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SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

LESLIE SENOREN, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiffs,

v.

AIR CANADA CORPORATION, a
Corporation; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: 20STCV13942

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: January 6, 2022
Hearing Time: 11:00 a.m.

Judge: Hon. Amy D. Hogue
Dept.: 7

Action Filed: April 9, 2020
Trial Date: Not set

1 The motion of Plaintiff Leslie Senoren (“Plaintiff”) for an order finally approving the First
2 Amended Class Action Settlement Agreement (“Agreement”) with Defendant Air Canada
3 (“Defendant”), attorneys’ fees and costs, service payments, and the fees and expenses of the
4 Settlement Administrator duly came on for hearing on January 6, 2022 before the Honorable Amy
5 D. Hogue.

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7 **I.**
8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

- 11 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 12 2. This Court has jurisdiction over the subject matter of this litigation pending before
13 the California Superior Court for the County of Los Angeles, and over all Parties to this litigation,
14 including the Class.
- 15 3. Based on a review of the papers submitted by Plaintiff and a review of the
16 applicable law, the Court finds that the Gross Settlement Amount of Nine Hundred Thousand
17 Dollars (\$900,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount the
21 Settlement, the significant risks relating to certification, liability, and damages issues, and the
22 assistance of an experienced mediator in the settlement process, among other factors, support the
23 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

- 25 5. On August 5, 2021, the Court granted preliminary approval of the Settlement. At
26 this same time, the Court approved conditional certification of the Class for settlement purposes
27 only.

1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Court-approved revised
3 Class Notice was mailed by first class mail to members of the Class at their last known addresses
4 on or about September 1, 2021. Mailing of the Class Notice to their last known addresses was the
5 best notice practicable under the circumstances and was reasonably calculated to communicate
6 actual notice of the litigation and the proposed settlement to the Class. The Class Notice given to
7 the Class Members fully and accurately informed the Class Members of all material elements of
8 the proposed Settlement and of their opportunity to object to or comment thereon or to seek
9 exclusion from the Settlement; was valid, due, and sufficient notice to all Class Members; and
10 complied fully with the laws of the State of California, the United States Constitution, due process
11 and other applicable law. The Class Notice fairly and adequately described the Settlement and
12 provided Class Members adequate instructions and a variety of means to obtain additional
13 information.

14 7. The deadline for opting out of the Class or submitting written objections to the
15 Settlement was November 1, 2021, which for re-mailings was extended by 15 days. There was an
16 adequate interval between notice and the deadline to permit Class Members to choose what to do
17 and act on their decision. A full opportunity has been afforded to the Class Members to
18 participate in this hearing, and all Class Members and other persons wishing to be heard have been
19 heard. Class Members also have had a full and fair opportunity to exclude themselves from the
20 proposed Settlement and Class. Accordingly, the Court determines that all Class Members who
21 did not timely and properly submit a request for exclusion are bound by the Settlement and this
22 Final Approval Order and Judgment.

23 **Fairness Of Settlement**

24 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
25 48 Cal.App.4th 1794, 1801 (1996).

26 a. The settlement was reached through arm's-length bargaining between the
27 parties during an all-day mediation before Mark Rudy, a respected and experienced mediator of
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1 wage and hour class actions. There has been no collusion between the parties in reaching the
2 proposed settlement.

3 b. Plaintiff's investigation and discovery have been sufficient to allow the
4 Court and counsel to act intelligently.

5 c. Counsel for both parties are experienced in similar employment class action
6 litigation. All counsel recommended approval of the Agreement.

7 d. The percentage of objectors and requests for exclusion is small. No
8 objections were received. One (1) valid requests for exclusion were received, and two (2) late
9 requests for exclusions were received.

10 e. The participation rate was high. 348 Class Members will be mailed a
11 settlement payment, representing 99% of the overall Class.

12 9. The consideration to be given to the Class Members under the terms of the
13 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
14 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
15 Members' claims, given the uncertainties and significant risks of the litigation and the delays
16 which would ensue from continued prosecution of the action.

17 10. The Agreement is approved as fair, adequate and reasonable and in the best
18 interests of the Class Members.

19 **Attorneys' Fees and Costs**

20 11. An award of \$300,000 for attorneys' fees, representing one-third of the Gross
21 Settlement Amount, and \$15,217.98 for litigation costs and expenses, is reasonable, in light of the
22 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
23 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar
24 and billing statement.

25 **Class Representative Service Payment**

26 12. The Agreement provides for a Class Representative Service Payment of not more
27 than \$10,000 to the Plaintiff, subject to the Court's approval. The Court finds that Class
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1 Representative Service Payment in the amount of \$10,000 to the Plaintiff is reasonable in light of
2 the risks and burdens undertaken by the Plaintiff in the litigation, for the time and effort in
3 bringing and prosecuting this matter on behalf of the Class, and for the execution of a general
4 release.

5 **Settlement Administration Expenses**

6 13. The Settlement Administrator shall calculate and administer the payment to be
7 made to the Class Members, transmit payment for attorneys' fees and costs to Class Counsel,
8 transmit the Class Representative Service Payment to the Plaintiffs, distribute the PAGA Payment,
9 issue any required tax reporting forms, calculate withholdings and perform the other remaining
10 duties set forth in the Agreement. The Settlement Administrator has documented \$8,450 in fees
11 and expenses, and this amount is reasonable in light of the work performed by the Settlement
12 Administrator.

