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FILED
 Superior Court of California
 County of Los Angeles
10/04/2023

David W. Slayton, Executive Officer / Clerk of Court
 By: A. Robledo Deputy

Attorneys for Plaintiff and the Class

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES**

JOSE MEDINA, as an individual and on behalf
 of all aggrieved employees,

Plaintiff,

v.

UNITED AIRLINES, INC, a Delaware
 Corporation; and DOES 1 through 100,
 inclusive,

Defendant.

Case No. BC624742

*Assigned to Hon. Rupert A. Byrdsong
 in Department 28*

**[AMENDED ~~PROPOSED~~] ORDER AND
 JUDGMENT OF FINAL APPROVAL OF
 CLASS ACTION SETTLEMENT**

Date: October 4, 2023
 Time: 8:30 a.m.
 Dept.: 28

Reservation No. 283789547811

1 This matter having come before this Court for hearing on October 4, 2023 at 8:30 a.m.
2 on Plaintiff JOSE MEDINA's ("Plaintiff") unopposed Motion for Final Approval of Class
3 Action Settlement, as set forth in the Parties' Stipulation of Class and Representative Action
4 Settlement and Release ("Settlement Agreement"), pursuant to the Order Granting Motion for
5 Preliminary Approval of Class Action Settlement ("Preliminary Approval Order"), adequate
6 notice having been given as required in said Order, and the Court having considered all papers
7 filed and proceedings had herein, and good cause appearing therefore, it is ORDERED,
8 ADJUDGED AND DECREED THAT:

9 The Court has jurisdiction over the subject matter of the action and all parties.

10 Based on a review of the papers submitted by Plaintiff and a review of the applicable
11 law, the Court finds that the Gross Settlement Value of \$14,601,022.22 and the terms set forth
12 in the parties' Settlement Agreement are fair, reasonable, and adequate. The Settlement
13 Agreement is hereby incorporated into this Order as though fully set forth herein. Except as
14 otherwise specified herein and for purposes of this Order, the terms used in this Order have the
15 meaning assigned to them in the Settlement Agreement and Notice of Class Action Settlement
16 ("Class Notice").

17 The Court hereby certifies the following Class for settlement purposes only:

18 "All current and/or former employee of United who were employed as
19 mechanics in the State of California, at any time from July 5, 2014, through
January 31, 2023."

20 The Court has determined that the Class Notice provided to the Class pursuant to the
21 Preliminary Approval Order fully and accurately informed all Class Members of the material
22 elements of the proposed Settlement, constituted the best notice practicable under the
23 circumstances, and constituted valid, due and sufficient notice to all Class Members.

24 The Court hereby grants full, unconditional and final approval of the Settlement as fair,
25 reasonable and adequate in all respects, determines that the Settlement was made in good faith
26 and in the best interests of the Parties, and orders the Parties to effectuate the Settlement in
27 accordance with the terms of the Settlement Agreement. The Court further finds that the
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1 Settlement was the result of arm's-length negotiations conducted after Class Counsel had
2 thoroughly and adequately investigated the claims and became familiar with the strengths and
3 weaknesses of those claims. In particular, the amount of monies allocated to the Class
4 Members, and the assistance of an experienced mediator in the settlement process, among
5 other factors, support the Court's conclusion that the Settlement is fair, reasonable, and
6 adequate. The amounts agreed to be paid by Defendant United Airlines, Inc. ("Defendant"),
7 including the Individual Settlement Payments to be paid to Settlement Class Members as
8 provided for by the Settlement Agreement, are fair and reasonable under the facts of this case.

9 The Court hereby grants final approval of attorneys' fees in the amount of
10 \$4,867,007.41 that will be paid to (1) Diversity Law Group, P.C. in the amount of
11 \$2,190,153.33; (2) Law Offices of Choi & Associates in the amount of \$2,433,503.70; and (3)
12 Polaris Law Group, P.C. in the amount of \$243,350.37.

13 The Court hereby grants final approval of attorneys' costs in the amount of \$29,822.22
14 to Class Counsel that will be paid as follows: (1) Diversity Law Group, P.C. in the amount of
15 \$3,981.17; and (2) Law Offices of Choi & Associates in the amount of \$25,901.05.

16 The Court hereby grants final approval of an enhancement award in the amount of
17 \$20,000.00 to Plaintiff, in addition to his share of the Plan of Allocation as a Settling Class
18 Member, for his time and effort serving as the Class Representative.

