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Attorneys for Plaintiff

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

**DECLARATION OF JEAN-CLAUDE
LAPUYADE, ESQ. IN SUPPORT OF
PLAINTIFF'S MOTION FOR FINAL
APPROVAL OF CLASS AND PAGA ACTION
SETTLEMENT**

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

Judge: Hon. Maren Nelson
Dept.: 17

1 I, Jean-Claude Lapuyade, Esq., declare as follows:

2 1. I am over eighteen years of age and if called as a witness, I could and would competently
3 testify to the following facts from my own personal knowledge. I am an attorney-at-law and the owner
4 of the law firm of JCL LAW FIRM, APC (hereinafter "Class Counsel"). I am counsel of record for
5 Plaintiff YVETTE MOLINA (hereafter "Plaintiff" or "Class Representative") in this wage and hour
6 class action filed against Defendant HAWAIIAN AIRLINES, INC. (hereinafter "Defendant").

7 2. This declaration is being submitted in support of Plaintiff's Motion for Final Approval of
8 Class Action and PAGA Settlement.

9 3. Attached hereto as **Exhibit "A"** are true and correct copies of the fully executed Second
10 Amended Stipulation of Class Action Settlement and Release of Claims (hereinafter collectively
11 "Settlement Agreement").

12 4. Attached hereto as **Exhibit "B"** is a true and correct copy of the conformed July 12, 2022,
13 Preliminary Approval Order.

14 5. Attached hereto as **Exhibit "C"** is a true and correct copy of the October 25, 2021, proof
15 of filing the proposed Settlement with the LWDA.

16 6. Attached hereto as **Exhibit "D"** is a true and correct copy of the October 24, 2022, proof
17 of filing this motion seeking final approval of this Settlement with the LWDA.

18 7. Attached hereto as **Exhibit "E"** is a true and correct copy of the JCL Law Firm, APC,
19 "Time and Billing Journal" as of October 24, 2022.

20 8. Attached hereto as **Exhibit "F"** is a true and correct copy of the JCL Law Firm, APC,
21 "Transaction Summary" as of October 24, 2022.

22 9. Attached hereto as **Exhibit "G"** is a true and correct copy of the JCL Law Firm, APC,
23 Firm Resume.

24 **I. INTRODUCTION**

25 10. An objective evaluation of the proposed settlement of Seven Hundred Fifty Thousand
26 Dollars (\$750,000.00) ("Gross Settlement Amount") confirms that the relief negotiated on behalf of the
27 Settlement Class is fair, reasonable, and valuable. The Settlement is a product of informed, adversarial,

and non-collusive negotiations, between experienced counsel, and presided over by Mark Rudy, Esq., a well-respected wage and hour class action mediator. After deducting any Court-approved attorneys' fees and costs, class representative incentive payments, administration costs, and the payments to the Labor & Workforce Development Agency ("LWDA"), the net settlement fund shall be distributed to the Settlement Class based on the number of Workweeks they worked while employed by Defendant during the Class Period. *The Class greeted news of the Settlement with unanimous approval.*¹ There are zero opt-outs and zero objections to the Settlement. The unanimous approval by the Settlement Class evidences the clear fairness and reasonableness of the Settlement.

11. This Settlement provides substantial recovery to Settlement Class Members. Plaintiff estimates that the Settlement, if approved, would result in a Net Settlement Amount of approximately **\$415,219.50**. This will result in an average Individual Settlement Payment of **\$1,243.17**, a high payment of **\$4,010.31**, and a low payment of **\$65.39**. Aggrieved Employees will receive an estimated average gross payment of **\$41.84**, a high payment of **\$113.32**, and a low payment of **\$1.27**.

12. The relief offered by the Settlement is immediate and is particularly impressive when viewed against the difficulties encountered by plaintiffs pursuing similar wage and hour cases (*see infra*). Indeed, by settling now rather than proceeding to trial, the Settlement Class will not have to wait (possibly years) for relief, nor will they have to bear the risks associated with prolonged and uncertain litigation.

13. As discussed below, the proposed Settlement satisfies all criteria for final settlement approval under California law and falls well within the range of reasonableness. Accordingly, the Class Representative and Class Counsel respectfully request this Court grant final approval of the Agreement and entry of the proposed Final Approval Order and Judgment.

II. OVERVIEW OF THE LITIGATION

14. Defendant operates a fleet of more than sixty (60) commercial airplanes connecting the Hawaiian Islands with sixteen (16) North American and ten (10) international destinations, including eight (8) gateway cities in California. Plaintiff has worked for Defendant since April 2016 as a customer

¹ 4 Notices were deemed undeliverable. ILYM Dec. at ¶¶ 10.

1 service agent at the Los Angeles International Airport. Throughout her employment, Defendant
2 classified Plaintiff as a non-exempt employee, paid on an hourly basis, eligible to earn certain non-
3 discretionary compensation, and entitled to legally mandated meal and rest periods, minimum wages,
4 and overtime wages. Throughout Plaintiff's employment, Plaintiff has been subject to the collective
5 bargaining agreement between Defendant and the IAMC, the "Ka 'Ike Pono – Hawaiian Airlines
6 Employee Handbook" and the "Hawaiian Airlines California Employee Handbook Supplement."

7 15. Generally, Plaintiff claims that Defendant miscalculated the regular rate for purposes of
8 overtime compensation and redeemed sick pay, maintained unlawful meal and rest period policies and
9 practices, failed to pay for time spent waiting for and undergoing mandatory security checks, issued
10 inaccurate itemized wage statements, and failed to pay all wages when due. Defendant forcefully denies
11 liability for each of Plaintiff's claims. Further, Defendant asserts that it fully complied with all
12 applicable employment laws and raised several other significant defenses to Plaintiff's claims,
13 including, but not limited to, compliant compensation policies and practices.

14 16. On May 12, 2020, Plaintiff filed a Notice of Violations ("PAGA Notice") with the Labor
15 and Workforce Development Agency ("LWDA") and served the same on Defendant. Plaintiff's PAGA
16 Notice set forth the facts and theories supporting Defendant's alleged violations of various California
17 Labor Code and applicable Industrial Welfare Commissions ("IWC") Wage Order and of her intent to
18 pursue claims under the California Labor Code Private Attorneys General Act, Cal. Lab. Code sections
19 2698, *et seq.*

20 17. On July 23, 2020, Plaintiff filed a class action complaint in the Los Angeles Superior
21 Court, Case Number 20STCV28079 for: (1) Unfair Competition in Violation of California Business
22 and Professions Code §§ 17200; (2) Failure to Pay Minimum Wages in Violation of California Labor
23 Code §§ 1194, 1197 and 1197.1.; (3) Failure to Pay Overtime Wages in Violation of California Labor
24 Code §§ 510 *et seq.*; (4) Failure to Provide Required Meal Periods in Violation of Cal. Lab. Code §§
25 226.7 and 512 and the Applicable IWC Wage Order; (5) Failure to Provide Required Rest Periods in
26 Violation of Cal. Lab. Code §§ 226.7 and 512 and the Applicable IWC Wage Order; (6) Failure to
27 Provide Accurate Itemized Wage Statements in Violation of Cal. Lab. Code §226; (7) Failure to

1 Reimburse Employees for Required Expenses in Violation of Cal. Lab. Code § 2802; and (8) Failure to
2 Provide Wages When Due in Violation of Cal. Lab. Code §§ 201, 202 and 203.

3 18. Subsequently, on November 3, 2020, Plaintiff filed the operative First Amended
4 Complaint alleging a ninth cause of action for violations of the California Labor Code Private Attorney
5 General Act (“PAGA”). Thereafter, Defendant answered the First Amended Complaint.

6 19. Prior to conducting any formal discovery, the Parties agreed to mediate the Action. To
7 prepare for mediation, Defendant agreed to informally produce certain documents and data points
8 subject to the mediation privilege. Pursuant to that agreement, Defendant produced roughly 100% of
9 the Class Members’ time and payroll data along with relevant policies applicable to Class Members. As
10 discussed *infra*, Plaintiff’s counsel retained the Eric Lietzow Desmond, Marcello & Amster (“DMA”),
11 to analyze Defendant’s time and payroll data.

12 20. On June 3, 2021, the Parties participated in a full day mediation with Mark Rudy, Esq., a
13 well-respected wage and hour class action and PAGA mediator. While the Parties attended the
14 mediation voluntarily, it was always at arm’s length and adversarial. Without revealing any confidential
15 information about the mediation itself, the Parties believe that a settlement could not have been reached
16 without the specific action of Mediator Rudy at the end of the mediation after approximately eight hours
17 of negotiations. The Parties subsequently executed a binding and enforceable Memorandum of
18 Understanding (“MOU”). After reaching an agreement in principle, the Parties drafted and negotiated
19 a long-form settlement which is the subject of the instant motion.

20 **III. THE SETTLEMENT BEFORE THE COURT**

21 21. The Court preliminarily approved an initial Gross Settlement Amount of Seven Hundred
22 Fifty Thousand Dollars (\$750,000.00) based on a total of an estimated 28,500 Workweeks worked by
23 the Class during the Class Period. The Gross Settlement Amount shall be used: (1) to satisfy Individual
24 Settlement Payments; (2) to satisfy the Class Representative Service Award; (3) to satisfy the Class
25 Counsel Award; (4) to satisfy the PAGA Settlement Payment; and (5) to satisfy the Settlement
26 Administration Costs incurred in this action.

22. As explained in further detail below, the Settlement is fair, adequate, and reasonable to the class and should be granted final approval. This is evidenced by the unanimous approval of the Settlement by the Settlement Class, the absence of any objections to the Settlement and the average Individual Settlement Payment of \$1,243.17.

IV. THE SETTLEMENT IS FAIR, REASONABLE, AND ADEQUATE

A. Class Counsel Conducted a Thorough Investigation

23. Months before filing the Action, Class Counsel began its pre-filing investigation into Plaintiff's complaints. Class Counsel's investigation started with several lengthy interviews with Plaintiff. As part of the interview process, Plaintiff produced nearly 100 pages of documents related to her employment, including portions of Defendant's handbooks, the applicable collective bargaining agreement, compensation policies, and time and payroll records. At the conclusion of the interviews, Class Counsel determined that each of Plaintiff's complaints justified further inquiry.

24. In March of 2020, Class Counsel requested Plaintiff's employee file from Defendant. In response, Defendant produced hundreds of pages of documents, including but not limited to, copies of Plaintiff's hiring documents, payroll and time records and performance reviews. Class Counsel reviewed and analyzed the documents and determined the documents substantiated Plaintiff's claim that Defendant miscalculated the regular rate of pay for purposes of overtime compensation and redeemed sick pay, furnished inaccurate wage statements, maintained unlawful meal and rest period policies and practices, and failed to pay all wages when due. Shortly thereafter, Class Counsel summarized the known factual and legal issues in the PAGA Notice addressed to the LWDA. Several weeks later, Class Counsel filed this action.

25. Following the Initial Status Conference, Class Counsel prepared extensive written discovery. However, prior to issuing the written discovery, the Parties agreed to mediate the action. To prepare for mediation, Class Counsel requested a number of documents and data points to further evaluate Plaintiff's claims and Defendant's potential liability exposure to the Class Members. In response to Class Counsel's request, Defendant produced the time and payroll records for the entire Class, aggregate workweek and pay period data for 100% of the Class, full and complete copies of

1 applicable handbooks containing, *inter alia*, compensation, timekeeping, meal and rest period policies,
2 and the pertinent collective bargaining agreements (“CBA” or “CBAs”) covering the Class Members.
3 In total, Defendant produced approximately 4.5 million cells of unique time and payroll data in addition
4 to approximately 1,000 pages of pertinent wage and hour policies, CBAs, handbooks and other
5 employment related material for Class Counsel to analyze.

6 26. Class Counsel then retained the business valuation, asset appraisal and litigation
7 consultants at DMA to analyze Defendant’s time and payroll data. DMA provides data analysis and
8 damage modeling consulting services specializing in wage and hour class actions. DMA’s team of
9 financial and data analysts are credentialed and experienced experts in their fields and have provided
10 their expertise on thousands of cases. Stated differently, the DMA is uniquely qualified to analyze
11 Defendant’s time and payroll data.

12 27. DMA analyzed Defendant’s time and payroll data to assist in the development of various
13 damage models. Among other things, DMA determined the approximate number of work shift,
14 workweeks, pay periods, average rate of pay, average regular rate of pay, average length of shift and
15 average number of hours worked per week and pay period during the Class Period. Among other things,
16 DMA estimated the number of unpaid wages, missed, late or truncated meal and rest periods, the amount
17 meal period premiums paid during the Class Period, and the amount of off-the-clock work performed
18 by the Class Members during the Class Period.

19 28. In advance of mediation, Class Counsel created several damage models predicated on
20 DMA analysis. Class Counsel’s models calculated Defendant’s potential liability exposure while
21 accounting for the uncertainties of continued litigation. These damage models informed and guided
22 Class Counsel during the mediated settlement discussions.

23 29. Overall, Class Counsel thoroughly investigated the claims at issue, including: (1)
24 determining Plaintiff’s suitability as a putative class representative through interviews, background
25 investigations, and analysis of her employment files; (2) evaluating all of Plaintiff’s potential claims;
26 (3) researching similar wage and hour class actions as to the claims brought, the nature of the positions,
27 and the type of employer; (4) analyzing the Settlement Class’ time and payroll records; (5) analyzing

1 Defendant's labor policies and practices; (6) researching settlements in similar cases as well as
2 outstanding issues which could affect settlement approval; (7) estimating Defendant's liability for
3 purposes of settlement; (8) holding phone interviews with several putative class members; (9) drafting
4 the mediation brief and (10) participating in the mediation. This investigation allowed Class Counsel
5 to fully assess the nature and magnitude of the claims being settled, as well as the impediments to
6 recovery, such as to make an independent assessment of the reasonableness of the terms to which the
7 parties have agreed.

8 30. Class Counsel only agreed to enter the Settlement following this thorough investigation
9 and evaluation of Plaintiff's claims. Based on this investigation of the facts, applicable law, and
10 marketplace for similar settlements, and considering the risk of significant delay, uncertainty associated
11 with litigation, and the various defenses asserted by Defendant, Class Counsel firmly believes this
12 Agreement to be in the best interests of the Class Members. Because the Settlement's terms are fair,
13 reasonable, and adequate, the Court should preliminarily approve the Settlement.

14 **B. The Parties Settled At Mediation**

15 31. On June 3, 2021, the Parties conducted a full-day mediation with Mark Rudy, Esq., a
16 well-respected wage and hour class action and PAGA mediator. Mediator Rudy helped to manage the
17 Parties' expectations and provided a useful, neutral analysis of the issues and risks to both sides. The
18 Parties made substantial progress with Mediator Rudy's assistance. Namely, the Parties exchanged
19 information regarding their respective claims and defenses, including their respective evaluations of the
20 damages. After more than eight hours of arm's length and adversarial negotiations, the mediation
21 concluded with a settlement. The amount of the service awards was not negotiated until after the parties
22 agreed to the Gross Settlement Amount and many other terms. No action would likely have been taken
23 by Class Members individually, and no compensation would have been recovered for them, but for
24 Plaintiff's service on behalf of the Class.

25 **C. Class Counsel is Experienced in Similar Litigation**

26 32. Plaintiff is represented by competent and experienced counsel to pursue her claims. I
27 established the JCL Law Firm, APC ("Firm"), in 2010. The Firm is a boutique plaintiff firm representing
28

1 aggrieved employees and consumers throughout California in wage and hour class actions and complex
2 multi-party product liability matters. The Firm currently consists of myself, Jean-Claude Lapuyade,
3 Esq. (Partner/Owner), Sydney Castillo-Johnson, Esq. (Associate Attorney), Tesla Stone (Paralegal),
4 Maria Watters (Paralegal), and Jennifer Hemming (Administrative Assistant).

5 33. I am qualified to represent the Plaintiff, the State of California, and the Aggrieved
6 Employees. I have extensive experience with wage and hour class and representative actions litigation
7 like this matter, and employment matters in general. Additionally, I have extensive complex mass tort
8 litigation experience and complex construction product liability experience. I can, will and have
9 adequately represented the interests of the Plaintiff, the State of California, and the Aggrieved
10 Employees throughout this action.

11 34. I have represented consumers and employees in California class actions, and complex
12 multi-party product liability actions exclusively for more than 14 years. I have been in practice as a
13 plaintiffs' civil litigation attorney since April 2007.

14 35. I am qualified to represent the Plaintiff, the State of California and the Aggrieved
15 Employees. I have extensive experience with wage and hour class and representative actions litigation
16 like this matter, and employment matters in general. My credentials are reflected in the JCL Law Firm,
17 APC, Firm Resume, a true and correct copy of which is attached hereto as **Exhibit "G."** Some of the
18 major cases the Firm has undertaken are also set forth in **Exhibit "G."**

19 36. Since 2010, I have successfully tried two (2) cases to conclusion, each resulting in a
20 favorable verdict for the firm's clients.

21 37. Finally, I have published appellate experience in *William Blanchette et al., v. The*
22 *Superior Court of Imperial County, (GHA Enterprises)*, 8 Cal.App.5th 521.

23 38. Consequently, I have been named to the prestigious Thomson Reuters, Super Lawyers,
24 Rising Star in 2015, 2016, 2017 and, again, in 2018. According to Thomson Reuters, the Super Lawyers,
25 Rising Star list recognizes the top 2.5% of eligible attorneys. (see
26 https://www.superlawyers.com/about/selection_process.html.)

27 **D. The Gross Settlement Amount is Fair and Reasonable**

39. Here, the Settlement is clearly within the “ballpark” of reasonableness because the Settlement provides a sizeable recovery to the Settlement Class Members and need not necessarily obtain 100 percent of the damages sought to be fair, reasonable, and ultimately, meaningful. *Wershba*, 91 Cal.App.4th at 250. While the Gross Settlement Amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) represents a discount on Defendant’s potential exposure if Plaintiff established liability on all claims and was awarded the full amount of the estimated damages at trial, this compromise is reasonable because (1) the formidable defenses raised by Defendant presented a risk that could award significantly less in damages than Plaintiff’s estimate and (2) any theoretical post-trial recovery may require many more years of litigation, resulting in added fees and costs without any guarantee of recovery for the Class.

40. As detailed at the time of preliminary approval, the Gross Settlement Amount is fair and reasonable considering the nature and magnitude of the claims being settled and the various potential impediments to recovery. Class Counsel developed varied economic damages models measuring Defendant’s liability exposure while accounting for the uncertainties of continued litigation. The various models were informed by Class Counsel’s investigation, including the analysis of a significant sample of time and payroll data. As detailed in greater depth during the preliminary approval process, Class Counsel projected a range of Defendant’s liability exposure for the claims asserted on behalf of the Settlement Class. The Gross Settlement Amount represents between approximately 15% and 54% of Defendant’s *class-wide* liability exposure as estimated by Class Counsel at the time of mediation.

