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FILED
 Superior Court of California
 County of Los Angeles
12/02/2022
 Sherri R. Carter, Executive Officer / Clerk of Court
 By: M. Mort Deputy

Attorneys for Plaintiff GHUFRAN KHAN, as an individual and on behalf of all similarly situated employees, situated

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

GHUFRAN KHAN, as an individual and on
 behalf of all similarly situated employees
 Plaintiff,

v.

ATLAS AIR, INC., a corporation doing
 business in California; and DOES 1- 50,
 Inclusive, Defendant.

Case No.: 20STCV40478

**~~PROPOSED~~ JUDGEMENT
 GRANTING FINAL APPROVAL OF
 CLASS ACTION SETTLEMENT,
 AWARDING ATTORNEY'S FEES,
 COSTS AND ENHANCEMENT AWARD**

Assigned for all purposes to:
 Hon. Steven J. Kleifield Dept: 57

Complaint Filed: October 21, 2020
 Trial Date: None Yet Set

[PROPOSED] JUDGMENT

Pursuant to the Order Granting Final Approval of the Class Action Settlement, Award of Attorney's Fees, Costs and Enhancement Award entered on _____ December 02 , 2022, IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

1. The Parties' Joint Stipulation and Class Settlement Agreement (the "Settlement Agreement") entered into by and between Plaintiff Ghufuran Khan ("Plaintiff") and Defendant Atlas Air, Inc ("Defendant") shall be incorporated into this Judgment as though all terms therein are set forth in full. The capitalized terms in this Order shall have the same force and effect as the terms defined in the Joint Stipulation and Class Settlement Agreement.

2. The Settlement Class consists of the following: all participating current or former employees who worked for Defendants in California at any time during the period from October 21, 2019, through May 31, 2022 (the "Class Period."). The total number of Class Members consists of Plaintiff and Thirty-Three (33) individuals.

3. Participating Class Members. The term "Participating Class Members" include all Class Members who do not submit a timely request to be excluded from the Settlement.

4. This Settlement releases Defendant ATLAS AIR INC and their respective agents, attorneys, insurers, past, present and future divisions, affiliates, DBAs (if any), predecessors, successors, shareholders, officers, directors, managers, managing agents, employees, trustees, representatives, administrators, fiduciaries, assigns, subrogates, executors, partners, parents, owners, subsidiaries, privies, and/or any and all persons and/or corporate entities acting by, through, under or in concert with any of them. As of the Effective Date and in exchange for the consideration provided pursuant to this Agreement, Named Plaintiffs and all members of the Settlement Class, except those who make a valid and timely request to be excluded from the Class, and their respective heirs, beneficiaries, devisees, legatees, executors, administrators, trustees, conservators, guardians, personal representatives, successors-in-interest, and assigns (collectively, the "Releasing Persons") will forever and completely release and discharge Defendant ATLAS AIR INC, and their respective agents, attorneys, insurers, past, present and future divisions, affiliates, DBAs (if any), predecessors, successors, shareholders, officers, directors, managers,

managing agents, employees, trustees, representatives, administrators, fiduciaries, assigns, subrogates, executors, partners, parents, owners, subsidiaries, privies, and/or any and all persons and/or corporate entities acting by, through, under or in concert with any of them (the “Released Persons”), from any and all of the following claims:

(i) Any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys’ fees, damages, or causes of action which relate to any and all claims alleged or which could have been alleged based on the facts in the operative Complaint filed by Representative Plaintiff, both on her behalf and on behalf of the Class Members in this Action during the Class Period, including the date of preliminary approval of the Settlement under any federal, state or local law, and shall specifically include but is not limited to claims for failure to pay wages, failure to pay overtime wages, waiting time penalties, Labor Code Section 226 penalties, Labor Code Section 1174 records violations, meal break violations, rest break violations, failure to reimburse for all business expenses, Unfair Business Practices (B&P Code 17200), claims for Civil Penalties under Civil Penalties under PAGA [Cal. Lab. Code §§ 2699, *et seq.*], and any other claims, including claims for statutory and/or civil penalties. In addition, as to any Class Member who cashes the check representing their Settlement Payment, the signing and negotiation of that check shall serve as the Class Member’s consent to join the action for purposes of releasing claims arising under the Fair Labor Standards Act (“FLSA”) that are related to the claims stated in the Action, implicitly or explicitly, and, for such persons, “Released Class Claims” shall include all related claims arising under the FLSA. This release is limited in time to the Class Period covering the Class Members who worked for the Released Persons in the State of California.

(ii) Any claim for attorneys’ fees or costs against any of the Released Persons.

It is understood and agreed between the Parties that the above waiver and release of all claims is a material term of and inducement for Defendants to enter into this Agreement.

B. Waiver of California Labor Code Section 206.5.

1 The Releasing Persons will further acknowledge and agree that, during the Settlement
2 Period, their claims that they were not paid all wages owed, not provided accurate wage statements
3 and/or records, not provided meal or rest periods, not paid final wages timely, unreimbursed
4 business expenses, claims for penalties under the Labor Code Private Attorneys General Act,
5 Labor Code § 2698 et seq., or for violation of the Unfair Competition Law due to their employment
6 as a Settlement Class Member are disputed and that California Labor Code section 206.5 is
7 therefore not applicable to the Parties hereto.

8 5. Judgment is entered pursuant to: (1) the terms of the Settlement Agreement; (2) the
9 Order granting preliminary approval of the Settlement; (3) the Order granting final approval of the
10 Settlement and granting Class Counsel's request for attorney's fees, costs and enhancement award
11 for Plaintiff Annette Arredondo; and (4) this Order granting final judgment.

12 6. Neither this Final Judgment nor Settlement Agreement shall constitute an
13 admission by Defendants of any liability or wrongdoing, nor is this Final Judgment a finding of
14 the validity of any of the claims alleged in the lawsuit or a finding of liability or wrongdoing by
15 Defendants.

16 7. Without affecting the finality of this Judgment in any way, the Court shall retain
17 exclusive and continuing authority over the above-captioned parties, including all Class Members
18 pursuant to California Rules of Court, Rule 3.769 for purposes of supervising, administering,
19 implementing, enforcing, and interpreting the Settlement Agreement and the Final Approval
20 Order.

21 8. In the event that the Effective Date of the Settlement does not occur, this Judgment
22 shall be rendered null, and void and any class certified for settlement purposes will be vacated and
23 any other order entered by the Court in furtherance of the Settlement shall be treated as void ab
24 initio. In such an event, the Parties shall return to the status quo as if the Parties had not entered
25 into this Settlement, as provided in the Settlement Agreement.

1 **IT IS HEREBY ORDERED:**

2
3 Dated: December 02, 2022



Steven J. Kleifield

HON. STEVEN J. KLEIFIELD

Judge of the Superior Court

Steven J. Kleifield / Judge