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FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF SAN BERNARDINO
SAN BERNARDINO COUNTY

DEC 17 2024

BY

Jessica Garcez
DEPUTY

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7 Attorneys for Plaintiffs JACKIE SHILEVINATZ
8 and SANDRA BRADFORD
9 As individuals on behalf of themselves and
on behalf of all others similarly situated

11 SUPERIOR COURT OF THE STATE OF CALIFORNIA
12 COUNTY OF SAN BERNARDINO

14 JACKIE SHILEVINATZ and SANDRA
15 BRADFORD, as individuals on behalf of
16 themselves and on behalf of all others
similarly situated,

17 Plaintiffs,

19 v.

20 AIRPORT TERMINAL SERVICES, INC.,
a Missouri corporation; ALLIANCE
21 GROUND INTERNATIONAL, LLC, a
Delaware corporation; and DOES 1-100,
22 inclusive,

23 Defendants.

Case No.: CIVSB2229072

Assigned for All Purposes to:
Hon. Joseph Ortiz
Dept. S-17

~~PROPOSED~~ ORDER GRANTING MOTION
FOR FINAL APPROVAL OF CLASS ACTION
SETTLEMENT AND REQUEST FOR
ATTORNEY'S FEES AND COSTS, AND
JUDGMENT THEREON

Date: December 17, 2024
Time: 1:30 p.m.
Dept.: S-17

1 The Court, having read the papers filed regarding Plaintiffs' Motion for Final Approval of
2 Class Action Settlement and Request for Attorney's Fees and Costs, and having heard argument
3 on the Motion, hereby finds and ORDERS as follows:

4 1. The Court has jurisdiction over this matter and over all parties to the action,
5 including the members of the Settlement Class.

6 2. The Class Action and PAGA Settlement Agreement ("Settlement Agreement"),
7 attached as Exhibit 1 to the Declaration of Nikki Trenner in support of Plaintiffs' unopposed
8 Motion for Preliminary Approval of Class Action Settlement, filed on or about March 19, 2024, is
9 the product of arms-length negotiations between the parties and the terms of the Settlement
10 Agreement are fair, reasonable, adequate, and in the best interests of the Settlement Class. The
11 Settlement Agreement therefore is finally approved, and its terms incorporated herein. The Court
12 orders the parties to the Settlement Agreement to perform forthwith their respective duties and
13 obligations thereunder.

14 3 The Settlement Class, which was provisionally certified by the Court in its June 11,
15 2024 Order Granting Preliminary Approval, hereby is certified under California Code of Civil
16 Procedure Section 382 for purposes of settlement only. The Class includes "all current and former
17 non-exempt employees that worked either directly or via a staffing agency for Defendants Airport
18 Terminal Services, Inc. and Alliance Ground International, LLC ("Defendants") at any location in
19 California during the Class Period" of October 31, 2018 through January 8, 2024,

20 4. The Court adjudges all Participating Class Members, on behalf of themselves and
21 their respective former and present representatives, agents, attorneys, heirs, administrators,
22 successors, and assigns, to have released the Released Parties (as defined in the Settlement
23 Agreement) from all claims that were alleged, or reasonably could have been alleged, based on the
24 facts stated in the Operative Complaint, including, (1) failure to pay minimum wages and
25 liquidated damages thereon; (2) failure to pay overtime wages; (3) failure to provide meal periods
26 or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof;
27 (5) failure to provide accurate, itemized wage statements; (6) failure to provide one day of rest for
28 every workweek; (7) failure to reimburse business expenses; (8) failure to timely pay all wages

1 owed upon termination of employment during the Class Period, including failure to pay vested
2 vacation; (9) failure to timely pay all wages owed during employment; (10) failure to provide sick
3 leave and supplemental paid sick leave; (11) unlawful inquiries into salary history; (12) unlawful
4 background checks; and (13) unfair competition. Participating Class Members' only release these
5 claims for the duration of the Class Period. Except as set forth in Section 5.3 of the Settlement
6 Agreement, Participating Class Members do not release any other claims, including claims for
7 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
8 unemployment insurance, disability, social security, workers' compensation, or claims based on
9 facts occurring outside the Class Period.

10 5. The Court further adjudges that all Aggrieved Employees are deemed to release, on
11 behalf of themselves and their respective former and present representatives, agents, attorneys,
12 heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA
13 penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the
14 Operative Complaint and the PAGA Notice, including, (1) failure to pay minimum wages and
15 liquidated damages thereon; (2) failure to pay overtime wages; (3) failure to provide meal periods
16 or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof;
17 (5) failure to provide accurate, itemized wage statements; (6) failure to provide one day of rest for
18 every workweek; (7) failure to reimburse business expenses; (8) failure to timely pay all wages
19 owed upon termination of employment; (9) failure to timely pay all wages during employment;
20 (10) failure to keep accurate records; (11) failure to produce personnel records upon request; (12)
21 violations of alternative workweek schedule; (13) statutory wage violations; (14) refusal to pay
22 wages due; (15) standard conditions of labor violations; (16) sick leave violations; (17) failure to
23 provide supplemental paid sick leave; (18) failure to pay vested vacation; (19) unlawful
24 deductions; (20) failure to provide suitable seating; (21) unlawful inquiries into salary history; (22)
25 unlawful background checks; and (23) unlawful employment agreements during the PAGA
26 Period. Aggrieved Employees only release these claims for the duration of the PAGA Period.