41. Clearly the goal of this litigation to obtain redress for the class has been met by this Settlement. Given the amount of the Settlement, the risks of litigation and the arm’s length negotiations between experienced counsel, the settlement is fair and reasonable, and is therefore entitled to final approval.

E. The Strength of Plaintiff’s Case and Risks of Continued Litigation

42. Although Class Counsel believes strongly in Plaintiff’s claims, it would be misguided to ignore the asserted defenses. If successful on any one its defenses, Defendant could defend the action or at least, drastically undercut Plaintiff’s claims.

43. With respect to the most immediate challenge, i.e., class certification, the risks attendant to the certification of similar wage and hour claims are demonstrated by *Magadia v. Wal-Mart Associates, Inc.* (9th Cir. 2021) 999 F.3d 668. There, the Ninth Circuit, vacated reversed and remanded a \$110 million judgement against an employer for, *inter alia*, inaccurately paying overtime, and directed the trial court to enter judgement in favor of the employer. *See also O’Conner v. Uber Technologies, Inc.* (9th Cir. 2018) 904 F.3d 1087 (decertification of wage and hour misclassification action); *see also Duran v. U.S. Bank National Association* (2014) 59 Cal.4th 1, 31 (reversing a trial verdict in favor plaintiffs in a wage and hour class action)); *Tien v. Tenet Healthcare Corp.* (2012) 209 Cal.App.4th 1077, 1088 (“[T]he reason, if any, that employees might not take their breaks were predominantly individualized questions of fact not susceptible to class treatment.”); *Ali v. U.S.A. Cab Ltd.* (2009) 176 Cal.App.4th 1333, 1341 (affirming denial of certification because employees’ declarations attesting to having taken meal and rest breaks demonstrated that individualized inquiries were required to show harm); *Campbell v. Best Buy Stores, L.P.*, (C.D. Cal. 2013) 2013 WL 5302217 at *11-13 (following *Brinker* and denying certification of proposed off-the-clock and rest and meal break classes due to lack of uniform policy); *Brown v. Fed Express Corp.* (C.D. Cal. 2008) 249 F.R.D. 580, 587-88 (denying certification of driver meal and rest period claims based on the predominance of individual issues). Collectively, the examples cited above illustrate the uncertain nature of class litigation. Consequently, the uncertainty of obtaining certification through a contested motion is a significant risk factor favoring settlement.

44. Although Plaintiff is confident about the strength of her claims, Plaintiff nevertheless recognizes that Defendant has factual and legal defenses that, if successful, would potentially defeat or impair the value of the lawsuit. Legally, the fast-changing landscape of wage and hour litigation can drastically affect the value of Plaintiff’s claims and, in fact, already has.

45. As demonstrated by the decisions in *Magadia, supra*, 999 F.3d 668, *O’Conner v. Uber Technologies* (N.D. Cal. 2018) 82 F.Supp.3d 1133 and *Duran v. U.S. Bank National Assn.* (2014) 59 Cal.4th 1, the complexities and duration of further litigation cannot be overstated. There is little doubt that if Defendant faced a large adverse judgement, Defendant undoubtedly has the resources to post a

1 bond and appeal. A post-judgment appeal by Defendant would have required many more years to
2 resolve, assuming the judgment was affirmed. If the judgment was not affirmed in total, then the case
3 could have dragged on for years after the appeal. The benefits of a guaranteed recovery today outweigh
4 an uncertain result three or more years in the future.

5 46. Class Representative and Class Counsel recognize the expense and length of a trial
6 against Defendant through possible appeals which could take another three years. In arriving at their
7 informed belief that the present settlement is fair and adequate, Class Counsel accounted for the
8 uncertain outcome and risk inherent in complex actions such as this one. Class Counsel is also mindful
9 of and recognize the inherent problems of proof under, and alleged defenses to, the claims asserted in
10 the litigation. Moreover, post-trial motions and appeals would have been inevitable. Costs would have
11 mounted, and recovery would have been delayed if not denied, thereby reducing the benefits of an
12 ultimate victory. Class Representative and Class Counsel believe that the Settlement confers substantial
13 monetary and non-monetary benefits upon the Class. Based upon their evaluation, Class Representative
14 and Class Counsel have determined that the Settlement set forth in the Agreement is in the best interest
15 of the Class, is fair, reasonable, and adequate, and should be granted final approval.

16 **IV. THE PENALTIES UNDER PAGA ARE REASONABLE**

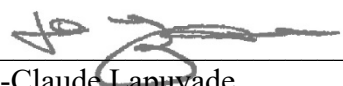
17 47. Here, Plaintiff and Defendant negotiated a good faith PAGA Settlement in the amount of
18 \$40,000 which is 5.3% of the Gross Settlement Amount. As illustrated above, this amount falls well
19 within the range of approved PAGA Settlements. Seventy-five percent (75%) of the PAGA Settlement
20 (\$30,000) will be paid to the LWDA ("LWDA Payment") with the remaining twenty-five percent (25%)
21 to be distributed to the Aggrieved Employees, which is within the range of PAGA penalties approved
22 by courts and should be approved.

23 48. Further on October 25, 2021, Class Counsel gave the LWDA notice of this Settlement
24 and proposed allocation by filing a copy of the Settlement and the Motion for Preliminary Approval
25 with the LWDA. On October 24, 2022, Plaintiffs gave the LWDA notice of this motion seeking final
26 approval of this settlement.

27 ///

1 I declare under the penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct. Executed this 24th day of October 2022, at San Diego, California.
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4 **JCL LAW FIRM, APC**

5 By: 

6 Jean-Claude Lapuyade
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EXHIBIT A

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25 Attorneys for Defendant Hawaiian Airlines, Inc.

26 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

27 **IN AND FOR THE COUNTY OF LOS ANGELES**

28 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

[Action Filed 07/23/2020]

**SECOND AMENDED STIPULATION OF
CLASS ACTION SETTLEMENT AND
RELEASE OF CLAIMS**

Judge: Hon. Maren E. Nelson
Dept.: 17

This Second Amended Stipulation of Class Action Settlement and Release of Claims is entered into by and between Plaintiff YVETTE MOLINA (hereinafter “Plaintiff”), individually and on behalf of others similarly situated, and Defendant HAWAIIAN AIRLINES, INC. (hereinafter “Defendant”):

I. DEFINITIONS

- A. “Action” shall mean the putative class action lawsuit designated *Molina v. Hawaiian Airlines, Inc.*, Los Angeles County Superior Court, Case No. 20STCV28079, filed July 23, 2020.
- B. “Aggrieved Employees” shall mean all non-exempt Clerical, Office, Stores, Fleet and Passenger Service Employees under the collective bargaining agreement between Defendant and the International Association of Machinists and Aerospace Workers (AFL-CIO) (“IAMC”), who are or previously were employed by Defendant in California during the PAGA Period.
- C. “Agreement” or “Settlement Agreement” means this Stipulation of Settlement of Class Action and Release of Claims.
- D. “Class Counsel” shall mean Jean-Claude Lapuyade, Esq. of JCL Law Firm, APC and Shani Zakay of Zakay Law Group, APLC.
- E. “Class Counsel Award” means the award of fees and expenses that the Court authorizes to be paid to Class Counsel for the services they have rendered to Plaintiff and the Class in the Action, consisting of attorneys’ fees not to exceed one-third of the Gross Settlement Amount, currently estimated to be \$250,000 out of \$750,000 plus actual costs and expenses not to exceed \$25,000.00 subject to Court approval. Class Counsel’s award for attorneys’ fees will be divided equally between Class Counsel (50% to JCL Law Firm, APC and 50% to Zakay Law Group, APLC).
- F. “Class Data” means information regarding Class Members that Defendant will in good faith compile from its records and provide to the Settlement Administrator. It shall be formatted as a Microsoft Excel spreadsheet and shall include: each Class Member’s full name; last known address; Social Security Number; and the number of

1 Workweeks each Class Member worked during the Class Period according to
2 Defendant's records; and any other information needed to calculate Individual
3 Settlement Payments.

4 G. "Class Members" or the "Class" means all non-exempt Clerical, Office, Stores, Fleet
5 and Passenger Service Employees under the collective bargaining agreement between
6 Defendant and the IAMC, who are or previously were employed by Defendant in
7 California during the period of April 6, 2016 through and including August 31, 2021
8 (the "Class Period").

9 H. "Class Period" means the period from April 6, 2016 through and including August
10 31, 2021.

11 I. "Class Representative Service Award" means the amount that the Court authorizes to
12 be paid to the Class Representative, in addition to her Individual Settlement Payment
13 and her pro-rata share of the PAGA Settlement Payment, in recognition of her efforts
14 and risks in assisting with the prosecution of the Action and in exchange for executing
15 a General Release of Defendant.

16 J. "Class Representative" shall mean plaintiff YVETTE MOLINA.

17 K. "Court" means the Superior Court for the State of California, County of Los Angeles
18 presiding over the Action.

19 L. "Defendant" shall mean HAWAIIAN AIRLINES, INC.

20 M. "Effective Date" means the earliest date, following entry by the Court of an order
21 and judgment finally approving this Settlement, upon which one of the following have
22 occurred: (i) if no objection is filed to the Settlement and no objector appears at the
23 hearing on final approval, the date of the Court's entry of the order granting final
24 approval of the Settlement and judgment thereon, (ii) if an objection is filed to the
25 Settlement and/or an objector appears at the hearing on final approval, then the earlier
26 of the following: (a) if objections are overruled, and no appeal is taken, then the
27 expiration of all potential appeal periods without a filing of a notice of appeal of the
28 final approval order or judgment; (b) 20 calendar days after final affirmance of the

1 final approval order and judgment by an appellate court as a result of any appeal(s),
2 or (c) final dismissal or denial of all such appeals (including any petition for review,
3 rehearing, certiorari, etc.) such that the final approval order and judgment is no longer
4 subject to further judicial review.

5 N. "Funding Date" shall mean sixty-five (65) calendar days after the Effective Date and
6 is the date Defendant transfers the Total Settlement Amount into the QSF in accord
7 with the terms of this Agreement.

8 O. "Gross Settlement Amount" means the total sum of Seven Hundred Fifty Thousand
9 Dollars (\$750,000.00) to be paid by Defendant in full satisfaction of all Released
10 Class Claims and Released PAGA Claims, which includes the sum of the Individual
11 Settlement Payments, the Class Representative Service Awards, the Class Counsel
12 Award, PAGA Settlement Payment, and the Settlement Administration Costs. The
13 employer's share of payroll taxes as to the portion of Individual Settlement Payments
14 constituting wages shall be paid by Defendant separate from the Gross Settlement
15 Amount.

16 P. "Individual Settlement Payment" means the amount payable from the Net Settlement
17 Amount to each Settlement Class Member and excludes any amounts distributed to
18 Aggrieved Employees pursuant to PAGA.

19 Q. "Net Settlement Amount" or "NSA" means the Gross Settlement Amount, less Class
20 Counsel Award, Class Representative Service Award, PAGA Settlement Payment,
21 and Settlement Administration Costs.

22 R. "Notice Packet" means the Class Notice to be provided to the Class Members by the
23 Settlement Administrator in the form set forth as Exhibit A to this Agreement (other
24 than formatting changes to facilitate printing by the Settlement Administrator).

25 S. "PAGA" means the California Labor Code Private Attorneys General Act of 2004,
26 Labor Code § 2698 *et seq.*

- 1 T. "PAGA Payment Ratio" means the respective Workweeks during the PAGA Period
2 for each Aggrieved Employee divided by the sum total of the Workweeks for all
3 Aggrieved Employees during the PAGA Period.
- 4 U. "PAGA Period" means the period of April 6, 2019 through and including August 31,
5 2021.
- 6 V. "PAGA Settlement Payment" shall mean Forty Thousand Dollars (\$40,000.00) to be
7 allocated from the Gross Settlement Amount, with 25% of the payment going to the
8 Aggrieved Employees and 75% of the payment going to the Labor and Workforce
9 Development Agency ("LWDA").
- 10 W. "Parties" means Plaintiff and Defendant, collectively, and "Party" shall mean either
11 Plaintiff or Defendant, individually.
- 12 X. "Payment Ratio" means the respective Workweeks for each Class Member divided
13 by the sum total Workweeks for all Class Members.
- 14 Y. "Plaintiff" shall mean YVETTE MOLINA.
- 15 Z. "QSF" means the Qualified Settlement Fund established, designated and maintained
16 by the Settlement Administrator to fund the Gross Settlement Amount.
- 17 AA. "Released Class Claims" means all class action claims arising out of or reasonably
18 related to the factual allegations pled in the operative First Amended Complaint in the
19 Action which occurred during the Class Period. The Released Class Claims include
20 but are not limited to all claims arising out of or reasonably related to unpaid
21 minimum wage and overtime resulting from off-the-clock work during the Class
22 Period. Upon entry of final judgment and funding in full of the Gross Settlement
23 Amount by Defendant, Plaintiff and the Settlement Class Members will release
24 Defendant and the Released Parties from all remedies that could be claimed in
25 connection with the Released Claims including, but not limited to, statutory,
26 constitutional, contractual damages, unpaid costs, penalties, punitive damages,
27 interest, attorneys' fees, litigation costs, restitution, and equitable relief. Released
28 Class Claims do not include any claims an individual Class Member may have against

1 themselves and/or another individual Class Member that do not arise out of or are
2 unrelated to the factual allegations pled in the operative First Amended Complaint.

3 BB. “Released PAGA Claims” means any and all claims for civil penalties, fees and costs
4 arising under PAGA expressly alleged in the operative First Amended Complaint in
5 the Action and Plaintiff’s notice letter to the LWDA which occurred during the PAGA
6 Period.

7 CC. “Released Parties” shall mean Defendant and all affiliated predecessor and successor
8 entities, and each such entity’s respective present and former subsidiaries, affiliates,
9 parents, agents, exempt employees, members, investors, partners, owners, directors,
10 officers, attorneys, trustees, insurers, representatives, predecessors, successors, and
11 assigns.

12 DD. “Response Deadline” means the date forty-five (45) days after the Settlement
13 Administrator mails Notice Packets to Class Members and the last date on which
14 Class Members may submit written requests for exclusion or objections to the
15 Settlement.

16 EE. “Settlement” means the disposition of the Action pursuant to this Agreement.

17 FF. “Settlement Administrator” means ILYM Group Inc., 14771 Plaza Drive, Ste. L,
18 Tustin, CA 92780; Tel: 1-888-250-6810; Fax: 1-888-845-6185. The Settlement
19 Administrator establishes, designates and maintains, as a QSF under Internal Revenue
20 Code section 468B and Treasury Regulation section 1.468B-1, into which the Gross
21 Settlement Amount is deposited for the purpose of resolving the claims of Settlement
22 Class Members and Aggrieved Employees. The Settlement Administrator shall
23 maintain the funds until distribution in an account(s) segregated from the assets of
24 Defendant and any person related to Defendant. ***Interest accrued on the Gross
25 Settlement Amount, if any, shall be paid and distributed to the Settlement Class
26 Members as part of their respective Individual Settlement Payment.***

1 GG. "Settlement Class Members" or "Settlement Class" means all Class Members who
2 have not submitted a timely and valid written request for exclusion as provided in this
3 Agreement.

4 HH. "Workweeks", for purposes of calculating the distribution of the Net Settlement
5 Amount, means the number of weeks of employment during the Class Period that
6 each Class Member worked in California. The Settlement Administrator will calculate
7 the number of Workweeks by calculating the number of days each Class Member
8 worked during the Class Period, dividing by seven (7), and rounding up to the nearest
9 whole number. For purpose of determining the Individual Settlement Payments and
10 the Settlement Allocation, each Class Member who is a former employee no longer
11 working for Defendant will be assigned two (2) additional Workweeks.

12 II. "PAGA Workweeks", for purposes of calculating the distribution of the Aggrieved
13 Employee Payment (as defined below in Section III.M.11), as defined herein, means
14 the number of weeks of employment during the PAGA Period that each Aggrieved
15 Employee worked in California. The Settlement Administrator will calculate the
16 number of Workweeks by calculating the number of days each Aggrieved Employee
17 worked during the PAGA Period, dividing by seven (7), and rounding up to the
18 nearest whole number.

19 **II. RECITALS**

20 A. On May 12, 2020, Plaintiff Molina filed a Notice of Violations with the Labor and
21 Workforce Development Agency (LWDA) and served the same on Defendant.

22 B. On July 23, 2020, plaintiff Molina filed the Action for:

- 23 1. Unfair Competition in Violation of Bus. and Prof. Code sections 17200 *et seq*;
- 24 2. Failure to pay minimum wages in violation of California Labor Code sections
25 1194, 1197 and 1197.1;
- 26 3. Failure to pay overtime wages in violation of California Labor Code sections
27 510 *et seq*;

4. Failure to provide required meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order;

5. Failure to provide required rest periods in violation of California Labor Code sections 226.7 and 512 and the applicable IWC wage order;

6. Failure to provide accurate itemized wage statements in violation of California Labor Code section 226;

7. Failure to reimburse employees for required expenses in violation of California Labor Code section 2802; and

8. Failure to provide wages when due in violation of California Labor Code sections 201, 202 and 203.

C. On November 3, 2020, Plaintiff Molina filed the First Amended Complaint (“FAC”) against Defendant adding a ninth cause of action for violations of PAGA.

D. On June 3, 2021, the Parties participated in mediation presided over by Mark Rudy, Esq., a well-respected wage and hour class action mediator. The mediation concluded in an impasse. However, at the conclusion of the mediation, each side, represented by its respective counsel, agreed to settle the Action based on a Mediator’s proposal which was memorialized in the form of a Memorandum of Understanding.

E. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representation between the Parties. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class Members have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant’s defenses in the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the Settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. TERMS OF AGREEMENT

A. Settlement Consideration and Settlement Payments by Defendant.

1. Settlement Consideration. In full and complete settlement of the Action, and in exchange for the releases set forth herein, Defendant will pay the Gross Settlement Amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00), which will be used to pay the Individual Settlement Payment, the Class Representative Service Award, the Class Counsel Award, PAGA Settlement Payment, and the Settlement Administration Costs, as specified in this Agreement. The Parties agree that this is a non-reversionary Settlement and that no portion of the Gross Settlement Amount shall revert to Defendant. Other than the Defendant's share of employer payroll taxes on the portion of the Individual Settlement Payments constituting wages, Defendant shall not be required to pay more or less than the Gross Settlement Amount, except as provided for below in Section III.A.2.

