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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

STEPHANIE LA GROW, TIMOTHY
GRIFFIN and DAMIR BARIC, individuals
and on behalf of all others similarly situated,

Plaintiffs,

vs.

JETBLUE AIRWAYS CORPORATION, a
Delaware Corporation; DOES 1 through 100,
inclusive,

Defendants.

CASE NO.: 23STCV28880

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: May 18, 2026
Hearing Time: 9:00 a.m.

Judge: Hon. Laura Seigle
Dept: SS-17

Date Filed: November 27, 2023
Trial Date: Not set

1 The unopposed motion of Plaintiffs Stephanie La Grow, Timothy Griffin and Damir Baric
2 (“Plaintiffs”) for an order finally approving the Class Action and PAGA Settlement Agreement
3 (“Agreement”) with Defendant JetBlue Airways Corporation (“Defendant”), attorneys’ fees and
4 costs, service payments, and the expenses of the Administrator duly came on for hearing on May
5 18, 2026 before the Honorable Laura Seigle.

6 **I.**

7 **FINDINGS**

8 Based on the oral and written argument and evidence presented in connection with the
9 motion, the Court makes the following findings:

- 10 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 11 2. This Court has jurisdiction over the subject matter of this litigation pending before
12 the Superior Court for the State of California, in and for the County of Los Angeles, and over all
13 Parties to this litigation, including the Class.
- 14 3. Based on a review of the papers submitted by Plaintiffs and a review of the
15 applicable law, the Court finds that the Gross Settlement Amount of One Million Seven Hundred
16 Twenty-Five Thousand Dollars (\$1,725,000.00) and the terms set forth in the Agreement are fair,
17 reasonable, and adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
21 Settlement, and the assistance of an experienced mediator in the settlement process, among other
22 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

23 **Preliminary Approval of the Settlement**

- 24 5. On December 11, 2025, the Court granted preliminary approval of the Settlement.
25 At this same time, the Court approved conditional certification of the Class for settlement
26 purposes only.

27 **Notice to the Class**

1 6. In compliance with the Preliminary Approval Order, the Court-approved Class
2 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
3 about January 26, 2026. This mailing of the Class Notice to their last-known addresses was the
4 best notice practicable under the circumstances and was reasonably calculated to communicate
5 actual notice of the litigation and the proposed settlement to the Class. The Class Notice given to
6 the Class Members fully and accurately informed the Class Members of all material elements of
7 the proposed Settlement and of their opportunity to object to or comment thereon or to seek
8 exclusion from the Settlement; was valid, due, and sufficient notice to all Class Members; and
9 complied fully with the laws of the State of California, the United States Constitution, due process
10 and other applicable law. The Class Notice fairly and adequately described the Settlement and
11 provided Class Members adequate instructions and a variety of means to obtain additional
12 information.

13 7. The Response Deadline for opting out or submitting written objections to the
14 Settlement was March 27, 2026, which for re-mailings was extended by fourteen (14) days. There
15 was an adequate interval between notice and the deadline to permit Class Members to choose what
16 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
17 Members to participate in this hearing, and all Class Members and other persons wishing to be
18 heard have had a full and fair opportunity to be heard. Class Members also have had a full and
19 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
20 Court determines that all Class Members who did not timely and properly submit a request for
21 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

22 **Fairness of the Settlement**

23 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
24 48 Cal.App.4th 1794, 1801 (1996).

25 a. The settlement was reached through arm's-length bargaining between the
26 Parties during an all-day mediation before Jonathan D. Andrews, Esq., an experienced mediator of
27 wage and hour class actions. There has been no collusion between the Parties in reaching the
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1 Settlement.

2 b. Plaintiffs and Class Counsel's investigation and discovery have been
3 sufficient to allow the Court and counsel to act intelligently.

4 c. Counsel for all Parties are experienced in similar employment class action
5 and PAGA litigation. Class Counsel recommended approval of the Agreement.

6 d. The percentage of objectors and requests for exclusion is small. No
7 objections were received. Two (2) requests for exclusion were received.