13 **PAGA Payment**

14 14. The Agreement provides for a PAGA Payment out of the Gross Settlement
15 Amount of \$20,000, which shall be allocated \$15,000 to the LWDA as the LWDA's 75% share of
16 the settlement of civil penalties paid pursuant to the PAGA and \$5,000 to be distributed to the
17 Aggrieved Employees based on their respective workweeks during the PAGA Period. The Court
18 finds this PAGA Payment to be reasonable. All Aggrieved Employees will be sent their share of
19 the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth
20 below, whether or not they opt out of the Settlement. The LWDA was provided notice of the
21 Agreement and these settlement terms and has indicated no objection thereto. The Court finds this
22 PAGA Payment to be reasonable.

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24 **II.**

25 **ORDERS**

26 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:
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1 1. The certification of the Class for the purposes of settlement is confirmed. The
2 Class is defined as follows:

3 All individuals who worked for Defendant in California as non-exempt employees
4 at any time during the Class Period (April 9, 2020 to May 24, 2021).

5 2. All persons who meet the foregoing definition are members of the Class, except for
6 those individuals who filed a valid request for exclusion (“opt out”) from the Class. The opt-out
7 from Caroline Zemaitis has been accepted. The opt-out requests from Kattya Han and Patricia
8 Cardenas, which were submitted after November 1, 2021, _____ [are / are not]
9 accepted.

10 3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
11 best interest of the Class.

12 4. Class Counsel are awarded attorneys' fees in the amount of \$300,000 and costs in
13 the amount of \$15,217.98. Class Counsel shall not seek or obtain any other compensation or
14 reimbursement from Defendants, Plaintiffs or members of the Class.

15 5. The payment of the Class Representative Service Payment in the amount of
16 \$10,000 to the Plaintiff is approved.

17 6. The payment of \$8,450 to the Settlement Administrator for their fees and expenses
18 is approved.

19 7. The PAGA Payment of \$20,000 is approved and shall be allocated in accordance
20 with the Agreement.

21 8. The Agreement and this Settlement are not an admission by Defendant, nor is this
22 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
23 wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for
24 settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any
25 document referred to herein, nor any action taken to carry out the Agreement is, may be construed
26 as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability
27 whatsoever. The entering into or carrying out of the Agreement, and any negotiations or
28 proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an

1 admission or concession with regard to the denials or defenses by Defendant. Notwithstanding
2 these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval
3 Order and Judgment, the Agreement, or any other papers and records on file in the Action as
4 evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other
5 theory of claim or issue preclusion or similar defense as to the Released Class Claims.

6 9. Notice of entry of this Final Approval Order and Judgment shall be given to all
7 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
8 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
9 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
10 to individual Class Members.

11 10. If the Agreement does not become final and effective in accordance with the terms
12 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
13 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
14 revert to their respective positions as of before entering into the Agreement, and expressly reserve
15 their respective rights regarding the prosecution and defense of this Action, including all available
16 defenses and affirmative defenses, and arguments that any claim in the Action could not be
17 certified as a class action and/or managed as a representative action.

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19 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

20 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
21 Plaintiff, and all members of the Class, shall take nothing in the Action.

22 2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
23 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
24 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
25 arising from or in connection with the distribution of settlement benefits.

26 3. The Parties are authorized, without further approval from the Court, to agree to and
27 to adopt such amendments, modifications and expansions of the Agreement and all exhibits

1 attached thereto which are consistent with this Final Approval Order and Judgment and do not
2 limit the rights of the Parties or Class Members under the Agreement.

3 4. Each party shall bear its own attorneys' fees and costs, except as otherwise
4 provided in the Agreement and in this Final Approval Order and Judgment.

5 5. As of the date the Defendant fully funds the Gross Settlement Amount, each Class
6 Member who has not validly opted out has released the "Released Class Claims" against the
7 Defendants and all of the "Released Parties" as set forth in the Agreement.

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

9 (a) "Released Class Claims" means any and all class claims pled or which
10 could have been pled under state or federal law in the operative complaint based on the factual
11 allegations contained in the operative complaint or any amendments thereto which occurred during
12 the Class Period Including claims for failure to pay wages for all hours worked, failure to pay
13 overtime, failure to provide meal and rest breaks or premium payments related thereto, failure to
14 timely pay wages during employment or upon termination, failure to provide accurate itemized
15 wage statements, failure to reimburse business expenses, and all derivative and related claims
16 including penalties under the Private Attorneys General Act ("PAGA") on behalf of the Aggrieved
17 Employees, and unfair competition claims based on the aforementioned claims.

18 (b) "Released Parties" collectively means Defendant, Defendant's respective
19 past, present and future parents, subsidiaries, corporations, divisions, and successors and assigns,
20 and the past, present and future shareholders, managers, officers, partners, members, directors,
21 agents, employees, attorneys, insurers, predecessors, successors and assigns of Defendant.

22 7. As of the date the Defendant fully funds the Gross Settlement Amount, Defendant
23 shall receive a release from the Aggrieved Employees and the State of California of all PAGA
24 claims for civil penalties alleged in the operative complaint and in the PAGA letters sent by
25 Plaintiff that occurred during the PAGA Period ("Released PAGA Claims"). The release of the
26 Released PAGA Claims shall be effective as to all Aggrieved Employees and the State of
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1 California, regardless of whether an Aggrieved Employee submitted a request for an exclusion
2 from the Class.

3 8. As of the date the Defendant fully funds the Gross Settlement Amount, Plaintiff
4 generally, releases and discharges the Released Parties from any and all claims, transactions or
5 occurrences between them that occurred during the Class Period (“Plaintiff’s Released Claims”) as
6 set forth fully in the Agreement.

7 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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9 Dated: _____

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11 HON. AMY D. HOGUE
12 JUDGE, SUPERIOR COURT OF CALIFORNIA
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