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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO**

MARCELINA PEREYRA, individually and on
behalf of all others similarly situated and the
State of California under the Private Attorneys
General Act,

Plaintiffs,

vs.

G.A.T. AIRLINE GROUND SUPPORT, INC.
and DOES 1 through 50, inclusive,

Defendants.

Case No.: 37-2024-00000064-CU-OE-CTL

Hon. Carolyn M. Caietti
Dept. 70

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

*[Filed with Plaintiffs' Notice of Motion and
Memorandum of Points and Authorities, the
Declaration of Kane Moon, the Declaration of
Nicholas J. Ferraro, the Declaration of Plaintiff
Pereyra, the Declaration of Plaintiff Manu, the
Declaration of Plaintiff Grant, and the Declaration
of Plaintiff Asuncion]*

PRELIMINARY APPROVAL HEARING:

Date: July 25, 2025

Time: 10:30 a.m.

Dept.: 70

Complaint Filed: January 2, 2024

Trial: Not set

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8 *Attorneys for Plaintiff Ulualofaiga Manu, Angel Grant, and Tammy Lynn Asuncion*

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1 \$486,618.00); and (f) reimbursement of actual litigation costs and expenses to Class Counsel of
2 not more than \$50,000.00.

3 3. The Court finds on a preliminary basis that: (1) the settlement amount is fair and
4 reasonable to the Class Members when balanced against the probable outcome of further litigation
5 relating to class certification, liability and damages issues, and potential appeals; (2) significant
6 informal discovery, investigation, research, and litigation have been conducted such that counsel
7 for the respective Parties at this time are able to reasonably evaluate their respective positions; (3)
8 settlement at this time will avoid substantial costs, delay, and risks that would be presented by the
9 further prosecution of the litigation; and (4) the proposed Settlement has been reached as the result
10 of serious, informed, adversarial, and arms-length negotiations between the Parties. Accordingly,
11 the Court preliminarily finds that the Settlement Agreement was entered into in good faith and
12 meets the requirements for preliminary approval.

13 4. A final approval hearing on the question of whether the proposed Settlement
14 Agreement, attorneys' fees and costs to Class Counsel, the PAGA civil penalties, and the Class
15 Representative Service Payments should be finally approved as fair, reasonable, and adequate as
16 to the members of the Class is hereby set in accordance with the Implementation Schedule set
17 forth below.

18 5. The Court provisionally certifies, for settlement purposes only, the following class
19 (the "Class"): means all individuals currently or formerly employed by Defendant in California as
20 hourly, non-exempt employees during the period from May 1, 2019, through July 25, 2025 (the
21 "Class Period"). Excluded from the Class is any Class Member who submits a valid and timely
22 Request for Exclusion from the Settlement.

23 6. **Releases of Claims.** Effective on the date when G.A.T. Airline fully funds the Gross
24 Settlement Amount and all associated employer payroll taxes owed on the Wage Portion of the Individual
25 Class Payments, the following releases of claims against all Released Parties will take effect:

26 a. **Released Parties.** "Released Parties" Defendant and each of its past, present and future
27 agents, employees, servants, officers, directors, managing agents, members, owners (whether direct or
28 indirect), partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries,

1 equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors,
2 successors, insurers, consultants, joint venturers, joint employers, potential and alleged joint employers,
3 , temporary staffing agencies (whether direct or indirect), contractors, affiliates, service providers, alter-
4 egos, vendors, affiliated organizations, any person and/or entity with potential or alleged to have joint
5 liability, and all of their respective past, present and future employees, directors, officers, members,
6 owners, agents, representatives, payroll agencies, attorneys, stockholders, fiduciaries, parents,
7 subsidiaries, other service providers, and assigns, and any and all persons and/or entities acting under,
8 by, through or in concert with any of them. (Settlement, ¶ 1.50.)

