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FILED
Superior Court of California
County of Los Angeles

08/23/2024

David W. Slayton, Executive Officer / Clerk of Court

By: E. Muñoz Deputy

SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF LOS ANGELES

CHRISTOPHER MADISON, as an individual
on behalf of himself and on behalf of all others
similarly situated,

Plaintiff,

v.

AIR CANADA, a business entity, form
unknown; AIR CANADA CORPORATION, a
business entity, form unknown; and DOES 1-
100, inclusive,

Defendants.

CASE NO. 22STCV38188
(Related to Case No. 22STCV03616)

Assigned for All Purposes to:
Hon. William F. Highberger
Dept. SSC-10

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

Date: August 21, 2024
Time: 11:00 a.m.
Dept.: SSC-10

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

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

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

15 3. The Settlement Class, which was provisionally certified by the Court in its March
16 20, 2024 Order Granting Preliminary Approval, hereby is certified under California Code of Civil
17 Procedure Section 382 for purposes of settlement only. The Class includes "all non-exempt
18 hourly on the ground employees, including Plaintiff, who worked for Defendant Air Canada in
19 California during the Class Period of May 25, 2021 through December 7, 2023.

20 4. The Court adjudges Plaintiff and the Participating Class Members, on behalf of
21 themselves and their respective former and present representatives, agents, attorneys, heirs,
22 administrators, successors, and assigns, to have released and forever discharged the Released
23 Parties (as defined in the Settlement Agreement), to the fullest extent permitted by law, from (i)
24 all claims that were alleged, or reasonably could have been alleged, based on the facts stated in
25 the Operative Complaint, including, claims for (1) Unpaid Minimum Wages, Cal. Labor Code §§
26 1194, 1194.2, 1197, and Industrial Welfare Commission ("IWC") Wage Order 9, and including
27 claims for unpaid work time, rounding, off the clock work, security checks, split shift premiums,
28 or failure to properly calculate and pay paid sick time, (2) Unpaid Overtime, Cal. Labor Code §§

1 510 and 1194, and Wage Order 9, including claims for failure to properly compensate or calculate
2 overtime premiums, (3) Failure to Provide Meal Breaks or properly calculate and pay meal break
3 premiums, Cal. Labor Code §§ 226.7 and 512, and Wage Order 9, (4) Failure to Provide Rest
4 Breaks or properly calculate and pay rest break premiums, Cal. Labor Code § 226.7, and Wage
5 Order 9, (5) Failure to Provide Accurate, Itemized Wage Statements, Cal. Labor Code § 226, and
6 Wage Order 9, and (6) Failure to Pay Expense Reimbursements, Cal. Lab. Code § 2802, and
7 Wage Order 9, and (7) Unfair Business Practices, Cal. Bus. & Prof. Code § 17200 during the
8 Class Period. Participating Class Members' only release these claims for the duration of the Class
9 Period. Except as set forth in Section 5.3 of this Agreement, Participating Class Members do not
10 release any other claims, including claims for vested benefits, wrongful termination, violation of
11 the Fair Employment and Housing Act, unemployment insurance, disability, social security,
12 workers' compensation, or claims based on facts occurring outside the Class Period.

13 5. The Court further adjudges the State of California, LWDA and all Aggrieved
14 Employees are deemed to release, on behalf of themselves and their respective former and present
15 representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released
16 Parties from all claims for PAGA penalties that were alleged, or reasonably could have been
17 alleged, based on the facts stated in the Operative Complaint and the PAGA Notice, including, all
18 claims alleging violations of Labor Code sections 201-203, 210, 216, 221-223, 225.5, 226, 226.7,
19 245-248.6, 256, 432, 432.7, 510, 512, 558, 558.1, 1174, 1174.5, 1194, 1197, 1197.1, 1198,
20 1198.5, 1199, 2699, 2699.3, 2802, 2810.5, and all applicable Wage Orders (Section 14(A-B).
21 during the PAGA Period. The State of California, LWDA and all Aggrieved Employees only
22 release these claims for the duration of the PAGA Period.

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

28 7. The Court further orders that the Class Members be provided with notice of this

Judgment under California Rule of Court 3.771(b), and the Settlement Administrator shall post a copy of this Order and Judgment on its website for a minimum of sixty (60) days.

8. The Court approves an award of attorney's fees to Class Counsel in the amount of \$205,382.49, and an award of costs and expenses in the amount of \$18,691.64. Such amounts shall be paid as provided in the Settlement Agreement.

9. The Court approves a service payment to plaintiff and Class Representative Christopher Madison in the amount of \$10,000.00, and the Settlement Administrator is ordered to make such payment consistent with the terms of the Settlement Agreement.

10. The Settlement Agreement provides the Settlement Administrator, Phoenix Settlement Administrators shall be paid from the Gross Settlement Amount for its services in administering the Settlement. As set forth in the Declaration of Lluvia Islas, the Settlement Administrator is owed \$9,000 for services rendered and to be rendered in administering the settlement. The Court therefore orders that Phoenix be paid the amount of \$9,000 from the Gross Settlement Amount consistent with the terms of the Class Settlement Agreement.

11. The Court approves PAGA penalties in the amount of \$50,000, to be paid from the GSA, and finds that amount is fair, reasonable and adequate, and furthers the purposes underlying PAGA. \$37,500 of this amount will be paid to the LWDA as the state's share of the civil penalties, and the remainder of \$12,500 will be distributed to the Aggrieved Employees consistent with the terms of the Settlement Agreement and PAGA.

12. The parties are ordered to file a joint compliance report no later than ^{12/16/25}~~August 7,~~ 2025, and the Court sets an ^{NACR re funding 12/23/25}~~OSC re. Compliance for August 21,~~ 2025, at ⁹~~8:30~~ a.m., in Department ¹⁰~~SSC-9~~ of the Los Angeles County Superior Court.

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

1 enforcement, construction, and interpretation of the Settlement Agreement.

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

8 15. Judgment is hereby entered as follows: Plaintiff Christopher Madison and the
9 Participating Class Members, consisting of all non-exempt hourly on the ground employees,
10 including Plaintiff, who worked for Defendant Air Canada in California during the Class Period
11 of May 25, 2021 through December 7, 2023, who have not otherwise opted out, shall take nothing
12 from Air Canada, except as set forth in the Settlement Agreement.

13 16. The Court shall retain jurisdiction over the parties to interpret, implement and
14 enforce this Judgment.

15 IT IS SO ORDERED.

16
17 Dated: 08/23/2024



A handwritten signature in black ink, reading "W. F. Highberger", is written over a horizontal line.

Judge of the Superior Court

William F. Highberger / Judge