

OCT 07 2024

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JENNIFER FINE

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES**

JENNIFER FINE, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

DAL GLOBAL SERVICES, INC., a
Delaware corporation; UNIFI
AVIATION, LLC, a Delaware limited
liability company; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 22STCV23857

[Assigned to Hon. Robert B. Broadbelt; Dept. 53]

**~~PROPOSED~~ ORDER AND JUDGMENT
GRANTING PLAINTIFF'S MOTION FOR
SETTLEMENT APPROVAL OF CLAIMS
BROUGHT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT AND
REASONABLE ATTORNEYS' FEES,
COSTS, AND ENHANCEMENT AWARD**

Date: ~~November 13~~ **October 7**, 2024
Time: 10:00 a.m.
Department: 53
Reservation ID: 099330215170

Complaint Filed: July 25, 2022
Trial Date: May 8, 2024

October 7

This matter came on regularly for hearing before this Court on ~~November 13~~, 2024 at 10:00 a.m. Having considered the Parties' PAGA Settlement and Release Agreement ("Settlement"), the documents and evidence presented in support thereof, and recognizing the disputed factual and legal issues involved in this case, the risks of further prosecution, protracted litigation, and costs and expenses associated therewith, the substantial benefits to be received by the State of California and the Aggrieved Employees pursuant to the Settlement, the fair, reasonable, and adequate nature of the settlement obtained as a result of good faith arm's-length negotiations between the parties, the Court hereby makes a final ruling that the settlement is approved pursuant to Labor Code § 2699(l). Good cause appearing therefor, the Court hereby GRANTS Plaintiff's Motion for Settlement Approval of Claims brought under the Private Attorneys General Act and Reasonable Attorneys' Fees, Costs, and Enhancement Award and ORDERS ^{and enters judgment} as follows:

1. The "Aggrieved Employees" shall be defined as:¹
All individuals employed by Defendant as a Customer Service Agent, Customer Service Lead, Customer Service Supervisor, Customer Service Ops. Agent, Customer Service Ticket Agent, Gate Agent or Skycap Agent and who was assigned to work at any time from July 25, 2021 to January 10, 2024 at one of the following California airports: BFL, BUR, FAT, LAX, LGB, ONT, PSP, SAN, SBD, SFO, SMF or SNA.
2. The "PAGA Period" means the time period from July 25, 2021 through January 10, 2024.²
3. The Court hereby approves the Settlement as set forth in the Settlement as fair, reasonable, and adequate, and directs the parties to effectuate the Settlement according to the terms of the Settlement.

¹ All terms and definitions set forth in the Settlement Agreement are incorporated by reference into this Order.

² Based on its records, Defendant estimates that, as of November 10, 2023, there were 597 Aggrieved Employees who worked 21,710 PAGA Pay Periods during the PAGA Period. In the event that the final number of PAGA Pay Periods during the PAGA Period exceeds 23,881 PAGA Pay Periods, Defendant shall either: a) pay a proportionate increase in the Gross Settlement Amount for every Pay Period over 23,881; or b) revise the end date of the PAGA Period so that the PAGA Period includes no more than 23,881 PAGA Pay Periods. Defendant shall make its election at least two weeks before the hearing on Plaintiff's motion for approval of the Settlement. If option "b" is selected, the Parties shall advise the Court at least one week before the aforementioned hearing date. See Settlement, ¶ 8.

1 4. The Court orders that Unifi Aviation, LLC. (Defendant") shall deposit the Gross
2 ~~Settlement Amount of Three Hundred Ninety Thousand Dollars and Zero Cents (\$390,000.00)~~ ^{# 100,000 with} to the
3 Settlement Administrator within thirty (30) calendar days of the Court's Final Judgment approving the
4 settlement becoming Final.

5 5. The Court hereby approves, as to form and content, the Notice of PAGA Settlement and
6 Release of Claims attached to the Settlement as **Exhibit B**, and attached to this Order and Judgment as
7 **Exhibit A**.

8 6. The Court hereby appoints Phoenix Settlement Administrators as Settlement
9 Administrator.

