

PLAINTIFF/PETITIONER: Albert Thompkins
 DEFENDANT/RESPONDENT: Host International, Inc.

CASE NUMBER:
 21STCV20440

**PROOF OF SERVICE BY FIRST-CLASS MAIL
 NOTICE OF ENTRY OF JUDGMENT OR ORDER**

(NOTE: You cannot serve the Notice of Entry of Judgment or Order if you are a party in the action. The person who served the notice must complete this proof of service.)

1. I am at least 18 years old and **not a party to this action**. I am a resident of or employed in the county where the mailing took place, and my residence or business address is (*specify*):

2. I served a copy of the *Notice of Entry of Judgment or Order* by enclosing it in a sealed envelope with postage fully prepaid and (*check one*):

- a. ☐ deposited the sealed envelope with the United States Postal Service.
 b. ☐ placed the sealed envelope for collection and processing for mailing, following this business's usual practices, with which I am readily familiar. On the same day correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Service.

3. The *Notice of Entry of Judgment or Order* was mailed:

- a. on (*date*):
 b. from (*city and state*):

4. The envelope was addressed and mailed as follows:

a. Name of person served:

Street address:

City:

State and zip code:

c. Name of person served:

Street address:

City:

State and zip code:

b. Name of person served:

Street address:

City:

State and zip code:

d. Name of person served:

Street address:

City:

State and zip code:

☐ Names and addresses of additional persons served are attached. (*You may use form POS-030(P).*)

5. Number of pages attached:

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Date:

 (TYPE OR PRINT NAME OF DECLARANT)

_____
 (SIGNATURE OF DECLARANT)

MAY 12 2026

David W. Slayton, Executive Officer/Clerk of Court

By: I. Flores, Deputy

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Attorneys for Plaintiff ALBERT THOMPkins,
individually and on behalf of all others similarly situated

[Additional Counsel On Next Page]

IN THE SUPERIOR COURT OF THE STATE OF CALIFORNIA

IN AND FOR THE COUNTY OF LOS ANGELES

ALBERT THOMPkins and NATALIE
KATIE BERNICE JOHNSON,
Individually and on behalf of the general
public as private attorney general,

Plaintiffs,

v.

HOST INTERNATIONAL INC., dba HMS
HOST, a Delaware Corporation; and DOES
1-50, inclusive,

Defendants.

CASE NO.: 21STCV20440

Hon. Nicholas F. Daum
Dept. 47 (Stanley Mosk)

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

Date: May 12, 2026
Time: 9:00 a.m.
Dept.: 47

1 BIBIYAN LAW GROUP, P.C.

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10 Tel: (310) 438-5555; Fax: (310) 300-1705

11 Attorneys for Plaintiff: NATALIE KATIE BERNICE JOHNSON and on behalf of herself and
12 all others similarly situated
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1 Plaintiffs Albert Thompkins' and Natalie Katie Bernice Johnson's ("Plaintiffs" or "Class
2 Representatives") Motion for Final Approval of Class Action Settlement ("Motion for Final Approval")
3 came on for hearing before this Court, the Honorable Nicholas F. Daum presiding. The Court, having
4 considered the papers submitted in support of the motion, **HEREBY ORDERS THE FOLLOWING:**

5 1. All defined terms contained herein shall have the same meanings as set forth in the Class
6 and PAGA Settlement Agreement (the "Settlement Agreement").

7 2. The Court has personal jurisdiction over all Settlement Members and the Court has
8 subject matter jurisdiction to approve the Settlement.

9 3. The terms of the Settlement are fair, just, reasonable, and adequate, to the Settlement
10 Class and to each Settlement Class Member and PAGA Member, and the Settlement is ordered finally
11 approved, and all terms and provisions of the Settlement should be and hereby are ordered to be
12 consummated.

13 4. The Parties are hereby directed to perform the terms of the Settlement as described in the
14 Settlement Agreement according to its terms and provisions.

15 5. The Settlement Agreement is binding on Plaintiffs, Participating Class Members,
16 Aggrieved Employees, and the State of California. Specifically, Plaintiffs and Participating Class
17 Members are bound to the Class Settlement, and Plaintiffs, Aggrieved Employees, and the State of
18 California are bound to the PAGA Settlement.

