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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF ALAMEDA

JOHNATHAN VIGIL and TAMARA
CASTEEL, individuals, on behalf of
themselves and all persons similarly situated,
and on behalf of the State of California, as
private attorney general,

Plaintiffs,

vs.

ALASKA AIRLINES, INC., a corporation;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 24CV060637

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: February 27, 2025
Hearing Time: 2:30 pm

Judge: Hon. Peter Borkon
Dept: 15

Date Filed: January 19, 2024
Trial Date: Not set

This matter came before the Honorable Peter Borkon of the Superior Court of the State of California, in and for the County Alameda, Case No. 24CV060637 (the “Action”) on February 27, 2025, for hearing on the unopposed motion by Plaintiffs Johnathan Vigil and Tamara Casteel (“Plaintiffs”) for preliminary approval of the Settlement with Defendant Alaska Airlines, Inc. (“Defendant”). Having reviewed Plaintiffs’ Motion and all supporting papers, including the Class

PRELIMINARY APPROVAL ORDER

FILED
Superior Court of California
County of Alameda
04/01/2025
Clad Files, Executive Officer/Clerk of the Court
By:  Deputy
A. Scoggins

1 Action and Private Attorneys General Act Settlement and Release Agreement (“Settlement” or
2 “Agreement”), and good cause appearing therefore, IT IS HERBY ORDERED that the Motion is
3 **GRANTED**, subject to the following findings and orders:
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5 1. This Order incorporates by reference the definitions in the Agreement, and all
6 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

7 2. The Gross Settlement Amount that Defendant shall pay is Four Million Five
8 Hundred Thousand Dollars (\$4,500,000). It appears to the Court on a preliminary basis that the
9 settlement amount and terms are fair, adequate and reasonable as to all potential Class Members
10 and Aggrieved Employees when balanced against the probable outcome of further litigation and
11 the significant risks relating to certification, liability and damages issues. It further appears that
12 Plaintiffs have conducted extensive investigation and research, and that they were able to
13 reasonably evaluate their positions and the strengths and weaknesses of their claims and their
14 ability to certify them. Plaintiffs have provided the Court with enough information about the
15 nature and magnitude of the claims being settled, as well as the impediments to recovery, to make
16 an independent assessment of the reasonableness of the terms to which the Parties have agreed. It
17 further appears to the Court that the Settlement will avoid substantial additional costs by all
18 Parties, as well as avoid the delay and risks that would be presented by the further prosecution of
19 the Action. It further appears that the Settlement has been reached as the result of serious and
20 non-collusive, arm’s-length negotiations.

21 3. The Court preliminarily approves the Class Action and PAGA Settlement
22 Agreement attached as Exhibit #1 to the Declaration of Kyle Nordrehaug in Support of Plaintiffs’
23 Motion for Preliminary Approval of Class Action Settlement, including all the terms and
24 conditions set forth therein and the Gross Settlement Amount and allocation of payments. This is
25 based on the Court’s determination that the Settlement set forth in the Agreement is within the
26 range of possible final approval, pursuant to the provisions of Section 382 of the California Code
27 of Civil Procedure and California Rules of Court, rule 3.769.
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1 4. The Court preliminarily finds that the Settlement appears to be within the range of
2 reasonableness of a settlement that could ultimately be given final approval by this Court. The
3 Court has reviewed the monetary recovery that is being granted as part of the Settlement and
4 preliminarily finds that the monetary settlement made available to the Class is “fair, adequate, and
5 reasonable” when balanced against the probable outcome of further litigation and the significant
6 risks relating to certification, liability, and damages issues. *Luckey v. Superior Court*, 228
7 Cal.App.4th 81, 93-94 (2014); *Dunk v. Ford Motor Co.*, 48 Cal.App.4th 1794, 1807 (1996);
8 *Kullar v. Foot Locker Retail, Inc.*, 168 Cal.App.4th 116, 133 (2008). The Settlement was reached
9 through extensive arms-length negotiations, sufficient investigation and discovery allowed Class
10 Counsel to act knowledgeably in reaching the Settlement, and Class Counsel is highly experienced
11 in similar wage-and-hour class litigation. Accordingly, a presumption of fairness exists. *Wershba*
12 *v. Apple Computer, Inc.* 91 Cal.App.4th 224, 244-45 (2001). Preliminary approval of the class
13 action settlement is also appropriate because the proposed non-reversionary settlement fund
14 outlined in the Settlement is fair, adequate, and well within the range of reasonableness. The
15 Court further approves the procedures for distribution of payments to Class Members, as set forth
16 in the Settlement, as fair and reasonable.

