

David R. Markham (SBN 71814)
dmarkham@markham-law.com
Maggie Realin (SBN 263639)
mrealin@markham-law.com
Lisa Brevard (SBN 323391)
lbrevard@markham-law.com
THE MARKHAM LAW FIRM
888 Prospect St., Suite 200
La Jolla, California 92037
Tel.: 619.399.3995 / Fax: 619.615.2067

Walter L. Haines (SBN 071075)
walter@whaines.com
UNITED EMPLOYEES LAW GROUP
5500 Bolsa Avenue, Suite 203
Huntington Beach, California 92649
Tel.: 310.234.5678 / Fax: 310.652.2242

List of counsel continued on next page.

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – CENTRAL DISTRICT**

ALDIBERT ESTEBAN, an individual, on
behalf of himself and all others similarly
situated,

Plaintiff,

v.

AMERICAN AIRLINES, INC., a Delaware
Corporation; and DOES 1 through 10,
inclusive,

Defendants.

Case No.: 20STCV47361

*[Assigned for all purposes to Hon. Mel Red
Recana, Dept. 45]*

**[PROPOSED] JUDGMENT AND ORDER
GRANTING PLAINTIFFS' MOTION FOR
FINAL APPROVAL OF CLASS ACTION
AND PAGA SETTLEMENT**

FILED
Superior Court of California
County of Los Angeles

04/26/2024

David W. Slayton, Executive Officer / Clerk of Court

By: J. Marquez Deputy

Joseph Lavi, Esq. (SBN 209776).
Email: jlavi@lelawfirm.com
Vincent C. Granberry, Esq. (SBN 276483)
Email: vgranberry@lelawfirm.com
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Blvd., Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001

Matthew R Bainer, Esq. (SBN 220972)
THE BAINER LAW FIRM
1901 Harrison St., Suite 1100
Oakland. California 94612
Telephone: (510) 922-1802
Facsimile: (510) 844-7701
Email: mbainer@bainerlawfirm.com

Attorneys for Plaintiffs Aldibert Esteban, Maisha Sykes, Deborah Berens,
And Linda Hinkley

1 The above captioned action is a putative class action and representative lawsuit brought by
2 Plaintiffs Aldibert Esteban, Maisha Sykes, Deborah Berens, and Linda Hinkley (“Plaintiffs”) against
3 Defendant American Airlines, Inc. (“Defendant”) In the lawsuit, Plaintiffs allege that for individuals
4 employed by Defendant as California-based flight attendants from January 18, 2015, through
5 September 30, 2023, Defendant failed to provide minimum wage and overtime for all hours worked;
6 failed to provide legally compliant meal and rest periods; failed to provide legally compliant wage
7 statements; failed to timely pay unpaid wages following separation of employment; failed to
8 indemnify employees for employment-related expenditures; and that these actions violated the Labor
9 Code and Business and Professions Code and gave rise to additional civil penalties pursuant to the
10 PAGA.

11 Defendant denies all alleged wrongdoing, denies any liability to the Plaintiffs, to members of
12 the putative class, and to allegedly aggrieved employees, and denies that Plaintiffs’ claims are
13 appropriate for class or representative treatment.

14 On November 9, 2023, this Court entered an order granting preliminary approval of the class
15 action settlement, resulting in preliminary certification of the following class for settlement purposes
16 only: all individuals employed by American as California-based Flight Attendants during the period
17 from January 18, 2015, until September 30, 2023.

18 The Court further directed the Plaintiffs to provide notice to the class, which informed absent
19 class members about information about the settlement, including: (a) the proposed settlement, and the
20 settlement’s key terms; (b) the date, time and location of the Final Approval Hearing; (c) the right of
21 any Class Member to object to the proposed settlement, and an explanation of the procedures to
22 exercise that right; (d) the right of any class member to exclude themselves from the proposed
23 settlement, and an explanation of the procedures to exercise that right; and (e) an explanation of the
24 procedures for class members to participate in the proposed settlement.

25 The Court, upon notice having been given as required in the preliminary approval order, and
26 having considered the proposed settlement agreement as well as all papers filed, and having heard
27 argument at the Motion for Final Approval hearing on April 4, 2024, hereby **ORDERS AND**
28 **ENTERS JUDGMENT AS FOLLOWS:**

1 1. This Court has jurisdiction over the subject matter of the action and over the Parties,
2 including all members of the settlement class. This Order hereby adopts and incorporates by reference
3 the terms and conditions of the Joint Stipulation of Class and Representative Action Settlement and
4 Release (the "Settlement Agreement"), together with the definitions and terms used and contained
5 therein.

