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10 *Attorneys for Plaintiffs*
11 *MEGAN LARKIN, ROXANA PORTILLO,*
12 *DELIA RAJO, and other Class*
13 *Members Similarly Situated*

14 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

15 **FOR THE COUNTY OF LOS ANGELES — SPRING STREET COURTHOUSE**

16 MEGAN LARKIN, an individual; ROXANA
17 PORTILLO, an individual; and DELIA RAJO,
18 an individual; All Individual Plaintiffs on Behalf
19 of Themselves and as Class Representatives for
20 All Other Similarly Situated Non-Exempt
21 Current and Former Employees,

22 Plaintiffs,

23 vs.

24 AMERICAN AIRLINES, INC., an Delaware
25 Corporation; and DOES 1 through 10, inclusive,

26 Defendants.

Case No.: BC650122

[Assigned for all purposes to the Honorable Daniel
J. Buckley, Dept. 1]

CLASS ACTION

[PROPOSED] ORDER

Date: August 1, 2019

Time: 1:45PM

Dept.: 1

Hon. Daniel J. Buckley

Action Filed: February 9, 2017

Trial Date: None Set

CONFORMED COPY
ORIGINAL FILED
Superior Court of California
County of Los Angeles

AUG 01 2019

Sherri R. Carter, Executive Officer/Clerk
By: Stephanie Chung, Deputy

RECEIVED
LOS ANGELES SUPERIOR COURT
JUL 09 2019
I. LOVO

[PROPOSED] ORDER

On April 18, 2019, the Court issued an order granting preliminary approval of the proposed class action settlement between Plaintiffs Megan Larkin, Roxana Portillo, and Delia Rajo (hereinafter collectively referred to as "Plaintiffs"), individually and on behalf of all others similarly situated, and Defendant American Airlines, Inc. ("AA" or "American" or "Defendant"). Due and adequate notice having been given to the Class Members, as defined below, and the Court having considered Plaintiff's Motion for Final Approval of Class Action Settlement ("Motion"), the supporting declarations and exhibits thereto, all papers filed in support of and in opposition to the Motion, and the complete files and records in these proceedings, and for good cause appearing, IT IS HEREBY ORDERED AS FOLLOWS:

1. The Court adopts all defined terms as set forth in the Class Action Settlement Agreement ("Settlement") filed in the Action.
2. The Court has jurisdiction over all claims asserted in the Actions, Plaintiff, the Settlement, Class Members, and Defendant.
3. Solely for purposes of effectuating the Settlement, this Court has certified a Class defined as "all current and former Customer Services Agents who (a) were employed by American (or its predecessors) at Los Angeles International Airport ("LAX") at any time from February 9, 2013, to October 31, 2015, inclusive, and (b) are owed wages pursuant to the LALWO."
4. The Court finds that the Settlement was made and entered into in good faith and hereby approves the Settlement as fair, adequate, and reasonable to all Class Members.
5. By operation of this Order, all Participating Class Members who did not opt out of the Settlement shall be deemed to have released their respective Released Claims against the Released Parties. "Released Parties" means Defendant and any parent, subsidiary, affiliate, predecessor or successor, and all agents, employees (current and former), officers, directors, insurers, and attorneys." "Released Claims" means any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorneys' fees, damages, action or causes of action, contingent or accrued, or which were asserted or could have been asserted based on the factual allegations in the Second Amended Complaint, including, to the extent based therein, claims arising from or related to applicable Wage Order(s), Violations of the Los Angeles Living Wage Ordinance, and Business and Professions Code Sections 17200, et seq.

6. The Notice provided to Class Members conforms with the requirements of California Code of Civil Procedure section 382, California Civil Code section 1781, rules 3.766 and 3.769 of the California Rules of Court, the California and United States Constitutions, and any other applicable law, and constitutes the best notice practicable under the circumstances, by providing individual notice to all Class Members who could be identified through reasonable effort, and by providing due and adequate notice of the proceedings and of the matters set forth therein to the other Class Members. The notice fully satisfied the requirements of due process.

7. Zero class members opted out of the Settlement and therefore all Class Members are bound by the terms of this Judgment.

8. The Parties shall bear their own respective attorney's fees and costs, except as otherwise provided for in the Settlement Agreement and approved by the Court. The Court finds that Maximum Settlement Amount (also known as the "Gross Settlement Value") and the methodology used to calculate and pay each Participating Class Member's Individual Settlement Payment are fair and reasonable, and authorizes the Settlement Administrator to pay the Individual Settlement Payments to the Participating Class Members in accordance with the terms of the Settlement.

9. Upon entry of this Order and accompanying judgment, compensation to the Participating Class Members shall be effected pursuant to the terms of the Settlement Agreement.

10. The Court hereby approves Class Representative Service Awards in the amount of \$5,000.00 to each named Plaintiff for their services as Class Representatives.

11. From the Gross Settlement Amount, Class Counsel is awarded \$116,510.21 for their reasonable attorney's fees and \$7,000.00 for their reasonable costs incurred in this action.

12. The Court approves payment of Settlement Administration Costs in the amount of \$7,000.00 to Phoenix Settlement Administrators. Such costs shall be paid from the Gross Settlement Value.

13. All Participating Class Members, including Plaintiff, are hereby forever barred and enjoined from prosecuting any of the Released Claims against the Released Parties as provided for in the Settlement.

14. The Settlement Administrator shall post notice of this Order and the Court's Judgment on its website within ten (10) days after entry of this Order and Judgment.

1 15. This Court shall retain jurisdiction with respect to all matters related to the administration and
2 consummation of the Settlement, and any and all claims, asserted in, arising out of, or related to the
3 subject matter of the lawsuit, including but not limited to all matters related to the Settlement and the
4 determination of all controversies relating thereto.

5 17. A non-appearance Case Review Re: Final Report and Distribution of Settlement Funds is set for

6 January 28, 2020 at 4:00 pm.

7 17. Plaintiff's Motion for Final Approval of Class Action Settlement is hereby GRANTED and the Court
8 directs that a separate judgment shall be entered in accordance with the terms of this Order.

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10 **IT IS SO ORDERED.**

11
12 DATED: 8/1/19

DANIEL J. BUCKLEY

HON. DANIEL BUCKLEY
Judge of the Superior Court

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