17 5. The Agreement specifies for an attorneys’ fees award not to exceed one-third of the
18 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$45,000, and
19 proposed Class Representative Service Payments to the Plaintiffs in an amount not to exceed
20 \$10,000 each. The Court will not approve the amount of attorneys’ fees and costs, nor the amount
21 of any service award, until the Final Approval Hearing. Plaintiffs will be required to present
22 evidence supporting these requests, including lodestar, prior to final approval.

23 6. The Court recognizes that Plaintiffs and Defendant stipulate and agree to
24 representative treatment and certification of a class for settlement purposes only. This stipulation
25 will not be deemed admissible in this or any other proceeding should this Settlement not become
26 final. For settlement purposes only, the Court provisionally certifies the following Class: “all
27 Flight Attendants employed by Alaska Airlines, Inc. and based in the state of California at any
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1 time during the Class Period.” The “Class Period” is October 3, 2019 through November 21,
2 2024.

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

13 8. The Court provisionally appoints, for settlement purposes only, Plaintiffs as the
14 class representatives for the Settlement Class conditionally certified by this Order. The Court
15 provisionally appoints, for settlement purposes only, Norman B. Blumenthal, Kyle R. Nordrehaug,
16 Aparajit Bhowmik, Nicholas De Blouw, Andrew Ronan, Christine T. LeVu and Victoria
17 Rivapalacio of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

18 9. The Agreement provides for PAGA Penalties to be paid from the Gross Settlement
19 Amount in the amount of \$100,000, which shall be allocated \$75,000 to the Labor & Workforce
20 Development Agency (“LWDA”) as the LWDA’s 75% share of the settlement of civil penalties
21 paid under this Agreement pursuant to the PAGA and \$25,000 to the Aggrieved Employees as
22 Individual PAGA Payments. “Aggrieved Employees” are all Flight Attendants employed by
23 Alaska Airlines, Inc. and based in the state of California at any time during the PAGA Period
24 (October 3, 2022 through November 21, 2024). Pursuant to Labor Code section 2699, subdivision
25 (l)(2), the LWDA will be provided notice of the Agreement and these settlement terms. The Court
26 concludes that the relief provided by the Settlement for the Aggrieved Employees’ claims is
27 reasonable and is “genuine and meaningful, consistent with the underlying purpose of the statute
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1 to benefit the public.” *Villalobos v. Calandri Sunrise Farm LP*, 2015 WL 12732709, at *13 (C.D.
2 Cal. July 22, 2015); Labor Code §2699(l).

3 10. The Court hereby approves, as to form and content, the Class Notice attached to the
4 Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and accurately
5 inform the Class of all material elements of the proposed Settlement, of the Class Members’ right
6 to be excluded from the Class by submitting a written opt-out request, and of each member’s right
7 and opportunity to object to the Settlement. The Court further finds that the distribution of the
8 Class Notice substantially in the manner and form set forth in the Agreement and this Order meets
9 the requirements of due process, is the best notice practicable under the circumstances, and shall
10 constitute due and sufficient notice of the class action, proposed settlement, and the final approval
11 hearing to all persons entitled to such notice, in full compliance with due process and the notice
12 requirements of California Rules of Court 3.766 and 3.769(f). The Court orders the mailing of the
13 Class Notice by first class mail pursuant to the terms set forth in the Agreement. If a Class Notice
14 Packet is returned because of an incorrect address, the Administrator will promptly search for a
15 more current address for the Class Member and re-mail the Class Notice Packet to any new
16 address for the Class Member no later than seven (7) days after the receipt of the undelivered
17 Class Notice.

