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Attorneys for Plaintiff Kevin Pugh
and Proposed Class Counsel

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – LONG BEACH COURTHOUSE

KEVIN PUGH, on behalf of himself and
all “aggrieved employees” pursuant to
Labor Code § 2698 *et seq.*,

Plaintiff,

v.

THE AIRPORT COLLECTIVE, INC., a
California corporation, and DOES 1
through 10, inclusive,

Defendants.

CASE NO: 21LBCV00333

Assigned to the Honorable Mark C. Kim, Dept. S27

CLASS ACTION

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

DATE: January 12, 2023

TIME: 8:30 a.m.

DEPT.: S27

Action Filed: June 18, 2021

FILED
Superior Court of California
County of Los Angeles

01/12/2023

David W. Slayton, Executive Officer / Clerk of Court

By: B. Viola Deputy

1 Plaintiff's Motion for an Order Granting Final Approval of Class Action Settlement came
2 before this Court on January 12, 2023. The above-captioned Action is a class action lawsuit brought
3 by Plaintiff Kevin Pugh ("Pugh" or "Plaintiff") against Defendant The Airport Collective, Inc.
4 ("Defendant") (all together, the "Parties"). Plaintiff alleges, on behalf of a class of certain of
5 Defendant's current and former employees, that Defendant failed to provide compliant meal or rest
6 periods or compensation in lieu thereof; failed to reimburse business expenses; failed to comply
7 with itemized wage statement provisions; and failed to timely pay wages due at separation.
8 Defendant denies any and all alleged wrongdoing and denies any liability to Plaintiff or to members
9 of the Class. Defendant contends that that it has complied at all times with California law, including
10 the California Labor Code, the Industrial Commission Wage Orders, and the California Business
11 and Professions Code.

12 On September 6, 2022, this Court entered an Order Granting Preliminary Approval of
13 Settlement, resulting in certification of the following provisional Settlement Class: all non-exempt
14 California employees of Defendant from January 1, 2020 through January 27, 2022.

15 That pursuant to the Preliminary Approval Order, the Notice to the Class was sent to each
16 Class Member by first-class mail, which informed absent class members of: (a) the proposed
17 Settlement, and the Settlement's key terms; (b) the date, time and location of the Final Approval
18 Hearing; (c) the right of any Class Member to object to the proposed Settlement, and an explanation
19 of the procedures to exercise that right; (d) the right of any Class Member to exclude themselves
20 from the proposed Settlement, and an explanation of the procedures to exercise that right; and (e)
21 an explanation of the procedures for Class Members to participate in the proposed settlement.

22 The Court, upon Notice having been given as required in the Preliminary Approval Order,
23 and having considered the Settlement Agreement and Release of Claims (the "Settlement"), as well
24 as all papers filed, hereby ORDERS, ADJUDGES AND DECREES AS FOLLOWS:

25 1. This Court has jurisdiction over the subject matter of the Action and over all Parties
26 to the Action, including all members of the Settlement Class.

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1 2. The Court finds that the Settlement Class is properly certified for settlement
2 purposes only.

3 3. The Notice provided to the Settlement Class conforms with the requirements of
4 California Code of Civil Procedure section 382, California Civil Code section 1781, California
5 Rules of Court 3.766 and 3.769, the California and United States Constitutions, and any other
6 applicable law, and constitutes the best notice practicable under the circumstances, by providing
7 individual notice to all Class Members who could be identified through reasonable effort, and by
8 providing due and adequate notice of the proceedings and of the matters set forth therein to the
9 Class Members. The notice fully satisfied the requirements of due process.

10 4. The Court finds the settlement was entered into in good faith, that the settlement is
11 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
12 requirements for final approval of this class action settlement under California law, including the
13 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
14 3.769.

15 5. The Court approves the Maximum Settlement Amount of One Hundred Fifty
16 Thousand Dollars (\$150,000).

17 6. Zero (0) Class Members have objected to the terms of the Settlement.

18 7. Zero (0) Class Members have requested exclusion from the Settlement.

19 8. Upon entry of this Order, compensation to the Class Members shall be affected
20 pursuant to the terms of the Settlement.

