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FILED
ALAMEDA COUNTY

MAY 08 2024

CLERK OF THE SUPERIOR COURT
By *Nicole Hall*

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Attorneys for Plaintiffs Angelyna Celio, Matthew Lytle, Robert Martin, and Donell Fort on behalf of themselves and all others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

ANGELYNA CELIO, MATTHEW
LYTLE, ROBERT MARTIN, and DONELL
FORT, on behalf of themselves and others
similarly situated

Plaintiffs,

v.

AIR INTERNATIONAL US, INC., a
Delaware Corporation; and DOES 1
Through 10, inclusive,
Defendants.

Case No. RG21098764
ASSIGNED FOR ALL PURPOSES TO:
The Honorable Rebekah Evenson
Department 24

CLASS AND REPRESENTATIVE ACTION

[PROPOSED] JUDGMENT

Hearing Set by February 2, 2024 Court Notice

Date: April 11, 2024
Time: 9:00 a.m.
Dept: 24
Judge: Hon. ~~Rebekah Evenson~~

Complaint filed: May 10, 2021
Trial Date: Not Set

1 Pursuant to the Class and PAGA Action Settlement as set forth in the Class Action and
2 PAGA Representative Action Settlement Agreement and Release of Claims filed as Exhibit 1 to
3 the Declaration of Isam C. Khoury on March 7, 2023, the Addendum to Class Action and
4 PAGA Representative Action Settlement and Release of Claims filed as Exhibit 2 to the
5 Declaration of Isam C. Khoury on March 7, 2023, and the Second Addendum to Class Action
6 and PAGA Representative Action Settlement Agreement and Release of Claims filed as Exhibit
7 1 to the Supplemental Declaration of Isam C. Khoury on October 12, 2023 (collectively,
8 “Agreement”), the Order Granting Preliminary Approval of Class Action Settlement issued
9 September 21, 2023 (“Preliminary Approval Order”), and the Order Granting Final Approval of
10 Class and PAGA Action Settlement (“Final Approval Order”), IT IS ORDERED, ADJUDGED,
11 AND DECREED that:

12 1. The Court enters Judgment consistent with the Final Approval Order and the
13 Agreement. Plaintiffs Angelyna Celio, Matthew Lytle and Robert Martin, Settlement Class
14 Members, and Aggrieved Employees shall take nothing from Defendant Air International US,
15 Inc. (“Defendant”), or any of Defendant’s present and former parent companies, subsidiaries,
16 affiliates, shareholders, officers, directors, employees, agents, servants, registered
17 representatives, attorneys, insurers, successors and assigns, (“Released Parties”), except as
18 expressly set forth in the Agreement and Final Approval Order.

19 2. No Class member filed a written objection to the proposed Settlement or stated
20 an intention to appear at the final approval hearing.

21 3. Three (3) Settlement Class member requested exclusion from the Settlement:
22 Kurt Remick, Stephen Lentz and Kenneth L. Wright II.

23 4. Pursuant to the Agreement, Preliminary Approval Order, and Final Approval
24 Order, the Court defined the following:

25 a. “Action”: The lawsuit entitled *Angelyna Celio, Matthew Lytle, Robert Martin*
26 *and Donnell Fort, on behalf of themselves and others similarly situated and aggrieved v. Air*
27 *International US, Inc., a Delaware Corporation; and DOES 1 Through 10, inclusive*, Case No.
28 RG21098764, pending in the Superior Court for the State of California, County of Alameda.

1 b. “Aggrieved Employees”: All hourly, non-exempt employees of Defendant Air
2 International US, Inc. in California from May 10, 2020 through and including March 7, 2023.

3 c. “Class Members”: All hourly, non-exempt employees of Defendant Air
4 International US, Inc. in California from May 10, 2017 through and including March 7, 2023.

5 d. “Class Period”: Any time during the period of May 10, 2017 through March 7,
6 2023.

7 e. “Class Representatives” or “Plaintiffs”: Angelyna Celio, Dorrell Fort, Matthew
8 Lytle and Robert Martin.

9 f. “Defendant”: Air International US, Inc.

10 g. “Effective Date”: The date upon which both of the following have occurred: (i)
11 approval of the Settlement is granted by the Court, and (ii) the Court’s Judgment approving the
12 Settlement becomes Final. “Final” shall mean the latest of: (i) if there is an appeal of the Court’s
13 Judgment, the date the Judgment is affirmed on appeal, the date of dismissal of such appeal, or
14 the expiration of the time to file a petition for review to the California Supreme Court, or, (ii) if
15 a petition for review is filed, the date of the California Supreme Court denies the petition for
16 review or decides not to respond and take no action, or the date the Judgment is affirmed
17 pursuant to such petition; or (iii) if no appeal is filed, the expiration date of the time for filing or
18 noticing any appeal of the Judgment.

19 h. “Individual Settlement Payment”: The amount calculated by the Settlement
20 Administrator to distribute to each Settlement Class Member and/or Aggrieved Employee. The
21 Individual Settlement Payment shall be paid from the Net Settlement Amount.

22 i. “Net Settlement Amount”: The portion of the Gross Settlement Amount that
23 remains after accounting for the Class Representative Service Awards, the portion of the PAGA
24 Payment payable to the L WDA, Administrative Costs, and the Class Counsel Payment. The
25 Net Settlement Amount shall include all Individual Settlement Payments.

26 j. “PAGA Period”: Any time during the period of May 10, 2020 through March 7,
27 2023.

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1 k. "Released Claims:" The Released Class Claims and the Released PAGA Claims,
2 as defined below.