18 11. The Court hereby appoints ILYM Group, Inc. as the Administrator. No later than
19 thirty (30) days after this Order, Defendant will provide the Class Data to the Administrator. The
20 Administrator will perform address updates and verifications as necessary prior to the first
21 mailing. Using best efforts to mail it as soon as possible, and in no event later than fourteen (14)
22 days after receiving the Class Data, the Administrator will mail the Class Notice Packet to all
23 Class Members via first-class regular U.S. Mail to their last known address.

24 12. The Court hereby preliminarily approves the proposed procedure for exclusion
25 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
26 from the Class as provided in the Class Notice by following the instructions for requesting
27 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
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1 postmarked or received no later than forty-five (45) calendar days after the date of the mailing of
2 the Class Notice (“Response Deadline”). If a Class Notice Packet is re-mailed, the Response
3 Deadline for requests for exclusion will be extended an additional fourteen (14) days. A Request
4 for Exclusion may also be faxed or emailed to the Administrator as indicated in the Class Notice.
5 Any such person who chooses to opt out of and be excluded from the Class will not be entitled to
6 any recovery under the Class Settlement and will not be bound by the Class Settlement or have
7 any right to object, appeal or comment thereon. Class Members who have not requested exclusion
8 shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for
9 exclusion may only opt out that particular individual, and any attempt to effect an opt-out of a
10 group, class, or subclass of individuals is not permitted and will be deemed invalid.

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

20 14. A final approval hearing shall be held before this Court on July 31, 2025 at 2:30
21 p.m. in Department 15 of the Alameda County Superior Court to hear the motion for final
22 approval and for attorneys’ fees and costs, and to determine all necessary matters concerning the
23 Settlement, including: whether the proposed settlement of the Action on the terms and conditions
24 provided for in the Agreement is fair, adequate and reasonable and should be finally approved by
25 the Court; whether the Final Approval Order and Judgment should be entered herein; whether the
26 plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable
27 to the Class Members; and to finally approve attorneys’ fees and costs, service award, and the fees
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1 and expenses of the Administrator. All papers in support of the motion for final approval shall be
2 filed with the Court and served on all counsel no later than sixteen (16) court days before the
3 hearing and both motions shall be heard at this final approval hearing.

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

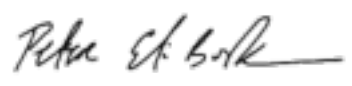
16 16. In the event the Settlement does not become effective in accordance with the terms
17 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
18 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
19 and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

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

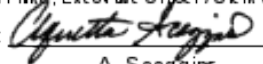
3 **IT IS SO ORDERED.**

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5 Dated: 04/01/2025



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7 HON. PETER BORKON
JUDGE OF THE SUPERIOR COURT OF CALIFORNIA
8 **Peter Borkon / Judge**

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<p align="center">SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA</p>	<p align="center">Reserved for Clerk's File Stamp</p>
<p>COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612</p>	<p align="center">FILED Superior Court of California County of Alameda 04/04/2025</p>
<p>PLAINTIFF/PETITIONER: Tamara Casteel et al</p>	<p>Chad Finke, Executive Officer / Clerk of the Court By:  Deputy A. Scoggins</p>
<p>DEFENDANT/RESPONDENT: Alaska Airlines, Inc., a Corporation</p>	
<p align="center">CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6</p>	<p>CASE NUMBER: 24CV060637</p>

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Order Proposed Preliminary Approval Order entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

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Dated: 04/04/2025

Chad Finke, Executive Officer / Clerk of the Court

By:



A. Scoggins, Deputy Clerk