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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] ORDER GRANTING FINAL
APPROVAL**

Date: November 16, 2022
Time: 9:00 a.m.

Judge: Hon. Maren Nelson
Dept.: 17

1 Plaintiff's motion for an order finally approving the Second Amended Stipulation of Class
2 Action Settlement and Release of Claims ("Agreement") and motion for an award of attorneys'
3 fees, costs and service awards duly came on for hearing on November 16, 2022, before the above-
4 entitled Court. Zakay Law Group, APLC and the JCL Law Firm, APC appeared on behalf of
5 Plaintiff YVETTE MOLINA ("Plaintiff"). Davis Wright Tremaine LLP appeared on behalf of
6 Defendant HAWAIIAN AIRLINES, INC. (hereinafter "Defendant").

7 **I.**

8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

11 1. All capitalized terms used herein shall have the same meaning as defined in
12 the Agreement.

13 2. This Court has jurisdiction over the subject matter of this litigation pending
14 in the California Superior Court for the County of Los Angeles ("Court"), Case No.
15 20STCV28079, entitled *Molina v. Hawaiian Airlines, Inc.*, and over all Parties to this litigation,
16 including the Class.

17 **Preliminary Approval of the Settlement**

18 3. On July 12, 2022, the Court granted preliminary approval of a class-wide
19 settlement. At this same time the court approved certification of a provisional settlement class for
20 settlement purposes only. The Court confirms this Order and finally approves the settlement and
21 the certification of the Class.

22 **Notice to the Class**

23 4. In compliance with the Preliminary Approval Order, the Notice Packet was
24 mailed by first class mail to the Class Members at their last known addresses on August 5, 2022.
25 Mailing of the Notice Packet to their last known addresses was the best notice practicable under
26 the circumstances and was reasonably calculated to communicate actual notice of the litigation
27 and the proposed settlement to the members of the Class Members. The Court finds that the
28 Notice Packet provided fully satisfies the requirements of California Rules of Court, rule 3.769.

1 5. The Response Deadline for opting out or objecting was September 19,
2 2022. There was an adequate interval between notice and deadline to permit Class Members to
3 choose what to do and act on their decision. No Class Members objected. No Class Members
4 requested exclusion.

5 **Fairness Of The Settlement**

6 6. The Agreement provides for a Gross Settlement Amount of \$750,000.00.
7 The Agreement is entitled to a presumption of fairness. (*Dunk v. Ford Motor Co.* (1996) 48
8 Cal.App.4th 1794, 1801.)

9 a. The settlement was reached through arms-length bargaining between
10 the Parties. There is no evidence of any collusion between the Parties in reaching the proposed
11 settlement.

12 b. The Parties' investigation and discovery have been sufficient to
13 allow the Court and counsel to act intelligently.

14 c. Counsel for all parties are experienced in similar employment class
15 action litigation and have previously settled similar class claims on behalf of employees claiming
16 compensation. All counsel recommended approval of the Settlement.

17 d. The percentage of objectors and requests for exclusion is small. No
18 objections were received. No requests for exclusion were received.

19 e. The participation rate is high. All Class Members will be
20 participating in the Settlement and will be sent settlement payments.

21 7. The consideration to be given to the Class Members under the terms of the
22 Agreement is fair, reasonable, and adequate considering the strengths and weaknesses of the
23 claims asserted in this Action and is fair, reasonable, and adequate compensation for the release of
24 the Released Class Claims and Released PAGA Claims, given the uncertainties and risks of the
25 litigation and the delays which would ensue from continued prosecution of the Action.

26 8. The Agreement is finally approved as fair, adequate, and reasonable and in
27 the best interests of the Settlement Class Members.

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1 **Attorneys' Fees and Litigation Expenses**

2 9. The Agreement provides for a Class Counsel Award in the amount of up to
3 Two Hundred Sixty-Eight Thousand, Eight Hundred Twelve Dollars and Twelve Cents
4 (\$268,812.12). Subject to Court approval, the Class Counsel Award consists of attorneys' fees
5 equal to one-third (1/3) of the Gross Settlement Amount, or Two Hundred Fifty Thousand Dollars
6 and Zero Cents (\$250,000.00) and reimbursement of costs and expenses in the amount of Eighteen
7 Thousand, Eight Hundred Twelve Dollars and Twelve Cents (\$18,812.12).

8 10. A Class Counsel Award of Two Hundred Sixty-Eight Thousand, Eight
9 Hundred Twelve Dollars and Twelve Cents (\$268,812.12) comprised of attorneys' fees in the
10 amount of Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) and
11 reimbursement of actually incurred costs and expenses in the amount of Eighteen Thousand, Eight
12 Hundred Twelve Dollars and Twelve Cents (\$18,812.12) is reasonable in light of the contingent
13 nature of Class Counsel's fee, the hours worked by Class Counsel, and the results achieved by
14 Class Counsel. The requested attorneys' fee award represents 1/3 of the common fund, which is
15 reasonable and at the low end of the range for fee awards in common fund cases and is supported
16 by Class Counsel's lodestar.

17 **Class Representative Service Award**

18 11. The Agreement provides for a Class Representative Service Award of up to
19 Ten Thousand Dollars and Zero Cents (\$10,000.00) for Plaintiff, Yvette Molina, subject to the
20 Court's approval. The Court finds that the amount of Ten Thousand Dollars and Zero Cents
21 (\$10,000.00) is reasonable in light of the risks and burdens undertaken by the Plaintiff in this class
22 action litigation.

