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11
12 SUPERIOR COURT OF THE STATE OF CALIFORNIA

13 COUNTY OF LOS ANGELES

14
15 STEPHANIE LA GROW, TIMOTHY
16 GRIFFIN and DAMIR BARIC, individuals
and on behalf of all others similarly situated,

17 Plaintiffs,

18 vs.

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

21 Defendants.
22

CASE NO.: **23STCV28880**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: December 11, 2025

Hearing Time: 9:00 a.m.

Judge: Hon. Laura Seigle

Dept: SS-17

Date Filed: November 27, 2023

Trial Date: Not set

23
24 This matter came before the Honorable Laura Seigle of the Superior Court of the State of
25 California, in and for the County Los Angeles, on December 11, 2025 for hearing on the
26 unopposed motion by Plaintiffs Stephanie La Grow, Timothy Griffin and Damir Baric
27 (collectively, "Plaintiffs") for preliminary approval of the Class Action and PAGA Settlement
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1 with Defendant JetBlue Airways Corporation (“Defendant”). The Court, having considered the
2 briefs, argument of counsel and all matters presented to the Court and good cause appearing,
3 hereby GRANTS Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement.
4

5 **IT IS HEREBY ORDERED:**

6 1. The Court preliminarily approves the Class Action and PAGA Settlement
7 Agreement (“Agreement”) attached as Exhibit #1 to the Declaration of Kyle Nordrehaug in
8 Support of Plaintiffs’ Motion for Preliminary Approval of Class Action Settlement. This is based
9 on the Court’s determination that the Settlement set forth in the Agreement is within the range of
10 possible final approval, pursuant to the provisions of Section 382 of the California Code of Civil
11 Procedure and California Rules of Court, rule 3.769.

12 2. This Order incorporates by reference the definitions in the Agreement, and all
13 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

14 3. The Gross Settlement Amount that Defendant shall pay is One Million Seven
15 Hundred Twenty-Five Thousand Dollars (\$1,725,000.00). It appears to the Court on a preliminary
16 basis that the settlement amount and terms are fair, adequate and reasonable as to all potential
17 Class Members when balanced against the probable outcome of further litigation and the
18 significant risks relating to certification, liability and damages issues. It further appears that
19 investigation and research have been conducted such that counsel for the Parties are able to
20 reasonably evaluate their respective positions. It further appears to the Court that the Settlement
21 will avoid substantial additional costs by all Parties, as well as avoid the delay and risks that
22 would be presented by the further prosecution of the Action. It further appears that the Settlement
23 has been reached as the result of serious and non-collusive, arm’s-length negotiations.

24 4. The Court preliminarily finds that the Settlement appears to be within the range of
25 reasonableness of a settlement that could ultimately be given final approval by this Court. The
26 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
27 preliminarily finds that the monetary settlement awards made available to the Class are fair,
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1 adequate, and reasonable when balanced against the probable outcome of further litigation and the
2 significant risks relating to certification, liability, and damages issues.

3 5. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
4 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$67,000, and
5 proposed Class Representative Service Payments to Plaintiffs Baric and Griffin in an amount not
6 to exceed \$10,000 each and Plaintiff La Grow in an amount not to exceed \$20,000. The Court
7 will not approve the amount of attorneys' fees and costs, nor the amount of any service award,
8 until the Final Approval Hearing. Plaintiffs will be required to present evidence supporting these
9 requests, including lodestar, prior to final approval.

10 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
11 certification of a class for settlement purposes only. This stipulation will not be deemed
12 admissible in this, or any other proceeding should this Settlement not become final. For
13 settlement purposes only, the Court conditionally certifies the Class which consists of the
14 California Class and the Sick Pay and Expense Reimbursement Class (collectively the "Class
15 Members"). The California Class is "all individuals who are or previously were employed by
16 Defendant in the State of California who were classified as non-exempt at any time during the
17 California Class Period, excluding flight attendants and pilots." The California Class Period is
18 June 18, 2021 to September 6, 2025. The Sick Pay and Expense Reimbursement Class is "all
19 individuals who are or previously were employed by Defendant in the State of California who
20 were classified as non-exempt at any time during the Sick Pay and Expense Reimbursement Class
21 Period, excluding flight attendants and pilots." The Sick Pay and Expense Reimbursement Class
22 Period is November 27, 2019 to June 17, 2021.

23 7. The Court concludes that, for settlement purposes only, the Class meets the
24 requirements for certification under section 382 of the California Code of Civil Procedure in that:
25 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
26 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
27 community of interest amongst the members of the Class with respect to the subject matter of the
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1 litigation; (c) the claims of the Plaintiffs are typical of the claims of the members of the Class; (d)
2 the Plaintiffs will fairly and adequately protect the interests of the members of the Class; (e) a
3 class action is superior to other available methods for the efficient adjudication of this controversy;
4 and (f) counsel for the Class is qualified to act as Class Counsel and the Plaintiffs are adequate
5 representatives of the Class.

6 8. The Court provisionally appoints Plaintiffs as the representatives of the Class. The
7 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, Aparajit Bhowmik,
8 Nicholas J. De Blouw, Jeffrey S. Herman, Sergio J. Puche, and Trevor G Moran of Blumenthal
9 Nordrehaug Bhowmik De Blouw LLP, Ryan Stygar of Centurion Trial Attorneys, APC, and
10 David Bibiyan and Vedang Patel of Bibiyan Law Group, P.C. as Class Counsel for the Class.