2. Class Size. At the time of mediation, Defendant estimated that the Settlement Class was comprised of 335 individuals who collectively worked approximately 28,500 Workweeks ("Projected Workweeks"). In regard hereto, Defendant will provide a declaration under penalty of perjury confirming the number of Class Members and Workweeks during the Class Period. If, at the time of Defendant's declaration, the actual number of Workweeks exceeds the Projected Workweeks by more than 10% -- that is, the actual number of Workweeks exceeds 31,350 Workweeks-- Defendant shall increase the Gross Settlement Amount proportionally with each added Workweek at a rate of \$23.92 per Workweek. In the event this provision is triggered, the Gross Settlement Amount will automatically increase accordingly, the Class Counsel Award requested will increase proportionally, the Administration costs will increase as necessary, and all such changes will

1 be incorporated into the Notice Packet without the need for further/additional
2 approval of the Court.

3 3. Settlement Payment. Defendant shall pay, via wire transfer, the Gross
4 Settlement Amount to the Settlement Administrator on the Funding Date.

5 4. Defendant's Share of Payroll Taxes. Defendant's share of employer side
6 payroll taxes on the portion of the Individual Settlement Payments
7 constituting wages are in addition to the Gross Settlement Amount and shall
8 be paid together with the Gross Settlement Amount.

9 B. Release by Settlement Class Members. As of the Funding Date, in exchange for the
10 consideration set forth in this Agreement, Plaintiff and the Settlement Class Members
11 release the Released Parties from the Released Class Claims for the Class Period.

12 C. Release by the Aggrieved Employees. As of the Funding Date, in exchange for the
13 consideration set forth in this Agreement, the Plaintiff, the Aggrieved Employees, the
14 LWDA, and the State of California release the Released Parties from the Released
15 PAGA Claims for the PAGA Period.

16 D. General Release by Plaintiff. As of the Funding Date, for the consideration set forth
17 in this Agreement, Plaintiff waives, releases, acquits and forever discharges the
18 Released Parties from any and all claims, whether known or unknown, which exist or
19 may exist on her behalf as of the date of this Agreement, including but not limited to
20 any and all tort claims, contract claims, wage claims, wrongful termination claims,
21 disability claims, benefit claims, public policy claims, retaliation claims, statutory
22 claims, personal injury claims, emotional distress claims, invasion of privacy claims,
23 defamation claims, fraud claims, quantum meruit claims, and any and all claims
24 arising under any federal, state or other governmental statute, law, regulation or
25 ordinance, including, but not limited to claims for violation of the Fair Labor
26 Standards Act, the California Labor Code, the Wage Orders of California's Industrial
27 Welfare Commission, other state wage and hour laws, the Americans with
28 Disabilities Act, the Age Discrimination in Employment Act (ADEA), the Employee

1 Retirement Income Security Act, Title VII of the Civil Rights Act of 1964, the
2 California Fair Employment and Housing Act, the California Family Rights Act, the
3 Family Medical Leave Act, California's Whistleblower Protection Act, California
4 Business & Professions Code Section 17200 et seq., and any and all claims arising
5 under any federal, state or other governmental statute, law, regulation or ordinance.
6 Plaintiff also waives and relinquishes any and all claims, rights or benefits that she
7 may have under California Civil Code § 1542, which provides as follows:

8 ***A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE***
9 ***CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO***
10 ***EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE***
11 ***RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE***
12 ***MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE***
13 ***DEBTOR OR RELEASED PARTY.***

14 Thus, notwithstanding the provisions of California Civil Code section 1542, and to
15 implement a full and complete release and discharge of the Released Parties, Plaintiff
16 expressly acknowledges this Settlement Agreement is intended to include in its effect,
17 without limitation, all claims Plaintiff does not know or suspect to exist in Plaintiff's
18 favor at the time of signing this Settlement Agreement, and that this Settlement
19 Agreement contemplates the extinguishment of any such claims. Plaintiff warrants
20 that Plaintiff has read this Settlement Agreement, including this waiver of California
21 Civil Code section 1542, and that Plaintiff has consulted with or had the opportunity
22 to consult with counsel of Plaintiff's choosing about this Settlement Agreement and
23 specifically about the waiver of California Civil Code section 1542, and that Plaintiff
24 understands this Settlement Agreement and the California Civil Code section 1542
25 waiver, and so Plaintiff freely and knowingly enters into this Settlement Agreement.
26 Plaintiff further acknowledges that Plaintiff later may discover facts different from or
27 in addition to those Plaintiff now knows or believes to be true regarding the matters
28 released or described in this Settlement Agreement, and even so Plaintiff agrees that

1 the releases and agreements contained in this Settlement Agreement shall remain
2 effective in all respects notwithstanding any later discovery of any different or
3 additional facts. Plaintiff expressly assumes any and all risk of any mistake in
4 connection with the true facts involved in the matters, disputes, or controversies
5 released or described in this Settlement Agreement or with regard to any facts now
6 unknown to Plaintiff relating thereto.

7 E. Conditions Precedent: This Settlement will become final and effective only upon the
8 occurrence of all of the following events:

- 9 1. The Court enters an order granting preliminary approval of the Settlement;
- 10 2. The Court enters an order granting final approval of the Settlement and a Final
11 Judgment;
- 12 3. If an objector appears at the final approval hearing, the time for appeal of the
13 Order Granting Final Approval of Class Action Settlement and Final
14 Judgment expires; or, if an appeal is timely filed, there is a final resolution of
15 any appeal from the Order Granting Final Approval of Class Action
16 Settlement and Final Judgment; and
- 17 4. Defendant fully funds the Gross Settlement Amount.

18 F. Nullification of Settlement Agreement. In the event that this Settlement Agreement is
19 not preliminarily or finally approved by the Court, fails to become effective, or is
20 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
21 Defendant from obtaining a complete resolution of the Released Claims and Released
22 PAGA Claims, or if Defendant fails to fully fund the Gross Settlement Amount:

- 23 1. This Settlement Agreement shall be void *ab initio* and of no force or effect,
24 and shall not be admissible in any judicial, administrative or arbitral
25 proceeding for any purpose or with respect to any issue, substantive or
26 procedural;
- 27 2. The conditional class certification (obtained for any purpose) shall be void *ab*
28 *initio* and of no force or effect, and shall not be admissible in any judicial,

1 administrative or arbitral proceeding for any purpose or with respect to any
2 issue, substantive or procedural; and

3 3. None of the Parties to this Settlement will be deemed to have waived any
4 claims, objections, defenses or arguments in the Action, including with respect
5 to the issue of class certification.

6 G. Certification of the Settlement Class. The Parties stipulate to conditional class
7 certification of the Class for the Class Period for purposes of settlement only. In the
8 event that this Settlement is not approved by the Court, fails to become effective, or is
9 reversed, withdrawn or modified by the Court, or in any way prevents or prohibits
10 Defendant from obtaining a complete resolution of the Released Claims and Released
11 PAGA Claims, the conditional class certification (obtained for any purpose) shall be
12 void *ab initio* and of no force or effect, shall not be admissible in any judicial,
13 administrative or arbitral proceeding for any purpose or with respect to any issue,
14 substantive or procedural, and Defendant will not be prevented from later contesting
15 class certification.

16 H. Tax Liability. The Parties make no representations as to the tax treatment or legal
17 effect of the payments called for, and Class Members and/or Aggrieved Employees are
18 not relying on any statement or representation by the Parties in this regard. Class
19 Members and/or Aggrieved Employees understand and agree that they will be
20 responsible for the payment of any taxes and penalties assessed on the Individual
21 Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA
22 Settlement Payment described and will be solely responsible for any penalties or other
23 obligations resulting from their personal tax reporting of Individual Settlement
24 Payments and/or Aggrieved Employees' individual shares of the PAGA Settlement
25 Payment.

26 I. Circular 230 Disclaimer. EACH PARTY TO THIS AGREEMENT (FOR PURPOSES
27 OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO
28 THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN

1 “OTHER PARTY”) ACKNOWLEDGES AND AGREES THAT: (1) NO
2 PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION
3 OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR
4 ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR
5 SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR
6 BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE
7 MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230
8 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A)
9 HAS RELIED EXCLUSIVELY UPON HIS, HER OR ITS OWN, INDEPENDENT
10 LEGAL AND TAX COUNSEL FOR ADVICE (INCLUDING TAX ADVICE) IN
11 CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS
12 AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER
13 PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C)
14 IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR
15 DISCLOSURE BY ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY TO
16 AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
17 ACKNOWLEDGING PARTY, AND (3) NO ATTORNEY OR ADVISOR TO ANY
18 OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE
19 CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISOR’S TAX
20 STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS
21 LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING
22 PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY
23 TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY
24 THIS AGREEMENT.

- 25 J. Preliminary Approval Motion. At the earliest practicable time, Plaintiff shall file with
26 the Court a Motion for Order Granting Preliminary Approval and supporting papers,
27 which shall include this Settlement Agreement.

1 K. Settlement Administrator. The Settlement Administrator shall be responsible for:
2 establishing and administering the QSF; calculating, processing and mailing payments
3 to the Class Representatives, Class Counsel, LWDA and Class Members; printing and
4 mailing the Notice Packets to the Class Members as directed by the Court; receiving
5 and reporting the objections and requests for exclusion; calculating, deducting and
6 remitting all legally required taxes from Individual Settlement Payments and
7 distributing tax forms for the Wage Portion and Non-Wage Portion of the Individual
8 Settlement Payments and/or Aggrieved Employees' individual shares of the PAGA
9 Settlement Payment; processing and mailing tax payments to the appropriate state and
10 federal taxing authorities; providing declaration(s) as necessary in support of
11 preliminary and/or final approval of this Settlement; and other tasks as the Parties
12 mutually agree or the Court orders the Settlement Administrator to perform. The
13 Settlement Administrator shall keep the Parties timely apprised of the performance of
14 all Settlement Administrator responsibilities by among other things, sending a weekly
15 status report to the Parties' counsel stating the date of the mailing, the number of
16 written requests for exclusion it receives (including the numbers of valid and
17 deficient), and number of objections received.

18 L. Notice Procedure.

19 1. Class Data. No later than ten (10) business days after the Preliminary
20 Approval Date, Defendant shall provide the Settlement Administrator with the
21 Class Data for purposes of preparing and mailing Notice Packets to the Class
22 Members.

23 2. Notice Packets.

24 a) The Notice Packet shall contain the Notice of Class Action Settlement
25 in a form substantially similar to the form attached as Exhibit A. The
26 Notice of Class Action Settlement shall inform Class Members and
27 Aggrieved Employees that they need not do anything in order to
28 receive an Individual Settlement Payment and/or Aggrieved

1 Employees' individual shares of the PAGA Settlement Payment and
2 to keep the Settlement Administrator apprised of their current mailing
3 address, to which the Individual Settlement Payments and/or
4 Aggrieved Employees' individual shares of the PAGA Settlement
5 Payment will be mailed following the Funding Date. The Notice of
6 Class Action Settlement shall set forth the release to be given by all
7 members of the Class who do not request to be excluded from the
8 Settlement Class and/or Aggrieved Employees' in exchange for an
9 Individual Settlement Payment and/or Aggrieved Employees'
10 individual shares of the PAGA Settlement Payment, the number of
11 Workweeks worked by each Class Member during the Class Period
12 and PAGA Period, if any, and the estimated amount of their Individual
13 Settlement Payment if they do not request to be excluded from the
14 Settlement and each Aggrieved Employee's share of the PAGA
15 Settlement, if any. The Settlement Administrator shall use the Class
16 Data to determine Class Members' Workweeks and PAGA
17 Workweeks.

18 b) The Notice Packet's mailing envelope shall include the following
19 language: "IMPORTANT LEGAL DOCUMENT- YOU MAY BE
20 ENTITLED TO PARTICIPATE IN A CLASS ACTION
21 SETTLEMENT; A PROMPT REPLY TO CORRECT YOUR
22 ADDRESS IS REQUIRED AS EXPLAINED IN THE ENCLOSED
23 NOTICE."

24 3. Notice by First Class U.S. Mail and Email. Upon receipt of the Class Data,
25 the Settlement Administrator will perform a search based on the National
26 Change of Address Database to update and correct any known or identifiable
27 address changes. No later than fourteen (14) calendar days after receiving the
28 Class Data from Defendant, the Settlement Administrator shall mail and email

1 copies of the Notice Packet to all Class Members via regular First-Class U.S.
2 Mail and electronic mail. The Settlement Administrator shall exercise its best
3 judgment to determine the current mailing address for each Class Member.
4 The address identified by the Settlement Administrator as the current mailing
5 address shall be presumed to be the best mailing address for each Class
6 Member.

7 4. Undeliverable Notices. Any Notice Packets returned to the Settlement
8 Administrator as non-delivered on or before the Response Deadline shall be
9 re-mailed to any forwarding address provided. If no forwarding address is
10 provided, the Settlement Administrator shall promptly attempt to determine a
11 correct address by lawful use of skip-tracing, or other search using the name,
12 address and/or Social Security number of the Class Member involved, and
13 shall then perform a re-mailing, if another mailing address is identified by the
14 Settlement Administrator. In addition, if any Notice Packets, which are
15 addressed to Class Members who are currently employed by Defendant, are
16 returned to the Settlement Administrator as non-delivered and no forwarding
17 address is provided, the Settlement Administrator shall notify Defendant.
18 Defendant will request that the currently employed Class Member provide a
19 corrected address, and transmit to the Administrator any corrected address
20 provided by the Class Member. Class Members who received a re-mailed
21 Notice Packet shall have their Response Deadline extended fifteen (15) days
22 from the original Response Deadline.

23 5. Disputes Regarding Individual Settlement Payments. Class Members will
24 have the opportunity, should they disagree with Defendant's records regarding
25 their Workweeks, to provide documentation and/or an explanation to show
26 contrary Workweeks to the Settlement Administrator by the Response
27 Deadline. If there is a dispute, the Settlement Administrator will consult with
28 the Parties to determine whether an adjustment is warranted. The Settlement

1 Administrator shall determine the eligibility for, and the amounts of, any
2 Individual Settlement Payments under the terms of this Agreement. The
3 Settlement Administrator's determination of the eligibility for and amount of
4 any Individual Settlement Payment shall be binding upon the Class Member
5 and the Parties.

6 6. Disputes Regarding Administration of Settlement. Any disputes not resolved
7 by the Settlement Administrator concerning the administration of the
8 Settlement will be resolved by the Court under the laws of the State of
9 California. Before any such involvement of the Court, counsel for the Parties
10 will confer in good faith to resolve the disputes without the necessity of
11 involving the Court.

12 7. Exclusions. The Notice of Class Action Settlement contained in the Notice
13 Packet shall state that Class Members who wish to exclude themselves from
14 the Settlement must submit a written request for exclusion by the Response
15 Deadline. The written request for exclusion must state that the Class Member
16 wishes to exclude himself or herself from the Settlement and (1) must contain
17 the name, address, and the last four digits of the Social Security number of the
18 person requesting exclusion; (2) must be signed by the Class Member; (3)
19 must be postmarked or fax stamped by the Response Deadline and returned to
20 the Settlement Administrator at the specified address or fax telephone number;
21 and (4) contain a typewritten or handwritten notice stating in substance: "I
22 have read the Class Notice and I wish to opt out of the settlement of the class
23 action lawsuit entitled *Yvette Molina, et al. v. Hawaiian Airlines, Inc.*,
24 currently pending in the Superior Court for the County of Los Angeles, Case
25 No. 20STCV28079. I understand that by requesting to be excluded from the
26 settlement, I will receive no money from the Settlement described in this
27 Notice." The request for exclusion will not be valid if it is not timely
28 submitted, if it is not signed by the Class Member, or if it does not contain the

1 name and address and last four digits of the Social Security number of the
2 Class Member. The date of the postmark on the mailing envelope or fax stamp
3 on the request for exclusion shall be the exclusive means used to determine
4 whether the request for exclusion was timely submitted. Written requests for
5 exclusion will be valid if the Settlement Administrator can ascertain the
6 identity of the Class Member and that the Class Member wishes to exclude
7 themselves from the Settlement. Any Class Member who requests to be
8 excluded from the Settlement Class will not be entitled to an Individual
9 Settlement Payment and will not be otherwise bound by the terms of the
10 Settlement or have any right to object, appeal or comment thereon. However,
11 any Class Member that submits a timely request for exclusion that is also a
12 member of the Aggrieved Employees will still receive their pro rata share of
13 the PAGA Settlement, as specified below, and in consideration, will be bound
14 by the Release by the Aggrieved Employees as set forth herein. Settlement
15 Class Members who fail to submit a valid and timely written request for
16 exclusion on or before the Response Deadline shall be bound by all terms of
17 the Settlement and any final judgment entered in this Action if the Settlement
18 is approved by the Court. No later than fourteen (14) calendar days after the
19 Response Deadline, the Settlement Administrator shall provide counsel for
20 the Parties with a final list of the Class Members who have timely submitted
21 written requests for exclusion. At no time shall any of the Parties or their
22 counsel seek to solicit or otherwise encourage members of the Class to submit
23 requests for exclusion from the Settlement.

- 24 8. Objections. The Notice of Class Action Settlement contained in the Notice
25 Packet shall state that Class Members who wish to object to the Settlement
26 may submit to the Settlement Administrator a written statement of objection
27 by the Response Deadline. The postmark date of mailing shall be deemed the
28 exclusive means for determining that a written objection was served timely.

1 The written objection must be signed by the Settlement Class Member and
2 state: (1) the case name and number; (2) the name of the Settlement Class
3 Member; (3) the address of the Settlement Class Member; (4) the last four
4 digits of the Settlement Class Member's Social Security number; (5) the basis
5 for the objection; and (6) if the Settlement Class Member intends to appear at
6 the Final Approval/Settlement Fairness Hearing. Class Members who fail to
7 make objections in writing in the manner specified above may still make their
8 objections orally at the Final Approval/Settlement Fairness Hearing with the
9 Court's permission. Settlement Class Members will have a right to appear at
10 the Final Approval/Settlement Fairness Hearing to have their objections heard
11 by the Court. At no time shall any of the Parties or their counsel seek to solicit
12 or otherwise encourage Class Members to file or serve written objections to
13 the Settlement or appeal from the Order Granting Final Approval of the
14 Settlement and Final Judgment. Class Members who submit a written request
15 for exclusion may not object to the Settlement. Class Members may not object
16 to the PAGA Settlement

17 M. Funding and Allocation of the Gross Settlement Amount. Defendant is required to pay
18 the Gross Settlement Amount on or before the Funding Date, plus any employer's
19 share of payroll taxes on the portion of the Individual Settlement Payments constituting
20 wages as mandated by law within the time specified herein.

