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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*

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-Two Thousand Five Hundred Dollars (\$52,500), and the reimbursement of litigation expenses  
3 in the sum of Six Thousand Eight Hundred Three Dollars and Sixteen Cents (\$6,803.16). This shall  
4 be paid from the 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.**

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25       Dated: \_\_\_\_\_

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JUDGE OF THE SUPERIOR COURT