10 7. Within fifteen (15) business days after the Effective Date of this Order is signed by the
11 Court, Defendant shall provide the Settlement Administrator with Aggrieved Employee Data for the
12 Aggrieved Employees. Defendant will in good faith compile from its records a list of Aggrieved
13 Employees that will be in a computer-readable format, such as a Microsoft Excel spreadsheet, and
14 Aggrieved Employee Data includes each Aggrieved Employee's full name, last known mailing
15 address, Social Security numbers and number of PAGA Pay Periods worked during the PAGA Period.
16 The list shall also include the sum total of all pay periods worked by Aggrieved Employees during the
17 PAGA Period.

18 8. Defendant shall submit payment of the GSA within ten (10) business days after the
19 "Effective Date" defined as the date by when all of the following events have occurred: (a) the Court
20 enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The
21 Judgment is final as of the latest of the following occurrences: (a) when the period for filing any appeal,
22 writ or other appellate proceeding opposing the settlement has elapsed without any appeal, writ or other
23 appellate proceeding having been filed; (b) when any appeal, writ or other appellate proceeding
24 opposing the Settlement has been dismissed finally and conclusively with no right to pursue further
25 remedies or relief; or (c) when any appeal, writ or other appellate proceeding has upheld the Court's
26 Final Order and Judgment with no right to pursue further remedies or relief.

1 9. Within seven (7) business days of receiving the Aggrieved Employees' information
2 from Defendants, the Settlement Administrator will circulate to counsel for all Parties an anonymized
3 spreadsheet containing the Individual Settlement Payments to each Aggrieved Employee and the data
4 used to calculate said payments. The Settlement Administrator shall also determine whether the
5 Escalator Clause in Section III.3 of the Settlement has been triggered. The Settlement Administrator
6 shall obtain approval from all counsel for all Parties of the calculations before mailing Individual
7 Settlement Payments. Within two (2) business days of receiving approval from counsel of the payment
8 calculations, Phoenix Settlement Administrators is directed to mail the Individual Settlement Payments
9 and the Notice of Settlement to the Aggrieved Employees. A true and correct copy of the proposed
10 Notice agreed upon by the Parties to be mailed to the Aggrieved Employees is attached hereto as
11 **Exhibit A.**

12 10. The Court finds that attorneys' fees in the total amount of \$33,333.33 for Haines Law
13 Group, APC and Lidman Law, APC (collectively, "Plaintiff's Counsel"), and reimbursement of
14 litigation costs of \$10,616.92 to Plaintiff's Counsel are fair, reasonable, and adequate, and orders that
15 the Settlement Administrator distribute these payments to Plaintiff's Counsel as provided for in the
16 Settlement. Within two (2) business days of receiving approval from counsel of the payment
17 calculations as provided for in Paragraph 9 above, Phoenix Settlement Administrators is directed to
18 distribute to Plaintiff's counsel the Court-approved attorneys' fees and costs.

19 11. The Court orders that the Settlement Administrator shall be paid \$5,995.00 for all of its
20 work done and to be done until the completion of this matter and finds that sum appropriate.

21 12. The Court finds that enhancement award/general release payment of \$5,000.00 to
22 Plaintiff Jennifer Fine, is fair and reasonable in recognition of the unique contributions she has made,
23 the risks she undertook on behalf of the Aggrieved Employees and the State of California. Within two
24 (2) business days of receiving approval from counsel of the payment calculations as provided for in
25 Paragraph 8 above, Phoenix Settlement Administrators is directed to distribute to Plaintiff the Court-
26 approved enhancement award.