21 1. Individual Settlement Payments. Individual Settlement Payments shall be
22 paid from the Net Settlement Amount and shall be paid pursuant to the
23 formula set forth herein. Using the Class Data, the Settlement Administrator
24 shall add up the total number of Workweeks for all Class Members. The
25 respective Workweeks for each Class Member will be divided by the total
26 Workweeks for all Class Members, resulting in the Payment Ratio for each
27 Class Member. Each Class Member's Payment Ratio will then be multiplied
28 by the Net Settlement Amount to calculate each Class Member's estimated

Individual Settlement Payment. Each Individual Settlement Payment will be reduced by any legally mandated employee tax withholdings (e.g., employee payroll taxes, etc.). Individual Settlement Payments allocated to Class Members who submit valid and timely requests for exclusion will be redistributed to Settlement Class Members who do not submit valid and timely requests for exclusion on a pro rata basis based on their respective Payment Ratios.

2. Calculation of Individual Payments to the Aggrieved Employees. Using the Class Data, the Settlement Administrator shall add up the total number of PAGA Workweeks for all Aggrieved Employees during the PAGA Period. The respective PAGA Workweeks for each Aggrieved Employee will be divided by the total PAGA Workweeks for all Aggrieved Employees, resulting in the “PAGA Payment Ratio” for each Aggrieved Employee. Each Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the Aggrieved Employee Payment (as defined below in Section III.M.11) to calculate each Aggrieved Employee’s estimated share of the PAGA Settlement Payment.

3. Allocation of Individual Settlement Payments. For tax purposes, Individual Settlement Payments shall be allocated and treated as follows: 20% as wages (“Wage Portion”); 80% as penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to payroll tax withholdings and shall be reported on IRS Form W-2. The Non-Wage Portion shall not be subject to payroll tax withholdings and shall be reported on IRS Form 1099.

4. Allocation of Aggrieved Employee Payments. For tax purposes, Aggrieved Employee Payments (as defined below in Section III.M.11) shall be allocated and treated as 100% penalties and shall be reported on IRS Form 1099.

5. No Credit Toward Benefit Plans. The Individual Settlement Payments and individual shares of the PAGA Settlement Payment made to Settlement Class

Members and/or Aggrieved Employees under this Settlement Agreement, as well as any other payments made pursuant to this Settlement Agreement, will not be utilized to calculate any additional benefits under any benefit plans to which any Class Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement Agreement will not affect any rights, contributions, or amounts to which any Class Members may be entitled under any benefit plans.

6. All monies received by Settlement Class Members under the Settlement which are attributable to wages shall constitute income to such Settlement Class Members solely in the year in which such monies actually are received by the Settlement Class Members. It is the intent of the Parties that Individual Settlement Payments and individual shares of the PAGA Settlement Payment provided for in this Settlement agreement are the sole payments to be made by Defendant to Settlement Class Members and/or Aggrieved Employees in connection with this Settlement Agreement, with the exception of Plaintiff, and that the Settlement Class Members and/or Aggrieved Employees are not entitled to any new or additional compensation or benefits as a result of having received the Individual Settlement Payments and/or their shares of the PAGA Settlement Payment.

7. Mailing. Individual Settlement Payments and Aggrieved Employee Payments (as defined below in Section III.M.11) shall be mailed by regular First-Class U.S. Mail to Settlement Class Members' and/or Aggrieved Employees last known mailing address no later than fifteen (15) calendar days after the Funding Date.

8. Expiration. Any checks issued to Settlement Class Members and Aggrieved Employees shall remain valid and negotiable for one hundred and eighty (180)

1 days from the date of their issuance. If a Settlement Class Member and/or
2 Aggrieved Employee does not cash his or her settlement check within 90 days,
3 the Settlement Administrator will send a letter to such persons, advising that
4 the check will expire after the 180th day, and invite that Settlement Class
5 Member and/or Aggrieved Employee to request reissuance in the event the
6 check was destroyed, lost or misplaced. In the event an Individual Settlement
7 Payment and/or Aggrieved Employee's individual share of the PAGA
8 Settlement check has not been cashed within one hundred and eighty (180)
9 days, all funds represented by such uncashed checks, plus any interest accrued
10 thereon, shall be distributed consistent with California Code of Civil
11 Procedure Section 384 as follows: to The Children's Advocacy Institute
12 (CAI), founded at the nonprofit University of San Diego School of Law in
13 1989. Neither Class Counsel nor Defendant's counsel, nor any of the Parties,
14 has any interest, pecuniary or otherwise, in CAI. The court shall set a date
15 when the parties shall report to the court the total amount that was actually
16 paid to the Class Members. After the report is received, the court shall amend
17 the judgment to direct the Settlement Administrator to pay the sum of the
18 unpaid residue as a result of uncashed Class Member checks, plus interest that
19 has accrued thereon, to the CAI. Neither Class Counsel nor Defense Counsel
20 or the Parties have any interest, pecuniary or otherwise, in the CAI.

- 21 9. Class Representative Service Award. In addition to the Individual Settlement
22 Payment and her individual share of the PAGA Settlement Payment to be paid
23 to Plaintiff, Plaintiff will apply to the Court for an award of not more than
24 \$10,000, as the Class Representative Service Award. Defendant does not
25 presently intend to oppose a Class Representative Service Award of not more
26 than \$10,000 for Plaintiff. The Settlement Administrator shall pay the Class
27 Representative Service Award, either in the amount stated herein if approved
28 by the Court or some other amount as approved by the Court, to Plaintiff from

1 the Gross Settlement Amount no later than fifteen (15) calendar days after the
2 Funding Date. Any portion of the requested Class Representative Service
3 Awards that is not awarded to the Class Representative shall be part of the Net
4 Settlement Amount and shall be distributed to Settlement Class Members as
5 provided in this Agreement. The Settlement Administrator shall issue an IRS
6 Form 1099 — MISC to Plaintiff for her Class Representative Service Award.
7 Plaintiff shall be solely and legally responsible to pay any and all applicable
8 taxes on her Class Representative Service Award and shall hold harmless the
9 Released Parties from any claim or liability for taxes, penalties, or interest
10 arising as a result of the Class Representative Service Awards. The Class
11 Representative Service Award shall be in addition to Plaintiff's Individual
12 Settlement Payment as a Settlement Class Member. Approval of this
13 Settlement shall not be conditioned on Court approval of the requested amount
14 of the Class Representative Service Award. In the event that the Court reduces
15 or does not approve the requested Class Representative Service Award,
16 Plaintiff shall not have the right to revoke the Settlement, and it will remain
17 binding.

- 18 10. Class Counsel Award. Defendant understands a motion by Class Counsel for
19 attorneys' fees not to exceed one-third of the Gross Settlement Amount
20 currently estimated to be \$250,000.00 plus actual costs and expenses
21 supported by declaration not to exceed Twenty-Five Thousand Dollars
22 (\$25,000.00), from the Gross Settlement Amount will be filed. Any portion
23 of the requested Class Counsel Award that is not awarded to Class Counsel
24 shall be part of the Net Settlement Amount and shall be distributed to
25 Settlement Class Members as provided in this Agreement. The Settlement
26 Administrator shall allocate and pay the Class Counsel Award to Class
27 Counsel from the Gross Settlement Amount no later than fifteen (15) calendar
28 days after the Funding Date. Class Counsel shall be solely and legally

1 responsible to pay all applicable taxes on the payment made pursuant to this
2 paragraph. The Settlement Administrator shall issue an IRS Form 1099 —
3 MISC to Class Counsel for the payments made pursuant to this paragraph. In
4 the event that the Court reduces or does not approve the requested Class
5 Counsel Award, Plaintiff and Class Counsel shall not have the right to revoke
6 the Settlement, or to appeal such order, and the Settlement will remain
7 binding.

8 11. PAGA Settlement Payment. Forty Thousand Dollars (\$40,000) shall be
9 allocated from the Gross Settlement Amount for settlement of claims for civil
10 penalties under the Labor Code Private Attorneys General Act of 2004 (i.e.,
11 the “PAGA Settlement Payment”). The Settlement Administrator shall pay
12 seventy-five percent (75%) of the PAGA Settlement Payment (\$30,000) to the
13 California Labor and Workforce Development Agency no later than fifteen
14 (15) calendar days after the Funding Date (hereinafter “LWDA Payment”).
15 Twenty-five (25%) of the PAGA Settlement (\$10,000) will be distributed to
16 the Aggrieved Employees as described in this Agreement (the “Aggrieved
17 Employee Payment”). For purposes of distributing the PAGA Settlement to
18 the Aggrieved Employees, each Aggrieved Employee shall receive their pro-
19 rata share of the Aggrieved Employee Payment using the PAGA Payment
20 Ratio as defined above.

21 12. Settlement Administration Costs. The Settlement Administrator shall be paid
22 for the costs of administration of the Settlement from the Gross Settlement
23 Amount. The estimate of the Settlement Administration Costs is \$10,000.
24 The Settlement Administrator shall be paid the Settlement Administration
25 Costs no later than twenty-five (25) calendar days after the Funding Date.

26 N. Final Approval Motion. Class Counsel and Plaintiff shall use best efforts to file with
27 the Court a Motion for Order Granting Final Approval and Entering Judgment, within
28 twenty-eight (28) days following the expiration of the Response Deadline, which

1 motion shall request final approval of the Settlement and a determination of the
2 amounts payable for the Class Representative Service Award, the Class Counsel
3 Award, the PAGA Settlement Payment, and the Settlement Administration Costs.

4 1. Declaration by Settlement Administrator. No later than fourteen (14) days
5 after the Response Deadline, the Settlement Administrator shall submit a
6 declaration in support of Plaintiff's motion for final approval of this
7 Settlement detailing the number of Notice Packets mailed and re-mailed to
8 Class Members, the number of undeliverable Notice Packets, the number of
9 timely requests for exclusion, the number of objections received, the amount
10 of the average Individual Settlement Payment and highest Individual
11 Settlement Payment, the Settlement Administration Costs, and any other
12 information as the Parties mutually agree or the Court orders the Settlement
13 Administrator to provide.

14 2. Final Approval Order and Judgment. Class Counsel shall present an Order
15 Granting Final Approval of Class Action Settlement to the Court for its
16 approval, and Judgment thereon, at the time Class Counsel files the Motion
17 for Final Approval. After entry of the Judgment, the Settlement
18 Administrator will provide notice of the final judgment to the Class Members
19 by posting the Judgment on the administrator's website.

20 O. Defendant's Option to Revoke Settlement. Defendant has the unilateral right to
21 revoke the Settlement and Defendant shall have, in its sole discretion, the option to
22 terminate this Settlement if, after the Response Deadline, the number of Settlement
23 Class Members who submitted timely and valid written requests for exclusion from
24 the Settlement is at least five percent (5%) of all Settlement Class Members. If
25 Defendant exercises the option to terminate this Settlement, Defendant shall: (a)
26 provide written notice to Class Counsel within five (5) calendar days after the
27 Settlement Administrator provides information regarding opt outs (which is to occur
28 no later than fourteen (14) calendar days after the Response Deadline, and (b) pay all

1 Settlement Administration Costs incurred up to the date or as a result of the
2 termination, but shall be relieved of any obligation to pay the Gross Settlement
3 Amount or any other obligations under this Agreement; and the Parties shall proceed
4 in all respects as if this Agreement had not been executed.

5 P. Review of Motions for Preliminary and Final Approval. Class Counsel will provide
6 an opportunity for Counsel for Defendant to review the Motions for Preliminary and
7 Final Approval, including the Order Granting Final Approval of Class Action
8 Settlement, and Judgment, at least five (5) court days before filing with the Court. The
9 Parties and their counsel will cooperate with each other and use their best efforts to
10 affect the Court's approval of the Motions for Preliminary and Final Approval of the
11 Settlement, and entry of Judgment.

12 Q. Cooperation. The Parties and their counsel will cooperate with each other and use
13 their best efforts to implement the Settlement.

14 R. Interim Stay of Proceedings. The Parties agree to stay all proceedings in the Actions,
15 except such proceedings necessary to implement and complete the Settlement, pending
16 the Final Approval/Settlement Fairness Hearing to be conducted by the Court

17 S. Amendment or Modification. This Agreement may be amended or modified only by
18 a written instrument signed by counsel for all Parties or their successors-in-interest.

19 T. Entire Agreement. This Agreement and any attached Exhibits constitute the entire
20 Agreement among these Parties, and no oral or written representations, warranties or
21 inducements have been made to any Party concerning this Agreement or its Exhibits
22 other than the representations, warranties and covenants contained and memorialized
23 in this Agreement and its Exhibit.

24 U. Authorization to Enter into Settlement Agreement. Counsel for all Parties warrant and
25 represent they are expressly authorized by the Parties whom they represent to negotiate
26 this Agreement and to take all appropriate Action required or permitted to be taken by
27 such Parties pursuant to this Agreement to effectuate its terms, and to execute any other
28 documents required to effectuate the terms of this Agreement. The persons signing

1 this Agreement on behalf of Defendant represents and warrants that he/she is
2 authorized to sign this Agreement on behalf of Defendant. Plaintiff represents and
3 warrants that she is authorized to sign this Agreement and that she has not assigned
4 any claim, or part of a claim, covered by this Settlement to a third-party.

5 V. No Public Comment: The Parties and their counsel agree that they will not issue any
6 press releases, initiate any contact with the press, respond to any press inquiry, or have
7 any communication with the press about the fact, amount or terms of the Settlement
8 Agreement. Class Counsel further agrees not to use the Settlement Agreement or any
9 of its terms for any marketing or promotional purposes. Nothing herein will restrict
10 Class Counsel from including publicly available information regarding this settlement
11 in future judicial submissions regarding Class Counsel's qualifications and experience.
12 Further, Class Counsel will not include, reference or use the Settlement Agreement for
13 any marketing or promotional purposes, including publishing such information on any
14 website or social media forum (including through organizations that publicize verdicts
15 and settlements and on websites operated by or for Class Counsel), or for attempting
16 to influence business relationships at Defendant's locations, either before or after the
17 Motion for Preliminary Approval is filed.

18 W. Binding on Successors and Assigns. This Agreement shall be binding upon, and inure
19 to the benefit of, the successors or assigns of the Parties, as previously defined.

20 X. California Law Governs. All terms of this Agreement and the Exhibit and any disputes
21 shall be governed by and interpreted according to the laws of the State of California.

22 Y. Counterparts. This Agreement may be executed in one or more counterparts. All
23 executed counterparts and each of them shall be deemed to be one and the same
24 instrument provided that counsel for the Parties to this Agreement shall exchange
25 among themselves copies or originals of the signed counterparts.

26 Z. This Settlement Is Fair, Adequate and Reasonable. The Parties believe this Settlement
27 is a fair, adequate and reasonable settlement of this Action and have arrived at this
28

1 Settlement after extensive arms-length negotiations, taking into account all relevant
2 factors, present and potential.

3 AA. Jurisdiction of the Court. The Parties agree that this Settlement Agreement shall be
4 enforceable by the Court pursuant to California Code of Civil Procedure Section 664.6.
5 The Parties agree that the Court shall retain jurisdiction with respect to the
6 interpretation, implementation and enforcement of the terms of this Agreement and all
7 orders and judgments entered in connection therewith, and the Parties and their counsel
8 submit to the jurisdiction of the Court for purposes of interpreting, implementing and
9 enforcing the settlement and all orders and judgments entered in connection with this
10 Agreement.

11 BB. Invalidity of Any Provision. Before declaring any provision of this Agreement invalid,
12 the Court shall first attempt to construe the provisions valid to the fullest extent
13 possible consistent with applicable precedents so as to define all provisions of this
14 Agreement valid and enforceable.

15 CC. No Unalleged Claims. Plaintiff and Class Counsel represent that they do not currently
16 intend to pursue any claims against the Released Parties, including, but not limited to,
17 any and all claims relating to or arising from Plaintiff's employment with Defendant,
18 regardless of whether Class Counsel is currently aware of any facts or legal theories
19 upon which any claims or causes of action could be brought against Released Parties,
20 including those facts or legal theories alleged in the operative complaint in this Action.
21 The Parties further acknowledge, understand and agree that this representation is
22 essential to the Agreement and that this Agreement would not have been entered into
23 were it not for this representation.

24 DD. Waiver of Certain Appeals. The Parties agree to stipulate to class certification for
25 purposes of this Settlement only.

26 EE. No Admissions by the Parties. Plaintiff has claimed and continues to claim that the
27 Released Claims have merit and give rise to liability on the part of Defendant.
28 Defendant claims that the Released Claims have no merit and do not give rise to

liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendant or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/his own attorney's fees and costs.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: Jun 24, 2022


Yvette Molina (Jun 24, 2022 06:37 PDT)
YVETTE MOLINA

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

DATED: _____

HAWAIIAN AIRLINES, INC.

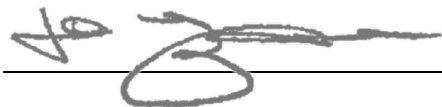
Printed Name

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: June 24, 2022

JCL LAW FIRM, A.P.C.

By: 

Attorneys for Plaintiff and the Settlement Class Members

liability. This Agreement is a compromise of disputed claims. Nothing contained in this Agreement and no documents referred to and no action taken to carry out this Agreement may be construed or used as an admission by or against the Defendant or Plaintiff or Class Counsel as to the merits or lack thereof of the claims asserted. Other than as may be specifically set forth herein, each Party shall be responsible for and shall bear its/his own attorney's fees and costs.

IT IS SO AGREED, FORM AND CONTENT, BY PLAINTIFF:

DATED: _____

YVETTE MOLINA

IT IS SO AGREED, FORM AND CONTENT, BY DEFENDANTS:

DATED: 6/23/2022

DocuSigned by:
Marguerite S.N. Fujie
E7E3F4DFC1744BD

HAWAIIAN AIRLINES, INC.

Marguerite S.N. Fujie

Printed Name

Assistant General Counsel

Title

IT IS SO AGREED AS TO FORM BY COUNSEL:

DATED: _____

JCL LAW FIRM, A.P.C.

By: _____

Attorneys for Plaintiff and the Settlement Class Members

1 DATED: June 24, 2022

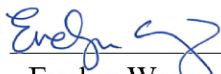
ZAKAY LAW GROUP, APLC

2 By:  _____

3 Attorneys for Plaintiff and the Settlement Class
4 Members

5
6
7 DATED: June 23, 2022

DAVIS WRIGHT TREMAINE LLP

8 By:  _____

9 Evelyn Wang
10 Attorneys for Defendant
11
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EXHIBIT B

FILED
LOS ANGELES SUPERIOR COURT

JUL 12 2022

SHERRI R. CARTER, EXECUTIVE OFFICER/CLERK
BY Nancy Navarro Deputy
NANCY NAVARRO

SUPERIOR COURT OF CALIFORNIA

COUNTY OF LOS ANGELES

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

Plaintiff,

v.

