

PLAINTIFF/PETITIONER: Gregory Brule
 DEFENDANT/RESPONDENT: Catalina Island Company, et al.

CASE NUMBER:
 24LBCV00582 / Dept. S27

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

PLEASE SEE ATTACHED PROOF OF SERVICE

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):
- a. ☐ deposited the sealed envelope with the United States Postal Service.
- b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
- b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

- a. Name of person served:

Street address:

City:

State and zip code:

- c. Name of person served:

Street address:

City:

State and zip code:

- b. Name of person served:

Street address:

City:

State and zip code:

- d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date: May 15, 2025

Deven Launchbaugh

(TYPE OR PRINT NAME OF DECLARANT)



(SIGNATURE OF DECLARANT)

EXHIBIT 1

Arby Aiwazian (SBN 269827)
Joanna Ghosh (SBN 272479)
Melissa LeBlanc-Mansell (SBN 283080)
LAWYERS for JUSTICE, PC
450 North Brand Blvd., Suite 900
Glendale, California 91203
Tel: (818) 265-1020 / Fax: (818) 265-1021

Attorneys for Plaintiff

FILED
Superior Court of California
County of Los Angeles

05/15/2025

David W. Saylor, Executive Officer / Clerk of Court

By: B. Viola Deputy

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

GREGORY BRULE, individually, and on
behalf of other members of the general
public similarly situated and on behalf of
other aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

CATALINA ISLAND COMPANY, a
California corporation; SANTA
CATALINA ISLAND COMPANY, a
Delaware corporation; and DOES 1
through 100, inclusive,

Defendants.

Case No. 24LBCV00582

Honorable Mark C. Kim
Department S27

CLASS ACTION

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

Date: April 8, 2025

Time: 8:30 a.m.

Department: S27

Reservation ID: Specially Set by Court

Complaint Filed: March 21, 2024

FAC Filed: August 19, 2024

Trial Date: None Set

1 This matter has come before the Honorable Mark C. Kim in Department S27 of the Superior
2 Court of the State of California, for the County of Los Angeles, on March 6, 2025 at 8:30 a.m. for
3 Plaintiff's Motion for Preliminary Approval of Class Action and PAGA Settlement. Lawyers for
4 Justice, PC appears as counsel for Plaintiff Gregory Brule ("Plaintiff"), individually and on behalf
5 of all others similarly situated and other aggrieved employees, and Paul Hastings LLP appears as
6 counsel for Defendants Catalina Island Company and Santa Catalina Island Company
7 ("Defendants").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
10 Preliminary Approval of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Class Action and PAGA Settlement
13 Agreement and Release (with Proposed Notice of Class and PAGA Action Settlement)
14 ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 3**" to the
15 Declaration of Melissa LeBlanc-Mansell in Support of Plaintiff's Motion for Preliminary Approval
16 of Class Action and PAGA Settlement. This is based on the Court's determination that the
17 Settlement falls within the range of possible approval as fair, adequate, and reasonable.

18 2. This Order incorporates by reference the definitions in the Settlement Agreement,
19 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in
20 the Settlement Agreement.

21 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,
22 and reasonable. It appears to the Court that extensive investigation and research have been
23 conducted such that counsel for the parties at this time are able to reasonably evaluate their and
24 each other's respective positions. It further appears to the Court that the Settlement, at this time,
25 will avoid substantial additional costs by all parties, as well as avoid the delay and risks that would
26 be presented by the further prosecution of the case. It further appears that the Settlement has been
27 reached as the result of intensive, serious and non-collusive, arms-length negotiations, and was
28 entered into in good faith.

1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative
3 Service Payment, PAGA Penalties, Administration Expenses Payment, and payments to the
4 Participating Class Members and Aggrieved Employees provided thereby, appear to be within the
5 range of reasonableness of a settlement that could ultimately be given final approval by this Court.
6 Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement
7 and preliminarily finds that the monetary settlement awards made available to the Class Members
8 and Aggrieved Employees are fair, adequate, and reasonable when balanced against the probable
9 outcome of further litigation relating to certification, liability, and damages issues.

10 5. The Court concludes that, for settlement purposes only, the proposed Class meets
11 the requirements for certification under section 382 of the California Code of Civil Procedure in
12 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
13 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
14 community of interest amongst the members of the Class with respect to the subject matter of the
15 litigation; (c) Plaintiff's claims are typical of the claims of the members of the Class; (d) Plaintiff
16 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
17 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
18 Counsel are qualified to act as counsel for Plaintiff individually and as the Class Representative.