19 The Court also hereby approves payment of \$30,950.00 to Phoenix Settlement
20 Administrators, the appointed Settlement Administrator, for the services it has rendered and
21 will render in administering the Settlement as described more fully in the Settlement
22 Agreement.

23 Pursuant to California Labor Code Section 2698, et seq., the Court also hereby
24 approves payment of \$723,988.69 to the California Labor & Workforce Development Agency
25 ("LWDA") as payment for the Private Attorneys General Act ("PAGA") Allocation. The
26 \$723,988.69 payment constitutes the 75% allocation to the LWDA of the total amount of
27 \$965,318.26 allocated to PAGA penalties.

1 The Court hereby finds that the Class Notice and all related documents have been
2 mailed to all Class Members as previously ordered by the Court, and that such Class Notice
3 fairly and adequately described the terms of the proposed Settlement Agreement, the manner in
4 which Class Members could object to or participate in the Settlement, and the manner in which
5 Class Members could opt out of the Class; was the best notice practicable under the
6 circumstances; was valid, due and sufficient notice to all Class Members; and complied fully
7 with California Rule of Court 3.769, due process and all other applicable laws. The Court
8 finds that there five (5) requests for exclusion. The Court further finds that a full and fair
9 opportunity has been afforded to Class Members to participate in the proceedings convened to
10 determine whether the proposed Settlement Agreement should be given final approval.
11 Accordingly, the Court hereby determines that all Class Members who did not file a timely and
12 proper request to be excluded from the Settlement are bound by this Order.

13 The Court finds that the Settlement Agreement is fair, reasonable, and adequate as to
14 the Class, Plaintiff and Defendant. The Court further finds that the Settlement is the product of
15 good faith, intensive, serious, non-collusive, and arm's-length negotiations between the Parties,
16 is supported by an evidentiary record, experienced and qualified Class Counsel and
17 involvement of an experienced mediator, and all Settlement Class Members, and confers a
18 significant financial benefit to the Class commensurate with the likely recovery if Named
19 Plaintiff prevailed at trial and the risks of continued litigation. The Court further finds that the
20 Settlement Agreement is consistent with public policy, and fully complies with all applicable
21 provisions of law, including the provisions of California Code of Civil Procedure section 382
22 and California Rules of Court, Rule 3.760. The nature of the claims, the strength of
23 Defendant's defenses, the amounts paid under the Settlement, the allocation of settlement
24 proceeds among the Settlement Class Members and the fact that a settlement represents a
25 compromise of the Parties' respective positions rather than the result of a finding of liability at
26 trial all support the Court's decision granting final approval. The following factors also
27 support the decision granting final approval: the risk, expense, complexity and likely duration
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1 of further litigation; the risk of attaining and maintaining class action status throughout the
2 proceedings; and the extent of discovery completed and the stage of the proceedings.

3 The reaction of the Class Members to the proposed Settlement further supports the
4 Court's decision granting final approval. There were no objections and only 5 requests for
5 exclusion.

6 Phoenix Settlement Administrators shall calculate and administer from the Gross
7 Settlement Value the following, all of which shall be deducted from the \$14,601,022.22 Gross
8 Settlement Value: Attorney's Fees and costs to Class Counsel; Enhancement Award to the
9 Plaintiff; Claims Administrator Costs; State of California in the amount of seventy-five percent
10 (75%) of the PAGA Allocation; and the Net Settlement Value to be distributed to the Settling
11 Class Members. Phoenix Settlement Administrators shall also calculate the employer's side
12 payroll taxes to be separately paid from the Gross Settlement Value by Defendant. Phoenix
13 Settlement Administrators is hereby directed to mail the Individual Settlement Payments and
14 take all other actions in furtherance of the settlement administration as specified in the
15 Settlement Agreement.

16 The releases, waivers and covenants not to sue by the Plaintiff, as set forth in the
17 Settlement Agreement and in the Class Notice, are approved and are hereby incorporated by
18 reference and made a part of this Order as though fully set forth herein. As more specifically
19 set forth in the Settlement Agreement, by operation of the entry of this Order and Judgment
20 and pursuant to the Settlement, Named Plaintiff waives and releases the Released Claims as set
21 forth in the Settlement Agreement, which are barred pursuant to this Order and Judgment.