9 b. Named Plaintiffs' General Release. As a condition of receiving any portion of the Class
10 Representative Service Payment, Named Plaintiffs' and each of Named Plaintiffs' respective former and
11 present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns, release
12 and discharge Released Parties from all claims, transactions, or occurrences, including, but not limited
13 to from all known and unknown claims, transactions, or occurrences under federal, state and/or local
14 law, statute, ordinance, regulation, common law, or other source of law, including but not limited to
15 claims arising from or related to Plaintiff's employment with Defendant and Plaintiff's compensation
16 while so employed ("Plaintiffs' Release"). Plaintiffs' Release includes all claims that were, or reasonably
17 could have been, alleged, based on the facts contained, in the Action, Operative Complaint, PAGA
18 Notice, or ascertained during the Action; and (b) any other claims, debts, liabilities, demands, damages,
19 obligations, actions and causes of actions, of any nature whatsoever, whether known or unknown, or
20 suspected or unsuspected, arising out of or in connection with their employment with G.A.T. Airline, the
21 separation of such employment, or any other act, omission or event occurring between the Parties at any
22 time prior to the date the Named Plaintiffs executes this Agreement. This General Release includes,
23 without limitation: (1) all claims for violation of any federal, state or local statute, ordinance or regulation
24 relating to employment benefits, leaves of absence, or discrimination, harassment, retaliation, or
25 whistleblowing in employment, specifically including, without limitation, the California Fair
26 Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of
27 1964, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Older
28 Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the Americans with

1 Disabilities Act, and the Employee Retirement Income Security Act, the Consolidated Omnibus Budget
2 Reconciliation Act, the Securities Act, the Immigration Reform and Control Act the Worker Adjustment
3 and Retraining Notification Act of 1988, the California Worker Adjustment and Retraining Notification
4 Act, the Uniformed Service Employment and Reemployment Rights Act, and any regulation of any
5 administrative agency or governmental authority relating to employment benefits or discrimination or
6 harassment or retaliation in employment; (2) all claims for unpaid wages, including, but not limited to,
7 failure to pay minimum wages, straight time compensation, overtime compensation, double-time
8 compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time
9 rounding; failure to pay wages at least twice each calendar month; failure to timely pay wages; failure to
10 timely pay final wages; missed/short/late/ interrupted meal period, rest period, and/or recovery period
11 wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or
12 recovery periods; the calculation of meal period, rest period, and/or recovery period premiums;
13 reimbursement for all necessary business expenses; payment for all hours worked, including off-the-
14 clock work; wage statements; deductions; failure to keep accurate records; failure to provide records;
15 failure to provide suitable seating; failure to maintain temperature providing reasonable comfort;
16 unlawful deductions and/or withholdings from wages; unfair business practices; penalties, including, but
17 not limited to, recordkeeping penalties, wage statement and payroll reporting penalties, minimum-wage
18 penalties, and waiting-time penalties; and attorneys' fees and costs. Plaintiff's Release includes all
19 claims arising under the California Labor Code (including, but not limited to, sections 200, 201, 201.1,
20 201.3, 201.5, 202, 203, 204, 205.5, 206, 210, 216, 218, 218.5, 218.6, 221, 222, 222.5, 223, 224, 225,
21 225.5, 226, 226.2, 226.3, 226.7, 226.8, 227.3, 246, 247.5, 248.5, 256, 450, 510, 511, 512, 515, 516, 550,
22 551, 552, 558, 1174, 1174.5, 1175, 1182.12, 1194, 1194.2, 1194.3, 1197, 1197.1, 1197.2, 1197.5, 1198,
23 1198.5, 2698 *et seq.*, 2699 *et seq.*, 2802, and 2804); all claims arising under: the Wage Orders of the
24 California Industrial Welfare Commission; the California Equal Pay Act of 1949; the California Fair Pay
25 Act; the California Private Attorneys General Act of 2004 (PAGA); California Business and Professions
26 Code section 17200, *et seq.*; the California Civil Code, to include sections 3287, 3336 and 3294; 8 CCR
27 §§ 3203, 11070, 11090, 11100; California Code of Civil Procedure § 1021.5; California Code of Civil
28 Procedure § 1281.98; all state and local ordinances related to COVID-19 right of recall; the California

common law of contract; the FLSA, 29 U.S.C. §§ 201, *et seq.*; 29 CFR 778.223; 29 CFR 778.315; federal common law; and the Employee Retirement Income Security Act, 29 U.S.C. §§ 1001, *et seq.* (ERISA); (3) any non-statutory tort or contractual claim, including all claims for breach of oral, implied or written contract, breach of implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, conversion, emotional distress, retaliation, punitive damages; (4) all claims for wrongful termination of employment; (5) all claims for lost wages, penalties and/or benefits; and (6) all claims for attorneys' fees and costs arising under federal, state, or local laws for discrimination, harassment, retaliation, and wrongful termination, such as, by way of example only, (as amended) 42 U.S.C. § 1981, Title VII of the Civil Rights Act of 1964, the Americans with Disabilities Act (ADA), the Age Discrimination in Employment Act (ADEA), as amended by OWBPA, and the California Fair Employment and Housing Act (FEHA). Named Plaintiffs' General Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Named Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Named Plaintiffs' General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or their discovery of them. (*Id.* at ¶ 5.1.)