11 9. The Agreement provides for a PAGA Penalties allocation out of the Gross
12 Settlement Amount in the amount of \$45,000.00, which shall be allocated \$33,750.00 to the Labor
13 & Workforce Development Agency (“LWDA”) as the LWDA’s 75% share of the settlement of
14 civil penalties paid under this Agreement pursuant to the PAGA and \$11,250.00 to the Aggrieved
15 Employees. “Aggrieved Employees” are all individuals who are or previously were employed by
16 Defendant in the State of California who were classified as non-exempt at any time during the
17 PAGA Period (November 27, 2022 to September 6, 2025). Pursuant to Labor Code section 2699,
18 the LWDA was provided notice of the Agreement and these settlement terms. The Court finds the
19 PAGA Penalties to be reasonable.

20 10. The Court hereby approves, as to form and content, the Class Notice attached to the
21 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
22 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right
23 to be excluded from the Class by submitting a written opt-out request, and of each member’s right
24 and opportunity to object to the Settlement. The Court further finds that the distribution of the
25 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets
26 the requirements of due process, is the best notice practicable under the circumstances, and shall
27 constitute due and sufficient notice to all persons entitled thereto. The Court orders the mailing of
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1 the Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class
2 Notice Packet is returned because of an incorrect address, the Administrator will promptly search
3 for a more current address for the Class Member and re-mail the Class Notice Packet to any new
4 address for the Class Member no later than seven (7) days after the receipt of the undelivered
5 Class Notice.

6 11. The Court hereby appoints Apex Class Action LLC as the Administrator. No later
7 than thirty (30) days after this Order, Defendant will provide the Class Data to the Administrator.
8 The Administrator will perform address updates and verifications as necessary prior to the first
9 mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14)
10 days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all
11 Class Members via first-class regular U.S. Mail to their last known address.

12 12. The Court hereby preliminarily approves the proposed procedure for exclusion
13 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
14 from the Class as provided in the Class Notice by following the instructions for requesting
15 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
16 postmarked or received no later than sixty (60) calendar days after the date of the mailing of the
17 Class Notice ("Response Deadline"). If a Class Notice Packet is re-mailed, the Response Deadline
18 for requests for exclusion will be extended an additional fourteen (14) days. A Request for
19 Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.
20 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to
21 any recovery under the Class Settlement and will not be bound by the Class Settlement or have
22 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
23 shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for
24 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a
25 group, class, or subclass of individuals is not permitted and will be deemed invalid. Class
26 Members are still bound by the release of PAGA claims even if they submit a valid request for
27 exclusion.

1 13. Any Class Member who has not opted out may appear at the final approval hearing
2 and may object or express the Member's views regarding the Settlement and may present evidence
3 and file briefs or other papers that may be proper and relevant to the issues to be heard and
4 determined by the Court as provided in the Class Notice. Class Members will have until the
5 Response Deadline to submit their written objections to the Administrator. Written objections
6 may also be faxed or emailed to the Administrator as indicated in the Class Notice. If a Class
7 Notice Packet is re-mailed, the Response Deadline for written objections will be extended an
8 additional fourteen (14) days. Alternatively, Class Members may appear at the Final Approval
9 Hearing to make an oral objection.

10 14. A final approval hearing shall be held before this Court on _____
11 _____ at _____ in Department 17 at the Spring Street Courthouse of the Los
12 Angeles County Superior Court to hear the motion for final approval and for attorneys' fees and
13 costs, and to determine all necessary matters concerning the Settlement, including: whether the
14 proposed settlement of the Action on the terms and conditions provided for in the Agreement is
15 fair, adequate and reasonable and should be finally approved by the Court; whether the Final
16 Approval Order and Judgment should be entered herein; whether the plan of allocation contained
17 in the Agreement should be approved as fair, adequate and reasonable to the Class Members; and
18 to finally approve attorneys' fees and costs, service award, and the fees and expenses of the
19 Administrator. All papers in support of the motion for final approval shall be filed with the Court
20 and served on all counsel no later than sixteen (16) court days before the hearing and the motion
21 shall be heard at this final approval hearing.

22 15. Neither the Settlement nor any exhibit, document, or instrument delivered
23 thereunder shall be construed as a concession or admission by Defendant in any way that the
24 claims asserted have any merit or that this Action was properly brought as a class or representative
25 action, and shall not be used as evidence of, or used against Defendant as, an admission or
26 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
27 omission by Defendant or with respect to the truth of any allegation asserted by any person.
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1 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
2 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
3 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
4 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
5 evidence of a presumption, concession, indication or admission by Defendant of any liability,
6 fault, wrongdoing, omission, concession or damage.

7 16. In the event the Settlement does not become effective in accordance with the terms
8 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
9 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
10 and the Parties shall revert to their respective positions as of before entering into the Agreement,
11 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
12 including all available defenses and affirmative defenses, and arguments that any claim in the
13 Action could not be certified as a class action and/or managed as a representative action. In such
14 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
15 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
16 the Agreement with respect to the effect of the Agreement if it is not approved.

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

21 **IT IS SO ORDERED.**

22
23 Dated: _____

24 _____
25 HON. LAURA SEIGLE
26 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
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