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
20 follows:

- 21 (a) All current and former hourly-paid or non-exempt employees who worked for
22 Defendants within the State of California at any time during the period of
23 February 29, 2020 through the date of court preliminary approval of the
24 Settlement; and
25 (b) All current and former salaried maintenance managers or persons who held
26 similar job titles and/or performed similar job duties, who were classified by
27 Defendants as "exempt" and worked for Defendants within the State of
28 California during the period of February 29, 2020 through the date of court
preliminary approval of the Settlement.

7. The Court provisionally appoints Arby Aiwarzian, Joanna Ghosh, and Melissa
LeBlanc-Mansell of Lawyers for Justice, PC as Class Counsel.

1 8. The Court provisionally appoints Plaintiff Gregory Brule as the Class
2 Representative.

3 9. The Court provisionally appoints Simpluris, Inc. to handle the administration of the
4 Settlement (“Administrator”).

5 10. Within 30 calendar days after entry of the Preliminary Approval Order, Defendant
6 shall provide the Administrator with the Class Data in conformity with the Settlement Agreement.

7 11. The Court approves, both as to form and content, the Court-Approved Notice of
8 Class Action Settlement and Hearing Date for Final Approval (“Class Notice”) attached hereto as
9 “**EXHIBIT A**” of the Settlement Agreement.” The Class Notice shall be provided to Class
10 Members in the manner set forth in the Settlement. The Court finds that the Class Notice appears
11 to fully and accurately inform the Class Members and Aggrieved Employees of all material
12 elements of the Settlement, of Class Members’ right to be excluded from the Class Settlement by
13 submitting a Request for Exclusion, of Class Members’ and Aggrieved Employees’ right to dispute
14 the Workweek(s) and/or PAGA Pay Periods credited to each of them, and of each Settlement Class
15 Member’s right and opportunity to object to the Class Settlement. The Court further finds that
16 distribution of the Class Notice substantially in the manner and form set forth in the Settlement
17 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this
18 Order, meet the requirements of due process and shall constitute due and sufficient notice to all
19 persons entitled thereto. The Court further orders the Administrator to mail the Class Notice to all
20 Class Members within 14 calendar days after receiving the Class Data from Defendant, pursuant to
21 the terms set forth in the Settlement Agreement.

22 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
23 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
24 choose to be excluded from the Class Settlement by submitting a timely and valid written Request
25 for Exclusion no later than 60 calendar days from the initial mailing of the Class Notice (“Response
26 Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline shall be extended an
27 additional 14 calendar days. Any Class Member who submits a Request for Exclusion from the
28 Class Settlement is prohibited from making any objections to the Class Settlement. Any Class

1 Member who submits a timely and valid Request for Exclusion will not be a Participating Class
2 Member and will not have any right to object, appeal, or comment on the Class Settlement. Class
3 Members who do not submit a timely and valid Request for Exclusion by the Response Deadline
4 shall be bound by the terms of this Agreement, any Court order approving the terms of the
5 Settlement, and the Final Approval Order and Judgment entered thereon. Aggrieved Employees
6 shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out
7 of the Class Settlement.

8 13. A Final Approval Hearing shall be held before this Court on
9 _____ at _____ a.m./p.m. in
10 Department S27 of the Superior Court of California for the County of Los Angeles, located at 275
11 Magnolia Avenue, Long Beach, California 90802, to determine all necessary matters concerning
12 the Settlement, including: whether the proposed settlement of the action on the terms and conditions
13 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
14 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether
15 the plan of allocation contained in the Settlement should be approved as fair, adequate, and
16 reasonable to the Class Members and Aggrieved Employees; and determine whether to finally
17 approve the requests for the Class Counsel Fees Payment, Class Counsel Litigation Expenses
18 Payment, Class Representative Service Payment, PAGA Penalties, and Administration Expenses
19 Payment.

20 14. Class Counsel shall file a Motion for Final Approval of the Settlement and for Class
21 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service
22 Payment, PAGA Penalties, and Administration Expenses Payment, along with the appropriate
23 declarations and supporting evidence, including the Administrator's declaration by
24 _____, to be heard at the Final Approval
25 Hearing.

26 15. Only Class Members who do not request exclusion from the Class Settlement may
27 object to the Class Settlement by submitting an Objection to the Settlement to the Administrator
28 prior to the Response Deadline or by presenting their objection orally at the Final Approval Hearing,

1 regardless of whether they submitted a written objection. The Objection to the Settlement must be
2 signed by the Settlement Class Member and contain all information required by this Settlement
3 Agreement. A Settlement Class Member who does not object prior to or at the Final Approval
4 Hearing will be deemed to have waived any objections and will be foreclosed from making any
5 objections (whether at the Final Approval Hearing, by appeal or otherwise) to the Settlement.