19 6. The Settlement Administrator received one (1) timely and properly submitted Requests
20 for Exclusion from Cassandra Solis. The Class Settlement is not binding to those who timely and
21 properly submitted Requests for Exclusion.

22 7. The Settlement Administrator received one (1) timely Notice of Objection from Oscar
23 E. Molina. The Court considered all written and oral objections and hereby overrules the objection.

24 8. It is ordered that the Settlement Class is certified for settlement purposes only. The Court
25 finds that with respect to the Settlement Class and for purposes of approving this Settlement only that: (a)
26 the members of the Settlement Class are ascertainable and so numerous that joinder of all members is
27 impracticable; (b) there are questions of law or fact common to the Settlement Class with respect to the
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1 subject matter of the Action; (c) the claims of the Class Representatives are typical of the claims of the
2 members of the Settlement Class; (d) the Class Representatives have fairly and adequately protected the
3 interests of the members of the Settlement Class; (e) a class action is superior to other available methods
4 for an efficient adjudication of this controversy; and (f) the Class Counsel are qualified to serve as
5 counsel for Plaintiffs in their individual and representative capacities for the Settlement Class.

6 9. The Court finds that the Class Notice and notice methodology implemented pursuant to
7 this Settlement: (a) constituted the best practicable notice; (b) constituted notice that was reasonably
8 calculated, under the circumstances, to apprise Settlement Class Members of the pendency of the Action,
9 their right to object to or exclude themselves from the Class Settlement and their right to appear at the
10 Final Approval Hearing; (c) were reasonable and constituted due, adequate and sufficient notice to all
11 persons entitled to receive notice; and (d) satisfied requirements of law and due process.

12 10. The Settlement Class is hereby made final. The Settlement Class is defined as: "All
13 current and former non-exempt employees employed by Host in California at any of the Airports¹ during
14 the time period of January 30, 2019 through May 1, 2025." (the "Class Period"). The following
15 individual(s) have submitted timely and proper Requests for Exclusion and are not included in the
16 Settlement Class: Kassandra Solis.

17 11. The Aggrieved Employees are hereby made final. Aggrieved Employees are defined as:
18 "All current and former non-exempt employees employed by Host in California at any of the Airports
19 during the time period of March 25, 2020, to the date of May 1, 2025" (the "PAGA Period").

20 12. The Settlement Agreement is not an admission by Defendant, nor is this Order a finding
21 of the validity of any allegations or of any wrongdoing by Defendant. Neither this Order, the Settlement,
22 nor any document referred to herein, nor any action taken to carry out the Settlement, shall be construed
23 or deemed an admission of liability, culpability, negligence, or wrongdoing on the part of Defendant.

24 13. The Court hereby enters Judgment by which, as of the Effective Date and full funding of
25 the Gross Settlement Fund: (a) Participating Class Members and Plaintiffs, shall be conclusively
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27 ¹ "Airports" means Fresno Yosemite International Airport, John Wayne International Airport, Oakland International Airport,
28 Palm Springs Airport, Sacramento International Airport, San Diego International Airport, San Francisco International
Airport and/or San Jose International Airport. (Settlement Agreement ¶ 1.5).

1 determined to have given a release of any and all Released Class Claims against the Released Parties, as
2 set forth in the Settlement Agreement and Class Notice; (b) Aggrieved Employees, Plaintiffs and the
3 State of California, shall be conclusively determined to have given a release of any and all Released
4 PAGA Claims, as set forth in the Settlement Agreement and Class Notice.

5 14. The Settlement Agreement provides that the Gross Settlement Amount is \$975,000.00.
6 The Net Settlement Amount shall be determined according to the terms of the Settlement Agreement as
7 approved herein. The Court orders the calculations and the payments to be made and administered in
8 accordance with the terms of the Settlement Agreement.

9 15. The Court hereby finds that Plaintiffs and Class Counsel adequately represented the
10 Settlement Class for purposes of entering into and implementing the Settlement.

11 16. The Court confirms James Hawkins, Gregory Mauro, Michael Calvo, Lauren Falk, and
12 Ava Issary of James Hawkins APLC and David D. Bibiyan and Vedang J. Patel of Bibiyan Law Group
13 P.C., as Class Counsel.

