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SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

ANGELYNA CELIO, MATTHEW
LYTLE, ROBERT MARTIN, and DONELL
FORT, on behalf of themselves and others
similarly situated

Plaintiffs,

v.

AIR INTERNATIONAL US, INC., a
Delaware Corporation; and DOES 1
Through 10, inclusive,

Defendants.

Case No. RG21098764

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Rebekah Evenson
Department 24

CLASS AND REPRESENTATIVE ACTION

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF CLASS AND PAGA ACTION
SETTLEMENT**

Hearing Set by February 2, 2024 Court Notice

Date: April 11, 2024

Time: 9:00 a.m.

Dept: 24

Judge: Hon. Rebekah Evenson

Complaint filed: May 10, 2021

Trial Date: Not Set

1 This matter came on for hearing on March 11 2024 in Department 24 of the above-
2 captioned Court on Plaintiffs' Motion for Order Granting Final Approval of Class and PAGA
3 Action Settlement ("Motion") pursuant to California Rule of Court 3.769, the Class and PAGA
4 Action Settlement as set forth in the Class Action and PAGA Representative Action Settlement
5 Agreement and Release of Claims filed as Exhibit 1 to the Declaration of Isam C. Khoury on
6 March 7, 2023, the Addendum to Class Action and PAGA Representative Action Settlement
7 and Release of Claims filed as Exhibit 2 to the Declaration of Isam C. Khoury on March 7,
8 2023, and the Second Addendum to Class Action and PAGA Representative Action Settlement
9 Agreement and Release of Claims filed as Exhibit 1 to the Supplemental Declaration of Isam C.
10 Khoury on October 12, 2023 (collectively, "Agreement"), and the Order Granting Preliminary
11 Approval of Class Action Settlement issued October 19, 2024 ("Preliminary Approval Order").

12 Having received and considered the Agreement, the supporting papers, evidence and
13 argument received by the Court with the Motion for Preliminary Approval of Class Action
14 Settlement, and evidence and argument received by the Court with the Motion for Order
15 Granting Final Approval of Class and PAGA Action Settlement, the Court grants final approval
16 of the Settlement and ORDERS AND MAKES THE FOLLOWING DETERMINATIONS:

17 1. Pursuant to the Court's Preliminary Approval Order and Agreement, Notice of
18 Class Action Settlement, ("Class Notice"), was sent to each Class Member by first-class United
19 States mail, informing the Class of the Settlement terms, right to receive a Settlement Payment
20 without taking any action, comment on or object to the Settlement, and appear in person or by
21 counsel and be heard at the final approval hearing. Adequate periods of time were provided for
22 each of these procedures.

23 2. No Class member filed a written objection to the proposed Settlement or stated
24 an intention to appear at the final approval hearing.

25 3. Three (3) Settlement Class member requested exclusion from the Settlement:
26 Kurt Remick, Stephen Lentz and Kenneth L. Wright II.

27 4. The Court finds and determines this notice procedure afforded adequate
28 protections to the Class and provides the basis for the Court to make an informed decision

1 regarding Settlement approval based on the responses of the Class. The Court finds and
2 determines the Class Notice provided in this case was the best notice practicable, which satisfies
3 the requirements of law and due process.

4 5. For purposes of Settlement approval only, the Court finds: (a) the proposed Class
5 is ascertainable and so numerous joinder of all members is impracticable; (b) there are questions
6 of law or fact common to the proposed Class, and a well-defined community of interest among
7 proposed Class Members in the subject matter of the class action; (c) the claims of Class
8 Representatives are typical of the claims of proposed Class Members; (d) the Class
9 Representatives have and will fairly and adequately protect the interests of Class Members; (e) a
10 class action is superior to other available methods for efficient adjudication of this controversy
11 in the context of settlement; and (f) Class Representatives' counsel of record are qualified to
12 serve as counsel individually and in the capacity of counsel of behalf of the Class.

13 6. Class Members are defined for Settlement purposes as: All hourly, non-exempt
14 employees of Defendant Air International US, Inc. in California from May 10, 2017 through
15 and including March 7, 2023.

