

FILED

Superior Court of California
County of Alameda

07/29/2024

Clad Fluke, Executive Officer/Clerk of the Court

By: *D. Kinney* Deputy
D. Kinney

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Attorneys for Plaintiffs

SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF ALAMEDA

DEVIN TERRELL, NESHA SHEDD, AND
SUSAN BUSTOS, individuals, on behalf of
themselves, and on behalf of all persons
similarly situated,

Plaintiff,

v.

KAISERAIR INC., a California corporation;
and DOES 1-50, Inclusive,

Defendant.

Case No. RG21113701

AMENDED ~~PROPOSED~~ JUDGMENT

Date: November 17, 2023

Time: 9:00 a.m.

Judge: Hon. Evelio Grillo

Dept.: 21

1 Plaintiffs’ motion for an order finally approving the Amended Class Action and Private
2 Attorneys General Act (“PAGA”) Settlement Agreement and Class Notice (“Agreement”) and
3 Motion for Class Counsel Award and Class Representative Service Payment duly came on for
4 hearing on November 17, 2023, before the above-entitled Court. The parties having settled this
5 action and the Court having entered an “Order Granting Final Approval of Class Action and PAGA
6 Settlement”, (“Approval Order”), which Agreement and Approval Order are hereby —incorporated
7 in this Judgment as though set forth in full and verbatim, —and good cause appearing therefor,

8 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

9 1. The certification of the Settlement Class is confirmed for the purposes of settlement
10 only. The Class is defined as “All non-exempt employees who are or previously were employed by
11 Defendant and performed work in California during the period of September 23, 2017 to January
12 18, 2023 [“Class Period”].”

13 2. All persons who meet the foregoing definition are Participating Class Members,
14 except for those individuals who filed a valid request for exclusion (“opt out”) from the Class.

15 3. Except as set forth in the Agreement, the Order Granting Motion for Final Approval
16 of Class Action and PAGA Settlement and this Final Judgment, Plaintiffs, and all members of the
17 Settlement Class, shall take nothing in the Action. Each party shall bear its own attorneys’ fees and
18 costs, except as otherwise provided in the Agreement, the Order Granting Motion for Final Approval
19 of Class Action and PAGA Settlement and in this Final Judgment.

20 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
21 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
22 supervise and adjudicate any dispute arising from or in connection with the distribution of settlement
23 benefits.

24 5. As of the date the Defendant has funded the Gross Settlement Amount, Plaintiffs and
25 each Class Member who has not validly opted out has released the “Released Parties” from the
26 “Released Class Claims” as set forth in the Agreement.

27 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
28

1 (a) The “Released Class Claims” are defined as any and all claims, debts,
2 liabilities, demands, obligations, penalties, premium pay, guarantees, costs, expenses, attorney’s
3 fees, damages, actions or causes of action of whatever kind or nature, whether known or unknown,
4 contingent or accrued, under any legal theory under federal and state law for any alleged failure to
5 pay all wages due (including minimum wage and overtime wages), failure to pay for all hours
6 worked (including off-the clock and on-call work), failure to provide meal and authorize and permit
7 rest periods, short/late meal and rest periods, failure to relieve of all duties during meal and rest
8 periods, failure to reimburse business expenses, failure to provide or accurately calculate sick pay,
9 failure to timely pay wages and final wages, failure to furnish accurate wage statements including
10 claims derivative and/or related to these claims, liquidated damages, and conversion of wages
11 through the Class Period. This Release shall include, claims that were raised, or that reasonably
12 could have been raised based on the facts and allegations in the Complaint (after amended pursuant
13 to Paragraph 1.5, above). This Release shall include all claims and theories arising under the
14 applicable regulations, Wage Orders and Labor Code, as well as claims under Business and
15 Professions Code section 17200 *et seq.*, based on violations of the above Labor Code provisions.
16 This release shall apply to all claims arising at any point during the Class Period. This release
17 expressly excludes any claims for penalties arising under PAGA which are to be separately released
18 by Plaintiffs, as agents and proxies of the LWDA, and the LWDA.

19 (b) The “Released Parties” means Defendant and any parent, subsidiary, affiliate,
20 predecessor or successor, and all agents, employees, officers, directors and attorneys thereof.

21 7. As of the date the Defendant has funded the Gross Settlement Amount, the Plaintiffs,
22 as agents and proxies of the LWDA, and the LWDA have released the Released Parties from the
23 “Released PAGA Claims” for the “PAGA Period” as set forth in the Agreement.

24 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:

25 (a) The “Aggrieved Employees” are defined as all non-exempt employees who
26 are or previously were employed by Defendant and performed work in California during the period
27 of July 19, 2020 to January 18, 2023.

