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12 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

13 **COUNTY OF ALAMEDA**

14
15 **JOHNATHAN VIGIL and TAMARA**
16 **CASTEEL**, individuals, on behalf of
17 themselves and all persons similarly situated,
and on behalf of the State of California, as
private attorney general,

18 Plaintiffs,

19 vs.

20 **ALASKA AIRLINES, INC.**, a corporation;
21 and DOES 1 through 50, inclusive,

22 Defendants.

CASE NO.: 24CV060637

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: July 31, 2025

Hearing Time: 2:30 p.m.

Judge: Hon. Peter Borkon

Dept: 15

Date Filed: January 19, 2024

Trial Date: Not set

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25 This matter came before the Honorable Peter Borkon of the Superior Court of the State of
26 California, in and for the County Alameda, Case No. 24CV060637 (the “Action”) on July 31,
27 2025, for hearing on the unopposed motion of Plaintiffs Johnathan Vigil and Tamara Casteel

28 **FINAL APPROVAL ORDER AND JUDGMENT**

1 (“Plaintiffs”) for an order finally approving the Class Action and PAGA Settlement and Release
2 Agreement (“Settlement” or “Agreement”) with Defendant Alaska Airlines, Inc. (“Defendant”).
3 The hearing covered attorneys’ fees and costs, service payments, and the expenses of the
4 Administrator.

5 **I.**

6 **FINDINGS**

7 Based on the oral and written argument and evidence presented in connection with the
8 motion, the Court makes the following findings:

- 9 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 10 2. This Court has jurisdiction over the subject matter of this litigation pending before
11 the Superior Court for the State of California, in and for the County of Alameda, and over all
12 Parties to this litigation, including the Class.
- 13 3. Based on a review of the papers submitted by Plaintiffs and a review of the
14 applicable law, the Court finds that the Gross Settlement Amount of Four Million Five Hundred
15 Thousand Dollars (\$4,500,000) and the terms set forth in the Agreement are fair, reasonable, and
16 adequate.
- 17 4. The Court further finds that the Settlement was the result of arm’s length
18 negotiations conducted after Class Counsel had adequately investigated the claims and became
19 familiar with the strengths and weaknesses of those claims. In particular, the amount of the
20 Settlement, and the assistance of an experienced mediator in the settlement process, among other
21 factors, support the Court’s conclusion that the Settlement is fair, reasonable, and adequate.

22 **Preliminary Approval of the Settlement**

- 23 5. On April 1, 2025, the Court granted preliminary approval of the Settlement. At this
24 same time, the Court approved conditional certification of the Class for settlement purposes only.

25 **Notice to the Class**

- 26 6. In compliance with the Preliminary Approval Order, the Court-approved Class
27 Notice was mailed by first class mail to members of the Class at their last-known addresses on or
28

1 about May 15, 2025. The mailing of the Class Notice to their last-known addresses was the best
2 notice practicable under the circumstances and was reasonably calculated to communicate actual
3 notice of the litigation and the proposed settlement to the Class. The Class Notice given to the
4 Class Members fully and accurately informed the Class Members of all material elements of the
5 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
6 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
7 fully with the laws of the State of California, the United States Constitution, due process and other
8 applicable law. The Class Notice fairly and adequately described the Settlement and provided
9 Class Members adequate instructions and a variety of means to obtain additional information.

10 7. The Response Deadline for opting out or submitting written objections to the
11 Settlement was June 30, 2025, which for re-mailings was extended by fourteen (14) days. There
12 was an adequate interval between notice and the deadline to permit Class Members to choose what
13 to do and to act on their decision. A full and fair opportunity has been afforded to the Class
14 Members to participate in this hearing, and all Class Members and other persons wishing to be
15 heard have had a full and fair opportunity to be heard. Class Members also have had a full and
16 fair opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
17 Court determines that all Class Members who did not timely and properly submit a request for
18 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

19 **Fairness of the Settlement**

20 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
21 48 Cal.App.4th 1794, 1801 (1996).

22 a. The settlement was reached through arm's-length bargaining between the
23 Parties during an all-day mediation before Hon. James Otero (ret.), a respected and experienced
24 mediator of wage and hour class actions. There has been no collusion between the Parties in
25 reaching the Settlement.

26 b. Plaintiffs and Class Counsel's investigation and discovery have been
27 sufficient to allow the Court and counsel to act intelligently.

