

1 JEAN-CLAUDE LAPUYADE, ESQ. (SBN 248676)
2 **JCL LAW FIRM, APC**
3 5440 MOREHOUSE DRIVE
4 SAN DIEGO, CA 92121
5 TEL: 619-599-8292
6 FAX: 619-599-8291

7 **ZAKAY LAW GROUP, APLC**
8 SHANI O. ZAKAY (STATE BAR #277924)
9 5440 MOREHOUSE DRIVE
10 SAN DIEGO, CA 92121
11 TEL: (619) 255-9047
12 FAX: (858) 404-9203

13 Attorneys for Plaintiff Yvette Molina

14 CAMILO ECHAVARRIA (State Bar No. 192481)
15 camiloechavarria@dwt.com
16 EVELYN WANG (State Bar No. 273622)
17 evelynwang@dwt.com
18 PAUL RODRIGUEZ (State Bar No. 307139)
19 paulrodriguez@dwt.com
20 DAVIS WRIGHT TREMAINE LLP
21 865 South Figueroa Street, 24th Floor
22 Los Angeles, California 90017-2566
23 Telephone: (213) 633-6800
24 Fax: (213) 633-6899

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 ADVISER TO ANY OTHER PARTY TO
16 AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE
17 ACKNOWLEDGING PARTY, AND (3) NO ATTORNEY OR ADVISER TO ANY
18 OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE
19 CONFIDENTIALITY OF ANY SUCH ATTORNEY’S OR ADVISER’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.

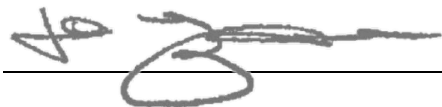
Printed Name

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

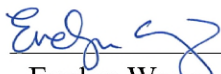
ZAKAY LAW GROUP, APLC

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
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28