28 ///

1 (b) The “Released PAGA Claims” are defined as all PAGA claims alleged in the
2 operative complaint and Plaintiff’s PAGA notice to the LWDA which occurred during the PAGA
3 Period, and expressly excluding all other claims, including claims for vested benefits, wrongful
4 termination, unemployment insurance, disability, social security, workers’ compensation, and
5 PAGA claims outside of the PAGA Period.

6 (c) The “PAGA Period” means the period from July 19, 2020 to January 18,
7 2023.

8 9. This Court hereby grants final approval and awards the following: (i) \$425,000.00
9 for the Class Counsel Fees and Litigation Expenses Payment comprised of attorneys’ fees in the
10 amount of Four Hundred Thousand Dollars and Zero Cents (\$400,000.00) (“Class Counsel Fees
11 Payment”) and reimbursement of costs and expenses in the amount of Twenty-Five Thousand
12 Dollars and Zero Cents (\$25,000.00) (“Class Counsel Litigation Expenses”); (ii) the Class
13 Representative Service Awards to Class Representatives, Devin Terrell, Nesha Shedd and Susan
14 Bustos, in the amounts of Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff Devin
15 Terrell, Five Thousand Dollars and Zero Cents (\$5,000.00) to Plaintiff Nesha Shedd, and Ten
16 Thousand Dollars and Zero Cents (\$10,000.00) to Plaintiff Susan Bustos; (iii) Settlement
17 Administration Expenses of Nine Thousand Two Hundred Dollars and Zero Cents (\$9,200.00) to
18 ILYM Group, Inc.; (iv) Forty-Five Thousand Dollars and Zero Cents (\$45,000.00) (75% of the
19 PAGA Civil Penalty Payment) to the Labor and Workforce Development Agency (“LWDA
20 Payment”); and Fifteen Thousand Dollars and Zero Cents (\$15,000.00) (25% of the PAGA Civil
21 Penalty Payment) allocated to the Individual PAGA Payments.

22 10. Plaintiffs shall give notice of this Judgment to the Labor and Workforce
23 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
24 California Labor Code section 2699(1)(3).

25 11. The Agreement is not an admission by Defendant, nor is the Final Approval Order
26 or this Judgment, a finding of the validity of any claims in the Action or of any wrongdoing by
27 Defendant. Neither this Judgment, the Final Approval Order, the Settlement, nor any document
28 referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may

1 be used as an admission by or against Defendant of any fault, wrongdoing, or liability whatsoever.
2 The entering into or carrying out of the Agreement, and any negotiations or proceedings related
3 thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or
4 concession with regard to the denials or defenses by Defendant and shall not be offered in evidence
5 in any action or proceeding against Defendant in any court, administrative agency or other tribunal
6 for any purpose as an admission whatsoever other than to enforce the provisions of this judgment,
7 the Final Approval Order, the Settlement, or any related agreement or release. Notwithstanding
8 these restrictions, any of the Parties may file in the Action or in any other proceeding this judgment,
9 the Final Approval Order, the Agreement, or any other papers and records on file in the Action as
10 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
11 theory of claim or issue preclusion or similar defense as to the claims being released by the
12 Settlement.

13 12. As of the date of the filing of the Final Report by the Settlement Administrator
14 pursuant to Section 8.8.6 of the Agreement, the Action shall be dismissed in its entirety with
15 prejudice.
16

17 13. Pursuant to the Declaration of Nicole Bench of ILYM Group, Inc., a total of
18 \$28,673.63 remains uncashed after the June 10, 2024, check cashing deadline date. On June
19 11, 2024, in accordance with the terms of the Settlement Agreement, the unclaimed funds were
20 sent to the Court Approved Cy-Press: Children Advocacy Institute.
21

22 LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO
23 ORDERED.

24 DATED: 07/29/2024, 2024
25

26 

27 Hon. Evelio Grillo
28 JUDGE OF THE SUPERIOR COURT
Noel Wise / Judge

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 07/29/2024
PLAINTIFF/PETITIONER: Nesha Shedd et al	Chad Finke, Executive Officer / Clerk of the Court By: <u>Dorjann Kinney</u> Deputy
DEFENDANT/RESPONDENT: Kaiserair, Inc.	D. Kinney
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: RG21113701

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 Judgment 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.

Ari Hersher
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ahersher@seyfarth.com

Shani O Zakay
Zakay Law Group, APLC
shani@zakaylaw.com

Dated: 07/29/2024

Chad Finke, Executive Officer / Clerk of the Court

By:

Dorjann Kinney

D. Kinney, Deputy Clerk