed: August 24, 2023

Trial Date: Not Set

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

2 This matter came on for hearing on July 26, 2024, upon the Motion for Preliminary Approval of
3 the proposed settlement of this action on the terms set forth in the CLASS ACTION AND PAGA
4 REPRESENTATIVE ACTION SETTLEMENT AGREEMENT (the “Agreement”) *see* Declaration of
5 Lilit Tunyan in Support of Plaintiff’s Motion for Preliminary Approval of Class and PAGA
6 Representative Action Settlement [“Tunyan Decl.”], at Exh. 1).

7 After reviewing the Agreement, the Notice process, having reviewed the entire record on this
8 action, having heard the argument of Counsel for respective Parties, if any, and good cause appearing,
9 the Court Orders as follows:

10 1. To the extent defined in the Agreement, the terms in this Order shall have the meanings
11 set forth therein.

12 2. The Court preliminarily finds that the terms of the proposed class action Settlement are
13 fair, reasonable, and adequate, pursuant to California Code of Civil Procedure § 382.

14 3. The Court finds that the Settlement has been reached as a result of intensive, serious and
15 non-collusive arms-length negotiations. The Court further finds that the Parties have conducted
16 thorough investigation and research, and the attorneys for the Parties are able to reasonably evaluate
17 their respective positions. The Court also finds that settlement at this time will avoid additional
18 substantial costs, as well as avoid the delay and risks that would be presented by the further prosecution
19 of the action. The Court finds that the risks of further prosecution are substantial.

20 4. The Parties’ Settlement is granted preliminary approval as it meets the criteria for
21 preliminary settlement approval. The Settlement falls within the range of reasonableness and appears
22 to be presumptively valid, subject only to any objections that may be raised at the final fairness hearing.
23 The Class meets the requirements for conditional certification for settlement purposes only under Code
24 of Civil Procedure § 382. The Court finds that it is appropriate to notify the members of the proposed
25 settlement Class of the terms of the proposed settlement.

26 5. The Parties’ proposed notice plan is constitutionally sound because individual notices
27 will be mailed to all Class Members whose identities are known to the Parties, and such notice is the
28 best notice practicable. The Parties’ proposed Class Notice, attached to the Agreement as Exhibit A, is

1 sufficient to inform Class Members of the terms of the Settlement, their rights under the settlement,
2 their rights to object to the Settlement, their right to receive a payment under the settlement or elect not
3 to participate in the settlement, and the processes for doing so, and the date and location of the final
4 approval hearing and are therefore approved.

5 6. The following persons are certified as Class Members solely for the purpose of entering
6 a settlement in this matter:

7 All current and former non-exempt employees of Defendant Caliber
8 Aerospace, LLC and all current and former non-exempt employees of Defendant
9 Employer Solutions Staffing Group II, LLC placed at Caliber Aerospace, LLC within
10 the State of California during the Class Period (the “Class Period” is June 20, 2022
11 through the date the Court grants preliminary approval of this settlement or, at
12 Defendants’ option, the date the number of actual Class Workweeks exceeds 10% of
13 the estimated workweeks pursuant to paragraph 8 of the Settlement.) “Participating
14 Class Members” are those Class Members who do not submit timely exclusion requests
15 to the Settlement Administrator. (Settlement, ¶ 1.35.)

16 7. The following persons are PAGA Group Employees for the purpose of entering a
17 settlement in this matter:

18 All current and former non-exempt employees of Defendant Caliber Aerospace, LLC
19 and all current and former non-exempt employees of Defendant Employer Solutions
20 Staffing Group II, LLC placed at Caliber Aerospace, LLC within the State of
21 California during the PAGA Period (the “PAGA Period” is June 20, 2022 through the
22 date the Court grants preliminary approval of this settlement or, at Defendants’ option,
23 the date the number of actual Class Workweeks exceeds 10% of the estimated
24 workweeks pursuant to paragraph 8 of the Settlement.) Aggrieved Employees cannot
25 opt out of the settlement of the PAGA claim. (Settlement, ¶ 7.5.4.)

26 8. The Court appoints Plaintiff JORGE L. VASQUEZ HERNANDEZ as the Class
27 Representative.

28 9. The Court appoints TUNYAN LAW, APC as Class Counsel. The Court finds
Plaintiff’s counsel are adequate, as they are experienced in wage and hour class action litigation and
have no conflicts of interest with absent Class Members, and that they adequately represented the
interests of absent class members in the Litigation.

 10. The Court appoints Phoenix Class Action Administration Solutions to act as the
Settlement Administrator, pursuant to the terms set forth in the Agreement.