6 2. The Court finds that the Settling Class is properly certified as a class for settlement
7 purposes only.

8 3. The notice provided to the class members conforms with the requirements of
9 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
10 of Court 3.766 and 3.769, the California and United States Constitutions, the Court's order granting
11 preliminary approval, and any other applicable law, and constitutes the best notice practicable under
12 the circumstances, by providing individual notice to all class members who could be identified
13 through reasonable effort, and by providing due and adequate notice of the proceedings and of the
14 matters set forth therein to the other class members. The notice was adequate, fully satisfied the
15 requirements of due process, and was the best notice practicable under the circumstances. Settling
16 Class Members were given a full opportunity to participate in the Final Approval hearing, and all
17 Settling Class Members and other persons wishing to be heard have been heard. Accordingly, the
18 Court determines that all Settling Class Members who did not timely and properly opt out of the
19 settlement are bound by this Judgment and Order.

20 4. The Court has considered all relevant factors for determining the fairness of the
21 settlement and has concluded that all such factors weigh in favor of granting final approval. In
22 particular, the Court finds that the settlement was reached following meaningful discovery and
23 investigation conducted by Plaintiffs' counsel; that the settlement is the result of serious, informed,
24 adversarial, and arm's-length negotiations between the Parties; and that the terms of the settlement
25 are in all respects fair, adequate, and reasonable. Accordingly, the Court finds the settlement was
26 entered into in good faith and that the settlement satisfies the standards and applicable requirements
27 for final approval of this class action settlement under California law, including the provisions of
28 California Code of Civil Procedure section 382 and California Rules of Court, Rule 3.769.

1 5. The Settlement Agreement is not an admission by Defendant, or by any other released
2 party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing
3 by Defendant or any other released party. Neither this Order and Judgment, the Settlement
4 Agreement, nor any document referred to herein, nor any action taken to carry out the Settlement
5 Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission,
6 concession, or liability whatsoever by or against Defendant or any of the other released parties.

7 6. The Court has considered the Settling Class Members' objections to the settlement.
8 Those objections are overruled.

9 7. The Settlement Administrator has identified the following employee(s) who have
10 requested exclusion from the Settlement and have been excluded from the Settling Class by the Court,
11 are not Settling Class Members, and are not bound by the Judgment in this Action:

1.	Jane Forsberg
2.	Carole Smith
3.	John Klingelhoets

12
13
14 8. In addition to any recovery that Plaintiffs may receive under the Settlement, and in
15 recognition of the Plaintiffs' efforts on behalf of the settlement class, the Court hereby approves the
16 payment of an incentive award to the Plaintiffs in the amount \$27,500 (\$7,500 for Plaintiff Esteban,
17 \$7,500 for Plaintiff Berens, \$7,500 for Plaintiff Hinkley and \$5,000 for Plaintiff Sykes), payable from
18 the Gross Settlement Value pursuant to the terms of the Settlement Agreement.

19 9. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
20 \$8,000,000, and the reimbursement of litigation expenses in the sum of \$60,000, both payable from
21 the Gross Settlement Value and pursuant to the terms of the settlement agreement. Both are reasonable
22 amounts. The reasonableness of the fee award is determined based on a reasonable percentage of the
23 common fund obtained for the class. The court also has considered the lodestar amount. Awarding
24 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
25 obtained for the class.

26 10. The Court approves the payment of \$1,200,000 to civil penalties pursuant to the
27 Private Attorneys General Act of 2004, payable from the Gross Settlement Value. Seventy-five
28 percent of this amount, \$900,000, will be paid to the Labor Workforce Development Agency and

1 twenty-five percent, \$300,000, will be paid to the PAGA Group Members, defined as: all individuals
2 employed by American as California-based Flight Attendants during the period from January 18,
3 2018, until September 30, 2023.

4 11. The Court approves and orders payment in the amount of \$32,500 to CPT Group, Inc.
5 for performance of settlement administration services pursuant to the terms of the settlement
6 agreement. This amount will be payable from the Gross Settlement Value and pursuant to the terms
7 of the Settlement Agreement.

8 12. The Court approves and orders funding of the settlement in compliance with the terms
9 of the settlement agreement, including the payment and disbursement schedule.

10 13. Following 180 days after the settlement administrator mails the individual settlement
11 payments to the Class Members and PAGA Group Members; any monies and interest remaining from
12 uncashed checks shall be sent to the Controller of the State of California to be held in the class
13 member's name until claimed pursuant to the Unclaimed Property Law, Code Civ. Proc. §§1500.