22 By means of this Final Approval Order, final judgment is entered, as defined in section
23 577 of the California Code of Civil Procedure, binding each Settling Class Member and
24 operating as a full release and discharge of Released Claims as follows:

25 "As of the Effective Date and in exchange for the consideration, undertakings,
26 and covenants undertaken by United in this Agreement, including but not
27 limited to the provisions of Paragraph 8 and Section XIII, and to the extent
28 permitted by applicable law, the State of California and the Settling Class
hereby release, discharge, and covenant not to sue United Airlines, Inc.,
including its predecessors, successors, affiliates, parents, subsidiaries, related

1 companies, employees, agents, shareholders, officers, directors, attorneys,
2 insurers, and any entity which could be jointly liable with it, or any of them
3 (individually and collectively “the United Releasees,”) from and with respect to
4 any and all actions, causes of action, suits, liabilities, claims, and demands
5 whatsoever, whether known or unknown, during the Settling Class Period,
6 which the State of California, the Settling Class, or individual members
7 thereof, has, or had against the United Releasees, or any of them, which are
8 alleged in the Lawsuits or could have been alleged in the Lawsuits based on the
9 facts alleged in the current or prior pleadings therein, including without
10 limitation claims for violation of: Labor Code §§ 226, 226.7, 512, 1174, 1198,
11 and 1199; Wage Order No. 9-2001 §§ 7 and 11; PAGA claims predicated on
12 the foregoing; and claims under Business & Professions Code §§ 17200 *et seq.*
13 predicated on the foregoing; and any additional claims for penalties, wages,
14 interest or other monies predicated on the foregoing (the “Released Claims”).

15 (a) The Released Claims include specifically, by way of further
16 description, but not by way of limitation, any and all claims arising out of or in
17 any way related to any and all attorneys’ fees, attorneys’ costs/expenses, fines,
18 penalties, wages, interest, restitution, liquidated damages, punitive damages,
19 declaratory relief, and/or injunctive relief allegedly due and owing by virtue of
20 the allegations set out in the Lawsuits, whether based on statutory, regulatory,
21 or common law (including but not limited to any such claims based on the
22 California Labor Code, Business and Professions Code, Civil Code, Order of
23 the Industrial Welfare Commission, and/or Code of Civil Procedure).

24 (b) The Settling Class Members and the State of California
25 acknowledge and/or are deemed to acknowledge that they may hereafter
26 discover claims in addition to or different from those which they now know or
27 believe to exist with respect to the subject matter of this Agreement and/or this
28 release, and which, if known or suspected at the time of executing this
Agreement, may have materially affected this release. Nevertheless, the
Settling Class Members and the State of California hereby waive any right,
claim, or cause of action that might arise as a result of such different or
additional claims or facts”

All rights to appeal this Order or the Judgment have been waived except as specifically
permitted in the Settlement Agreement.

Nothing in this Order and Judgment shall preclude any action to enforce the Parties’
obligations under the Settlement or under this Order.

Settlement Class Members shall have one-hundred eighty (180) days from the date of
issuance of the check to negotiate the check. The amount of any settlement checks that are not
cashed by Settling Class Members as well as any portion of the GSV not otherwise allocated
under this Settlement shall be the Residual Amount. The Residual Amount shall be paid to the
State of California as unclaimed wages under the name of the Settling Class Member pursuant
to the escheat procedures set forth in the California Code of Civil Procedure section 1300, *et*
seq.

1 A non-appearance compliance hearing is set for 09/12/2024, ~~2024~~ in
2 Department 28 of the above-referenced Court. At least five (5) court days prior to the
3 compliance hearing, the Settlement Administrator will provide a written declaration under oath
4 to certify the total amount that was paid to all class members and ensure that distribution of the
5 un-cashed funds be tendered to the California State Controller to be held in the unclaimed
6 property fund in the name of the Settlement Class Member.

7 Without affecting the finality of the Judgment in any way, the Court reserves exclusive
8 and continuing jurisdiction over the action and the Parties for purposes of supervising the
9 implementation, enforcement, construction, administration and effectuation of the Settlement
10 Agreement.

11 The Parties and Phoenix Settlement Administrators are hereby ordered to implement
12 and comply with the terms of the Settlement Agreement.

13 Notice of entry of this Order and Judgment will be available on the Settlement
14 Administrator's website.

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16 **IT IS SO ORDERED AND ADJUDGED.**

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18 Dated: 10/04/ 2023



Rupert A. Byrdsong

Rupert A. Byrdsong / Judge

20 _____
21 Honorable Rupert A. Byrdsong
22 Judge of the Superior Court
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