1 11. Defendants are directed to provide the Settlement Administrator the names and most
2 recent known mailing addresses of Class Members and any other information required in accordance
3 with the Agreement (the “Class Database”).

4 12. The Settlement Administrator is directed to mail the approved Class Notice by first-
5 class mail to the Class Members in accordance with the Agreement. Before mailing, the Settlement
6 Administrator or Class Counsel shall include the appropriate dates in the Class Notice and insert the
7 correct time and place for the Final Approval Hearing.

8 13. Class Members will be bound by the Agreement unless they submit a timely and valid
9 written request to be excluded from the Settlement, postmarked by the response deadline. Any request
10 for exclusion shall be submitted to the Settlement Administrator rather than filed with the Court. Class
11 members are not required to send copies of their Exclusion request to counsel. The Settlement
12 Administrator shall file, or provide to Counsel for filing, a declaration authenticating a copy of every
13 Exclusion request received by the Administrator.

14 14. To be considered, Class Members must timely file and serve their written objections in
15 accordance with the Agreement.

16 15. Upon completion of the Notice process, the Settlement Administrator shall provide a
17 report of the results of that process to Counsel for all Parties.

18 16. A final approval hearing will be held on _____, 2024, at
19 _____, in Department 56, to determine whether the settlement should be granted final approval
20 as fair, reasonable, and adequate as to the Class Members. At that time, the Court will hear all evidence
21 and arguments necessary to evaluate the Settlement. Class Members and their counsel may support or
22 oppose the Settlement, if they so desire, in accordance with the procedures set forth in the Class Notice
23 and this Order.

24 17. As set forth in the Notice, any Class Member may appear at the final approval hearing
25 in person or by his or her own attorney or virtually via LACourtConnect <https://www.lacourt.org/lacc/>
26 and show cause why the Court should not approve the settlement.

27 18. The Court reserves the right to continue the date of the final approval hearing without
28 further notice to Class Members.

1 19. Class Counsel shall give notice to any objecting party of any continuance of the hearing
2 of the motion for final approval.

3 20. The Court retains jurisdiction to consider all further applications arising out of or in
4 connection with the settlement.

5 21. In the event that the Settlement does not become effective in accordance with the terms
6 of the Agreement, then this Preliminary Approval Order shall be rendered null and void to the extent
7 provided by and in accordance with the Agreement and shall be vacated, and, in such event, all orders
8 entered and releases delivered in connection herewith shall be null and void to the extent provided by and
9 in accordance with the Agreement, and each party shall retain his or its rights to proceed with litigation
10 of the Actions.

11
12 **IT IS SO ORDERED.**

13
14 Dated: _____

Hon. Holly J. Fujie
LOS ANGELES SUPERIOR COURT JUDGE

1 **PROOF OF SERVICE**

2 STATE OF CALIFORNIA)
3) ss
4 COUNTY OF LOS ANGELES)

5 I am employed in the county of Los Angeles, State of California. I am over the age of 18
6 and not a party to the within action; my business address is 535 N Brand Blvd. Suite 285
7 Glendale, California 91203.

8 On the date indicated below, I served the document described as: **[PROPOSED] ORDER**
9 **GRANTING PRELIMINARY APPROVAL OF CLASS AND PAGA REPRESENTATIVE**
10 **ACTION SETTLEMENT** on the interested parties in this action by sending a true copy thereof to
11 interested parties as follows and as stated on the attached service list:

12 John R. Carrigan, Jr.

13 jcarrigan@cozen.com

14 Sarah Fan

15 HFan@cozen.com

16 **COZEN O'CONNOR**

17 401 Wilshire Blvd., #850

18 Santa Monica, CA 90401

19 Telephone: 310-943-4819

20 **Attorneys for Defendant CALIBER AEROSPACE, LLC**

21 David Fishman

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23 Keith Rossman

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Attorneys for Defendant EMPLOYER SOLUTIONS STAFFING GROUP II, LLC

21 ☒ **BY ELECTRONIC SERVICE:** Based on an agreement of the parties to accept electronic service,
22 I caused the documents to be sent to the persons at the electronic service addresses listed above
23 via electronic mail. I did not receive an error message.

24 ☒ **BY E-MAIL:** I hereby certify that this document was served from Glendale, California,
25 by e-mail delivery on the parties listed herein at their most recent known e-mail address
26 or e-mail of record in this action.

27 I declare under penalty of perjury under the laws of the State of California that the
28 above is true and correct. Executed on May 1, 2024 at Glendale, California.

Lilit Tunyan

Name



Signature