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SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE

AUTUMN COBBS, an individual on behalf of herself and other similarly situated,

Plaintiff,

v.

MGA TRAVEL, INC.; and DOES 1 to 10 inclusive,

Defendant.

Case No. 30-2019-01099034-CU-OE-CXC

~~PROPOSED~~ ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

ASSIGNED FOR ALL PURPOSES TO JUDGE JAMES J. DI CESARE

Dep: C16  
Date: June 11, 2021  
Time: 9:30 a.m.

This matter has come before the Honorable James Di Cesare in Department C16 of the Superior Court of the State of California, County of Orange, on June 11, 2021, at 9:30 a.m. The Court issued a tentative ruling to which Hayes Pawlenko LLP, appearing as counsel for Plaintiff Autumn Cobbs ("Plaintiff"), individually and on behalf of the Class, and Littler Mendelson, P.C. appearing as counsel for Defendant MGA Travel, Inc. ("Defendant"), submitted. Having fully considered the papers submitted in support of Plaintiff's Motion for Preliminary Approval of Class Action Settlement, as well as the Class Action Settlement Agreement and its attachments, as amended, and in recognition of the Court's duty to make a preliminary determination as to the reasonableness of a proposed class action settlement, the Court HEREBY ORDERS THE FOLLOWING:

1. The Court preliminarily approves the executed Class Action Settlement Agreement as amended ("Settlement" or "Settlement Agreement") attached as Exhibit 2 to the Supplemental

1 Declaration of Kye D. Pawlenko in Support of Plaintiff's Motion for Preliminary Approval of Class  
2 Action Settlement. The Settlement is preliminarily approved to be fair, adequate, and reasonable to  
3 the Class.

4 2. This Order incorporates by reference the definitions in the Settlement Agreement, and  
5 all terms defined therein shall have the same meaning in this Order as set forth in the Settlement  
6 Agreement. For ease of reference, the "Settlement Class" defined in the Settlement Agreement is also  
7 referred to herein as the "Class".

8 3. The following Class is preliminary certified for settlement purposes only:

9 All non-exempt hourly healthcare professionals employed by MGA Travel California,  
10 Inc. in California from September 20, 2015 through the date of this Order, who worked  
11 overtime in one or more workweeks in which s/he also received a weekly per diem.  
12 Anyone who signed a General Release of claims with MGA Travel California, Inc. on  
13 or after their final day of employment with MGA Travel California, Inc. shall not be  
14 included within the Settlement Class

15 4. The Court preliminarily finds that, for settlement purposes only, the Class meets the  
16 requirements for certification under section 382 of the California Code of Civil Procedure in that: (a)  
17 the Class is ascertainable and so numerous that joinder of all members is impracticable; (b) common  
18 questions of law and fact predominate, and there is a well-defined community of interest amongst the  
19 members of the Class with respect to the subject matter of the litigation; (c) Plaintiff's claims are  
20 typical of the claims of the members of the Class; (d) the Class Representative will fairly and  
21 adequately protect the interests of the members of the Class; (e) a class action is superior to other  
22 available methods for the efficient adjudication of the controversy; and (f) counsel for the Class is  
23 qualified to act as counsel for the Plaintiff in her individual capacity and as the representative of the  
24 Class.

25 5. The Court provisionally appoints Matthew B. Hayes and Kye D. Pawlenko of Hayes  
26 Pawlenko LLP as counsel for the Settlement Class ("Class Counsel") for settlement purposes only.

27 6. The Court provisionally appoints Plaintiff Autumn Cobbs as the representative of the  
28 Class ("Class Representative") for settlement purposes only.

7. The Court provisionally appoints Phoenix Settlement Administrators as the Settlement  
Administrator.



<b>Date/Triggering Event:</b>	<b>Event:</b>
Sixty (60) calendar days after the Class Notice is mailed.	Deadline for Class Members to submit requests to opt-out of the Settlement and/or objections to the Settlement ("Exclusion/Written Objection Deadline").
Forty (40) calendar days before the Final Approval Hearing.	Deadline for Settlement Administrator to provide Class Counsel and counsel for Defendant with a draft declaration of due diligence with regard to the administration of the settlement process.
Ten (10) calendar days before the Final Approval Hearing.	Deadline for filing and serving the Motion for Final Approval of Class Action Settlement, and Application for Class Counsel's Fees and Expenses, the Class Representative Service Payment, and costs of settlement administration, along with the Declaration of the Settlement Administrator.
October 1, 2021 at 9:30 a.m.	Final Approval Hearing

11. A Final Approval Hearing shall be held before this Court on October 1, 2021 at 9:30 a.m. to determine all necessary matters concerning the Settlement, including whether (i) the Settlement, (ii) the proposed award of Class Counsel's Fees and Expenses, and (iii) the proposed Class Representative Service Payment should be finally approved as fair, reasonable, and adequate as to the members of the Class. The Court will also determine whether a judgment, as provided in the Settlement, should be entered herein. No less than 10 calendar days prior thereto, Plaintiffs' counsel must submit declarations as follows: (1) from the named class representative regarding enhancement; (2) from a person with knowledge regarding the lodestar cross-check for legal fees; (3) from a person with knowledge regarding litigation expenses; (4) from the administrator regarding notices, opt-outs, objections, and disputes.

12. Absent good cause found by the Court, no written objections submitted by any Settlement Class Member shall be received or considered at the Final Approval Hearing, unless the Settlement Class Member has wholly complied with the objection procedure set forth in the Settlement Agreement and Class Notice. Absent good cause found by the Court, Settlement Class Members who fail to timely submit written objections to the Settlement Administrator, in the manner specified in the Settlement Agreement and Class Notice, will be deemed to have waived such objections.

1           13.    The Settlement is not a concession or admission, and shall not be used against  
2 Defendant as an admission or indication with respect to any claim of any fault or omission by  
3 Defendant.  Whether or not the Settlement is finally approved, neither the Settlement, nor any  
4 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts  
5 thereof, shall in any event be construed as, offered or admitted into evidence as, received as, or deemed  
6 to be in evidence for any purpose adverse to Defendant, including, but not limited to, evidence of a  
7 presumption, concession, indication, or admission by Defendant of any liability, fault, wrongdoing,  
8 omissions, concession, or damage.

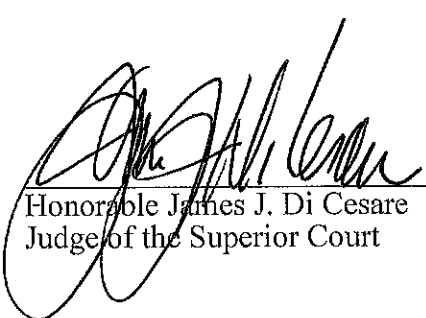
9           14.    In the event the Settlement does not become effective in accordance with the terms of  
10 the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled or fails  
11 to become effective for any reason, this Order shall be rendered null and void, shall be vacated, and  
12 the Parties shall revert back to their respective positions as of before entering into the Settlement  
13 Agreement.

14           15.    Pending further order of this Court, all proceedings in this matter other than those  
15 contemplated herein and in the Settlement Agreement are stayed.

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

20           **IT IS SO ORDERED.**

21  
22           Dated: June 30, 2021

  
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Honorable James J. Di Cesare  
Judge of the Superior Court