1 c. Counsel for both Parties are experienced in similar employment class action
2 litigation. Class Counsel recommended approval of the Agreement.

3 d. The percentage of objectors and requests for exclusion is small. No
4 objections were received. No requests for exclusion were received.

5 e. The participation rate was high. 4,112 Participating Class Members will be
6 mailed a settlement payment, representing 100% of the overall Class.

7 9. The consideration to be given to the Class Members under the terms of the
8 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
9 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
10 Members' claims, given the uncertainties and significant risks of the litigation and the delays
11 which would ensue from continued prosecution of the action.

12 10. The Agreement is approved as fair, adequate and reasonable and in the best
13 interests of the Class Members.

14 **Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment**

15 11. An award of \$1,500,000 for attorneys' fees, representing one-third of the Gross
16 Settlement Amount, and \$31,501.10 for litigation costs and expenses, is reasonable, in light of the
17 contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results
18 achieved by Class Counsel. The requested awards have been supported by Class Counsel's
19 lodestar and billing statement.

20 **Class Representative Service Payments**

21 12. The Agreement provides for Class Representative Service Payments of not more
22 than \$10,000 each to the Plaintiffs, subject to the Court's approval. The Court finds that Class
23 Representative Service Payments in the amount of \$10,000 each to the Plaintiffs are reasonable in
24 light of the risks and burdens undertaken by the Plaintiffs in this litigation and for their time and
25 effort in bringing and prosecuting this matter on behalf of the Class.

26 **Administration Expenses Payment**

27 13. The Administrator shall calculate and administer the payment to be made to the
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1 Class Members, transmit payment for attorneys' fees and costs to Class Counsel, transmit the
2 Class Representative Service Payments to the Plaintiffs, issue all required tax reporting forms,
3 calculate withholdings and perform the other remaining duties set forth in the Agreement. The
4 Administrator has documented \$27,550 in fees and expenses, and this amount is reasonable in
5 light of the work performed by the Administrator.

6 **PAGA Penalties**

7 14. The Agreement provides for PAGA Penalties to be paid from the Gross
8 Settlement Amount in the amount of \$100,000, which shall be allocated \$75,000 to the Labor &
9 Workforce Development Agency ("LWDA") as the LWDA's 75% share of the settlement of civil
10 penalties paid under this Agreement pursuant to the PAGA and \$25,000 to be distributed to the
11 Aggrieved Employees as Individual PAGA Payments and allocated based on the number of
12 months in which the Aggrieved Employee was based in California during the PAGA Period and
13 had a flight assignment or unassigned reserve period, compared to the aggregate total number of
14 months in which all Aggrieved Employees were based in California during the PAGA Period and
15 had a flight assignment or unassigned reserve period. "Aggrieved Employees" are all Flight
16 Attendants employed by Alaska Airlines, Inc. and based in the state of California at any time
17 during the PAGA Period (October 3, 2022 through November 21, 2024). Pursuant to Labor Code
18 section 2699, subdivision (1)(2), the LWDA was provided notice of the Agreement and these
19 settlement terms and has not indicated any objection thereto. The Court finds the PAGA Penalties
20 to be reasonable.

21 **II.**

22 **ORDERS**

23 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

24 15. The Class is certified for the purposes of settlement only. The Class is defined as
25 follows:

26 All Flight Attendants employed by Alaska Airlines, Inc. and based in the state of
27 California at any time during the Class Period (October 3, 2019 through November
28 21, 2024).

1 The allegedly “Aggrieved Employees” under PAGA are defined as follows:

2 All Flight Attendants employed by Alaska Airlines, Inc. and based in the state of
3 California at any time during the PAGA Period (October 3, 2022 through
4 November 21, 2024).

5 16. All persons who meet the foregoing definition are members of the Class, except for
6 those individuals who filed a valid request for exclusion (“opt out”) from the Class. There were
7 no individuals who requested exclusion from the Class.

8 17. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the
9 best interest of the Class. Defendant shall fully fund the Gross Settlement Amount, and also fund
10 the amounts necessary to fully pay Defendant’s share of payroll taxes in accordance with the
11 Agreement, by transmitting the funds to the Administrator no later than 30 days after the Effective
12 Date.

13 18. Class Counsel are awarded attorneys’ fees in the amount of \$1,500,000 and costs in
14 the amount of \$31,501.10. Class Counsel shall not seek or obtain any other compensation or
15 reimbursement from Defendant, Plaintiffs or members of the Class.