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

Defendants.

Case No.: 20STCV28079

ORDER GRANTING
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT

Date: July 12, 2022

Time: 9:00 a.m.

Dept.: SSC-17

I. BACKGROUND

Plaintiff Yvette Molina sues her employer, Defendant Hawaiian Airlines, Inc., for alleged wage and hour violations. Defendant operates an airline with operations in various airports in California. Plaintiff seeks to represent a class of Defendant's current and former non-exempt employees.

1 On July 23, 2020, Plaintiff filed a class action complaint alleging causes of
2 action for: (1) Unfair Competition (Business and Professions Code §§ 17200); (2)
3 Failure to Pay Overtime Wages (Labor Code §§ 510 et seq.); (3) Failure to Pay
4 Minimum Wages (Labor Code §§ 1194, 1197 and 1197.1); (4) Failure to Provide
5 Required Meal Periods (Labor Code §§ 226.7 and 512); (5) Failure to Provide Required
6 Rest Periods (Labor Code §§ 226.7 and 512); (6) Failure to Provide Accurate Itemized
7 Wage Statements (Labor Code § 226); (7) Failure to Reimburse Employees for
8 Required Expenses (Labor Code § 2802); and (8) Failure to Provide Wages When Due
9 (Labor Code §§ 201, 202 and 203). On November 3, 2020, Plaintiff filed a First
10 Amended Complaint to add a ninth cause of action for violations of the Private
11 Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”).

12 On June 3, 2021, the parties participated in a mediation before Mark Rudy, Esq.,
13 which resulted in an agreement to settle. The parties subsequently finalized the long-
14 form *Stipulation of Class Action Settlement and Release of Claims* (“Settlement
15 Agreement”), a copy of which was filed with the Court.

16 On April 21, 2022, the Court issued a “checklist” for the parties to address
17 several deficiencies. In response, the parties submitted supplemental briefing and an
18 Amended Settlement Agreement, a copy of which is attached to the declaration of
19 Shani O. Zakay (“Zakay Decl.”) as Exhibit 1. A hearing was held June 21, 2022 at
20 which time The Court and counsel discussed the scope of the release and information
21 needed regarding the proposed cy pres recipient. Supplemental papers and a Second
22 Amended Stipulation of Class Action Settlement and Release of Claims was filed June
23 28, 2022, attached to the Declaration of Shani O. Zakay. References below are to the
24 Second Amended Stipulation of Class Action Settlement and Release of Claims.
25

1 Now before the Court is Plaintiff's motion for preliminary approval of the
2 settlement. For the reasons set forth below, the Court preliminarily grants approval for
3 the settlement.

4
5
6 **II. THE TERMS OF THE SETTLEMENT**

7 **A. SETTLEMENT CLASS AND RELATED DEFINITIONS**

8 "Class Members" or the "Class" means all non-exempt Clerical, Office, Stores,
9 Fleet and Passenger Service Employees under the collective bargaining agreement
10 between Defendant and the International Association of Machinists and Aerospace
11 Workers (AFL-CIO) ("IAMC"), who are or previously were employed by Defendant in
12 California during the period of April 6, 2016 through and including August 31, 2021.

13 (¶I.G)

14 "Class Period" means the period from April 6, 2016 through and including
15 August 31, 2021. (¶I.H)

16 "Aggrieved Employees" shall mean all non-exempt Clerical, Office, Stores,
17 Fleet and Passenger Service Employees under the collective bargaining agreement
18 between Defendant and the IAMC, who are or previously were employed by Defendant
19 in California during the PAGA Period. (¶I.B)

20 "PAGA Period" means the period of April 6, 2019 through and including August
21 31, 2021. (¶I.U)

22 "Settlement Class Members" or "Settlement Class" means all Class Members
23 who have not submitted a timely and valid written request for exclusion as provided in
24 the Agreement. (¶I.GG)

1 **B. THE MONETARY TERMS OF SETTLEMENT**

2 The essential monetary terms are as follows:

- 3 • The Gross Settlement Amount (“GSA”) is **\$750,000** (¶I.O). This includes
4 payment of a PAGA penalty of **\$40,000** to be paid 75% to the LWDA (\$30,000)
5 and 25% to the Aggrieved Employees (\$10,000) (¶III.M.11).
- 6 ○ Class Size: At the time of mediation, Defendant estimated that the
7 Settlement Class was comprised of 335 individuals who collectively
8 worked approximately 28,500 Workweeks (“Projected Workweeks”). In
9 regard hereto, Defendant will provide a declaration under penalty of
10 perjury confirming the number of Class Members and Workweeks during
11 the Class Period. If, at the time of Defendant’s declaration, the actual
12 number of Workweeks exceeds the Projected Workweeks by more than
13 10% -- that is, the actual number of Workweeks exceeds 31,350
14 Workweeks—Defendant shall increase the Gross Settlement Amount
15 proportionally with each added Workweek at a rate of \$23.92 per
16 Workweek. In the event this provision is triggered, the Gross Settlement
17 Amount will automatically increase accordingly, the Class Counsel
18 Award requested will increase proportionally, the Administration costs
19 will increase as necessary, and all such changes will be incorporated into
20 the Notice Packet without the need for further/additional approval of the
21 Court. (¶III.A.2)
- 22 ○ Defendant provided a declaration confirming the number of Class
23 Members and Workweeks during the Class Period. (Declaration of
24 Evelyn Wang ¶¶3-5.)
- 25 • The Net Settlement Amount (“Net”) (**\$425,000**) is the GSA less:

- Up to **\$250,000** (33 1/3%) for attorney fees (§I.E);
- Up to **\$25,000** for attorney costs (*Ibid.*);
- Up to **\$10,000** for a service award to the proposed class representative (§III.M.9);
- Estimated **\$10,000** for settlement administration costs (§III.M.12); and
- **\$30,000** payment to the LWDA (75% of \$40,000) (§III.M.11).
- Employer-side payroll taxes will be paid by Defendant separate from the GSA (§I.O).
- Assuming the Court approves all maximum requested deductions, approximately \$425,000 will be available for distribution to participating class members.
Assuming full participation, the average settlement share will be approximately \$1,268.66. ($\$425,000 \text{ Net} \div 335 \text{ class members} = \$1,268.66$). In addition, each Aggrieved Employee will receive a portion of the PAGA penalty, estimated to be \$41.84 per Aggrieved Employee. ($\$10,000 \text{ or } 25\% \text{ of } \$40,000 \text{ PAGA penalty} \div 239 \text{ Aggrieved Employees} = \41.84).
- There is no Claim Requirement (Notice, pg. 1)
- The settlement is not reversionary (§III.A.1).
- Individual Settlement Share Calculation: Using the Class Data, the Settlement Administrator shall add up the total number of Workweeks for all Class Members. The respective Workweeks for each Class Member will be divided by the total Workweeks for all Class Members, resulting in the Payment Ratio for each Class Member. Each Class Member's Payment Ratio will then be multiplied by the Net Settlement Amount to calculate each Class Member's estimated Individual Settlement Payment. (§III.M.1)

- “Workweeks”, for purposes of calculating the distribution of the Net Settlement Amount, means the number of weeks of employment during the Class Period that each Class Member worked in California. The Settlement Administrator will calculate the number of Workweeks by calculating the number of days each Class Member worked during the Class Period, dividing by seven (7), and rounding up to the nearest whole number. For purpose of determining the Individual Settlement Payments and the Settlement Allocation, each Class Member who is a former employee no longer working for Defendant will be assigned two (2) additional Workweeks. (§I.HH)
- Interest accrued on the Gross Settlement Amount, if any, shall be paid and distributed to the Settlement Class Members as part of their respective Individual Settlement Payment. (§I.FF)
- Calculation of Individual Payments to the Aggrieved Employees: Using the Class Data, the Settlement Administrator shall add up the total number of PAGA Workweeks for all Aggrieved Employees during the PAGA Period. The respective PAGA Workweeks for each Aggrieved Employee will be divided by the total PAGA Workweeks for all Aggrieved Employees, resulting in the “PAGA Payment Ratio” for each Aggrieved Employee. Each Aggrieved Employee’s PAGA Payment Ratio will then be multiplied by the Aggrieved Employee Payment (as defined in §III.M.11) to calculate each Aggrieved Employee’s estimated share of the PAGA Settlement Payment. (§III.M.2)
 - “PAGA Workweeks”, for purposes of calculating the distribution of the Aggrieved Employee Payment, means the number of weeks of employment during the PAGA Period that each Aggrieved Employee

1 worked in California. The Settlement Administrator will calculate the
2 number of Workweeks by calculating the number of days each Aggrieved
3 Employee worked during the PAGA Period, dividing by seven (7), and
4 rounding up to the nearest whole number. (§I.II)

- 5 • Tax Withholdings: Individual Settlement Payments shall be allocated and treated
6 as follows: 20% as wages; 80% as penalties and interest. (§III.M.3) Aggrieved
7 Employee Payments shall be allocated and treated as 100% penalties and shall
8 be reported on IRS Form 1099. (§III.M.4)

- 9 • Funding of Settlement: Defendant is required to pay the Gross Settlement
10 Amount on or before the Funding Date, plus any employer's share of payroll
11 taxes on the portion of the Individual Settlement Payments constituting wages as
12 mandated by law. (§III.M) Defendant shall pay, via wire transfer, the Gross
13 Settlement Amount to the Settlement Administrator on the Funding Date.
14 (§III.A.3) Defendant's share of employer side payroll taxes are in addition to the
15 Gross Settlement Amount and shall be paid together with the Gross Settlement
16 Amount. (§III.A.4)

17 1. "Funding Date" shall mean sixty-five (65) calendar days after the
18 Effective Date and is the date Defendant transfers the Total Settlement
19 Amount into the QSF in accord with the terms of this Agreement. (§I.N)

- 20 • Distribution: Individual Settlement Payments and Aggrieved Employee
21 Payments shall be mailed by regular First-Class U.S. Mail to Settlement Class
22 Members' and/or Aggrieved Employees last known mailing address no later than
23 fifteen (15) calendar days after the Funding Date. (§III.M.7)
- 24 • Uncashed Settlement Payment Checks: Any checks issued to Settlement Class
25 Members and Aggrieved Employees shall remain valid and negotiable for one

1 hundred and eighty (180) days from the date of their issuance. In the event an
2 Individual Settlement Payment and/or Aggrieved Employee's individual share of
3 the PAGA Settlement check has not been cashed within one hundred and eighty
4 (180) days, all funds represented by such uncashed checks, plus any interest
5 accrued thereon, shall be distributed consistent with California Code of Civil
6 Procedure Section 384 as follows: to The Children's Advocacy Institute (CAI),
7 founded at the nonprofit University of San Diego School of Law in 1989.

8 (¶III.M.8)

- 9 ○ All counsel and the parties represent that they have no interest in or
10 involvement in the governance or work of The Children's Advocacy
11 Institute (CAI), founded at the nonprofit University of San Diego School
12 of Law in 1989. (Wang Decl. ¶2; Zakay Supp. Dec. ¶4; Supp. Molina
13 Dec., Supp. Lapuyade Dec.)
- 14 • Amendment or Modifications: This Agreement may be amended or modified
15 only by a written instrument signed by counsel for all Parties or their successors-
16 in-interest. (¶III.S)

17 **C. TERMS OF RELEASES**

- 18 • Release by Settlement Class Members: As of the Funding Date, in exchange for
19 the consideration set forth in this Agreement, Plaintiff and the Settlement Class
20 Members release the Released Parties from the Released Class Claims for the
21 Class Period. (¶III.B)
- 22 ○ "Released Class Claims" means all class action claims arising out of or
23 reasonably related to the factual allegations pled in the operative First
24 Amended Complaint in the Action, which occurred during the Class
25 Period. The Released Class Claims include but are not limited to all

1 claims arising out of or reasonably related to unpaid minimum wage and
2 overtime resulting from off-the-clock work during the Class Period. Upon
3 entry of final judgment and funding in full of the Gross Settlement
4 Amount by Defendant, Plaintiff and the Settlement Class Members will
5 release Defendant and the Released Parties from all remedies that could
6 be claimed in connection with the Released Claims including, but not
7 limited to, statutory, constitutional, contractual damages, unpaid costs,
8 penalties, punitive damages, interest, attorneys' fees, litigation costs,
9 restitution, and equitable relief. Released Class Claims do not include any
10 claims an individual Class Member may have against themselves and/or
11 another individual Class Member that do not arise out of or are unrelated
12 to the factual allegations pled in the operative First Amended Complaint.

13 (¶I.AA)

- 14 • Release by the Aggrieved Employees: As of the Funding Date, in exchange for
15 the consideration set forth in this Agreement, the Plaintiff, the Aggrieved
16 Employees, the LWDA, and the State of California release the Released Parties
17 from the Released PAGA Claims for the PAGA Period. (¶III.C)
 - 18 ○ "Released PAGA Claims" means any and all claims for civil penalties,
19 fees and costs arising under PAGA expressly alleged in the operative First
20 Amended Complaint in the Action and Plaintiff's notice letter to the
21 LWDA which occurred during the PAGA Period. (¶I.BB)
- 22 • "Released Parties" shall mean Defendant and all affiliated predecessor and
23 successor entities, and each such entity's respective present and former
24 subsidiaries, affiliates, parents, agents, exempt employees, members, investors,
25

1 partners, owners, directors, officers, attorneys, trustees, insurers, representatives,
2 predecessors, successors, and assigns. (§I.CC)

- 3 • The named Plaintiff will also provide a general release and a waiver of the
4 protections of Cal. Civ. Code §1542. (§III.D)
- 5 • The releases are effective as of the Funding Date, which will occur sixty-five
6 (65) calendar days after the Effective Date. (§I.N)

7
8 **D. SETTLEMENT ADMINISTRATION**

- 9 • The proposed Settlement Administrator is ILYM Group, Inc. (§I.FF), which has
10 provided evidence that no counsel are affiliated with it and that it has adequate
11 procedures in place to safeguard the data and funds to be entrusted to it. (See
12 Decl. of Sean Hartranft; Supp. Decl. of Hartranft.)
- 13 • Settlement administration costs are estimated to be \$9,780.50. (Hartranft Decl.
14 §9.)
- 15 • Notice: The manner of giving notice is described below.
- 16 • Opt Out/Objection Dates: “Response Deadline” means the date forty-five (45)
17 days after the Settlement Administrator mails Notice Packets to Class Members
18 and the last date on which Class Members may submit written requests for
19 exclusion or objections to the Settlement. (§I.DD) This deadline applies to
20 workweek disputes. (§III.L.5)
 - 21 ○ Any Class Member that submits a timely request for exclusion that is also a
22 member of the Aggrieved Employees will still receive their pro rata share
23 of the PAGA Settlement, and in consideration, will be bound by the
24 Release by the Aggrieved Employees. (§III.L.7)

- Defendant has the unilateral right to revoke the Settlement and Defendant shall have, in its sole discretion, the option to terminate this Settlement if, after the Response Deadline, the number of Settlement Class Members who submitted timely and valid written requests for exclusion from the Settlement is at least five percent (5%) of all Settlement Class Members.

(¶III.O)

- Notice of Final Judgment will be posted on the Settlement Administrator’s website (¶III.N.2).

III. SETTLEMENT STANDARDS AND PROCEDURE

California Rules of Court, rule 3.769(a) provides: “A settlement or compromise of an entire class action, or of a cause of action in a class action, or as to a party, requires the approval of the court after hearing.” “Any party to a settlement agreement may serve and file a written notice of motion for preliminary approval of the settlement. The settlement agreement and proposed notice to class members must be filed with the motion, and the proposed order must be lodged with the motion.” See Cal. Rules of Court, rule 3.769(c).

“In a class action lawsuit, the court undertakes the responsibility to assess fairness in order to prevent fraud, collusion or unfairness to the class, the settlement or dismissal of a class action. The purpose of the requirement [of court review] is the protection of those class members, including the named plaintiffs, whose rights may not have been given due regard by the negotiating parties.” *Consumer Advocacy Group, Inc. v. Kintetsu Enterprises of America* (2006) 141 Cal. App.4th 46, 60 [internal quotation marks omitted]; *Wershba v. Apple Computer, Inc.* (2001) 91 Cal.App.4th 224, 245, disapproved on another ground in *Hernandez v. Restoration Hardware, Inc.* (2018)

1 4 Cal. 5th 260 (“*Wershba*”), [Court needs to “scrutinize the proposed settlement
2 agreement to the extent necessary to reach a reasoned judgment that the agreement is
3 not the product of fraud or overreaching by, or collusion between, the negotiating
4 parties, and that the settlement, taken as a whole, is fair, reasonable and adequate to all
5 concerned.”] [internal quotation marks omitted].

6 “The burden is on the proponent of the settlement to show that it is fair and
7 reasonable. However, “a presumption of fairness exists where: (1) the settlement is
8 reached through arm's-length bargaining; (2) investigation and discovery are sufficient
9 to allow counsel and the court to act intelligently; (3) counsel is experienced in similar
10 litigation; and (4) the percentage of objectors is small.” *Wershba*, 91 Cal. App. 4th at
11 245 [citing *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802].

12 Notwithstanding an initial presumption of fairness, “the court should not give
13 rubber-stamp approval.” *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th
14 116, 130 (“*Kullar*”). “[W]hen class certification is deferred to the settlement stage, a
15 more careful scrutiny of the fairness of the settlement is required.” *Carter v. City of*
16 *Los Angeles* (2014) 224 Cal.App.4th 808, 819. “To protect the interests of absent class
17 members, the court must independently and objectively analyze the evidence and
18 circumstances before it in order to determine whether the settlement is in the best
19 interests of those whose claims will be extinguished.” *Kullar*, 168 Cal. App. 4th at 130.
20 In that determination, the court should consider factors such as “the strength of
21 plaintiffs' case, the risk, expense, complexity and likely duration of further litigation,
22 the risk of maintaining class action status through trial, the amount offered in
23 settlement, the extent of discovery completed and stage of the proceedings, the
24 experience and views of counsel, the presence of a governmental participant, and the
25 reaction of the class members to the proposed settlement.” *Id.* at 128. “Th[is] list of

1 factors is not exclusive and the court is free to engage in a balancing and weighing of
2 factors depending on the circumstances of each case.” *Wershba*, 91 Cal. App. 4th at
3 245.