1 13. The Court finds that the amount from the Gross Settlement Amount remaining after
2 deductions for: (i) Plaintiff's Counsel's attorneys' fees and costs, (ii) enhancement award to Plaintiff;
3 and (iii) Settlement Administrator fees ("Net Settlement Amount") which is \$45,054.83 shall be
4 distributed as follows: 75% or \$33,791.12 shall to be paid to the California Labor and Workforce
5 Development Agency ("LWDA") and 25% or \$11,263.71 to be distributed to the Aggrieved
6 Employees *pro rata* based on the proportional number of pay periods worked by each Aggrieved
7 Employee during the PAGA Period, as provided for in the Settlement. The Court finds that these
8 amounts and the distribution formula as set forth in the Settlement is fair, adequate, and reasonable,
9 and orders that payment be made to the LWDA and Aggrieved Employees in accordance with the
10 terms of the Settlement.

11 14. The Court hereby approves the limited scope of the release as set forth in the Settlement.
12 Specifically, following entry of this Order and Final Judgment, Plaintiff, the State of California, and
13 all Aggrieved Employees shall and will fully and finally release Defendant and its former, present and
14 future owners, parents, subsidiaries, franchisees, and/or affiliates; all of their current, former and future
15 officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers,
16 agents, predecessors, successors, assigns, heirs, administrators, executors, joint venturers, accountants,
17 insurers, reinsurers, and/or legal representatives; and any individual and/or entity acting on behalf of
18 or concert with Defendant or which could be jointly liable with respect to this Action (hereinafter the
19 "Released Parties") from and with respect to any and all claims, rights, demands, liabilities and causes
20 of action for civil penalties under the Labor Code and Private Attorneys General Act ("PAGA"), Labor
21 Code § 2698 et seq., against the Released Parties as pled, or could have been pled based on the facts
22 alleged, in the operative complaint in the Action and any future amendments to the operative complaint,
23 including all claims for PAGA penalties arising from Defendant's alleged failure to provide suitable
24 seating to the Aggrieved Employees as required by any applicable IWC Wage Order and/or California
25 Labor Code sec. 1198, as well as including any related claims for attorneys' fees, costs, expenses,
26 penalties, declaratory relief, restitution, and/or interest resulting therefrom ("PAGA Released
27 Claims").
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1 15. In her capacity as a Private Attorney General or “aggrieved employee” acting on behalf
2 of herself, the State of California, and Aggrieved Employees, and in consideration of the enhancement
3 award awarded to her, upon the Effective Date of this Settlement, Plaintiff and her respective former
4 and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs,
5 administrators, successors, and assigns generally, release and discharge Released Parties from all
6 claims, transactions, or occurrences arising from Plaintiff’s employment with Defendant or the
7 termination thereof (“Plaintiff’s Release”). Plaintiff’s Release does not extend to any claims or actions
8 to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability
9 benefits, social security benefits, or workers’ compensation benefits. Plaintiff acknowledges that
10 Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now
11 knows or believes to be true but agrees, nonetheless, that Plaintiff’s Release shall be and remain
12 effective in all respects, notwithstanding such different or additional facts or Plaintiff’s discovery of
13 them. Furthermore, notwithstanding this general release or the 1542 release, Plaintiff shall be entitled
14 to participate as a class and/or PAGA member (to the extent she qualifies as such) in and receive any
15 monies from any pending or future action, including, without limitation the action entitled *Cortes v.*
16 *DAL Global Services, LLC*, San Mateo County Case No. 21-CIV06480. For avoidance of doubt, in
17 the event any class and/or PAGA settlement excludes individuals who have signed a general release of
18 their claims against one of the Released Parties herein, Plaintiff shall be excluded from that settlement.

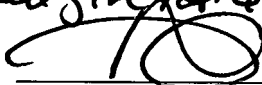
19 16. Plaintiff also hereby releases Defendant and Released Parties from any and all of the
20 PAGA Released Claims that arose during the PAGA Period. Moreover, Plaintiff specifically
21 represents, warrants, acknowledges, affirms, and agrees that upon approval of this Settlement by the
22 Court, she is forever releasing and discharging all of her individual claims for civil penalties under the
23 PAGA and that he therefore will no longer be an “aggrieved employee” under PAGA, and that, except
24 to seek approval of the Settlement pursuant to California Labor Code section 2699(l), she will have no
25 standing to act as a named or representative plaintiff in any action against Defendant or with any of the
26 other Released Parties under PAGA based upon any event occurring prior to the date of execution of
27 this Agreement. That is, Plaintiff specifically represents, warrants, acknowledges, affirms, and agrees
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1 that she would be barred under claim and issue preclusion, to the fullest extent permissible, from
2 bringing any subsequent administrative action, civil action, or arbitration under PAGA based upon any
3 event occurring prior to the date of execution of the Settlement Agreement.