16 19. The payment of Class Representative Service Payments in the amount of \$10,000
17 each to the Plaintiffs is approved.

18 20. The payment of \$27,550 to the Administrator for its fees and expenses is approved.

19 21. The PAGA Penalties amount of \$100,000 is approved and is to be distributed in
20 accordance with the Agreement.

21 22. Pursuant to Labor Code section 2699, subdivision (l)(2), Class Counsel shall
22 submit a copy of this Final Approval Order and Judgment to the LWDA within 10 days after its
23 entry.

24 23. Neither the Agreement nor this Settlement is an admission by Defendant, nor is this
25 Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any
26 wrongdoing by Defendant or that this Action is appropriate for class or representative treatment
27 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the
28 Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement

1 is, may be construed as, or may be used as an admission by or against Defendant of any fault,
2 wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any
3 negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be
4 evidence of, an admission or concession with regard to the denials or defenses by Defendant.
5 Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding
6 this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in
7 the Action as evidence of the Settlement to support a defense of *res judicata*, collateral estoppel,
8 release, or other theory of claim or issue preclusion or similar defense as to the Released Class
9 Claims and/or Released PAGA Claims.

10 24. Notice of entry of this Final Approval Order and Judgment shall be given to all
11 Parties by Class Counsel on behalf of Plaintiffs and all Class Members. The Final Approval Order
12 and Judgment shall be posted on the Administrator's website as set forth in the Class Notice to the
13 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
14 to individual Class Members.

15 25. If the Agreement does not become final and effective in accordance with the terms
16 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
17 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
18 revert to their respective positions as of before entering into the Agreement, and expressly reserve
19 their respective rights regarding the prosecution and defense of this Action, including all available
20 defenses and affirmative defenses, and arguments that any claim in the Action could not be
21 certified as a class action and/or managed as a representative action.

22 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

23 26. Except as set forth in the Agreement and this Final Approval Order and Judgment,
24 Plaintiffs, and all members of the Class, shall take nothing in the Action.

25 27. All Parties shall bear their own attorneys' fees and costs, except as otherwise
26 provided in the Agreement and in this Final Approval Order and Judgment.

1 28. Effective on the date when Defendant fully funds the entire Gross Settlement
2 Amount and the employer-side payroll taxes owed on the Wage Portion of the Individual Class
3 Payments, Plaintiffs, Participating Class Members, Aggrieved Employees and the LWDA will
4 release claims against all Released Parties as follows:

5 (a) All Participating Class Members, on behalf of themselves, their heirs,
6 spouses, executors, administrators, attorneys, agents, assigns, and any entities or businesses in
7 which any of them have a controlling ownership interest, shall fully and finally release and
8 discharge the Released Parties from the Released Class Claims. The “Released Class Claims” are
9 any and all claims, rights, demands, liabilities, and causes of action that were alleged or
10 reasonably could have been alleged, based on the facts or theories stated in the Operative
11 Complaint including for failure to timely pay all wages (California Labor Code §§ 201, 202, 203,
12 204, 210, 558); failure to pay all minimum, overtime and reporting time wages, including with
13 respect to the rate at which such wages are paid (California Labor Code §§ 204, 218, 218.5, 510,
14 558, 1182.12, 1194, 1194.1, 1194.2, 1197, 1197.1, and applicable sections of the relevant Order of
15 the Industrial Welfare Commission); meal and rest period violations, including with respect to the
16 rate at which premiums are paid (California Labor Code §§ 226.7, 512, 516, 558, and applicable
17 sections of the relevant Order of the Industrial Welfare Commission); failure to provide sick pay
18 or properly pay sick time, including with respect to the rate at which it was paid (California Labor
19 Code §§ 233, 246); failure to provide suitable seating (Cal. Lab. Code §§ 1198, 1194.5, and
20 section 14 of the relevant Order of the Industrial Welfare Commission); failure to pay vested
21 vacation time at termination, including with respect to the rate at which it was paid (Cal. Lab.
22 Code §§ 227.3, 558); failure to reimburse all necessary business expenses (California Labor Code
23 §§ 2802, 2804); violation of the IWC California Wage Orders; failure to provide accurate wage
24 statements (Cal. Lab. Code §§ 226, 226.3, 558); failure to maintain records (Cal. Lab. Code § 226,
25 1174, 1174.5 and section 7 of the relevant Order of the Industrial Welfare Commission); and
26 unfair competition in violation of California Business and Professions Code section 17200 et seq.
27 that arose during the Class Period; and any damages, penalties, restitution, disgorgement, interest,
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1 costs, or attorneys' fees as a result thereof. Except as expressly set forth in the Agreement,
2 Participating Class Members do not release any other claims, including claims to enforce this
3 Agreement or claims that may not be released as a matter of law, including, for example, claims
4 for vested benefits under an ERISA, 401(k), or similar plan, wrongful termination, violation of the
5 Fair Employment and Housing Act, unemployment insurance, disability, social security, workers'
6 compensation, or claims based on facts occurring outside of the Class Period.

