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SUPERIOR COURT OF THE STATE OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

YVETTE MOLINA, an individual, on
behalf of herself and on behalf of all persons
similarly situated,

Plaintiff,

vs.

HAWAIIAN AIRLINES, INC., a
Corporation; and DOES 1 through 50,
inclusive,

Defendants.

Case No. 20STCV28079

[PROPOSED] JUDGMENT

Hearing Date: November 16, 2022
Hearing Time: 9:00 AM

Honorable Judge Maren Nelson
Department 17

Trial Date: Not Set
Action Filed: July 23, 2020

Plaintiff's motion for an order finally approving the Second Amended Stipulation of Class Action Settlement and Release of Claims ("Agreement") and Motion for Class Counsel Award and Class Representative Service Award duly came on for hearing on November 16, 2022, before the above-entitled Court. The parties having settled this action and the Court having entered an Order Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause appearing therefor,

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1 **IT IS HEREBY ORDERED, ADJUDICATED and DECREED THAT:**

2 1. The certification of the Settlement Class is confirmed for the purposes of
3 settlement. The Class is defined as “all non-exempt Clerical, Office, Stores, Fleet and Passenger
4 Service Employees under the collective bargaining agreement between Defendant and the
5 International Association of Machinists and Aerospace Workers (AFL-CIO) (“IAMC”) during the
6 Class Period.” The Class Period is defined as the period between April 6, 2016, to August 31,
7 2021.

8 2. All persons who meet the foregoing definition are members of the Settlement
9 Class, except for those individuals who filed a valid request for exclusion (“opt out”) from the
10 Class.

11 3. Except as set forth in the Agreement, the Order Granting Motion for Final
12 Approval of Class Action and PAGA Settlement and this Final Judgment, Plaintiff, and all
13 members of the Settlement Class, shall take nothing in the Action. Each party shall bear its own
14 attorneys’ fees and costs, except as otherwise provided in the Agreement, the Order Granting
15 Motion for Final Approval of Class Action and PAGA Settlement and in this Final Judgment.

16 4. The Court shall retain jurisdiction to construe, interpret, implement, and enforce the
17 Agreement, to hear and resolve any contested challenge to a claim for settlement benefits, and to
18 supervise and adjudicate any dispute arising from or in connection with the distribution of
19 settlement benefits.

20 5. As of the date the Defendant funds the Gross Settlement Amount, each Class
21 Member who has not validly opted out has released the “Released Class Claims” against the
22 Defendant and all of the “Released Parties” as set forth in the Agreement.

23 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
24 The Released Class Claims are defined as all class action claims arising out of or reasonably
25 related to the factual allegations pled in the operative First Amended Complaint in the Action
26 which occurred during the Class Period. The Released Class Claims include but are not limited to
27 all claims arising out of or reasonably related to unpaid minimum wage and overtime resulting
28 from off-the-clock work during the Class Period. Upon entry of final judgment and funding in full

1 of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class Members will
2 release Defendant and the Released Parties from all remedies that could be claimed in connection
3 with the Released Claims including, but not limited to, statutory, constitutional, contractual
4 damages, unpaid costs, penalties, punitive damages, interest, attorneys' fees, litigation costs,
5 restitution, and equitable relief. Released Class Claims do not include any claims an individual
6 Class Member may have against themselves and/or another individual Class Member that do not
7 arise out of or are unrelated to the factual allegations pled in the operative First Amended
8 Complaint. The "Released Parties" means Defendant and all affiliated predecessor and successor
9 entities, and each such entity's respective present and former subsidiaries, affiliates, parents,
10 agents, exempt employees, members, investors, partners, owners, directors, officers, attorneys,
11 trustees, insurers, representatives, predecessors, successors, and assigns.

12 7. As of the date the Defendants funds the Gross Settlement Amount, the Plaintiff, the
13 Labor and Workforce Development Agency ("LWDA"), the State of California, and each
14 "Aggrieved Employee" has released the Released Parties from the "Released PAGA Claims" for
15 the "PAGA Period" as set forth in the Agreement.

16 8. As used in paragraph 7 above, the quoted terms have the meanings set forth below:
17 The Aggrieved Employees are defined as all non-exempt Clerical, Office, Stores, Fleet and
18 Passenger Service Employees under the collective bargaining agreement between Defendant and
19 the IAMC, who are or previously were employed by Defendant in California during the PAGA
20 Period. The Released PAGA Claims are defined as any and all claims for civil penalties, fees and
21 costs arising under PAGA expressly alleged in the operative First Amended Complaint in the
22 Action and Plaintiff's notice letter to the LWDA which occurred during the PAGA Period. The
23 PAGA Period means the period of April 6, 2019 through and including August 31, 2021.

24 9. This Court hereby grants final approval and awards the following: (i) \$268,812.12
25 for the Class Counsel Award comprised of one-third of the Gross Settlement Amount, or Two
26 Hundred Fifty Thousand Dollars (\$250,000.00) and litigation expenses in the amount of Eighteen
27 Thousand, Eight Hundred Twelve Dollars and Twelve Cents (\$18,812.12); (ii) the Class
28 Representative Service Award to Class Representative, Yvette Molina, in the amount of Ten

1 Thousand Dollars and Zero Cents (\$10,000.00) in exchange for a general release; (iii) settlement
2 administration costs of Nine Thousand, Seven Hundred Eighty Dollars and Fifty Cents
3 (\$9,780.50) to ILYM Group, Inc. ("Settlement Administration Cost"); and (iv) Thirty Thousand
4 Dollars and Zero Cents (\$30,000.00) (75% of the PAGA Settlement) to the Labor and Workforce
5 Development Agency ("LWDA Payment").

6 10. Plaintiff shall give notice of this Judgment to the Labor and Workforce
7 Development Agency within ten (10) days after entry of the Judgment or order pursuant to
8 California Labor Code section 2699(1)(3).

9 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
10 **ORDERED.**

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13 DATED: _____, 2022

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16 Hon. Maren Nelson
17 Judge, Superior Court for the State of California,
18 County of Los Angeles
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