30-2019-01	Electronically Filed by Superior Court of California 099034-CU-OE-CXC - ROA # 80 - DAVID H. YAN	a, County of Orange, 06/30/2021 02:51:00 PM. IASAKI, Clerk of the Court By Olga Lopez, Deputy Clerk.	
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8	SUPERIOR C	OURT OF CALIFORNIA	
9	COUN	TY OF ORANGE	
10	AUTUMN COBBS, an individual on	Case No. 30-2019-01099034-CU-OE-CXC	
11	behalf of herself and other similarly situated,	[PROPOSED] ORDER GRANTING PLAINTIFF'S MOTION FOR PRELIMINARY	
12	Plaintiff,	APPROVAL OF CLASS ACTION SETTLEMENT	
13	V.	ASSIGNED FOR ALL PURPOSES TO JUDGE	
14	MGA TRAVEL, INC.; and DOES 1 to 10	JAMES J. DI CESARE	
15	inclusive, Defendant.	Dep: C16 Date: June 11, 2021	
16	Defendant.	Time: 9:30 a.m.	
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18	This matter has come before the Hono	rable James Di Cesare in Department C16 of the Superior	
19	Court of the State of California, County of Orange, on June 11, 2021, at 9:30 a.m. The Court issued		
20	a tentative ruling to which Hayes Pawlenko LLP, appearing as counsel for Plaintiff Autumn Cobbs		
21	("Plaintiff"), individually and on behalf of the Class, and Littler Mendelson, P.C. appearing as counsel		
22	for Defendant MGA Travel, Inc. ("Defendant"), submitted. Having fully considered the papers		
23	submitted in support of Plaintiff's Motion f	or Preliminary Approval of Class Action Settlement, as	
24	well as the Class Action Settlement Agreeme	ent and its attachments, as amended, and in recognition of	
25	the Court's duty to make a preliminary dete	ermination as to the reasonableness of a proposed class	
26	action settlement, the Court HEREBY ORD	ERS THE FOLLOWING:	
27	1. The Court preliminarily approves the executed Class Action Settlement Agreement as		
28	amended ("Settlement" or "Settlement Ag	preement") attached as Exhibit 2 to the Supplemental	

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

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

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The following Class is preliminary certified for settlement purposes only:

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

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

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

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

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

8. The Court approves, both as to form and content, the Notice of Class Action Settlement ("Class Notice") attached to the Settlement as "EXHIBIT A". The Court finds that the Class Notice fully and accurately informs the Class Members of all material elements of the Settlement, of the Class Members' right to be excluded from the Settlement by submitting an Opt-Out Request, and of each Settlement Class Member's right and opportunity to object to the Settlement. The Court further finds that the dates and process selected for the mailing and distribution of the Class Notice meet the requirements of due process, provide the best notice practicable under the circumstances, and constitute constitutionally due and sufficient notice to all persons entitled thereto. The Court further orders the mailing of the Class Notice to the Class Members by First-Class U.S. Mail, pursuant to the terms set forth in the Settlement Agreement and this Order.

The Court hereby preliminary approves the proposed procedure for requesting 9. 11 exclusion from, or opting out of, the Settlement. Any Class Member may choose to be excluded from 12 the Settlement as provided in the Class Notice and set forth in the Settlement Agreement. Any such 13 person who chooses to opt out of, and be excluded from, the Settlement will not be entitled to any 14 recovery under the Settlement and will not be bound by the Settlement or have any right to object to, 15 appeal from, or comment thereon. If the Settlement is granted final approval, Class Members who 16 have not submitted a timely and valid opt-out request shall be bound by the Settlement Agreement and 17 the contemplated judgment to be entered based thereon. 18

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10. The Court orders the following schedule for further proceedings:

	Date/Triggering Event:	Event:
	Date of this Order.	Court orders preliminary approval of Settlement and conditional certification of class for settlement purposes ("Preliminary Approval Date").
	Fourteen (14) calendar days after the Preliminary Approval Date.	Deadline for Defendant to provide the Class List to Settlement Administrator.
	Thirty (30) calendar days after the Preliminary Approval Date.	Deadline for Settlement Administrator to mail the Notice of Class Action Settlement to the Class.
	Thirty (30) calendar days after the Class Notice is mailed.	Deadline for Class Members to submit disputes regarding the calculation of their Overtime Hours Worked.
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	Date/Triggering Event:	Event:
	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

A Final Approval Hearing shall be held before this Court on October 1, 2021 at 9:30 12 11. a.m. to determine all necessary matters concerning the Settlement, including whether (i) the 13 Settlement, (ii) the proposed award of Class Counsel's Fees and Expenses, and (iii) the proposed Class 14 Representative Service Payment should be finally approved as fair, reasonable, and adequate as to the 15 members of the Class. The Court will also determine whether a judgment, as provided in the 16 Settlement, should be entered herein. No less than 10 calendar days prior thereto, Plaintiffs' counsel 17 must submit declarations as follows: (1) from the named class representative regarding enhancement; 18 (2) from a person with knowledge regarding the lodestar cross-check for legal fees; (3) from a person 19 with knowledge regarding litigation expenses; (4) from the administrator regarding notices, opt-outs, 20 objections, and disputes. 21

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.

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

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 those15 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.

IT IS SO ORDERED.

22 Dated: June **3**, 2021

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Honorable James J. Di Cesare

Judge of the Superior Court

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