7 (b) All Aggrieved Employees and the LWDA are deemed to release, on behalf
8 of themselves and their respective former and present representatives, agents, attorneys, heirs,
9 administrators, successors, and assigns, the Released Parties from the Released PAGA Claims.
10 The "Released PAGA Claims" are any and all claims under PAGA that were alleged or reasonably
11 could have been alleged based on the facts or theories alleged in the PAGA letter that occurred
12 during the PAGA Period including, but not limited to, claims for: failure to timely pay all wages
13 (California Labor Code §§ 201, 202, 203, 204, 210, 558); failure to pay all minimum, overtime
14 and reporting time wages, including with respect to the rate at which such wages are paid
15 (California Labor Code §§ 204, 218, 218.5, 510, 558, 1182.12, 1194, 1194.1, 1194.2, 1197,
16 1197.1, and applicable sections of the relevant Order of the Industrial Welfare Commission); meal
17 and rest period violations, including with respect to the rate at which premiums are paid
18 (California Labor Code §§ 226.7, 512, 516, 558, and applicable sections of the relevant Order of
19 the Industrial Welfare Commission); failure to provide sick pay or properly pay sick time,
20 including with respect to the rate at which it was paid (California Labor Code §§ 233, 246); failure
21 to provide suitable seating (Cal. Lab. Code §§ 1198, 1194.5, and section 14 of the relevant Order
22 of the Industrial Welfare Commission); failure to pay vested vacation time at termination,
23 including with respect to the rate at which it was paid (Cal. Lab. Code §§ 227.3, 558); failure to
24 reimburse all necessary business expenses (California Labor Code §§ 2802, 2804); violation of the
25 IWC California Wage Orders; failure to provide accurate wage statements (Cal. Lab. Code §§ 226,
26 226.3, 558); failure to maintain records (Cal. Lab. Code § 226, 1174, 1174.5 and section 7 of the
27 relevant Order of the Industrial Welfare Commission) that arose on or before the PAGA Period.

1 (c) Plaintiffs and their respective heirs, spouses, executors, administrators,
2 attorneys, agents, assigns, and any entities or businesses where they have a controlling ownership
3 interest generally, release and discharge Released Parties from the Plaintiffs' Release, as fully set
4 forth in the Agreement.

5 (d) "Released Parties" means: Defendant, and its respective former and present
6 parents, subsidiaries, affiliated corporations and entities, successors, insurers, clients, and vendors
7 and independent contractors through which Alaska conducts business, and each of their respective
8 current, former, and future officers, directors, members, managers, employees, consultants,
9 vendors, independent contractors, clients, partners, shareholders, joint venturers and third-party
10 agents, and any successors, assigns, legal representatives, or any individual or entity which could
11 be jointly liable with Alaska and all persons or entities acting by, through, under, or in concert
12 with any of them.

13 29. For any Class Member or Aggrieved Employee whose Individual Class Payment
14 check or Individual PAGA Payment check is uncashed and cancelled after the void date, the
15 Administrator shall transmit the funds represented by such checks to the California Controller's
16 Unclaimed Property Fund in the name of the Class Member, thereby leaving no "unpaid residue"
17 subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).

18 30. The Court hereby enters judgment in the entire Action as of the filing date of this
19 Order and Judgment, pursuant to the terms set forth in the Settlement. Without affecting the
20 finality of this Order and Judgment in any way, the Court hereby retains continuing jurisdiction
21 over the interpretation, implementation, and enforcement of the Settlement and all orders entered
22 in connection therewith pursuant to California Code of Civil Procedure section 664.6.

23 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

24
25 Dated: _____

26 _____
27 HON. PETER BORKON
28 JUDGE OF THE SUPERIOR COURT OF CALIFORNIA