4 At the same time, “[a] settlement need not obtain 100 percent of the damages
5 sought in order to be fair and reasonable. Compromise is inherent and necessary in the
6 settlement process. Thus, even if ‘the relief afforded by the proposed settlement is
7 substantially narrower than it would be if the suits were to be successfully litigated,’
8 this is no bar to a class settlement because ‘the public interest may indeed be served by
9 a voluntary settlement in which each side gives ground in the interest of avoiding
10 litigation.’” *Id.* at 250.

11 **IV. ANALYSIS OF SETTLEMENT AGREEMENT**

12 **A. THERE IS A PRESUMPTION OF FAIRNESS**

13
14 The settlement is entitled to a presumption of fairness for the following reasons:

15 **1. The settlement was reached through arm’s-length bargaining**

16
17 On June 3, 2021, the parties participated in a mediation before Mark Rudy, Esq.,
18 which resulted in their executing a Memorandum of Understanding. The parties
19 subsequently finalized the Settlement Agreement. (JCL Decl. ¶14.)
20
21

22 **2. The investigation and discovery were sufficient**

23 Class Counsel represents that in February 2020, Plaintiff produced documents
24 related to her employment for Defendant, including portions of Defendant’s handbook,
25 the applicable collective bargaining agreement, compensation policies and time and

1 payroll records. (*Id.* at ¶15.) In March 2020, Class Counsel requested Plaintiff's
2 employee file from Defendant, to which Defendant produced copies of Plaintiff's hiring
3 documents, payroll and time records and performance reviews. (*Id.* at ¶16.)

4 In preparation for mediation, Defendant produced the time and payroll records
5 for the entire Class, aggregate workweek and pay period data for 100% of the Class,
6 full and complete copies of applicable handbooks containing, inter alia, compensation,
7 timekeeping, meal and rest period policies, and pertinent collective bargaining
8 agreements ("CBA" or "CBAs") covering the Class Members. (*Id.* at ¶17.) Plaintiff's
9 counsel retained Eric Lietzow of Desmond, Marcello & Amster ("DMA"), to analyze
10 Defendant's time and payroll data. (*Id.* at ¶¶ 13, 18.) DMA determined the
11 approximate number of work shift, workweeks, pay periods, average rate of pay,
12 average regular rate of pay, average length of shift and average number of hours
13 worked per week and pay period during the Class Period, and estimated the number of
14 unpaid wages, missed, late or truncated meal and rest periods, the amount meal period
15 premiums paid during the Class Period, and the amount of off-the-clock work
16 performed by the Class Members during the Class Period. (*Id.* at ¶19.) In advance of
17 mediation, Class Counsel created several damage models predicated on DMA's
18 analysis. (*Id.* at ¶20.) The calculation of damages was based on a review and analysis
19 of all payroll records, and no sampling was done. (Zakay Decl. ¶3.a)

20 This is sufficient to value the case for settlement purposes.

21 **3. Counsel is experienced in similar litigation**

22
23 Class Counsel represent that they are experienced in class action litigation,
24 including wage and hour class actions. (*Id.* at ¶51; Declaration of Shani O. Zakay,
25 Exhibit A.)

1
2 **4. Percentage of the class objecting**

3 This cannot be determined until the final fairness hearing. Weil & Brown et al.,
4 Cal. Prac. Guide: Civ. Pro. Before Trial (The Rutter Group 2019) ¶ 14:139.18 [“Should
5 the court receive objections to the proposed settlement, it will consider and either sustain
6 or overrule them at the fairness hearing.”].

7
8 **B. THE SETTLEMENT MAY PRELIMINARILY BE CONSIDERED**
9 **FAIR, ADEQUATE, AND REASONABLE**
10

11 Notwithstanding a presumption of fairness, the settlement must be evaluated in its
12 entirety. The evaluation of any settlement requires factoring unknowns. “As the court
13 does when it approves a settlement as in good faith under Code of Civil Procedure
14 section 877.6, the court must at least satisfy itself that the class settlement is within the
15 ‘ballpark’ of reasonableness. See *Tech-Bilt, Inc. v. Woodward-Clyde & Associates* (1985)
16 38 Cal.3d 488, 499–500. While the court is not to try the case, it is ‘called upon to
17 consider and weigh the nature of the claim, the possible defenses, the situation of the
18 parties, and *the exercise of business judgment* in determining whether the proposed
19 settlement is reasonable.’ (*City of Detroit v. Grinnell Corporation, supra*, 495 F.2d at p.
20 462, italics added.)” *Kullar*, 168 Cal.App.4th at 133 (emphasis in original).

21
22 **1. Amount Offered in Settlement**

23 The most important factor is the strength of the case for plaintiffs on the merits,
24 balanced against the amount offered in settlement.” (*Id.* at 130.)
25

1 Class Counsel estimated Defendant's maximum exposure at \$4,960,778.80, based
2 on the following analysis:

3 Violation	Maximum Exposure
4 Unpaid Overtime and Sick Pay	\$111,562.64
5 Meal Period Violations	\$334,993.00
6 Rest Period Violations	\$334,993.77
7 Off-the-Clock Wage Claim	\$442,215.39
8 Reimbursement Claim	\$167,075.00
9 Wage Statement Penalties and	\$1,036,239.00
10 Waiting Time Penalties	
11 PAGA Penalties	\$2,533,700.00
12 Total	\$4,960,778.80

13 (JCL Decl. ¶¶ 23-36; see also Supp. Zakay Decl. ¶¶ 3-4.)

14 Class Counsel obtained a gross settlement valued at \$750,000. This is
15 approximately 15.1% of Defendant's maximum exposure and approximately 54% of the
16 maximum exposure on all non-derivative or non-penalty claims.

18 2. The Risks of Future Litigation

19 The case is likely to be expensive and lengthy to try. Procedural hurdles (e.g.,
20 motion practice and appeals) are also likely to prolong the litigation as well as any
21 recovery by the class members. Even if a class is certified, there is always a risk of
22 decertification. *Weinstat v. Dentsply Intern., Inc.* (2010) 180 Cal.App.4th 1213, 1226
23 ["Our Supreme Court has recognized that trial courts should retain some flexibility in
24 conducting class actions, which means, under suitable circumstances, entertaining
25 successive motions on certification if the court subsequently discovers that the propriety

1 of a class action is not appropriate.”].) Further, the settlement was negotiated and
2 endorsed by Class Counsel who, as indicated above, are experienced in class action
3 litigation. Based upon their investigation and analysis, the attorneys representing
4 Plaintiff and the class are of the opinion that this settlement is fair, reasonable, and
5 adequate. (JCL Decl. ¶22.)

6 The Court also notes that Plaintiff brings a PAGA claim on behalf of the LWDA,
7 which was sent a copy of the Settlement Agreement on June 28, 2022. Any objection by
8 it will be considered at the final fairness hearing.

9 10 **3. The Releases Are Limited**

11 The Court has reviewed the Releases to be given by the absent class members and
12 the named plaintiff. The releases, described above, are tailored to the pleadings and
13 release only those claims in the pleadings. There is no general release by the absent
14 class. The named plaintiff’s general release is appropriate given that she was represented
15 by counsel in its negotiation.

16 17 **4. Conclusion**

18 Class Counsel estimated Defendant’s maximum exposure at \$4,960,778.80. Class
19 Counsel obtained a gross settlement valued at \$750,000. This is approximately 15.1% of
20 Defendant’s maximum exposure and over 54% of the maximum exposure on core claims.
21 Given the uncertain outcomes, including the potential that the class might not be
22 certified, that liability is a contested issue, and that the full amount of penalties would not
23 necessarily be assessed even if the class is certified and liability found, the settlement is
24 within the “ballpark of reasonableness.”
25

1 **C. CONDITIONAL CLASS CERTIFICATION MAY BE GRANTED**

2 A detailed analysis of the elements required for class certification is not required,
3 but it is advisable to review each element when a class is being conditionally certified.
4 *Amchem Products, Inc. v. Winsor* (1997) 521 U.S. 591, 620, 622-627. The party
5 advocating class treatment must demonstrate the existence of an ascertainable and
6 sufficiently numerous class, a well-defined community of interest, and substantial
7 benefits from certification that render proceeding as a class superior to the alternatives.”
8 *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1021.

9 **1. The Proposed Class is Numerous**

10 There are 335 putative Class Members. (JCL Decl. ¶44.) Numerosity is
11 established. *Franchise Tax Bd. Limited Liability Corp. Tax Refund Cases* (2018) 25
12 Cal.App.5th 369, 393: stating that the “*requirement that there be many parties to a*
13 *class action is liberally construed,*” and citing examples wherein classes of as little as
14 10, *Bowles v. Superior Court* (1955) 44 Cal.2d 574, and 28, *Hebbard v. Colgrove*
15 (1972) 28 Cal.App.3d 1017, were upheld).

16 **2. The Proposed Class Is Ascertainable**

17 “A class is ascertainable, as would support certification under statute
18 governing class actions generally, when it is defined in terms of objective
19 characteristics and common transactional facts that make the ultimate identification
20 of class members possible when that identification becomes necessary.” *Noel v. Thrifty*
21 *Payless, Inc.* (2019) 7 Cal.5th 955, 961 (*Noel*).

22 The class is defined above. Class Members are ascertainable through
23 Defendant’s records. (JCL Decl. ¶44.)

24 //

25 //

1 **3. There Is A Community of Interest**

2 “The community of interest requirement involves three factors: ‘(1) predominant
3 common questions of law or fact; (2) class representatives with claims or defenses typical
4 of the class; and (3) class representatives who can adequately represent the class.’”
5 *Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.

6 As to predominant questions of law or fact, Plaintiff asserts that the California
7 statutes relating to each of Plaintiff’s claims apply with equal force and effect to the
8 entire Settlement Class. Plaintiff contends that Defendant’s policies and practices apply
9 class-wide and that Defendant’s liability can be determined by facts common to all
10 members of the class. (JCL Decl. ¶45.)

11 As to typicality, Plaintiff contends that her wage and hour claims are typical of the
12 proposed Class because they arise from the same factual basis and are based on the same
13 legal theories applicable to the other Class Members. (Declaration of Yvette Molina ¶4.)

14 As to adequacy, Plaintiff represents that she is aware of her duties as class
15 representative and does not have conflicts of interest with the class. (*Id.* at ¶¶ 5-6.) As
16 previously stated, Class Counsel have experience in class action litigation.

17 **4. Substantial Benefits Exist**

18
19 Given the relatively small size of the individual claims, a class action is superior to
20 separate actions by the class members.

21
22 **D. THE PROPOSED NOTICE PLAN MEETS THE REQUIREMENTS**
23 **OF DUE PROCESS**

24 The purpose of notice is to provide due process to absent class members. A practical
25 approach is required, in which the circumstances of the case determine what forms of

1 notice will adequately address due process concerns. *Noel*, 7 Cal.5th at 982. California
2 Rules of Court, rule 3.766 (e) provides that in determining the manner of the notice, the
3 court must consider: (1) the interests of the class; (2) the type of relief requested; (3) the
4 stake of the individual class members; (4) the cost of notifying class members; (5) the
5 resources of the parties; (6) the possible prejudice to class members who do not receive
6 notice; and (7) the res judicata effect on class members.

7 **1. Method of class notice**

8 No later than ten (10) business days after the Preliminary Approval Date,
9 Defendant shall provide the Settlement Administrator with the Class Data for purposes
10 of preparing and mailing Notice Packets to the Class Members. (§III.L.1) Upon receipt
11 of the Class Data, the Settlement Administrator will perform a search based on the
12 National Change of Address Database to update and correct any known or identifiable
13 address changes. No later than fourteen (14) calendar days after receiving the Class
14 Data from Defendant, the Settlement Administrator shall mail and email copies of the
15 Notice Packet to all Class Members via regular First-Class U.S. Mail and electronic
16 mail. (§III.L.3)

17 Any Notice Packets returned to the Settlement Administrator as non-delivered on
18 or before the Response Deadline shall be re-mailed to any forwarding address provided.
19 If no forwarding address is provided, the Settlement Administrator shall promptly
20 attempt to determine a correct address by lawful use of skip-tracing, or other search
21 using the name, address and/or Social Security number of the Class Member involved,
22 and shall then perform a re-mailing, if another mailing address is identified by the
23 Settlement Administrator. In addition, if any Notice Packets, which are addressed to
24 Class Members who are currently employed by Defendant, are returned to the
25 Settlement Administrator as non-delivered and no forwarding address is provided, the

1 Settlement Administrator shall notify Defendant. Defendant will request that the
2 currently employed Class Member provide a corrected address, and transmit to the
3 Administrator any corrected address provided by the Class Member. Class Members
4 who received a re-mailed Notice Packet shall have their Response Deadline extended
5 fifteen (15) days from the original Response Deadline. (§III.L.4)

6 **2. Content of class notice.**

7 A copy of the proposed class notice is attached to the Second Amended
8 Settlement Agreement as Exhibit A. The notice includes information such as: a
9 summary of the litigation; the nature of the settlement; the terms of the settlement
10 agreement; the maximum deductions to be made from the gross settlement amount (i.e.,
11 attorney fees and costs, the enhancement award, and claims administration costs); the
12 procedures and deadlines for participating in, opting out of, or objecting to, the
13 settlement; the consequences of participating in, opting out of, or objecting to, the
14 settlement; and the date, time, and place of the final approval hearing. See Cal Rules of
15 Court, rule 3.766(d). It is to be given in English only, as Class Counsel represents that
16 all Class Members can read and understand English and that fluency is a requirement
17 for employment with Defendant. (Supp. Zakay Decl. ¶8.)

18 **3. Settlement Administration Costs**

19 Settlement administration costs are estimated at **\$10,000**, including the cost of
20 notice (§III.M.12). Prior to the time of the final fairness hearing, the settlement
21 administrator must submit a declaration attesting to the total costs incurred and
22 anticipated to be incurred to finalize the settlement for approval by the Court.

23 //

24 //

25 //

1 **E. ATTORNEY FEES AND COSTS**

2 California Rule of Court, rule 3.769(b) states: “Any agreement, express or
3 implied, that has been entered into with respect to the payment of attorney fees or the
4 submission of an application for the approval of attorney fees must be set forth in full in
5 any application for approval of the dismissal or settlement of an action that has been
6 certified as a class action.”

7 Ultimately, the award of attorney fees is made by the court at the fairness
8 hearing, using the lodestar method with a multiplier, if appropriate. *PLCM Group, Inc.*
9 *v. Drexler* (2000) 22 Cal.4th 1084, 1095-1096; *Ramos v. Countrywide Home Loans, Inc.*
10 (2000) 82 Cal.App.4th 615, 625-626; *Ketchum III v. Moses* (2000) 24 Cal.4th 1122,
11 1132-1136. In common fund cases, the court may use the percentage method. If
12 sufficient information is provided a cross-check against the lodestar may be conducted.
13 *Laffitte v. Robert Half International, Inc.* (2016) 1 Cal.5th 480, 503. Despite any
14 agreement by the parties to the contrary, “the court ha[s] an independent right and
15 responsibility to review the attorney fee provision of the settlement agreement and
16 award only so much as it determined reasonable.” *Garabedian v. Los Angeles Cellular*
17 *Telephone Company* (2004) 118 Cal.App.4th 123, 128.

18 The question of class counsel’s entitlement to **\$250,000** (33 1/3%) in attorney
19 fees will be addressed at the final fairness hearing when class counsel brings a noticed
20 motion for attorney fees. If a lodestar analysis is requested class counsel must provide
21 the court with current market tested hourly rate information and billing information so
22 that it can properly apply the lodestar method and must indicate what multiplier (if
23 applicable) is being sought.

24 Fee Split: The attorneys' fees awarded shall be allocated as follows: 50% to JCL
25 Law Firm, APC and 50% to Zakay Law Group, APLC (¶I.E). Plaintiff’s counsel

1 represents that Plaintiff confirmed approval of the fee splitting in writing in the
2 agreement at ¶I.E and that counsel explained this fee split to their client at the time of
3 the execution. (Supp. Zakay Decl. ¶11.)

4 Class counsel should also be prepared to justify the costs sought (capped at
5 **\$25,000**) by detailing how they were incurred.

6 7 **F. SERVICE AWARDS**

8 The Settlement Agreement provides for a service award of up to **\$10,000** for the
9 class representative. Trial courts should not sanction enhancement awards of thousands
10 of dollars with “nothing more than *pro forma* claims as to ‘countless’ hours expended,
11 ‘potential stigma’ and ‘potential risk.’ Significantly more specificity, in the form of
12 quantification of time and effort expended on the litigation, and in the form of reasoned
13 explanation of financial or other risks incurred by the named plaintiffs, is required in
14 order for the trial court to conclude that an enhancement was ‘necessary to induce [the
15 named plaintiff] to participate in the suit” *Clark v. American Residential Services*
16 *LLC* (2009) 175 Cal.App.4th 785, 806-807, italics and ellipsis in original.

17 In connection with the final fairness hearing, named Plaintiffs must submit a
18 declaration attesting to why they should be compensated for the expense or risk they
19 have incurred in conferring a benefit on other members of the class. *Id.* at 806.

