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FILED
Superior Court of California
County of Los Angeles

10/17/2024

David W. Slayton, Executive Officer / Clerk of Court

By: N. DiGiambattista Deputy

Attorneys for Plaintiff TRAVION MCGUIRE

individually and on behalf of all other Aggrieved Employees

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – STANLEY MOSK COURTHOUSE

TRAVION MCGUIRE, individually and on
behalf of all other Aggrieved Employees;

Plaintiff,

vs.

FLIGHT CLUB NEW YORK LLC, a
Delaware Limited Liability Company, and
DOES 1 through 50, inclusive,

Defendants.

Case No. 23STCV27019

ASSIGNED FOR ALL PURPOSES TO HON.
ELAINE LU, DEPT. 26

**[PROPOSED] ORDER AND JUDGMENT
APPROVING REPRESENTATIVE PAGA
SETTLEMENT**

*[FILED CONCURRENTLY WITH MOTION FOR
APPROVAL OF PRIVATE ATTORNEY GENERAL ACT
("PAGA") AND MEMORANDUM OF POINTS AND
AUTHORITIES; DECLARATION OF HAIG B.
KAZANDJIAN IN SUPPORT THEREOF; AND
DECLARATION OF TRAVION MCGUIRE]*

Hearing Date: July 26, 2024

Time: 8:30am

Dept.: 26

RESERVATION ID: 365937800630

Complaint Filed: November 3, 2023

Pursuant to Plaintiff's Motion for Approval of PAGA Representative Settlement by the
parties and good cause appearing:

Having considered the Parties' submissions, and all legal authorities and documents

submitted in support thereof, including the PAGA Settlement Agreement (“PAGA Settlement Agreement” or “Settlement”), attached hereto as **Exhibit 1**, and good cause appearing, IT IS HEREBY ORDERED that Plaintiff’s Motion is GRANTED, subject to the following findings and orders:

- a) All terms used herein shall have the same meaning as defined in the PAGA Settlement Agreement attached hereto as **Exhibit 1**.
- b) The Court hereby approves the terms set forth in the PAGA Settlement Agreement and finds that the PAGA Settlement Agreement is, in all respects, fair, adequate, and reasonable and directs the Parties to effectuate the PAGA Settlement Agreement according to its terms. The Court finds that the PAGA Settlement Agreement has been reached as a result of informed and non-collusive arm’s-length negotiations. The Court further finds that the Parties were able to reasonably evaluate their respective positions. The Court also finds that settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. The Court has reviewed the monetary recovery being provided as part of the Settlement and recognizes the value accorded to the state of California and Aggrieved Employees.
- c) The PAGA Settlement Agreement is not an admission by Defendants or by any other Released Party, nor is this Order and Judgment a finding of the validity of any allegations or of any wrongdoing by Defendants. Neither this Order and Judgment, the PAGA Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the PAGA Settlement Agreement, may be construed as, or may be used as, an admission of any fault, wrongdoing, omission, concession or liability whatsoever by or against Defendants or any of the other Released Parties.
- d) Defendant shall pay the Aggrieved Employees pursuant to the procedure described in the PAGA Settlement Agreement attached hereto as **Exhibit 1**.
- e) The payments to the Aggrieved Employees shall be mailed to the Aggrieved Employees with the Notice of Settled Representative Action, attached to the Settlement Agreement Exhibit 1 attached hereto as **Exhibit A**.

- f) After reviewing the proposed PAGA Settlement Agreement, the Declaration of Haig B. Kazandjian in Support of Approval of Representative PAGA Action Settlement, and the Settlement Agreement and the Exhibits attached thereto, the Court finds that the PAGA penalties awarded in this matter are fair and reasonable and therefore approves it pursuant to Labor Code 2699(1)(2).
- g) The Court hereby confirms Haig B. Kazandjian Lawyers, APC as PAGA Counsel.
- h) The Court hereby awards attorneys' fees in the amount of 40% of the Gross PAGA Settlement amount, which is \$26,000.00 in attorneys' fees and \$5,930.64 in attorneys' costs. The Court finds that the PAGA attorneys' fees and costs requested were reasonable in light of the amount recovered and the relevant factors under California law. The payment of fees to PAGA Counsel shall be made in accordance with the terms of the Settlement.
- i) The Court appoints ILYM Group, Inc. as the Settlement Administrator and directs that the PAGA penalty payments be distributed by ILYM Group, Inc. as set forth in the PAGA Settlement Agreement and this Order. The Court approves ILYM Group, Inc.'s Settlement Administration Fees of \$3,650.00 for its services in this matter and to be paid as set forth in the Settlement Agreement.
- j) The Court approves the general release and enhancement payment to Plaintiff Travion McGuire in the amount of \$10,000.00 to be paid as set forth in the Settlement Agreement. Plaintiff fully and unconditionally forever releases and discharges the Releases from Plaintiff's Released Claims as defined in ¶ 3.3.3 of the Settlement Agreement.
- k) The Court further orders, adjudges and decrees that each Aggrieved Employee (including Plaintiff) and the Californian Labor and Workforce Development Agency, shall only release claims alleged in the operative complaint and/or PAGA Notice. Specifically, the Released Claims means the following, as defined in ¶ 5 of the Settlement Agreement: "In accordance with *Arias v. Superior Court* (2009) 46 Ca1.4th 969, a settlement and release in "a representative action brought by an aggrieved employee under the Labor Code Private Attorneys General Act of 2004 ... is binding not only on the named employee plaintiff but also on government agencies and any aggrieved employee not a party to the proceeding,"

