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Attorneys for Plaintiff YVETTE MOLINA

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

FILED
 Superior Court of California
 County of Los Angeles
11/23/2022

Sherri R. Carter, Executive Officer / Clerk of Court

By: N. Navarro Deputy

1 Order Granting Motion for Final Approval of Class Action and PAGA Settlement and good cause
2 appearing therefor,

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

4 1. The certification of the Settlement Class is confirmed for the purposes of
5 settlement. The Class is defined as “all non-exempt Clerical, Office, Stores, Fleet and Passenger
6 Service Employees under the collective bargaining agreement between Defendant and the
7 International Association of Machinists and Aerospace Workers (AFL-CIO) (“IAMC”) during the
8 Class Period.” The Class Period is defined as the period between April 6, 2016, to August 31,
9 2021.

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

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

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

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

25 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:
26 The Released Class Claims are defined as all class action claims arising out of or reasonably
27 related to the factual allegations pled in the operative First Amended Complaint in the Action
28 which occurred during the Class Period. The Released Class Claims include but are not limited to

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

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

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

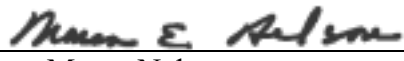
26 9. This Court hereby grants final approval and awards the following: (i) \$268,812.12
27 for the Class Counsel Award comprised of one-third of the Gross Settlement Amount, or Two
28 Hundred Fifty Thousand Dollars (\$250,000.00) and litigation expenses in the amount of Eighteen

1 Thousand, Eight Hundred Twelve Dollars and Twelve Cents (\$18,812.12); (ii) the Class
2 Representative Service Award to Class Representative, Yvette Molina, in the amount of Five
3 Thousand Dollars and Zero Cents (\$5,000.00) in exchange for a general release; (iii) settlement
4 administration costs of Nine Thousand, Seven Hundred Eighty Dollars and Fifty Cents
5 (\$9,780.50) to ILYM Group, Inc. ("Settlement Administration Cost"); and (iv) Thirty Thousand
6 Dollars and Zero Cents (\$30,000.00) (75% of the PAGA Settlement) to the Labor and Workforce
7 Development Agency ("LWDA Payment").

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

11 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO**
12 **ORDERED.**

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14 DATED: 11/23/2022, ~~2022~~
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18 Hon. Maren Nelson
19 Judge, Superior Court for the State of California,
20 County of Los Angeles
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