8 e. The participation rate was high. 1,030 Participating Class Members will be
9 mailed a settlement payment, representing 99.81% of the overall Class.

10 9. The consideration to be given to the Class Members under the terms of the
11 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
12 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
13 Members' claims, given the uncertainties and significant risks of the litigation and the delays
14 which would ensue from continued prosecution of the action.

15 10. The Agreement is approved as fair, adequate and reasonable and in the best
16 interests of the Class Members.

17 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

18 11. An award of \$575,000 for attorneys' fees, representing one-third of the Gross
19 Settlement Amount, and \$34,159.33 for litigation costs and expenses, is reasonable, in light of the
20 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
21 achieved by Class Counsel. The requested awards have been supported by Class Counsel's
22 lodestar and billing statement.

23 **Class Representative Service Payments**

24 12. The Agreement provides for a Class Representative Service Payments of not more
25 than \$10,000 each to Plaintiffs Baric and Griffin and not more than \$20,000 to Plaintiff La Grow,
26 subject to the Court's approval. The Court finds that Class Representative Service Payments in
27 the amount of \$10,000 each to Plaintiffs Baric and Griffin and \$20,000 to Plaintiff La Grow are
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1 reasonable in light of the risks and burdens undertaken by the Plaintiffs in this litigation and for
2 their time and effort in bringing and prosecuting this matter on behalf of the Class.

3 **Administration Expenses Payment**

4 13. The Administrator shall calculate and administer the payment to be made to the
5 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
6 Class Representative Service Payments to the Plaintiffs, issue all required tax reporting forms,
7 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
8 Administrator has documented \$14,790 in fees and expenses, and this amount is reasonable in
9 light of the work performed by the Administrator.

10 **PAGA Penalties**

11 14. The Agreement provides for PAGA Penalties out of the Gross Settlement Amount
12 of \$45,000.00, which shall be allocated \$33,7500.00 to the Labor & Workforce Development
13 Agency ("LWDA") as the LWDA's 75% share of the settlement of civil penalties paid under this
14 Agreement pursuant to the PAGA and \$11,250.00 to be distributed to the Aggrieved Employees
15 and allocated by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA
16 Penalties (\$11,250) by the total number of PAGA Pay Periods worked by all Aggrieved
17 Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's
18 PAGA Pay Periods. "Aggrieved Employees" are all individuals who are or previously were
19 employed by Defendant in the State of California who were classified as non-exempt at any time
20 during the PAGA Period (November 27, 2022 to September 6, 2025). Pursuant to Labor Code
21 section 2699, the LWDA was provided notice of the Agreement and these settlement terms and
22 has not indicated any objection thereto. The Court finds the PAGA Penalties to be reasonable.

23 **II.**

24 **ORDERS**

25 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
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1 15. The Class is certified for the purposes of settlement only. The Class consists of the
2 California Class and the Sick Pay and Expense Reimbursement Class (collectively the “Class
3 Members”). The California Class is defined as follows:

4 All individuals who are or previously were employed by Defendant in the State of
5 California who were classified as non-exempt at any time during the California
6 Class Period, excluding flight attendants and pilots.

7 The California Class Period is June 18, 2021 to September 6, 2025. The Sick Pay and Expense
8 Reimbursement Class is defined as follows:

9 All individuals who are or previously were employed by Defendant in the State of
10 California who were classified as non-exempt at any time during the Sick Pay and
11 Expense Reimbursement Class Period, excluding flight attendants and pilots.

12 The Sick Pay and Expense Reimbursement Class Period is November 27, 2019 to June 17, 2021.
13 The “Class Period” collectively means the above California Class Period and the Sick Pay and
14 Expense Reimbursement Class Period.

15 16. All persons who meet the foregoing definition are members of the Class, except for
16 those individuals who filed a valid request for exclusion (“opt out”) from the Class. The two (2)
17 individuals who requested exclusion are Simeon Charles and Jonathan Higginbotham.

18 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
19 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
20 the amounts necessary to fully pay Defendant’s share of payroll taxes, by transmitting the funds to
21 the Administrator no later than 21 days after the Effective Date.