16 7. For purposes of this Settlement, Aggrieved Employees are defined as: All
17 hourly, non-exempt employees of Defendant Air International US, Inc. in California from May
18 10, 2020 through and including March 7, 2023.

19 8. The Court finds and determines the terms of the Agreement are fair, reasonable,
20 and adequate and, having found the Settlement was reached as a result of informed and non-
21 collusive arms'-length negotiations facilitated by a neutral, experienced mediator, directs the
22 Parties to effectuate the Settlement terms as set forth in the Agreement. The Court finds the
23 Parties conducted extensive investigation, research, and informal discovery, and their attorneys
24 were able to reasonably evaluate their respective positions. The Court also finds Settlement will
25 enable the Parties to avoid additional and potentially substantial litigation costs, as well as delay
26 and risks if the Parties were to continue to litigate the case. The Court has reviewed the
27 monetary recovery and recognizes the significant value provided to the Class.

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1 9. The Court finds and determines the terms of the Settlement are fair, reasonable
2 and adequate to the Class and each Class Member, the Settlement is ordered finally approved,
3 and all terms of the Agreement should be and are ordered to be consummated.

4 10. The Court finds and determines Settlement Payments to be paid to Settlement
5 Class Members and Aggrieved Employees under the Settlement are fair and reasonable. The
6 Court grants final approval to and orders payment of those amounts to Settlement Class
7 Members and Aggrieved Employees in accordance with the Agreement.

8 11. The Court finds and determines fees and expenses to administer the Settlement
9 incurred by CPT Group, Inc. of \$15,000.00 are fair and reasonable. The Court grants final
10 approval to and orders payment of that amount in accordance with the Agreement.

11 12. The Court finds and determines the Class Representative Service Award of
12 \$7,500.00 to Plaintiff Angelyna Celio is fair and reasonable, and orders the Administrator to
13 make this payment in accordance with the terms of the Agreement.

14 13. The Court finds and determines the Class Representative Service Award of
15 \$7,500.00 to Plaintiff Matthew Lytle is fair and reasonable, and orders the Administrator to
16 make this payment in accordance with the terms of the Agreement.

17 14. The Court finds and determines the Class Representative Service Award of
18 \$7,500.00 to Plaintiff Robert Martin is fair and reasonable, and orders the Administrator to
19 make this payment in accordance with the terms of the Agreement.

20 15. The Court finds and determines the Class Representative Service Award of
21 \$7,500.00 to Plaintiff Donnell Fort is fair and reasonable, and orders the Administrator to make
22 this payment in accordance with the terms of the Agreement.

23 16. The Court finds and determines payment to the California Labor and Workforce
24 Development Agency of \$18,750.00 as its share of the Settlement of civil penalties under the
25 Private Attorneys General Act is fair, reasonable, and appropriate. The Court grants final
26 approval to and orders that amount be paid in accordance with the Agreement.

27 17. The Court awards Class Counsel attorneys' fees of \$200,000.00 [60% to Cohelan
28 Khoury & Singer, and 40% to Stonebrook Law] and litigation costs of \$15,760.00. The Court

1 finds such amounts to be fair and reasonable. The Court orders the Administrator to make these
2 payments in accordance with the Agreement.

3 18. Without affecting the finality of this Order or the entry of judgment in any way,
4 the Court retains jurisdiction of all matters relating to the interpretation, administration,
5 implementation, effectuation, and enforcement of this Order and the Agreement.

6 19. The Settlement is not an admission of liability by Defendant Air International
7 US, Inc., (“Defendant”), or any of Defendant’s present and former parent companies,
8 subsidiaries, affiliates, shareholders, officers, directors, employees, agents, servants, registered
9 representatives, attorneys, insurers, successors and assigns, (“Released Parties”), nor is this
10 Order or entry of judgment a finding any claim in the Action against Defendant is valid. This
11 Order, entry of judgment, or Settlement, may not be construed as, or used as an admission of,
12 any fault, wrongdoing or liability by Defendant or any Released Party. Negotiating, entering or
13 carrying out the Settlement, shall not be offered in evidence against any Released Party in any
14 action or proceeding in any court, administrative agency or tribunal for any purpose except to
15 enforce this Order or Judgment. However, any Released Party may file in any proceeding, this
16 Order or Judgment, or any papers filed in the Action, to support defenses of res judicata,
17 collateral estoppel, release, claim or issue preclusion or any similar defense.

