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10 DONNA JONES

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SACRAMENTO**

DONNA JONES, on behalf of herself, the State
of California, and other aggrieved employees,

Plaintiff,

vs.

CAVU EXPERIENCES (AMER) LLC; and
DOES 1-100, Inclusive,

Defendants.

Case No. 24CV000624

[PROPOSED] ORDER GRANTING
APPROVAL OF PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT AND
JUDGMENT

[Filed Concurrently with:

1. *Notice of Motion and Motion*
2. *Memorandum of Points and Authorities*
3. *Declaration of Baruch Kreiman*
4. *Declaration of Donna Jones*
5. *Declaration of Compliance with Local Rule 2.99.05]*

Date: September 11, 2026
Time: 9:00 AM
Res ID: A-00624-001
Dept: 23
Assigned to: Hon. Jill H. Talley

Complaint Filed: January 16, 2024
Trial Date: None Set

TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

The Motion for Approval of Private Attorneys General Act Settlement ("Motion") filed by Plaintiff Donna Jones ("Plaintiff") came on regularly for hearing before this Court in Department 23, the Honorable Jill H. Talley presiding, on the date and time referenced in the caption above.

PROPOSED ORDER

1 Plaintiff appeared by counsel Baruch Kreiman of Abramson Labor Group. Defendant CAVU
2 Experiences (AMER) LLC ("Defendant") appeared by counsel from Squire Patton Boggs (US)
3 LLP.

4 The Court, having fully reviewed the Motion, the Memorandum of Points and Authorities,
5 the Declarations of Plaintiff and Counsel, the Settlement Agreement, and all other papers filed in
6 support thereof, and having heard the arguments of counsel, hereby finds that the Settlement is
7 fair, reasonable, and adequate, and consistent with the public policy of the Private Attorneys
8 General Act ("PAGA").

9 IT IS HEREBY ORDERED, ADJUDGED, AND DECREED THAT:

- 10 1. The Court grants the Motion and approves the Settlement Agreement ("Settlement")
11 between Plaintiff and Defendant as fair, reasonable, and adequate. The Court finds that
12 the Settlement achieves the purposes of the PAGA by providing meaningful civil
13 penalties to the State of California and the Aggrieved Employees, and that the
14 settlement amount was reached through arm's-length bargaining with the assistance of
15 an experienced mediator.
- 16 2. The Court orders Defendant to fund the Gross Settlement Amount of \$250,000.00 in
17 accordance with the timeline and terms set forth in the Settlement Agreement. This
18 amount is non-reversionary.
- 19 3. The Court approves the payment of \$87,500.00 (35% of the Gross Settlement Amount)
20 to Abramson Labor Group for attorneys' fees, finding this amount reasonable under the
21 common fund doctrine given the results achieved and the risks undertaken.
- 22 4. The Court further approves the reimbursement of actual litigation costs and expenses
23 in the amount of \$15,000.00.
- 24 5. The Court approves an Incentive Award of \$10,000.00 to Plaintiff Donna Jones in
25 recognition of her efforts in investigating the claims, assisting counsel, and releasing
26 her individual claims to secure this resolution.
- 27 6. The Court approves the payment of \$3,500.00 to Phoenix Class Action Administration

1 Solutions for the costs of administering the Settlement, including the calculation and
2 distribution of penalties and tax reporting.

3 7. The Court approves the "Net Settlement Amount" (calculated as the Gross Settlement
4 Amount less the approved fees, costs, incentive award, and administration expenses)
5 to be distributed as PAGA civil penalties. Pursuant to Labor Code § 2699(i), these
6 penalties shall be allocated as follows:

7 a. 75% to the Labor and Workforce Development Agency ("LWDA"): \$100,500.00
8 (based on the approved deductions).

9 b. 25% to the Aggrieved Employees: \$33,500.00 (based on the approved deductions),
10 to be distributed on a pro-rata basis to all Aggrieved Employees employed by
11 Defendant during the PAGA Period (January 5, 2023, through January 13, 2026).

12 8. The Settlement Administrator is directed to distribute the payments in accordance with
13 the terms of the Settlement Agreement. Any settlement checks remaining uncashed
14 after the expiration of the check-cashing period shall be transmitted to the Unclaimed
15 Property Division of the California State Controller's Office in the name of the
16 Aggrieved Employee, as provided in the Settlement.

17 9. Pursuant to Code of Civil Procedure section 664.6 and the terms of the Settlement, the
18 Court retains jurisdiction over the Parties and this action to enforce the terms of the
19 Settlement and this Order. This action is not dismissed at this time.

20 10. Compliance Hearing. A Settlement Compliance Hearing is set for
21 _____ at _____ Department 23 of the Sacramento
22 Superior Court. At least fifteen (15) court days prior to the Compliance Hearing,
23 Plaintiff's Counsel shall file a declaration from the Settlement Administrator
24 confirming that all payments have been made and all checks have been distributed in
25 accordance with this Order.

26 IT IS SO ORDERED.
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1 DATED: _____
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HON. JILL H. TALLEY
JUDGE OF THE SUPERIOR COURT