22 18. Class Counsel are awarded attorneys’ fees in the amount of \$575,000 and costs in
23 the amount of \$34,159.33. The Class Counsel Fees Payment shall be allocated among Class
24 Counsel as follows: 58.125% to Blumenthal Nordrehaug Bhowmik De Blouw LLP, 25% to
25 Bibiyan Law Group, P.C., and 16.875% to Centurion Trial Attorneys, APC. The Class Counsel
26 Litigation Expenses Payment shall be allocated as follows: \$31,857.62 to Blumenthal Nordrehaug
27 Bhowmik De Blouw LLP and \$3,201.71 to Bibiyan Law Group, P.C. Class Counsel shall not
28 seek or obtain any other compensation or reimbursement from Defendant, Plaintiffs or members of
the Class.

1 19. The payment of Class Representative Service Payments in the amount of \$10,000
2 each to Plaintiffs Baric and Griffin and \$20,000 to Plaintiff La Grow is approved.

3 20. The payment of \$14,790 to the Administrator for its fees and expenses is approved.

4 21. The PAGA Penalties of \$45,000.00 is approved and is to be distributed in
5 accordance with the Agreement.

6 22. Pursuant to Labor Code section 2699, Class Counsel shall submit a copy of this
7 Final Approval Order and Judgment to the LWDA within 10 days after its entry.

8 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
9 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
10 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
11 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
12 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement
13 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
14 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
15 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
16 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
17 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
18 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
19 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
20 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
21 Claims and/or Released PAGA Claims.

22 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
23 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
24 and Judgment shall be posted on the website as set forth in the Class Notice to the Class. It shall
25 not be necessary to send notice of entry of this Final Approval Order and Judgment to individual
26 Class Members.

1 25. If the Agreement does not become final and effective in accordance with the terms
2 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
3 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
4 revert to their respective positions as of before entering into the Agreement, and expressly reserve
5 their respective rights regarding the prosecution and defense of this Action, including all available
6 defenses and affirmative defenses, and arguments that any claim in the Action could not be
7 certified as a class action and/or managed as a representative action.

8 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

9 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
10 Plaintiffs, and all members of the Class, shall take nothing in the Action.

11 27. All Parties shall bear their own attorneys' fees and costs, except as otherwise
12 provided in the Agreement and in this Final Approval Order and Judgment.

13 28. Effective on the date when Defendant fully funds the entire Gross Settlement
14 Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class
15 Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will
16 release claims against all Released Parties as follows:

17 (a) All Participating Class Members, on behalf of themselves and their
18 respective former and present representatives, agents, attorneys, heirs, administrators, successors,
19 and assigns, release Released Parties from the Released Class Claims, as follows:

- 20 (1) All Participating California Class Members, on behalf of themselves
21 and their respective former and present representatives, agents,
22 attorneys, heirs, administrators, successors, and assigns, release
23 Released Parties from the Released Class Claims. The "Released
24 Class Claims" are all claims that were alleged, or reasonably could
25 have been alleged, based on the facts stated in the Operative
26 Complaint which occurred during Class Members' employment in a
27 non-exempt position in California during the California Class Period
28 (June 18, 2021 to September 6, 2025), including claims based on the
failure to provide compliant meal periods and associated premium
pay, failure to provide compliant rest periods and associated
premium pay, failure to pay wages, including minimum wages,
straight time wages, overtime wages, vacation pay, sick pay, and
premium pay, failure to include all remuneration into the calculation
of the regular rate of pay, failure to provide compliant wage

1 statements, failure to timely pay wages during employment, failure
2 to timely pay wages upon termination of employment, failure to
3 reimburse for necessary business-related expenses, failure to provide
4 suitable seating, unfair or unlawful business practices pursuant to
5 California Business and Professions Code §§ 17200, *et seq.* based
6 on the aforementioned, any violation of the California Labor Code
7 based on the aforementioned, including, but not limited to,
8 California Labor Code sections 201, 202, 203, 204, 210, 218, 221,
9 226, 226.7, 227.3, 233, 246, 510, 512, 1194, 1194.2, 1197, 1197.1,
10 1198, and 2802, and any violation of the Industrial Welfare
11 Commission Wage Orders based on the aforementioned. This
12 release expressly excludes all other claims, including Plaintiff La
13 Grow's individual claims (other than her wage and hour claims
14 covered by this Class release) which are being separately settled,
15 claims for vested benefits, wrongful termination, violation of the
16 Fair Employment and Housing Act, unemployment insurance,
17 disability, social security, workers' compensation, and Class Claims
18 based on facts occurring outside the California Class Period.