14 17. The Court finds and determines that the Individual Settlement Payments to be paid to
15 Participating Class Members and Individual PAGA Payments to be paid to Aggrieved Employees as
16 provided by the Settlement Agreement are fair and reasonable. The Court gives final approval to and
17 orders payment of those amounts to be made to Participating Class Members and Aggrieved Employees
18 and in accordance with the Settlement Agreement.

19 18. The Court finds and determines that the PAGA Payment in the amount of \$100,000.00
20 is fair, reasonable, and appropriate. The Court further finds the allocation of the PAGA Payment,
21 seventy-five percent (75%) of the PAGA Payment being allocated to the LWDA in the amount of
22 \$75,000.00 and the remaining twenty-five percent (25%) in the amount of \$25,000.00 shall be allocated
23 to the Aggrieved Employees, as fair, reasonable, and appropriate.

24 19. The Court finds and determines that the fees and expenses in administering the
25 Settlement incurred by APEX Class Action LLC, in the amount of \$30,000.00 are fair and reasonable.
26 The Court gives final approval to and orders payment of that amount in accordance with the Settlement.

27 20. The Court finds and determines that the Class Representative Service Award payments
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1 in the sum of \$10,000.00 each to Plaintiffs Albert Thompkins and Natalie Katie Bernice Johnson is fair
2 and reasonable. The Court hereby orders the Settlement Administrator make this payment to Plaintiffs in
3 accordance with the terms of Settlement Agreement.

4 21. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
5 submitted by Class Counsel, the Court awards Class Counsel attorneys' fees in the sum of \$325,000.00.
6 The Court finds such amounts to be fair and reasonable. The Court orders the Settlement Administrator
7 to make these payments in accordance with the terms of the Settlement Agreement.

8 22. Pursuant to the terms of the Settlement, and the authorities, evidence and argument
9 submitted by Class Counsel, the Court awards Class Counsel litigation costs in the amount of \$35,873.20
10 to James Hawkins APLC and \$2,267.34 to Bibiyan Law Group P.C. The Court finds such amounts to be
11 fair and reasonable. The Court orders the Settlement Administrator to make these payments in
12 accordance with the terms of the Settlement Agreement.

13 23. Defendant shall have no further liability for costs, expenses, interest, attorneys' fees, or
14 for any other charge, expense, or liability with respect to the Action, except as provided for in the
15 Settlement Agreement.

16 24. With the consent of the Parties, without affecting the finality of the Order, the Court shall
17 retain continuing jurisdiction over the Action, the Parties, and the Settlement Class, as well as the
18 administration and enforcement of the Settlement. Any disputes or controversies arising with respect to
19 the interpretation, consummation, enforcement, or implementation of the Settlement shall be presented
20 by motion to the Court; provided however, that nothing in this Paragraph shall restrict the ability of the
21 Parties to exercise their rights to terminate the Settlement pursuant to the terms of the Settlement
22 Agreement.

23 25. Nothing in this Order shall preclude any action to enforce the Parties' obligations under
24 the Settlement or under this order, including the requirement that Defendant make payments in
25 accordance with the Settlement.

26 26. A Compliance Hearing will be held on May 12, 2027 at 8:30 a.m.

27 27. A Compliance Status report shall be filed and served by May 5, 2027.
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05/13/2026

PROOF OF SERVICE, COUNTY OF ORANGE

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On May 14, 2026, I served on the interested parties in this action the following document(s) entitled:

PLAINTIFF'S NOTICE OF ENTRY OF JUDGMENT OR ORDER

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Eddie@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

SERVICE LIST

(See attached service list)

[XX] **STATE:** I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on May 14, 2026, at Irvine, California


Eddie Magana

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18 Attorneys for Plaintiff: *NATALIE KATIE BERNICE JOHNSON*
19 *and on behalf of herself and all others similarly situated*

16 **Via LWDA Website Only**
17 Labor and Workforce Development Agency
18 Attn: PAGA Administrator
19 1515 Clay Street, Ste 801
20 Oakland, CA 94612
21 <http://www.dir.ca.gov/Private-Attorneys-General-Act>