c. Named Plaintiffs' Section 1542 Waiver. For purposes of Named Plaintiffs' General Release, Named Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads: A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party. (*Id.* at ¶ 5.1.1.)

d. Release by Participating Class Members: All Participating Class Members release Released Parties from any and all claims, damages, and penalties asserted in the Action, as amended, and/or arising from the facts alleged in the Action or the PAGA Notice, or that could have been raised in the Action or the PAGA Notice based on the facts alleged. The Released Class Claims include all claims for unpaid wages, including, but not limited to, failure to pay minimum wages, straight time

1 compensation, overtime compensation, double-time compensation, and interest; the calculation of the
2 regular rate of pay; wages related to alleged illegal time rounding; missed/short/late/interrupted meal
3 period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to
4 authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period,
5 and/or recovery period premiums; payment for all hours worked, including off-the-clock work; failure
6 to reimburse business expenses; wage statements; failure to keep accurate records; failure to timely pay
7 wages; failure to timely pay final wages; failure to provide suitable seating; failure to pay vacation wages,
8 violations of California's paid sick leave laws; failure to provide supplemental paid sick leave; unfair
9 business practices related to the Labor Code violations alleged in the Operative Complaint; penalties,
10 including recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time
11 penalties; non-compliant wage statements; attorneys' fees and costs associated with recovery of the
12 alleged Labor Code violations alleged in the Operative Complaint; and generally all claims that could
13 have been brought based on the facts alleged in the Operative Complaint arising under: the California
14 Labor Code (including, but not limited to, sections 200, 201, 202, 203, 204, 206, 210, 216, 218, 218.5,
15 218.6, 223, 225.5, 234, 226, 226.3, 226.6, 226.7, 227.3, 233, 234, 245-248.7, 432, 432.5, 432.7, 510,
16 512, 516, 558, 558.1, 1024.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199,
17 2802, 2804, 2810.5); the Wage Orders of the California Industrial Welfare Commission; the California
18 Business and Professions Code section 17200, *et seq.*; the California Civil Code, to include but not
19 limited to, sections 1786, 3287, 3336 and 3294; 12 CCR § 11040; 8 CCR § 11060; California Code of
20 Civil Procedure § 1021.5; 15 U.S.C. § 1681; the California common law of contract the Fair Labor
21 Standards Act ("FLSA"), 29 U.S.C. § 201 *et seq.*; 29 CFR 778.223; 29 CFR 778.315; and federal
22 common law. This release excludes the release of claims not permitted by law. Upon entry of Judgment,
23 Participating Class Members are precluded from filing a wage and hour action under the Fair Labor
24 Standards Act against the Released Parties for claims and/or causes of action encompassed by the
25 Released Class Claims which are extinguished and precluded pursuant to the holding in *Rangel v. PLS*
26 *Check Cashers of California, Inc.*, 899 F.3d 1106 (2018). This release excludes the release of claims not
27 permitted by law. (*Id.* at ¶ 5.2.)

28 e. Release by PAGA Members: All PAGA Members and the LWDA release Released

Parties from, and are forever barred from pursuing such against Released Parties for all claims for civil penalties under PAGA that were alleged, or could have been alleged, based on the facts asserted in Plaintiff's Operative Complaint, as amended, and/or in the PAGA Notice, including but not limited to, claims relating to failure to pay minimum wages, straight time compensation, overtime compensation, double-time compensation, and interest; the calculation of the regular rate of pay; wages related to alleged illegal time rounding; missed/short/late/interrupted meal period, rest period, and/or recovery period wages/premiums; failure to provide meal periods; failure to authorize and permit rest periods and/or recovery periods; the calculation of meal period, rest period, and/or recovery period premiums; payment for all hours worked, including off-the-clock work; failure to reimburse business expenses; wage statements; failure to keep accurate records; failure to timely pay wages; failure to timely pay final wages; failure to provide suitable seating; unlawful agreements / unlawful criminal history inquiries and/or financial checks; failure to pay vacation wages, violations of California's paid sick leave laws; failure to provide supplemental paid sick leave; and alleged violations of Labor Code sections 200, 201, 202, 203, 204, 206, 210, 216, 218, 218.5, 218.6, 223, 225.5, 234, 226, 226.3, 226.6, 226.7, 227.3, 233, 234, 245-248.7, 432, 432.5, 432.7, 510, 512, 516, 558, 558.1, 1024.5, 1174, 1174.5, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 1199, 2802, 2804, 2810.5, 2698, *et seq.* and 2699 *et seq.* ("Released PAGA Claims"). The Released PAGA Claims are limited to the PAGA Period. Aggrieved Employees will be bound by the release of the Released PAGA Claims regardless of their decision to participate in or opt out of the release of the Released Class Claims. (*Id.* at ¶ 5.3.)