12 (2) All Participating Sick Pay and Expense Reimbursement Class
13 Members, on behalf of themselves and their respective former and
14 present representatives, agents, attorneys, heirs, administrators,
15 successors, and assigns, release Released Parties from the Released
16 Sick Pay and Expense Reimbursement Class Claims. The "Released
17 Sick Pay and Expense Reimbursement Class Claims" are all sick
18 pay and reimbursement claims that were alleged, or reasonably
19 could have been alleged, based on the facts stated in the Operative
20 Complaint which occurred during Sick Pay and Reimbursement
21 Class Members' employment in a non-exempt position in California
22 during the Sick Pay and Reimbursement Class Period (November
23 27, 2019 to June 17, 2021), and expressly excluding all other
24 claims, including Plaintiff La Grow's individual claims (other than
25 her wage and hour claims covered by this Sick Pay and
26 Reimbursement Class release) which are being separately settled,
27 claims for vested benefits, wrongful termination, violation of the
28 Fair Employment and Housing Act, unemployment insurance,
disability, social security, workers' compensation, and Sick Pay and
Reimbursement Class Claims based on facts occurring outside the
Sick Pay and Reimbursement Class Period.

24 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
25 of themselves and their respective former and present representatives, agents, attorneys, heirs,
26 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
27 The "Released PAGA Claims" are all claims for PAGA penalties that were alleged, or reasonably
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1 could have been alleged, based on the facts stated in the Operative Complaint and the PAGA
2 Notices, which occurred during Aggrieved Employees' employment in a non-exempt position in
3 California during the PAGA Period, including claims based on the failure to provide compliant
4 meal periods and associated premium pay, failure to provide compliant rest periods and associated
5 premium pay, failure to pay wages, including minimum wages, straight time wages, overtime
6 wages, vacation pay, sick pay, and premium pay, failure to include all renumeration into the
7 calculation of the regular rate of pay, failure to provide compliant wage statements, failure to
8 timely pay wages during employment, failure to timely pay wages upon termination of
9 employment, failure to reimburse for necessary business-related expenses, failure to provide
10 suitable seating, any violation of the California Labor Code based on the aforementioned,
11 including, but not limited to, California Labor Code sections 201, 202, 203, 204, 210, 218, 221,
12 226, 226.7, 227.3, 233, 246, 510, 512, 558, 1194, 1197, 1197.1, 1198, and 2802, and any violation
13 of the Industrial Welfare Commission Wage Orders based on the aforementioned. This release
14 expressly excludes all other claims, including Plaintiff La Grow's individual claims (other than
15 her individual PAGA claims covered by this PAGA release) which are being separately settled,
16 claims for vested benefits, wrongful termination, and violation of the Fair Employment and
17 Housing Act, unemployment insurance, disability, social security, workers' compensation, and
18 PAGA claims outside of the PAGA Period.