27 6. Three individuals – Brian E. Hayes, Robert V. Jason, and Christine Shedd-
28 Thompson. – submitted timely and valid requests to be excluded from the Settlement. These three

1 individuals therefore are excluded from the Class and are not bound the Settlement Agreement or
2 this Order and Judgment, except as to the Release of Claims under PAGA.

3 7. The Settlement Administrator is ordered to distribute to the Participating
4 Settlement Class Members and to the Aggrieved Employees their respective settlement payments
5 as provided in the Settlement Agreement. Funds attributable to uncashed checks that remain after
6 the check void date shall be forwarded to the California State Controller's Unclaimed Property
7 Fund. No funds shall revert to Defendants.

8 8. The Court further orders that the Class Members be provided with notice of this
9 Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a
10 copy of this Order and Judgment on its website for a minimum of sixty (60) days.

11 7. The Court approves an award of attorney's fees to Class Counsel in the amount of
12 \$871,666.67, and an award of costs and expenses in the amount of \$20,000. Such amounts shall
13 be paid as provided in the Settlement Agreement.

14 8. The Court approves service payments to plaintiffs and Class Representatives Jackie
15 Shilevinatz and Sandra Bradford in the amount of \$5,000.00 each, and the Settlement
16 Administrator is ordered to make such payments consistent with the terms of the Settlement
17 Agreement.

18 9. The Settlement Agreement provides the Settlement Administrator, Rust Consulting,
19 Inc., shall be paid from the Gross Settlement Amount for its services in administering the
20 Settlement. As set forth in the Declaration of Sara Shwermer-Sween, the Settlement
21 Administrator is owed \$26,330.00 for services rendered and to be rendered in administering the
22 settlement. The Court therefore orders that Rust Consulting be paid the amount of \$26,330.00
23 from the Gross Settlement Amount consistent with the terms of the Class Settlement Agreement.

24 10. The Court approves PAGA penalties in the amount of \$30,000, to be paid from the
25 GSA, and finds that amount is fair, reasonable and adequate, and furthers the purposes underlying
26 PAGA. \$22,500 of this amount will be paid to the LWDA as the state's share of the civil penalties,
27 and the remainder of \$7,500 will be distributed to the Aggrieved Employees consistent with the terms
28 of the Settlement Agreement.

1 11. The Court hereby schedules a compliance hearing for December 16, 2025, at 8:30
2 p.m., in Department ~~S-27~~⁵⁻¹⁷ of the San Bernardino Superior Court. The Parties are ordered to file a
3 joint compliance report no later than ten (10) Court days prior to the compliance hearing.

4 12. Under California Rule of Court 3.769(h), without affecting the finality of this Order
5 and Judgment in any way, the Court retains jurisdiction over: (1) implementation and enforcement
6 of the Settlement Agreement pursuant to further orders of this Court until the final judgment
7 contemplated becomes effective and each and every act agreed to be performed by the parties has
8 been performed under the terms of the Settlement Agreement; (2) any other action necessary to
9 conclude this settlement and to implement the Settlement Agreement; and (3) the enforcement,
10 construction, and interpretation of the Settlement Agreement.

11 13. Neither this Order and Judgment nor the Settlement Agreement upon which it is
12 based are an admission or concession by any party of any fault, omission, liability or wrongdoing.
13 This Order is not a finding of the validity or invalidity of any claims in this action or a
14 determination of any wrongdoing by any party. The final approval of the parties' settlement will
15 not constitute any opinion, position or determination of this Court as to the merits of the claims or
16 defenses of any party.

17 14. Judgment is hereby entered as follows: Plaintiffs Jackie Shilevinatz, Sandra
18 Bradford, and the Participating Class Members, consisting of all current and former non-exempt
19 employees that worked either directly or via a staffing agency for Defendants at any location in
20 California during the Class Period of October 31, 2018 through January 8, 2024, who have not
21 otherwise opted out, shall take nothing from Defendants, except as set forth in the Settlement
22 Agreement.

23 15. The Court shall retain jurisdiction over the parties to interpret, implement and
24 enforce this Judgment.

25 IT IS SO ORDERED AND ADJUDGED.

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27
28 Dated: Dec. 17, 2024



Judge of the Superior Court

JOSEPH T. ORTIZ