4 17. Unless otherwise set forth under the Settlement to the contrary, the Released Claims
5 herein do not release the Released Parties from any underlying Labor Code violations upon which
6 Plaintiff's Cause of Action for PAGA is based.

7 18. Upon entry of this Final Order and Judgment, the Court permanently enjoins and forever
8 bars Plaintiff and the Aggrieved Employees from instituting or prosecuting any action, claim, cause of
9 action, and/or issue against the Released Persons which was and/or were resolved as part of the
10 Settlement. Without affecting the finality of this Final Order and Judgment in any way, the Court
11 retains jurisdiction to enforce the terms of the Settlement.

12 19. Plaintiff shall file a declaration confirming the final distribution of funds on or before
13 December 31, 2024.

14 IT IS SO ORDERED and Judgment is entered according to the
15 terms set forth above. Plaintiff shall give notice of this order and
16 Dated: OCT 07 2024, 2024 By:  *judgment.*
17 Honorable Robert B. Broadbelt;
18 Judge of the Superior Court
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EXHIBIT A

1 **NOTICE OF PAGA SETTLEMENT**

2 ***Jennifer Fine v. DAL Global Services, Inc., et al.***
3 Los Angeles County Superior Court Case No. 22STCV23857

4 <<Name>>
5 <<Address>>
6 <<City>>, <<State>> <<Zip Code>>
7 XX - XX - _ _ _ _ _

8 **I. NOTICE OF PAGA SETTLEMENT**

9 Plaintiff Jennifer Fine ("Plaintiff"), a former employee of Unifi Aviation, LLC f/k/a DAL Global
10 Services, Inc. ("JTS"), commenced the above-referenced lawsuit in the California Superior Court for
11 the County of Los Angeles on or about July 25, 2022 ("Action"). This Action was alleged on behalf of
12 herself, the State of California, and other certain former and current hourly, non-exempt employees of
13 Defendant who worked as a Customer Service Agent, Customer Service Lead, Customer Service
14 Supervisor, Customer Service Ops. Agent, Customer Service Ticket Agent, Gate Agent or Skycap
15 Agent at one of the following California airports: BFL, BUR, FAT, LAX, LGB, ONT, PSP, SAN, SBD,
16 SFO, SMF or SNA ("Aggrieved Employees").

17 Specifically, in this Action, Plaintiff sought to recover civil penalties for alleged violations of the
18 California Labor Code on behalf of the California Labor and Workforce Development Agency
19 ("LWDA") and other Aggrieved Employees under the California Private Attorneys General Act (the
20 "PAGA"). These civil penalties are based on Plaintiff's allegations that Defendant failed to provide
21 suitable seating to the Aggrieved Employees as required by any applicable IWC Wage Order and/or
22 California Labor Code sec. 1198. Defendant denies all liability and allegations raised under Plaintiff's
23 operative complaint, and has raised various defenses to the claims asserted by Plaintiff. Defendant
24 contends that it has at all times complied with applicable federal, state, and local laws and regulations.

25 On [INSERT DATE OF APPROVAL ORDER], the Los Angeles County Superior Court (the
26 "Court") issued an Order approving settlement of the claims advanced by Plaintiff pursuant to the
27 PAGA, Labor Code section 2698 et seq. The Settlement reached by and between the Parties is neither
28 an admission of any liability or wrongdoing by Defendant nor an indication that any laws, codes, and/or
29 regulations were violated. The Court has not made any determination(s), finding(s), and/or ruling(s)
30 with respect to the merits, claims, causes of action, and/or allegations advanced by Plaintiff.