23 **Settlement Administration Costs**

24 12. The Agreement provides for Settlement Administration Costs to be paid in
25 an amount not to exceed \$10,000.00. The Declaration of the Settlement Administrator provides
26 that the actual claims administration expenses were \$9,780.00. The amount of this payment is
27 reasonable in light of the work performed by the Settlement Administrator.

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1. The Class is certified for the purposes of settlement only. The Settlement Class is hereby defined to include:

2. Every person in the Class who did not opt out is a Settlement Class Member. The Court finds, based on the declaration of the Settlement Administrator, that zero Class Members opted-out of the Settlement.

4. Class Counsel are awarded attorneys' fees in the amount \$268,812.12 for the Class Counsel Award comprised of one-third of the Gross Settlement Amount, or Two Hundred Fifty Thousand Dollars (\$250,000.00) and litigation expenses in the amount of Eighteen Thousand, Eight Hundred Twelve Dollars and Twelve Cents (\$18,812.12. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendants, Plaintiff, or members of the Class.

6. The payment of \$9,780.00 to the Settlement Administrator for Settlement Administration Costs is approved.

7. The PAGA Settlement Payment of \$40,000.00 is hereby approved as fair, reasonable, adequate and adequately protects the interests of the public and the LWDA. Further,

1 the Court finds that Plaintiff and Class Counsel negotiated the PAGA Settlement at arms-length,
2 absent of any fraud or collusion.

3 8. Final Judgment is hereby entered in this action. The Final Judgment shall
4 bind each Settlement Class Member. The Final Judgment shall operate as a full release and
5 discharge of Defendant and the Released Parties from all class action claims arising out of or
6 reasonably related to the factual allegations pled in the operative First Amended Complaint in the
7 Action which occurred during the Class Period. The Released Class Claims include but are not
8 limited to all claims arising out of or reasonably related to unpaid minimum wage and overtime
9 resulting from off-the-clock work during the Class Period. Upon entry of final judgment and
10 funding in full of the Gross Settlement Amount by Defendant, Plaintiff and the Settlement Class
11 Members will release Defendant and the Released Parties from all remedies that could be claimed
12 in connection with the Released Claims including, but not limited to, statutory, constitutional,
13 contractual damages, unpaid costs, penalties, punitive damages, interest, attorneys' fees, litigation
14 costs, restitution, and equitable relief. Released Class Claims do not include any claims an
15 individual Class Member may have against themselves and/or another individual Class Member
16 that do not arise out of or are unrelated to the factual allegations pled in the operative First
17 Amended Complaint. To the extent employees are required to "opt-in" to have this release be
18 deemed effective under federal law, the acceptance and negotiation of any settlement check shall
19 be deemed effective for that purpose.

20 9. Final Judgment shall also bind Plaintiff, acting on behalf of the State of
21 California and all Aggrieved Employees, pursuant to the California Labor Code Private Attorneys'
22 General Act ("PAGA") and shall release Defendant and the Released Parties from any and all
23 claims for civil penalties, fees and costs arising under PAGA expressly alleged in the operative
24 First Amended Complaint in the Action and Plaintiff's notice letter to the LWDA which occurred
25 during the PAGA Period.

26 10. The term "Aggrieved Employees" is hereby defined to include all non-
27 exempt Clerical, Office, Stores, Fleet and Passenger Service Employees under the collective
28 bargaining agreement between Defendant and the International Association of Machinists and

1 Aerospace Workers (AFL-CIO), who are or previously were employed by Defendant in California
2 during the PAGA Period. The PAGA Period means the period between April 6, 2019, through
3 and including August 31, 2021.

4 11. In addition to the release given by each Settlement Class Member, Plaintiff
5 also generally releases Defendant and the Released Parties from any and all claims as set forth in
6 the General Release by Plaintiff in the Agreement.

7 12. The Agreement is not an admission by Defendant, nor is this Final
8 Approval Order and Judgment, a finding of the validity of any claims in the Action or of any
9 wrongdoing by Defendant. Neither this Final Approval Order, the Settlement, nor any document
10 referred to herein, nor any action taken to carry out the Settlement is, may be construed as, or may
11 be used as an admission by or against Defendant of any fault, wrongdoing, or liability whatsoever.
12 The entering into or carrying out of the Agreement, and any negotiations or proceedings related
13 thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or
14 concession with regard to the denials or defenses by Defendant and shall not be offered in
15 evidence in any action or proceeding against Defendant in any court, administrative agency or
16 other tribunal for any purpose as an admission whatsoever other than to enforce the provisions of
17 this Final Approval Order and Judgment, the Settlement, or any related agreement or release.
18 Notwithstanding these restrictions, any of the Parties may file in the Action or in any other
19 proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and
20 records on file in the Action as evidence of the Settlement to support a defense of res judicata,
21 collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the
22 claims being released by the Settlement.

23 13. Notice of entry of this Final Approval Order and Judgment shall be given to
24 Class Counsel on behalf of Plaintiff and all Class Members. It shall not be necessary to send
25 notice of entry of this Final Approval Order and Judgment to individual Class Members and the
26 Final Approval Order and Judgment shall be posted on Settlement Administrator's website as
27 indicated in the Notice Packet.

14. After entry of Final Judgment, the Court shall retain jurisdiction to construe, interpret, implement, and enforce the Settlement, to hear and resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute arising from or in connection with the distribution of settlement benefits.

15. If the Settlement does not become final and effective in accordance with the terms of the Settlement, resulting in the return and/or retention of the Gross Settlement Amount to Defendant consistent with the terms of the Settlement, then this Final Approval Order and Judgment, and all orders entered in connection herewith shall be rendered null and void and shall be vacated.

IT IS SO ORDERED.

DATED: _____, 2022

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