20 The Court will decide the issue of the enhancement award at the time of final
21 approval.

22 23 **V. CONCLUSION AND ORDER**

24 The Court hereby:
25

1 (1) Grants preliminary approval of the settlement as fair, adequate, and
2 reasonable;

3 (2) Grants conditional class certification;

4 (3) Appoints Yvette Molina as Class Representative;

5 (4) Appoints JCL Law Firm, APC and Zakay Law Group, APLC as Class
6 Counsel;

7 (5) Appoints ILYM Group, Inc. as Settlement Administrator;

8 (6) Approves the proposed notice plan; and

9 (7) Approves the proposed schedule of settlement proceedings as follows:

- 10 • Preliminary approval hearing: July 12, 2021
- 11 • Deadline for Defendant to provide class list to settlement administrator: July 22,
- 12 2022 (within 10 business days from preliminary approval)
- 13 • Deadline for settlement administrator to mail notices: August 5, 2022 (within 14
- 14 calendar days from receiving the class list)
- 15 • Deadline for class members to opt out: September 19, 2022 (45 calendar days
- 16 from the initial mailing of the Notice Packets)
- 17 • Deadline for class members to object: September 19, 2022 (45 calendar days
- 18 from the initial mailing of the Notice Packets)
- 19 • Deadline for class counsel to file motion for final approval:
- 20 10/24, 2022 (16 court days prior to final fairness hearing)
- 21 • Final fairness hearing: 11/16, 2022, at 9:00 AM

22
23 Dated: 7/12/2022

Maren E. Nelson

24 MAREN E. NELSON

25 Judge of the Superior Court

EXHIBIT C

Tesla Stone

From: FormAssembly <no-reply@formassembly.com> on behalf of DIR PAGA Unit
<lwdadonotreply@dir.ca.gov>
Sent: Monday, October 25, 2021 4:55 PM
To: Tesla Stone
Subject: Thank you for your Proposed Settlement Submission

10/25/2021 04:54:56 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm

EXHIBIT D

EXHIBIT E

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
Molina v. Hawaiiina Airlines (002-118)							
02/25/2020	No	Jean Claude Lapuyade	Fact Investigation - Client Intake	550.00	1:18	715.00	715.00
02/27/2020	No	Jean Claude Lapuyade	Fact Investigation - Reviewed Client Documents	550.00	2:54	1,595.00	2,310.00
02/28/2020	No	Jean Claude Lapuyade	Legal Research - Meal and Rest Claims w/ CBA	550.00	6:24	3,520.00	5,830.00
03/04/2020	No	Jean Claude Lapuyade	TCW Client Re Claim Analysis and CBA Overlap	550.00	0:42	385.00	6,215.00
03/05/2020	No	Jean Claude Lapuyade	Drafted CFA	550.00	0:36	330.00	6,545.00
03/06/2020	No	Jean Claude Lapuyade	Legal Research - Employee File Demand Statutes	550.00	1:12	660.00	7,205.00
03/09/2020	No	Jean Claude Lapuyade	Fact Investigation - Drafted Employee File Demand	550.00	1:12	660.00	7,865.00
04/24/2020	No	Jean Claude Lapuyade	Fact Investigation - R&R Employee File Production from Defendant	550.00	3:06	1,705.00	9,570.00
04/29/2020	No	Jean Claude Lapuyade	Drafted, Revised and Edited Complaint	550.00	5:06	2,805.00	12,375.00
04/29/2020	No	Jean Claude Lapuyade	Legal Research - LWDA Notice Requirements (Cases and Statutes)	550.00	2:30	1,375.00	13,750.00
05/08/2020	No	Jean Claude Lapuyade	Drafted LWDA Notice	550.00	2:54	1,595.00	15,345.00
05/11/2020	No	Jean Claude Lapuyade	Finalized LWDA Notice for Filing	550.00	1:06	605.00	15,950.00
07/23/2020	No	Tesla Stone	File Maintenance; Calendar	150.00	0:12	30.00	15,980.00
07/23/2020	No	Tesla Stone	Draft Complaint; File and Serve; File Maintenance	150.00	1:30	225.00	16,205.00
07/30/2020	No	Tesla Stone	File Maintenance; Circulate; Calendar	150.00	0:18	45.00	16,250.00
08/27/2020	No	Tesla Stone	File Maintenance; Circulate	150.00	0:12	30.00	16,280.00
10/04/2020	No	Jean Claude Lapuyade	R&R Data Demand	550.00	0:18	165.00	16,445.00
10/09/2020	No	Tesla Stone	Draft Joint ISC; File and Serve; File Maintenance	150.00	1:30	225.00	16,670.00
10/19/2020	No	Tesla Stone	File Maintenance; Circulate; Calendar	150.00	0:18	45.00	16,715.00
10/28/2020	No	Jean Claude Lapuyade	Drafted FAC	550.00	4:18	2,365.00	19,080.00
11/03/2020	No	Tesla Stone	Draft FAC: file and Serve; File Maintenance	150.00	1:30	225.00	19,305.00
11/13/2020	No	Jean Claude Lapuyade	Case Management - TCW OC Re M&C for Joint ISC Report	550.00	0:48	440.00	19,745.00
11/16/2020	No	Jean Claude Lapuyade	Case Management - Drafted Joint ISC Report	550.00	1:30	825.00	20,570.00
11/23/2020	No	Jean Claude Lapuyade	Drafted Correspondence to OC Re Mediation	550.00	0:30	275.00	20,845.00
11/24/2020	No	Jean Claude	Case Management - Finalized ISC Report	550.00	0:24	220.00	21,065.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Lapuyade					
11/24/2020	No	Tesla Stone	Draft Joint SC Statement; File and Serve; File Maintenance	150.00	1:30	225.00	21,290.00
12/02/2020	No	Tesla Stone	File Maintenance; Circulate	150.00	0:12	30.00	21,320.00
12/04/2020	No	Jean Claude Lapuyade	Pleadings - R&R Defendant's Answer	550.00	1:48	990.00	22,310.00
12/07/2020	No	Jean Claude Lapuyade	Legal Research - Motion to Strike and Demurrer Answer AD ## 11-18	550.00	4:06	2,255.00	24,565.00
12/17/2020	No	Jean Claude Lapuyade	Drafted Statue Letter to Client Re Timeline	550.00	1:54	1,045.00	25,610.00
02/05/2021	No	Jean Claude Lapuyade	Legal Research - CBA and Wage and Hour Meal/Rest Issues	550.00	6:24	3,520.00	29,130.00
02/23/2021	No	Jean Claude Lapuyade	Fact Investigation- Reviewed Client File	550.00	2:30	1,375.00	30,505.00
05/04/2021	No	Jean Claude Lapuyade	Fact Investigation - R&R Defense Mediation Production - CBAs	550.00	5:24	2,970.00	33,475.00
05/05/2021	No	Jean Claude Lapuyade	Fact Investigation - R&R Defense Production Employee Handbooks through 2021	550.00	5:30	3,025.00	36,500.00
05/07/2021	No	Jean Claude Lapuyade	TCW Expert Re Calculations and Violations w/Directions	550.00	0:48	440.00	36,940.00
05/07/2021	No	Jean Claude Lapuyade	Drafted Correspondence to Expert Re Retention	550.00	0:30	275.00	37,215.00
05/10/2021	No	Jean Claude Lapuyade	Fact Investigation - R&R Time and Payroll Data Production	550.00	6:06	3,355.00	40,570.00
05/12/2021	No	Jean Claude Lapuyade	Legal Research - On Premises Rest Periods	550.00	4:24	2,420.00	42,990.00
05/24/2021	No	Jean Claude Lapuyade	Legal Drafting - Mediation Brief 5.4	550.00	5:24	2,970.00	45,960.00
05/25/2021	No	Jean Claude Lapuyade	Mediation - Drafted Brief	550.00	4:24	2,420.00	48,380.00
05/25/2021	No	Jean Claude Lapuyade	Fact Investigation - TCW Client for Mediation Brief	550.00	0:30	275.00	48,655.00
05/28/2021	No	Jean Claude Lapuyade	Finalized Mediation Brief	550.00	3:06	1,705.00	50,360.00
06/01/2021	No	Jean Claude Lapuyade	Mediation - Attended Mediation	550.00	7:00	3,850.00	54,210.00
06/02/2021	No	Jean Claude Lapuyade	Mediation - Meet and Confer with Consultant Re Damage Model	550.00	0:48	440.00	54,650.00
06/14/2021	No	Jean Claude Lapuyade	Case Management - Drafted PMSR	550.00	1:00	550.00	55,200.00
06/16/2021	No	Tesla Stone	Draft Joint Report; File and Serve; File Maintenance	150.00	1:30	225.00	55,425.00
06/18/2021	No	Jean Claude Lapuyade	Drafted Status Letter to Client	550.00	0:48	440.00	55,865.00
06/25/2021	No	Tesla Stone	File Maintenance; Circulate	150.00	0:12	30.00	55,895.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
07/09/2021	No	Jean Claude Lapuyade	Settlement - Drafted Long Form Settlement Agreement	550.00	3:42	2,035.00	57,930.00
07/09/2021	No	Tesla Stone	File Maintenance; circulate	150.00	0:12	30.00	57,960.00
07/15/2021	No	Jean Claude Lapuyade	Settlement Agreement - Review and Finalized Settlement Agreement	550.00	1:00	550.00	58,510.00
09/13/2021	No	Jean Claude Lapuyade	Drafted Status Letter to Client	550.00	1:36	880.00	59,390.00
09/14/2021	No	Jean Claude Lapuyade	Drafted Client Status Letter Re Approval Timeline	550.00	2:06	1,155.00	60,545.00
09/17/2021	No	Jean Claude Lapuyade	TCW Client Re Case Status	550.00	0:54	495.00	61,040.00
09/20/2021	No	Jean Claude Lapuyade	Emails to/from OC Re MPA	550.00	0:36	330.00	61,370.00
09/21/2021	No	Jean Claude Lapuyade	Legal Research - MPA	550.00	2:12	1,210.00	62,580.00
10/04/2021	No	Jean Claude Lapuyade	Legal Research - Preliminary approval standards and issues	550.00	5:30	3,025.00	65,605.00
10/08/2021	No	Tesla Stone	Draft COA; File and Serve; File Maintenance	150.00	1:00	150.00	65,755.00
10/08/2021	No	Jean Claude Lapuyade	Drafted Change of Address	550.00	0:48	440.00	66,195.00
10/11/2021	No	Jean Claude Lapuyade	Legal Research - Preliminary Approval Standard and Issues	550.00	5:24	2,970.00	69,165.00
10/14/2021	No	Jean Claude Lapuyade	TCW Client Re Status	550.00	0:18	165.00	69,330.00
10/18/2021	No	Jean Claude Lapuyade	Law and Motion - Drafted Proposed Order and Notice	550.00	2:06	1,155.00	70,485.00
10/19/2021	No	Jean Claude Lapuyade	Emails to/from OC Re MPA	550.00	0:18	165.00	70,650.00
10/20/2021	No	Jean Claude Lapuyade	Law and Motion - Drafted MPA	550.00	6:24	3,520.00	74,170.00
10/22/2021	No	Jean Claude Lapuyade	Law and Motion - Drafted and Revised MPA P&Sa	550.00	2:24	1,320.00	75,490.00
10/25/2021	No	Jean Claude Lapuyade	Law and Motion - Finalized MPA	550.00	1:30	825.00	76,315.00
01/24/2022	No	Jean Claude Lapuyade	Drafted Status Update Letter to Client	550.00	1:06	605.00	76,920.00
02/08/2022	No	Jean Claude Lapuyade	TCW Client Re Status Update	550.00	0:54	495.00	77,415.00
02/24/2022	No	Jean Claude Lapuyade	Status update to client	550.00	0:24	220.00	77,635.00
04/14/2022	No	Jean Claude Lapuyade	Law and Motion - Read and Reviewed Supplemental Dec.arations for Approval	550.00	0:48	440.00	78,075.00
05/03/2022	No	Jean Claude Lapuyade	TCW Client Re Status Update	550.00	0:48	440.00	78,515.00
05/25/2022	No	Jean Claude	Law and Motion - Reviewed and Revised	550.00	1:30	825.00	79,340.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Lapuyade	Supplemental Declarations				
05/27/2022	No	Jean Claude Lapuyade	Law and Motion - Reviewed and Edited Supplemental Declarations	550.00	2:24	1,320.00	80,660.00
06/23/2022	No	Jean Claude Lapuyade	Law and Motion - Reviewed and Revised Amended Settlement	550.00	1:06	605.00	81,265.00
07/11/2022	No	Jean Claude Lapuyade	Law and Motion - R&R COurt's MPA Ruling	550.00	0:36	330.00	81,595.00
07/12/2022	No	Jean Claude Lapuyade	Emails to/from OC Re Admin Timeline	550.00	0:30	275.00	81,870.00
07/12/2022	No	Jean Claude Lapuyade	Settlement - Emails to/from Admin Re Timeline	550.00	0:30	275.00	82,145.00
07/22/2022	No	Jean Claude Lapuyade	Settlement - Reviewed Admin Timeline	550.00	0:30	275.00	82,420.00
08/02/2022	No	Jean Claude Lapuyade	Settlement - R&R Admin Mailing Documents	550.00	1:12	660.00	83,080.00
09/27/2022	No	Jean Claude Lapuyade	Settlement - R&R Admin Report	550.00	0:30	275.00	83,355.00
10/03/2022	No	Sydney Castillo-Johnson	Legal Research - MFA and Fees Motion	300.00	4:00	1,200.00	84,555.00
10/04/2022	No	Sydney Castillo-Johnson	Legal Research - MFA and Fees Motion	300.00	2:03	615.00	85,170.00
10/04/2022	No	Jean Claude Lapuyade	Legal Research - MFA and MFA Issues (Court Rules and Cases)	550.00	3:54	2,145.00	87,315.00
10/04/2022	No	Jean Claude Lapuyade	Settlement - R&R Draft Admin Dec.	550.00	0:54	495.00	87,810.00
10/07/2022	No	Sydney Castillo-Johnson	Law and Motion - Draft Motion for Final Approval	300.00	4:50	1,450.00	89,260.00
10/08/2022	No	Sydney Castillo-Johnson	Law and Motion - continue drafting MFA	300.00	2:15	675.00	89,935.00
10/12/2022	No	Sydney Castillo-Johnson	Law and Motion - revise MFA	300.00	1:02	310.00	90,245.00
10/12/2022	No	Jean Claude Lapuyade	Law and Motion - R&R MFA	550.00	0:54	495.00	90,740.00
10/17/2022	No	Jean Claude Lapuyade	Law and Motion - Reviewed, Revised and Drafted Motion for Final Approval	550.00	3:18	1,815.00	92,555.00
10/17/2022	No	Sydney Castillo-Johnson	Law and Motion - draft Motion for Attorneys Fees & Class Rep. Service Award	300.00	4:30	1,350.00	93,905.00
10/18/2022	No	Jean Claude Lapuyade	Law and Motion - Reviewed, Revised and Edited Motion for Fees	550.00	2:54	1,595.00	95,500.00
10/20/2022	No	Jean Claude	Law and Motion - R&R Order, Judgement and	550.00	1:48	990.00	96,490.00

JCL Law Firm

Unbilled Time

Activity: All Dates

ACTIVITY DATE	POSTING	EMPLOYEE	MEMO/DESCRIPTION	RATE	DURATION	AMOUNT	BALANCE
		Lapuyade	P&As Per defense edits and comments				
10/20/2022	No	Jean Claude Lapuyade	Law and Motion - Final Review of MFA	550.00	1:12	660.00	97,150.00
Total for Molina v. Hawaiina Airlines (002-118)					192:28	\$97,150.00	

EXHIBIT F

JCL Law Firm

Transaction Report All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
Molina v. Hawaiina Airlines (002-118)								
05/31/2020	Journal Entry	Mar-May 2020 Postage		Copies for Mar-May 2020	Client costs deferred	-Split-	0.50	0.50
05/31/2020	Journal Entry	Mar-May 2020 Postage		Postage for Mar-May 2020	Client costs deferred	-Split-	6.90	7.40
08/05/2020	Expense		LA Superior Court	Documents and Records -	Client costs deferred	Chase Card 7349	2.00	9.40
08/12/2020	Check	2245	Knox Attorney Services, Inc.		Client costs deferred	US Bank-Checking - 4270	1,644.25	1,653.65
08/18/2020	Expense		Stanley Mosk Court		Client costs deferred	Chase Card 7349	9.00	1,662.65
08/18/2020	Expense		Stanley Mosk Court		Client costs deferred	Chase Card 7349	16.50	1,679.15
08/31/2020	Journal Entry	June-Aug 2020 Postage		Postage for June-Aug 2020	Client costs deferred	-Split-	0.50	1,679.65
08/31/2020	Journal Entry	June-Aug 2020 Postage		Copies for June-Aug 2020	Client costs deferred	-Split-	0.20	1,679.85
09/01/2020	Expense		Stanley Mosk Court		Client costs deferred	Chase Card 7349	12.75	1,692.60
09/01/2020	Expense		LA Superior Court	Documents and Records -	Client costs deferred	Chase Card 7349	2.00	1,694.60
09/01/2020	Check	2267	Knox Attorney Services, Inc.	Invoice No. 4323765 Re: Service On: Hawaiian Airlines, Inc	Client costs deferred	US Bank-Checking - 4270	113.15	1,807.75
09/20/2020	Expense		LA Court E-File	Filing Fee	Client costs deferred	Chase Card 7349	61.65	1,869.40
09/30/2020	Journal Entry	Sept. 2020 Postage		Copies for Sept. 2020	Client costs deferred	-Split-	0.40	1,869.80
10/01/2020	Credit Card Credit		Court Call	Court Call Refund	Client costs deferred	Chase Card 7349	-94.00	1,775.80
10/02/2020	Expense		Stanley Mosk Court		Client costs deferred	Chase Card 7349	6.00	1,781.80
10/14/2020	Expense		LA Court Connect	Remote Tel. Appearance	Client costs deferred	Chase Card 7349	15.00	1,796.80
10/27/2020	Expense		LA Superior Court	Documents and Records -	Client costs deferred	Chase Card 7349	3.00	1,799.80
10/29/2020	Expense		Stanley Mosk Court		Client costs deferred	Chase Card 7349	12.75	1,812.55
10/31/2020	Journal Entry	OCT. 2020 Postage		Copies for Oct. 2020	Client costs deferred	-Split-	0.60	1,813.15
11/16/2020	Check	2328	Mark S. Rudy, APC	Statement No. 28645 - Mediation Fees	Client costs deferred	US Bank-Checking - 4270	5,000.00	6,813.15
11/23/2020	Expense		LA Superior Court		Client costs deferred	Chase Card 7349	9.00	6,822.15
11/30/2020	Journal Entry	Nov. 2020 Postage		Postage for Nov. 2020	Client costs deferred	-Split-	0.50	6,822.65
11/30/2020	Journal Entry	Nov. 2020 Postage		Copies for Nov. 2020	Client costs deferred	-Split-	1.50	6,824.15
12/01/2020	Expense		Stanley Mosk Court		Client costs deferred	Chase Card 7349	12.00	6,836.15
12/04/2020	Deposit		Molina v. Hawaiina Airlines (002-118)	Reimbursement for Mediation Fees	Client costs deferred	US Bank-Checking - 4270	-5,000.00	1,836.15
12/05/2020	Expense		LA Court Connect	Remote Tel. Appearance	Client costs deferred	Chase Card 7349	15.00	1,851.15
01/14/2021	Expense		Case Anywhere	Filing Fee - Invoice No. 208802	Client costs deferred	Chase Card 7349	141.60	1,992.75
01/31/2021	Journal Entry	Jan. 2021 Postage		Copies for Jan. 2021	Client costs deferred	-Split-	0.40	1,993.15
02/05/2021	Check	2390	Knox Attorney Services, Inc.	Invoice No. 4333898 Re: Filing Fee: First Amended Complaint; Proof of Service	Client costs deferred	US Bank-Checking - 4270	119.95	2,113.10
02/13/2021	Expense		LA Court Connect	Remote Appearance	Client costs deferred	Chase Card 7349	15.00	2,128.10
02/28/2021	Journal Entry	Feb. 2021 Postage		Postage for Feb. 2021	Client costs deferred	-Split-	0.57	2,128.67
04/06/2021	Expense		Case Anywhere	Invoice No. 217024	Client costs deferred	Chase Card 7349	120.00	2,248.67
04/30/2021	Journal Entry	Apr. 2022 Postage		Copies for Apr. 2021	Client costs deferred	-Split-	0.20	2,248.87
05/21/2021	Expense		Stanley Mosk Court		Client costs deferred	Chase Card 7349	9.75	2,258.62
05/31/2021	Journal Entry	May 2021 Postage		Copies for May 2021	Client costs deferred	-Split-	0.60	2,259.22
06/01/2021	Expense		Stanley Mosk Court		Client costs deferred	Chase Card 7349	9.00	2,268.22
06/04/2021	Expense		Stanley Mosk Court		Client costs deferred	Chase Card 7349	9.75	2,277.97
07/29/2021	Check	2531	Desmond, Marcello & Amster, LLC		Client costs deferred	US Bank-Checking - 4270	4,763.12	7,041.09
07/31/2021	Journal Entry	July 2022 Postage		Copies for July 2021	Client costs deferred	-Split-	8.40	7,049.49