19 (c) Plaintiffs Griffin and Baric and their respective former and present spouses,
20 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
21 and discharge Released Parties from any and all claims, obligations, demands, actions, rights,
22 causes of action, and liabilities against the Released Parties, of whatever kind and nature,
23 character, and description, whether in law or equity, whether sounding in tort, contract, federal,
24 state and/or local law, statute, ordinance, regulation, common law, or other source of law or
25 contract, whether known or unknown, and whether anticipated or unanticipated, including all
26 unknown claims covered by California Civil Code Section 1542, as quoted below, arising at any
27 time up to and including the date of execution of this Agreement, for any type of relief, including
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1 without limitation claims for wages, premium and other forms of pay, unpaid/unreimbursed costs,
2 penalties (including waiting time penalties), general damages, compensatory damages, liquidated
3 damages, punitive damages, interest, attorneys' fees, litigation and other costs, expenses,
4 restitution, and equitable and declaratory relief. Plaintiffs Griffin and Baric's Released Claims
5 also include, but are not limited to, the Released Class Claims and Released PAGA Claims as well
6 as any other claims under any provision of the Fair Labor Standards Act ("FLSA"), the California
7 Labor Code, any applicable California Industrial Welfare Commission Wage Orders, any city or
8 county Living Wage Ordinances, and claims under state or federal discrimination statutes,
9 including, without limitation, the California Government Code; the Unruh Civil Rights Act,
10 California Civil Code; the California Constitution; the California Business and Professions Code,
11 including but not limited to Sections 17200 *et seq.*; the United States Constitution; the Age
12 Discrimination in Employment Act ("ADEA") and the Older Workers Benefit Protection Act; the
13 Uniformed Services Employment and Reemployment Rights Act, Title VII of the Civil Rights Act
14 of 1964, 42 U.S.C. § 2000 *et seq.*; the Civil Rights Act of 1991; the Family and Medical Leave
15 Act, to the extent not prohibited by law; the Americans with Disabilities Act, 42 U.S.C. § 12101 *et*
16 *seq.*; the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.*; the Equal
17 Pay Act; the Fair Credit Reporting Act; the Employee Retirement Income Security Act of 1974;
18 the Worker Adjustment and Retraining Notification Act; the Sarbanes-Oxley Act of 2002; the
19 California Family Rights Act; and all of their implementing regulations and interpretive
20 guidelines; any and all claims for monetary recovery and personal or individual relief, except as
21 prohibited by law; and any premiums, penalties, interest, punitive damages, costs, attorneys' fees,
22 injunctive relief, declaratory relief, or accounting based on any of the foregoing claims. For the
23 avoidance of doubt, this is a complete and general release to the maximum extent permitted by
24 law. Notwithstanding the foregoing, the release of the Class Representatives' Released Claims
25 does not include (i) any claim or right for workers' compensation benefits; or (ii) any claim or
26 right that is not waivable as a matter of law. Plaintiffs Griffin and Baric's General Release does
27 not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits,
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1 unemployment benefits, disability benefits, social security benefits, or workers' compensation
2 benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiffs'
3 Release also does not extend to Plaintiff La Grow's individual claims being separately released
4 with a separate confidential settlement agreement. Plaintiffs acknowledge that they may discover
5 facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to
6 be true but agree, nonetheless, that Plaintiffs Griffin and Baric's Release shall be and remain
7 effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery
8 of them.

9 (d) Plaintiff La Grow and her respective former and present spouses,
10 representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release
11 and discharge Released Parties from all claims, transactions, or occurrences that occurred during
12 the Class Period, including, but not limited to: (a) all claims that were, or reasonably could have
13 been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims
14 that were, or reasonably could have been, alleged based on facts contained in the Operative
15 Complaint and Plaintiffs' PAGA Notices. Plaintiff La Grow represents that she has additional
16 individual claims against Defendant that Plaintiff La Grow is separately settling. Plaintiffs La
17 Grow's Release does not extend to any claims or actions to enforce this Agreement, or to any
18 claims for vested benefits, unemployment benefits, disability benefits, social security benefits, or
19 workers' compensation benefits that arose at any time, or based on occurrences outside the Class
20 Period.

21 29. For any Class Member or Aggrieved Employee whose Individual Class Payment
22 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
23 Administrator shall transmit the funds represented by such checks to a Court-approved nonprofit
24 organization or foundation consistent with Code of Civil Procedure Section 384(b) ("Cy Pres
25 Recipient"). The Court approves Foster Love as the Cy Pres Recipient.

26 30. The Court hereby enters judgment in the entire Action as of the filing date of this
27 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
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1 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
2 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
3 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

4 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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6 Dated: _____

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HON. LAURA SEIGLE
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA

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