14 14. Pursuant to California Rule of Court 3.769(g), the Court grants final approval of the
15 Settlement Agreement and declares, the Settlement Agreement binding on all Plaintiffs, all Settling
16 Class Members, and all PAGA Group Members, all of whom will release the Released Parties from
17 the released claims as set forth by the approved settlement agreement.

18 15. This Court shall retain jurisdiction over all matters related to the administration and
19 consummation of the terms of this Settlement, over the enforcement, construction and interpretation
20 of this Agreement, over the enforcement, construction, and interpretation of the Final Judgment,
21 including, but not limited to, the provisions therein enjoining any further litigation of Released
22 Claims, and over the Representative Plaintiffs and all Settling Class Members (and their attorneys
23 and law firms) in connection therewith.

24 16. The Plaintiffs shall file a report for the settlement administrator by February 28, 2025,
25 confirming the distribution of funds, indicating the total amount paid to the class members and
26 confirming that all funds, including uncashed funds, have been disbursed.

27 ///

28 ///

1 17. The Order to Show Cause Re: Dismissal (Settlement) currently set for June 5, 2024,
2 at 8:30 a.m. in this department is vacated in light of this Judgment.

3 18. A non-appearance case review re Compliance with the Distribution following the
4 February 28, 2025, settlement administrator report deadline identified above is set for
5 March 14, 2025 at 8:30 a.m. a.m./~~p.m.~~ in this department.

6 19. The Court hereby enters Judgment in the case, which will be res judicata as to the
7 released claims of Plaintiffs, Class Members, and PAGA Group Members.

8 **IT IS SO ORDERED AND ADJUDGED.**

9
10 Dated: 04/26/2024



Hon. Rolf Treu
Judge of the Superior Court

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

PROOF OF SERVICE

STATE OF CALIFONRIA, COUNTY OF LOS ANGELES

I, Rubi Martinez, certify as follows:

I am a resident of the State of California, employed in the county of Los Angeles. I am over the age of 18 years and not a party to the above-titled action. My business address is 8889 West Olympic Boulevard, Suite 200, Beverly Hills, California 90211. On April 8, 2024, I served the following document(s) described as:

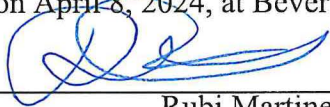
• [PROPOSED] JUDGMENT AND ORDER GRANTING PLAINTIFFS' MOTION FOR FINAL APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

on all interested parties and in the manner as follows:

Adam P. KohSweeney Kristin MacDonnell O'Melveny & Myers LLP Two Embarcadero Center, 28th Floor San Francisco, CA 94111 Attorneys for DEFENDANT AMERICAN AIRLINES, INC.	David R. Markham Maggie Realin Lisa Brevard THE MARKHAM LAW FIRM 888 Prospect St., Suite 200 La Jolla, California 92037 Attorneys for PLAINTIFFS
Walter L. Haines UNITED EMPLOYEES LAW GROUP 5500 Bolsa Avenue, Suite 203 Huntington Beach, California 92649 Attorneys for PLAINTIFFS	Matthew R Bainer, Esq. THE BAINER LAW FIRM 1901 Harrison St., Suite 1100 Oakland, California 94612 Attorneys for PLAINTIFFS
Uma Arunachalam 775 Le Conte Ave San Francisco, CA 94124-3566 Class Member/Aggrieved Employee/Objector	Cynthia Hernandez 27682 Pensacola Way Hayward, CA 94544-5024 Class Member/Aggrieved Employee/Objector
Marcelle Fowers 8834 Barrister Ln Fair Oaks, CA 95628 Class Member/Aggrieved Employee/Objector	Stacy Bankhead P.O. Box 184 Laie, HI 96762 Class Member/Aggrieved Employee/Objector

☒ **(BY MAIL)** As follows: I placed such envelope, with postage thereon prepaid, in the United States mail at Los Angeles, California. I am "readily familiar" with the firm's practice of collecting and processing correspondence for mailing. Under that practice, it would be deposited with the U.S. Postal Service on that same day, with postage thereon fully prepaid, at Los Angeles, California, in the ordinary course of business. I am aware that, on motion of the party served, service is presumed invalid if the postal cancellation or postage meter date is more than one day after the date of deposit for mailing in this affidavit.

☒ **(STATE)** I declare, under penalty of perjury under the laws of the State of California, that the above is true and correct. Executed on April 8, 2024, at Beverly Hills, California.



Rubi Martinez