31 Accordingly, this Notice is not to be understood or interpreted as an expression of any opinion, finding,
32 and/or ruling by the Court as to the merits of Plaintiff's claims set forth in this Action. This Settlement
33 has been entered into by Defendant purposes of compromising and settling the Action to avoid the cost
34 and operational burden of continued litigation.

35 As such, you are receiving this Notice because you are in the group of employees referred to as
36 "Aggrieved Employees," which is defined as: "any individual employed by Defendant as a Customer
37 Service Agent, Customer Service Lead, Customer Service Supervisor, Customer Service Ops. Agent,
38 Customer Service Ticket Agent, Gate Agent or Skycap Agent and who was assigned to work at one of
39 the following California airports during the PAGA Period: BFL, BUR, FAT, LAX, LGB, ONT, PSP,
40 SAN, SBD, SFO, SMF or SNA at any time from July 25, 2021 through January 10, 2024." The
41 foregoing period of time is the PAGA Period applicable to this Action.

1 **II. INDIVIDUAL PAGA PAYMENT**

2 Each individual PAGA payment was calculated on a pro rata basis (*i.e.*, proportional) based on the
3 number of pay periods worked by each Aggrieved Employee in the PAGA Period. Your individual
4 PAGA payment has been calculated at \$[AMOUNT PAID TO THIS EMPLOYEE]. Your payment
is enclosed with this Notice.

5 Please Note: One hundred percent (100%) of your Individual PAGA Payment under this Settlement will
6 be considered penalties reported on an IRS Form 1099, and may be subject to local, state, or federal tax
7 withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax
8 advisors as to the tax consequences, if any, of your individual PAGA payment. Neither Plaintiff nor
9 Defendant has made any representations or warranties regarding the taxation of your Individual PAGA
payment. Nothing within this notice or any other communication shall constitute or be construed or
relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31
C.F.R. Part 10, as amended).

10 **III. RELEASE**

11 The Court has approved the Parties' Settlement Agreement ("Settlement"). By operation of the
12 Settlement's terms, Plaintiff, the State of California and all Aggrieved Employees, including you, have
13 fully and finally released Defendant and its former, present and future owners, parents, subsidiaries,
14 franchisees, and/or affiliates; all of their current, former and future officers, directors, members,
15 managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors,
16 successors, assigns, heirs, administrators, executors, joint venturers, accountants, insurers, reinsurers,
17 and/or legal representatives; and any and all persons and/or entities acting under, by, through, or in
18 concert with any of them ("Released Parties") from any and all claims, rights, demands, liabilities and
19 causes of action for civil penalties under the Labor Code and Private Attorneys General Act ("PAGA"),
Labor Code § 2698 et seq., against the Released Parties as pled, or could have been pled based on the
facts alleged, in the operative complaint in the Action, any future amendments to the operative
complaint, including the failure to provide suitable seating to the Aggrieved Employees as required by
any applicable IWC Wage Order and/or California Labor Code sec. 1198, as well as including any
related claims for attorneys' fees, costs, expenses, penalties, declaratory relief, restitution, and/or
interest resulting therefrom ("PAGA Released Claims").

20 Upon entry of the Order approving the Settlement, and the Superior Court's Final Judgment issued
21 becoming final, any Aggrieved Employee covered by this Agreement (including you) will be barred
22 from proceeding with any of the PAGA Released Claims released by the Settlement.

23 **IV. SETTLEMENT ADMINISTRATOR**

24 **PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.**

25 You may call the Settlement Administrator, [] at [INSERT ADMINISTRATOR INFO
26 INCLUDING ADDRESS, PHONE NUMBER, FAX NUMBER AND EMAIL] with any questions.

27 Settlement checks will be valid for 180 days from the date of issuance. It is strongly encouraged that
28 you cash or deposit this check as soon as possible following receipt. If not deposited or cashed within
180 days from the date of issuance, settlement checks will be determined to be void. In such event, the
Settlement Administrator shall direct all unclaimed funds to the California State Controller's Office
under the unclaimed property laws in the name of the Aggrieved Employee to whom the check was

issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

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EXHIBIT A