18 20. Plaintiffs and Settlement Class Members will forever completely release and
19 discharge, to the fullest extent permitted by law, Released Parties from “all claims alleged in
20 Plaintiffs’ Complaint and First Amended Complaint, as well as all any and all claims, debts,
21 liabilities, demands, obligations, guarantees, costs, expenses, attorney’s fees, damages, action or
22 causes of action of whatever kind or nature, whether known or unknown, contingent or accrued,
23 under any legal theory under federal and state law that were or reasonably could have been
24 brought based on the facts alleged in any version of the complaints filed in the Action and in the
25 LWDA Letters submitted to the LWDA by Plaintiffs, regardless of theory of recovery,
26 including: claims under California Labor Code sections 201, 202, 203, 204, 206, 210, 218,
27 218.5, 226, 226.7, 227, 245 *et seq.*, 510, 511, 512, 515, 517, 551-556, 1182.12, 1194, 1194.2,
28 1197, 1197.1, 1198, 2800, 2802; the California IWC Wage Orders; the Fair Labor Standards

1 Act (29 U.S.C. Section 201, *et seq.*); and California Business and Professions Code section
2 17200, *et seq.* The Released Class Claims shall apply to all Class Members who do not timely
3 file a Request for Exclusion.”

4 21. Plaintiffs and Aggrieved Employees will forever completely release and
5 discharge, to the fullest extent permitted by law, Released Parties from “all Claims or causes of
6 action under the Private Attorneys General Act, Labor Code section 2699 *et seq.* of whatever
7 kind or nature which occurred during the PAGA Period that were or reasonably could have been
8 brought based on the facts alleged in any version of the complaints filed in the Action and in the
9 LWDA Letters submitted to the LWDA by Plaintiffs, regardless of theory of recovery,
10 including but not limited to, any alleged violations of or relief under California Labor Code
11 sections 201,202,203,218.5, 218.6, 226, 226.3,226.7, 245 *et seq.*, 510 ,512, 551, 552, 558,
12 1182.12, 1194, 1194.1,1194.2, 1197, 1197.1,1198, 2800, 2802, and the applicable provisions of
13 the applicable IWC Wage Orders.”

14 22. Nothing in this Order shall preclude any action to enforce the Agreement or this
15 Order, including the requirement Defendants make payments to Settlement Class Members and
16 Aggrieved Employees in accordance with the Settlement.

17 23. The Judgment, once entered, shall constitute a judgment for purposes of
18 California Rules of Court, Rule 3.769(h). In accordance with, and for the reasons stated in, this
19 Order, judgment shall be entered within the meaning and for purposes of Code of Civil
20 Procedure sections 577 and 904.1(a), and the Plaintiffs/Class Representatives, Settlement Class
21 Members and Aggrieved Employees shall take nothing from Released Parties except as
22 expressly set forth in the Agreement.

23 24. The Parties will comply with California Rules of Court Rule 3.771(b), by giving
24 notice to Class Members by posting the Final Approval Order and Judgment on the Settlement
25 Administrator’s website.

26 25. Pursuant to Labor Code section 2699(l)(3), Plaintiffs shall submit a copy of this
27 Order and Judgment to the California Labor and Workforce Development Agency within 10
28 days after entry of this Order and Judgment.

1 26. The Parties will bear their own costs and attorneys' fees except as otherwise
2 provided by this Court's Order awarding Class Counsels' attorneys' fees and litigation costs.
3 IT IS SO ORDERED.

4
5 Date: _____

Honorable Rebekah Evenson
Judge of the Superior Court