6 16. The Settlement is not a concession or admission and shall not be used against
7 Defendants as an admission or indication with respect to any claim of any fault or omission by
8 Defendants. Nor shall it or this Order constitute any finding, decision, or determination of fault,
9 wrongdoing, or misconduct by Defendants. Whether or not the Settlement is finally approved,
10 neither the Settlement, nor any document, statement, proceeding or conduct related to the
11 Settlement, nor any reports or accounts thereof, shall in any event be construed as, offered or
12 admitted into evidence as, received as or deemed to be in evidence for any purpose adverse to the
13 Defendants, including, but not limited to, evidence of a presumption, concession, indication or
14 admission by Defendant of any liability, fault, wrongdoing, omission, concession, or damage, or to
15 establish the existence of any condition constituting a violation of, or a non-compliance with state,
16 federal, local or other applicable law. except for legal proceedings concerning the implementation,
17 interpretation, or enforcement of the Settlement.

18 17. In the event the Settlement does not become effective in accordance with the terms
19 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled,
20 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
21 vacated, and the Parties shall revert back to their respective positions as of before entering into the
22 Settlement Agreement.

23 ///

24 ///

25 ///

26 ///

27 ///

28 ///

1 18. The Court reserves the right to adjourn or continue the date of the Final Approval
2 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
3 Members and retains jurisdiction to consider all further applications arising out of or connected
4 with the Settlement.

5 **IT IS SO ORDERED.**

6 Dated: 05/15/2025



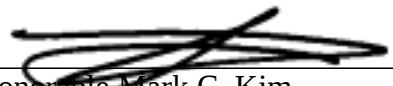
By: 
The Honorable Mark C. Kim
Judge of the Superior Court
Mark C. Kim / Judge

EXHIBIT 2

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

Civil Division

South District, Governor George Deukmejian Courthouse, Department S27

24LBCV00582

May 15, 2025

8:30 AM

**GREGORY BRULE, INDIVIDUALLY, AND ON BEHALF OF
OTHER AGGRIEVED EMPLOYEES PURSUANT TO THE
CALIFORNIA PRIVATE ATTORNEYS GENERAL vs
CATALINA ISLAND COMPANY, A CALIFORNIA
CORPORATION, et al.**

Judge: Honorable Mark C. Kim

CSR: None

Judicial Assistant: B. Viola

ERM: None

Courtroom Assistant: B. Jones

Deputy Sheriff: None

APPEARANCES:

For Plaintiff(s): Melissa Mansell for Arby Aiwarzian (Telephonic)

For Defendant(s): Nicole Tackabery for Blake Robert Bertagna (Telephonic)

NATURE OF PROCEEDINGS: Hearing on Motion for Preliminary Approval of Settlement

Matter is called for hearing.

Tentative ruling is adopted as follows:

The Court previously heard this motion for preliminary approval of settlement on 4/08/25. The Court continued the hearing to require Plaintiff to provide additional detailed information about the proposed settlement. On 4/25/25, Plaintiff filed the Supplemental Declaration of Melissa Leblanc-Mansell, which adequately addresses each of the Court's concerns. The motion is granted.

The Motion for Preliminary Approval of Settlement filed by GREGORY BRULE, individually, and on behalf of other aggrieved employees pursuant to the California Private Attorneys General Act on 03/27/2025 is Granted.

Hearing on Motion for Final Approval of Settlement is scheduled for 11/05/25 at 08:30 AM in Department S27 at Governor George Deukmejian Courthouse.

Order to Show Cause Re: Dismissal (Settlement) is scheduled for 11/05/25 at 08:30 AM in Department S27 at Governor George Deukmejian Courthouse.

Plaintiff is to give notice.

PROOF OF SERVICE

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 and not a party to the within action. My business address is 450 North Brand Blvd., Suite 900, Glendale, California 91203.

On May 15, 2025, I served the foregoing document(s) described as: **NOTICE OF ENTRY OF JUDGMENT OR ORDER** on interested parties in this action by Electronic Service as follows:

Stephen L. Berry (stephenberry@paulhastings.com)
Blake R. Bertagna (blakebertagna@paulhastings.com)
PAUL HASTINGS LLP
695 Town Center Drive, Seventeenth Floor
Costa Mesa, California 92626

Attorneys for Defendants CATLINA ISLAND COMPANY and SANTA CATALINA ISLAND COMPANY

[X] BY E-MAIL

The above-referenced document was transmitted to the person(s) at the e-mail addresses listed herein at their most recent known e-mail address or e-mail of record in this action. I did not receive, within reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

State of California, Labor & Workforce Development Agency Web URL:
<http://www.dir.ca.gov/Private-Attorneys-General-Act/Private-Attorneys-General-Act.html>

[X] BY ONLINE SUBMISSION

The foregoing documents were transmitted to the California Labor and Workforce Development Agency through the online system established for the submission of notices and documents, in conformity with California Labor Code section 2699(l). I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

[X] STATE

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on May 15, 2025, at Glendale, California.



Deven Launchbaugh