7. The Court, for purposes of this Preliminary Approval Order, refers to all terms and definitions as set forth in the Settlement.

8. The Court finds, for settlement purposes only, that the Class meets the requirements for certification under California Code of Civil Procedure section 382 in that: (1) the Class is so numerous that joinder is impractical; (2) there are questions of law and fact that are common, or of general interest, to all Class Members, which predominate over individual issues; (3) Plaintiffs' claims are typical of the claims of the Class Members; (4) Plaintiffs and Class Counsel will fairly and adequately protect the interests of the Class Members; and (5) a class action is superior to other available methods for the fair and efficient adjudication of the

1 controversy.

2 9. The Court appoints, for settlement purposes only, Plaintiffs as the “Class
3 Representatives.” The Court approves, on a preliminary basis, payment of a Class Representative
4 Enhancement Payment from the Gross Settlement Amount of up to \$7,500.00 to each Plaintiff, in
5 addition to the amount Plaintiffs are eligible to receive as Class Members, in recognition of their
6 contributions to the Action, their service to the Settlement Class, and their general release of
7 claims.

8 10. The Court appoints, for settlement purposes only, Plaintiffs’ Counsel Ferraro Vega
9 Employment Lawyers, Inc. and Moon Law Group, PC as “Class Counsel.” The Court approves,
10 on a preliminary basis, Class Counsel’s ability to request attorneys’ fees of up to 33.33% of the
11 Gross Settlement Amount (currently estimated to be \$486,618.00), as well as reimbursement for
12 actual costs not to exceed \$50,000.00, payable from the Gross Settlement Amount. To the extent
13 actual costs are less and/or the final amounts awarded for fees and/or costs are less than the
14 amounts requested, the remainder will be retained in the Net Settlement Amount for distribution
15 to Participating Class Members.

16 11. The Court appoints CPT Group, Inc. as the “Administrator” with payment, payable
17 the Gross Settlement Amount, for administration costs not to exceed \$26,000.00, except upon a
18 showing of good cause and as approved by the Court. To the extent administration costs are less,
19 the remainder will be retained in the Net Settlement Amount for distribution to Participating Class
20 Members.

21 12. The Administrator shall perform services and duties as provided for in the
22 Settlement, including, but not limited to, mailing the Class Notice via first-class U.S. Mail to Class
23 Members. Class Members shall not be required to submit a claim form in order to receive
24 individual settlement payments.

25 13. The Court approves the Class Notice and Request for Exclusion form in
26 substantially similar form and content as are attached to the Settlement as **Attachment A** and
27 **Attachment B**, respectively. The Court finds, on a preliminary basis, that the plan for distribution
28 of the Class Notice and Request for Exclusion form satisfies due process, provides the best notice

practicable under the circumstances, and constitutes due and sufficient notice to all persons entitled thereto.

14. The obligations set forth in the Settlement Agreement are deemed part of this Preliminary Approval Order, and the Parties and Administrator are ordered to carry out the Settlement Agreement according to its terms and provisions.

15. The Court orders the following Implementation Schedule:

Defendant to provide the Administrator with the Employee Data	Within 20 calendar days after preliminary approval is granted
Administrator to mail the Class Notice	Within 14 calendar days after receiving the Employee Data
Class Response Deadline	Within 45 calendar days after mailing (extended by 14 calendar days for any re-mailed Class Notices)
Last Day to File a Motion for Final Settlement Approval	At least 16 court days before the Final Approval Hearing
Final Approval Hearing	December __, 2025 at ____ a.m./p.m. in Dept. 70

16. The Court reserves the right to continue the date of the Final Approval Hearing without further notice to Class Members.

17. The Settlement is preliminarily approved but is not an admission by Defendant of the validity of any claims in this class action, or of any wrongdoing by Defendant or of any violation of law. Neither the Settlement nor any related document shall be offered or received in evidence in any civil, criminal, or administrative action or proceeding other than as may be necessary to consummate or enforce the Settlement.

IT IS SO ORDERED.

DATED: _____

The Honorable Carolyn M. Caietti
Judge of the Superior Court, San Diego County