21 9. In addition to any recovery that Plaintiff may receive from the Net Settlement
22 Proceeds, and in recognition of the Plaintiff's efforts on behalf of the Settlement Class, the Court
23 hereby approves the payment of the Class Representative Enhancement Payment to Kevin Pugh in
24 the amount of Two Thousand Five Hundred Dollars (\$2,500). This shall be paid from the
25 Maximum Settlement Amount.

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1 10. The Court approves the payment of attorneys' fees to Class Counsel in the sum of
2 Fifty Thousand Dollars (\$50,000), and the reimbursement of litigation expenses in the sum of Six
3 Thousand Eight Hundred Three Dollars and Sixteen Cents (\$6,803.16). This shall be paid from the
4 Maximum Settlement Amount.

5 11. The Court approves and orders payment in the amount of Four Thousand Nine
6 Hundred Fifty Dollars (\$4,950) to Phoenix Class Action Administration Solutions for performance
7 of its settlement administration services. This shall be paid from the Maximum Settlement Amount.

8 12. The Court approves the PAGA Payment and its apportionment among the Class
9 Members, and orders payment in the amount of One Thousand Five Hundred Dollars (\$1,500) to
10 the California Labor and Workforce Development Agency for its 75% share of PAGA penalties.
11 This shall be paid from the Maximum Settlement Amount.

12 13. Upon the entry of this Order and Judgment, Plaintiff and all Class Members shall be
13 bound by the releases of claims as set forth in the Settlement.

14 14. This "Judgment" is intended to be a final disposition of the above captioned action
15 in its entirety, and is intended to be immediately appealable.

16 15. This Court shall retain jurisdiction with respect to all matters related to the
17 administration and consummation of the Settlement, and any and all claims asserted in, arising out
18 of, or related to the subject matter of the lawsuit, including but not limited to all matters related to
19 the settlement and the determination of all controversies relating thereto.

20 16. Each side to bear its own costs and attorneys' fees except as provided by the
21 Settlement and this Final Approval Order and Judgment.

22 **IT IS SO ORDERED.**

23
24 Dated: 01/12/2023



JUDGE OF THE SUPERIOR COURT

Mark C. Kim / Judge

1 **PROOF OF SERVICE AND CERTIFICATION**

2 I am employed in the County of Ventura, State of California. I am over the age of 18 and not a party to the
3 within action. My business address is 4550 E. Thousand Oaks Blvd., Suite 100, Westlake Village, CA 91362.

4 _____ (For messenger) my business address is:

5 On January 12, 2023, I served the foregoing document described as **[PROPOSED] ORDER AND**
6 **JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION SETTLEMENT** on the interested parties in
7 this action by placing a true copy thereof enclosed in sealed envelopes addressed as follows:

8 **Thomas F. Nowland, Esq.**
9 **Daniel A. Brodnax, Esq.**
10 **Sarah K. O'Brien, Esq.**
11 **Joseph F. Desiderio, Esq.**
12 **LAW OFFICES OF THOMAS F. NOWLAND**
13 **20241 SW Birch Street, Suite 203**
14 **Newport Beach, CA 92660**

15 On the above date:

16 X (BY x U.S. MAIL/ BY ☐ CERTIFIED MAIL, RETURN RECEIPT REQUESTED) The sealed envelope was
17 mailed with postage thereon fully prepaid. I am "readily familiar" with the firm's practice of collection and processing
18 correspondence for mailing. It is deposited with United States postal service on that same day in the ordinary course of
19 business. I am aware that on motion of party served, service is presumed invalid if postal cancellation date or postage
20 meter date is more than one day after date of deposit for mailing in affidavit.

21 _____ (BY ELECTRONIC SERVICE) The above-stated document was submitted for service by electronic
22 transmission via email on the counsel of record listed above.

23 X (UPLOADED TO LWDA WEB PORTAL) I caused the above-described document to be delivered to the
24 Labor & Workforce Development Agency via online process at the PAGA Filing website (www.dir.ca.gov) in
25 accordance with the procedure imposed by the LWDA.

26 _____ (BY FEDERAL EXPRESS OR OTHER OVERNIGHT SERVICE) I deposited the sealed envelope in a box or
27 other facility regularly maintained by the express service carrier or delivered the sealed envelope to an
28 authorized carrier or driver authorized by the express carrier to receive documents.

I certify that the above document was printed on recycled paper.

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

Executed on January 12, 2023, at Westlake Village, California.

24 
25 _____
26 JEREMY REYES