which the settlement and order of approval shall so reflect. Therefore, all Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint, and the PAGA Notice, including alleged violations of the California Labor Code and the California Industrial Welfare Commission Wage Orders, including but not limited to alleged failure to provide employment records, failure to pay minimum wages, overtime, and double time, failure to provide meal and rest breaks, failure to provide complete and accurate wage statements, failure to timely pay wages upon termination, failure to pay reporting time pay, failure to pay split shift differentials, failure to timely pay wages, failure to reimburse business expenses, and failure to provide notice of paid sick time leave and accrual. The Judgment shall not bind nor release the Aggrieved Employees of any individual wage claims (or other individual claims).”

The Court hereby enters FINAL JUDGMENT in favor of Plaintiffs and the Aggrieved Employees in the amount of \$65,000.00 for Plaintiffs’ claims. The Judgment is awarded and allocated as follows:

- (a) Plaintiffs’ Counsel’s attorneys’ fees in the amount of 40% of the total Settlement Amount, in the amount of \$26,000.00;
- (b) Plaintiffs’ Counsel’s costs in the amount of \$5,930.64;
- (c) Settlement Administration Costs of \$3,650.00 to be paid to the Settlement Administrator;
- (d) \$10,000.00 to Plaintiff Travion McGuire as his general release and enhancement payment
- (e) the remainder of the Total Settlement Amount after deducting the items (a), (b), (c) and (d) herein shall be designated as the PAGA Payment, which is estimated to be \$19,419.36, and will be allocated between the LWDA and the PAGA Settlement Employees pursuant to the Labor Code with 75% (\$14,564.52) paid to the LWDA and 25% (\$4,854.84) paid to the PAGA Members pursuant to the formula in the Agreement.
- (f) Defendants shall have no further liability for costs, expenses, interests, attorneys’ fees, or

for any other charge, expense or liability and shall be released from all PAGA Released Claims and Plaintiffs' Released Claims, all as set forth in the Agreement.

(g) This Judgment is intended to be a final disposition of the three above-captioned related actions in their entirety, and is intended to be immediately appealable.

(h) The Court hereby dismisses this entire Action with prejudice.

(i) The Court shall have and retain continuing jurisdiction over the Actions and the Parties and the State of California as real party in interest for the PAGA Settlement Employees pursuant to California Code of Civil Procedure § 664.6 including after the entry of this Order and Judgment, to the fullest extent necessary to interpret, enforce and effectuate the terms and intent of Agreement and this Order and Judgment.

(j) Pursuant to Labor Code § 2699(1)(3), Plaintiff shall submit a copy of this Order and Judgment to the LWDA within ten (10) days of entry of this Order and Judgment.

IT IS SO ORDERED AND ADJUDGED.

Dated: 10/17/2024




Honorable Elaine Lu

Bradley S. Phillips / Judge

PROOF OF SERVICE

TRAVION MCGUIRE V FLIGHT CLUB NEW YORK LLC
23STCV27019

STATE OF CALIFORNIA)
)
COUNTY OF LOS ANGELES)

I, Eva Gomez, state that I am employed in the aforesaid County, State of California; I am over the age of eighteen years and not a party to the within action; my business address is 801 North Brand Blvd., Suite 970, Glendale, California 91203. My electronic service address is eva@hbklawyers.com.

On June 21, 2024 I served the following:

1. **[PROPOSED] ORDER AND JUDGMENT APPROVING REPRESENTATIVE PAGA SETTLEMENT**
2. **NOTICE OF MOTION; AND MOTION FOR APPROVAL OF PRIVATE ATTORNEY GENERAL ACT ("PAGA") SETTLEMENT: MEMORANDUM OF POINTS AND AUTHORITIES**
3. **DECLARATION OF PLAINTIFF TRAVION MCGUIRE IN SUPPORT OF MOTION FOR APPROVAL OF PRIVATE ATTORNEY GENERAL ACT ("PAGA") SETTLEMENT**
4. **DECLARATION OF HAIG B. KAZANDJIAN IN SUPPORT OF MOTION FOR APPROVAL OF PRIVATE ATTORNEY GENERAL ACT ("PAGA") SETTLEMENT**

on the interested parties by placing a true copy thereof, enclosed in a sealed envelope, by following one of the methods of service as follows:

P. Dustin Bodaghi, Esq.
Alejandra Gallegos, Esq.
LITTLER MENDELSON, P.C.
18565 Jamboree Road, Suite 800
Irvine, California 92612
Emails: dbodaghi@littler.com
agallegos@littler.com
Attorney for Defendants, **FLIGHT CLUB NEW YORK LLC**

(X) **BY ELECTRONIC MAIL:** I hereby certify that this document was served from Los Angeles, California, by e-mail delivery on the parties listed herein at their most recent known email address or e-mail of record in this action.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on June 21, 2024 at Glendale, California.

/s/ Eva Gomez

Eva Gomez