JCL Law Firm

Transaction Report
All Dates

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	SPLIT	AMOUNT	BALANCE
08/31/2021	Journal Entry	August 2021 Postage		Copies for Aug 2021	Client costs deferred	-Split-	2.90	7,052.39
10/08/2021	Expense		Case Anywhere		Client costs deferred	Chase Card 7349	240.00	7,292.39
10/08/2021	Expense		One Legal LLC	One Legal Order Number: 17041494 - Filing Fee Re: Notice of Change of Address or Other Contact Information, Proof of Service	Client costs deferred	Chase Card 7349	16.68	7,309.07
10/26/2021	Expense		One Legal LLC	One Legal Order Number: 17125499 - Filing Fee Re: Declaration, Proof of Service	Client costs deferred	Chase Card 7349	16.68	7,325.75
10/26/2021	Expense		One Legal LLC	One Legal Order Number: 17122472 - Filing Fee Re: Motion for Preliminary Approval of Settlement, Memorandum of Points & Authorities	Client costs deferred	Chase Card 7349	78.45	7,404.20
10/31/2021	Journal Entry	Oct 2021 Postage		Copies for Oct 2021	Client costs deferred	-Split-	3.75	7,407.95
11/15/2021	Journal Entry	Sept 2022 Postage		Copies for Sep 2021	Client costs deferred	-Split-	0.60	7,408.55
12/31/2021	Journal Entry	Dec 2021 Postage		Copies for Dec 2021	Client costs deferred	-Split-	2.60	7,411.15
01/07/2022	Expense		Case Anywhere	Inv. 241969	Client costs deferred	Chase Card 7349	180.00	7,591.15
01/31/2022	Journal Entry	Jan 2022 Postage		Copies for Jan 2022	Client costs deferred	-Split-	1.40	7,592.55
02/28/2022	Journal Entry	Feb 2022 Postage		Copies for Feb 2022	Client costs deferred	-Split-	0.40	7,592.95
03/31/2022	Journal Entry	Mar 2022 Postage		Copies for Mar 2022	Client costs deferred	-Split-	0.30	7,593.25
04/11/2022	Expense		Case Anywhere	Inv. 250284	Client costs deferred	Chase Card 7349	120.00	7,713.25
04/30/2022	Journal Entry	April 2022 Postage		Copies for April 2022	Client costs deferred	-Split-	0.70	7,713.95
06/30/2022	Journal Entry	June 2022 Postage		Copies for June 2022	Client costs deferred	-Split-	0.40	7,714.35
07/10/2022	Expense		Case Anywhere	Inv. 258650	Client costs deferred	Chase Card 7349	120.00	7,834.35
07/31/2022	Journal Entry	July 2022 Postage		Copies for July 2022	Client costs deferred	-Split-	0.40	7,834.75
Total for Molina v. Hawaiina Airlines (002-118)							\$7,834.75	
TOTAL							\$7,834.75	

EXHIBIT G

JCL LAW FIRM, APC
5440 Morehouse Drive, Suite 3600
San Diego, CA 92121
Tel: (619) 599-8292
Fax: (619) 599-8291

FIRM RESUME

Areas of Practice: Employee Class Actions, Wage and Hour Class Actions, Civil Litigation, and Unlawful Housing Practices.

ATTORNEY BIOGRAPHIES

Jean-Claude Lapuyade, Owner

Biography:

Mr. Lapuyade is a San Diego based labor and employment attorney representing aggrieved California employees and the victims of unlawful housing practices throughout the State of California. Mr. Lapuyade's litigation practice focuses on representing California employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, and misclassification, wrongful termination cases and tenants in unlawful housing class actions. Mr. Lapuyade prides himself on providing his clients with aggressive, attentive and result driven representation through the litigation process, trial and arbitration. Since 2007, Mr. Lapuyade successfully recovered in excess of \$40 million in monetary awards for his clients.

Mr. Lapuyade served as co-editor of the Insurance Column for Consumer Attorneys of San Diego from 2011 to 2014. As editor, Mr. Lapuyade was responsible for publishing monthly articles in the Trial Bar News periodical analyzing complex insurance coverage issues. Mr. Lapuyade is a four-time recipient of the Super Lawyers Rising Star by Thomson Reuters. To be eligible for inclusion in Rising Stars, a candidate must be either 40 years old or younger or in practice for 10 years or less. While up to 5 percent of the lawyers in a state are named to Super Lawyers, no more than 2.5 percent are named to Rising Stars.

Bar Admissions:

- California
- U.S. District Court Southern District of California
- U.S. District Court Central District of California
- U.S. District Court Eastern District of California

Professional Associations:

- California Employment Lawyers Association, 2007 to Present
- Consumer Attorneys of San Diego, 2007 to Present
- American Bar Association, Section of Litigation, Member, 2007 to Present
- American Bar Association, Labor & Employment Section, Member, 2007 to Present
- American Bar Association, Tort, Trial & Insurance Section, Member, 2007 to Present
- California Bar Association, Labor & Employment Section, Member, 2007 to Present
- California Bar Association, Litigation Section, Member, 2007 to Present

Education:

- **California Western School of Law**
 - J.D. - 2006
 - Honors: Deans Merit Scholarship, California Western School of Law 2005 - 2006
- **University of Arizona**
 - B.A. - 2001
 - Major: History
 -

Honors:

- Super Lawyers Rising Star, Thomson Reuters, 2015 - 2018
- Distinguished Advocate Award for Outstanding Oral Advocacy, 2005 – 2006

Biography:

Ms. Castillo-Johnson is a San Diego based labor and employment attorney representing California employees throughout the state of California. Ms. Castillo-Johnson's litigation practice focuses on representing current and former employees in wage and hour class actions for unpaid wages, missed meal and rest breaks, misclassification, and wrongful termination.

Ms. Castillo-Johnson volunteered her time at California Western School of Law first as a student intern and later as a student manager with the Community Law Project which offers legal services to the low-income community of San Diego. She now sits on the Advisory Council with the Community Law Project.

Education:

- **California Western School of Law**
 - J.D.- 2022
 - Honors:
 - Dean's Honor List: Spring 2021, Fall 2021
 - Public Service Honor Society Fall 2021
 - 3L Academic Merit Scholarship
 - Dean's Diversity, Service, and Leadership Scholarship
 - Activities: Community Law Project Student Manager
- **Azusa Pacific University**
 - B.A. – 2018
 - Major: Criminal Justice

REPORTED CASES

- *Blanchette et al., v. Superior Court (GHA Homes)*, 8 Cal.App.5th 521, 2017
- *Chmurny v. State*, 392 Md. 159, 2006

CLASS ACTION & REPRESENTATIVE CASES

- *Martinello v. Century Wilshire, Inc.*, Los Angeles Superior Court Case No. 20STCV32613 (March 1, 2022) Hon. Carolyn Kuhl approved a \$550 billing rate and appointed Jean Claude Lapuyade, Esq. of the JCL Law Firm, APC, as Class Counsel.
- *Wilson v. Spreen Inc. (dba Spreen Honda)*, San Bernardino Superior Court Case No. CIVSB2119857 (April 6, 2022) Hon. David Cohn approved a \$300,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC, represented the plaintiff, the State of California, and the Aggrieved Employees.
- *Ledesma v. TVJ Sons I, Inc.; Porter and Howard, Inc.* Santa Barbara Superior Court Case No. 20CV03573 (November 10, 2021) Hon. Jed Beebe approved a \$350,000 PAGA action settlement for meal and rest period violations. The JCL Law Firm, APC represented the State of California and the Aggrieved Employees.
- *Jacobs v. Rush Media Company, LLC; XLT Management Services, Inc.*, Los Angeles Superior Court Case No. 20STCV32350 (May 2, 2022) Hon. Daniel J. Buckley appointed the JCL Law Firm, APC as Class Counsel and approved a \$330,000 class action settlement for, *inter alia*, independent contractor misclassification.
- *Chavez v. HTL Conrad Domestic, LLC; HTL Conrad Domestic Employer, LLC*, San Diego Superior Court Case No. 37-2020-00016193-CU-OE-CTL (June 9, 2022) Hon. John S. Meyer approved a \$850,000 PAGA action settlement for, *inter alia*, failure to compensate overtime at the regular rate of pay. The JCL Law Firm, APC acted as representative PAGA counsel for the State of California and the Aggrieved Employees.
- *Renteria v. Love's Country Stores of California*, San Bernardino Superior Court Case No. CIVDS20164481 (June 14, 2022) Hon. David Cohn approved a \$2.2 million dollar class action and PAGA action settlement for, *inter alia*, unpaid overtime and sick pay. The JCL Law Firm, APC acted as Class Counsel and as representative PAGA counsel for the State of California.
- *Lopez v. Adidas America, Inc.*, Ventura Superior Court Case No. 56-2021-005498444-CU-OE-VTA (April 4, 2022) Hon. Mark Borrell approved a \$1.5 million dollar class action and PAGA action settlement for, *inter alia*, inaccurate overtime calculations, and appointed the JCL Law Firm, APC as Class Counsel.
- *Felix v. TVI, Inc., d.b.a. Savers*, Santa Clara Superior Court Case No. 21CV376407 (February 18, 2022) Hon. Sunil R. Kulkarni approved a \$1.8 million dollar class action and PAGA action settlement for, *inter alia*, unpaid off-the-clock work. The Court appointed JCL Law Firm, APC as Class Counsel and as representative PAGA counsel for the State of California.
- *Munoz v. AMTCR*, San Bernardino Superior Court Case No. CIV-DS2001914 (August 24, 2021) Hon. David Cohn approved a \$1.8 million dollar class and PAGA settlement for, *inter alia*, inaccurate itemized wage

statements. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)

- *Nunes v. Home Depot U.S.A., Inc.*, San Joaquin Superior Court Case No. STK-CV-UOE-2020-0011011 (October 20, 2021 – Hon. Roger Ross approved a \$1.5 million dollar class and PAGA settlement for, *inter alia*, miscalculated meal period premiums and appointed Jean-Claude Lapuyade, Esq. as Class Counsel.)
- *Pillsbury v. T&T Restaurants CA, Inc.*, Del Norte Superior Court Case No. CVUJ-20-1214 (December 14, 2021 – Hon. Darren McElfresh approved \$550 billing rate and appointed Jean-Claude Lapuyade, Esq. as Class Counsel in a wage and hour class action settlement.)
- *Latin v. OneMain General Service Corporation*, Stanislaus County Superior Court Case No. CV-20-002498 (October 22, 2021) Hon. Stacy Speiller approved a PAGA action settlement for \$700,000 wage statement violations. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.
- *Elias Kaser v. Aviation Consultants, Inc.*, Orange County Superior Court Case No. 30-2021-01191204-CU-OE-CXC (September 22, 2021 – Hon. Peter J. Wilson approved \$550 billing rate in a representative California Labor Code Private Attorney General Act settlement).
- *Rodriguez v. RSI Home Products, Inc.*, San Bernardino Superior Court Case No. CIVDS2023354 (July 30, 2021 – Hon. David Cohn approved a \$1.45 million class and PAGA settlement for, *inter alia*, failure to comply with piece-rate laws, and appointed the JCL Law Firm, APC as Class Counsel)
- *Jer Vang v. Bridge Property Management*, Alameda County Superior Court, Case No RG19047434 (January 8, 2021 – Hon. Winifred Smith approved a class and PAGA settlement for, *inter alia*, unpaid off the clock work. The JCL Law Firm, APC acted as class counsel for the settlement class and as representative PAGA counsel the State of California and the Aggrieved Employees.)
- *Johnson v. Volt Management Corp., Inc. et al.*, Los Angeles County Superior Court, Case No. 19STCV16466 (December 11, 2020 – Hon. Amy Hogue approved a PAGA Settlement negotiated on behalf of the State of California and the aggrieved employees by the JCL Law Firm, APC.)
- *Salazar v. Frontier Auto Sales Inc., dba Frontier Toyota*, Los Angeles Superior Court, Case No. 19STCV20382 (November 24, 2020 – Hon. John P. Doyle appointed the JCL Law Firm, APC as class counsel and approved a class and PAGA settlement for, *inter alia*, missed meal and rest periods.)
- *Villalobos v. Alterra Group, LLC et al.*, Los Angeles County Superior Court, Case No. 19STCV19448 (November 11, 2020 – Hon. Richard Fruin approved a PAGA Settlement for, *inter alia*, unreimbursed business expenses. The JCL Law Firm, APC acted as counsel for the plaintiff, the State of California and the Aggrieved Employees.)
- *Stevens et al., v. Bank of England*, San Diego County Superior Court Case No. 37-2019-00018662-CU-OE-CTL (October 16, 2020 – Hon. John Meyer appointed JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for, *inter alia*, off-the-clock work.)
- *Frazier v. ASA Carlton, Inc.*, San Diego Superior Court Case No. 37-2019-00036147 (October 9, 2020 Hon. Kenneth Medel appointed the JCL Law Firm as Class Counsel and granted final approval of wage and hour class action for off-the-clock work.)
- *Krake et al., v. Central Valley Diner, Inc.*, Placer County Superior Court Case No. SCV0041645 (September 4, 2020 – Hon. Michael Jones appointed JCL Law Firm as class counsel and granted final approval of wage and hour class action for meal period violations.)
- *Conner v. Ascendant Marketing, LLC et al.*, San Diego Superior Court Case No. 37-2019-00026864-CU-OE-CTL (July 24, 2020 Hon. Joel Wohlfeil granted approval of PAGA Settlement for, among other things, off-the-clock work. JCL Law Firm, APC acted as lead counsel.)
- *Guerrero v. Estancia Operations, LLC.*, San Diego Superior Court Case No. 37-2019-00028963 (August 25, 2020 – Hon. Katherine Bacal approved PAGA Settlement for, *inter alia*, missed meal and rest periods. JCL Law Firm, APC, acted as lead counsel.)
- *Moreno v. Dash Lube, et al.*, United States District Court, Southern District of California, Case No. 18cv1922 DMS (AHG) (December 13, 2019 – Granted class certification of Labor Code Section 226 claim and appointed JCL Law Firm, APC, as Class Counsel.)
- *Perkins et al., v. Tahiti Enterprises, Inc., et al.*, Orange County Superior Court Case No. 30-2016-00863095 (October 22, 2019 – Hon. Peter Wilson appointed JCL Law Firm, APC, as Class Counsel and granted final approval for an unlawful housing class action settlement arising out of Civil Code Section 1940.1.)
- *Hill v. Stemak Holdings, Ltd.*, San Diego Superior Court Case No., 37-2018-00000747 (January 28, 2020 – Hon. Kenneth Medel appointed JCL Law Firm, APC as class counsel and granted final approval of wage and hour class action for unpaid overtime.)
- *Shachno et al., v. KT Hotels, LLC, et al.* San Diego Superior Court Case No Case No. 37-2018-00043601 (May 31, 2019 – Hon. Gregory Pollack appointed JCL Law Firm, APC, as Class Counsel and granted preliminary approval for the wage and hour class action settlement involving nearly 900 current and former employees. Final approval scheduled for October 4, 2019)
- *Almanza v. The Express Group, Inc.*, San Bernardino Superior Court Case No. CIVDS1722542 (April 19, 2019 – Hon. David Cohn appointed the JCL Law Firm, APC, as Class Counsel and granted final approval

for a wage and hour class action settlement for *inter alia*, missed meal and rest periods and independent contractor misclassification.)

- *Moschetto v. Pillow Global, Inc.* San Diego Superior Court, Case No. 37-2017-00024031-CU-OE-CTL (April 5, 2019 – Hon. John S. Meyer appointed JCL LAW Firm, APC, as Class Counsel and granted final approval for a wage and hour wage class action settlement involving misclassified house cleaners.)
- *Burke v. Friendship Hotel, LLC*, San Diego County Superior Court Case No. 37-2017-00022517-CU-OE-CTL (March 10, 2019 – final approval granted on for an unlawful housing class action arising under Civil Code Section 1940.2)
- *Terrado et al., v. Accredited Debt Relief, LLC*, San Diego County Superior Court Case No. 37-2018-00014181-CU-OE-CTL (February 8, 2019 – Hon. Gregory W. Pollock appointed JCL Law Firm, APC as Class Counsel and granted final approval for a wage and hour class action settlement for meal and rest period violations);
- *Macaspac v. San Antonio Regional Hospital*, San Bernardino Superior Court Case No. CIVDS1512625, (July 27, 2018 – Hon. Thomas S. Garza appointed JCL Law Firm, APC, as Class Counsel and granted final approval for a wage and hour class action settlement involving claims for on duty meal and rest periods.);
- *Summerlin et al. v. Maplebear, Inc. dba Instacart*, Los Angeles Superior Court Case No. BC603030 (2018 - certified and settled wage and hour class action.)
- *Ortega v. Prime Healthcare*, San Diego Superior Court Case No. 37-2014-00011240-CU-OE-CTL (2018 – Approved PAGA only settlement for on duty meal and rest periods)
- *Engstrom v. Bender-Rosenthal, Inc.* San Diego Superior Court Case No. 37-2016-00012373-CU-OE-CTL (2017 - Certified and settled class action for employee misclassification);
- *Crawford v. Outlook Amusements, Inc.*, Los Angeles Superior Court Case No. BC617160 (2017 - Certified and settled wage and hour class action.);
- *Hernandez v. Sunglass Hut Trading, LLC*, San Bernardino Superior Court Case No. CIVDS1505181 (2016 - Certified and settled wage and hour class action);
- *Burns v. Shalom, LLC*, San Diego Superior Court, Case No., 37-2013-00058356-CU-BT-CTL (2015 - certified and settled class action for unlawful housing practices arising out of Civil Code Section 1940.1);