3 l. "Released Class Claims": All claims alleged in Plaintiffs' Complaint and First
4 Amended Complaint, as well as all any and all claims, debts, liabilities, demands, obligations,
5 guarantees, costs, expenses, attorney's fees, damages, action or causes of action of whatever
6 kind or nature, whether known or unknown, contingent or accrued, under any legal theory under
7 federal and state law that were or reasonably could have been brought based on the facts alleged
8 in any version of the complaints filed in the Action and in the LWDA Letters submitted to the
9 LWDA by Plaintiffs, regardless of theory of recovery, including: claims under California Labor
10 Code sections 201, 202, 203, 204, 206, 210, 218, 218.5, 226, 226.7, 227, 245 *et seq.*, 510, 511,
11 512, 515, 517, 551-556, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802; the California
12 IWC Wage Orders; the Fair Labor Standards Act (29 U.S.C. Section 201, *et seq.*); and
13 California Business and Professions Code section 17200, *et seq.* The Released Class Claims
14 shall apply to all Class Members who do not timely file a Request for Exclusion.

15 m. "Released PAGA Claims": All Claims or causes of action under the Private
16 Attorneys General Act, Labor Code section 2699 *et seq.* of whatever kind or nature which
17 occurred during the PAGA Period that were or reasonably could have been brought based on
18 the facts alleged ~~in any version of the complaints filed in the Action and~~ in the L WDA Letters
19 submitted to the LWDA by Plaintiffs, regardless of theory of recovery, including but not limited
20 to, any alleged violations of or relief under California Labor Code sections 201,202,203,218.5,
21 218.6, 226, 226.3,226.7, 245 *et seq.*, 510 ,512, 551, 552, 558, 1182.12, 1194, 1194.1,1194.2,
22 1197, 1197.1,1198, 2800, 2802, and the applicable provisions of the applicable IWC Wage
23 Orders.

24 n. "Released Parties": Air International US, Inc., all of its present and former parent
25 companies, subsidiaries, affiliates, shareholders, officers, directors, employees, agents, servants,
26 registered representatives, attorneys, insurers, successors and assigns.

27 o. "Settlement Class": All Class Members who do not file a timely and valid
28 Request for Exclusion.

1 p. "Settlement Class Member": A member of the Settlement Class.

2 5. The Gross Settlement Amount is \$600,000.00. Through its Final Approval
3 Order, the Court has authorized the following distributions from the Gross Settlement Amount:

4 a. The Court finds and determines the Individual Settlement Payments to
5 Settlement Class Members and Aggrieved Employees provided by the Agreement are fair and
6 reasonable. The Court grants final approval to and orders Payments be made in accordance with
7 the Agreement.

8 b. The Court authorizes payment of administrative costs to CPT Group, Inc. from
9 the Gross Settlement Amount in the amount of \$15,000.00.

10 c. The Court authorizes payment of a Class Representative Service Award to
11 Plaintiff Angelyna Celio from the Gross Settlement Amount in the amount of \$7,500.00.

12 d. The Court authorizes payment of a Class Representative Service Award to
13 Plaintiff Matthew Lytle from the Gross Settlement Amount in the amount of \$7,500.00.

14 e. The Court authorizes payment of a Class Representative Service Award to
15 Plaintiff Robert Martin from the Gross Settlement Amount in the amount of \$7,500.00.

16 f. The Court authorizes payment of a Class Representative Service Award to
17 Plaintiff Donnell Fort from the Gross Settlement Amount in the amount of \$7,500.00.

18 g. The Court authorizes payment of Class Counsel attorneys' fees from the Gross
19 Settlement Amount in the amount of ^{189,000}~~200,000.00~~ [60% to Cohelan Khoury & Singer, and 40%
20 to Stonebrook Law].

21 h. The Court authorizes payment of litigation expenses from the Gross Settlement
22 Amount to Class Counsel in the amount of \$15,760.00.

23 i. The Court finds and determines the PAGA Payment in the amount of \$18,750.00
24 to be paid to the California Labor and Workforce Development Agency representing the 75%
25 share of the \$25,000 for civil penalties is fair, adequate and reasonable, and \$6,250.00
26 representing 25% share of the \$25,000.00 civil penalties to be paid to Aggrieved Employees are
27 fair and reasonable and orders that these amounts be paid.

28 j. Settlement Class Members and Aggrieved Employees shall have 180 calendar

1 days after mailing by the Settlement Administrator to cash their Individual Settlement Payment.
2 If any check is not cashed within that period, the check will be void and a stop-payment will be
3 issued, and the Settlement Administrator shall send all unclaimed funds to *cy pres* recipient,
4 California Rural Legal Assistance, Inc.

5
6 6. Nothing shall preclude any action to enforce obligations under the Agreement,
7 Final Approval Order, or this Judgment, including Defendant's payment obligations to
8 Settlement Class Members and Aggrieved Employees.

9 7. The Parties will bear their own costs and attorneys' fees except as provided by
10 this Court's Judgment awarding Class Counsels' attorneys' fees and litigation costs.

11 8. The Court enters final judgment in accordance with the terms of the Agreement
12 and the Final Approval Order.

13 9. The Parties will comply with Cal. Rules of Court Rule 3.771(b), by giving notice
14 to the Class Members with the posting of the Final Approval Order and this Judgment on the
15 Administrator's Website case information page.

16 10. Pursuant to Labor Code section 2699(1)(3), Plaintiffs shall submit a copy of this
17 Judgment to the California Labor and Workforce Development Agency within 10 days after
18 entry of the Judgment.

19 11. Pursuant to California Rules of Court, Rule 3.769(h), the Court retains
20 jurisdiction over the parties with respect to enforcement of this Judgment under California Code
21 of Civil Procedure Section 664.6.

22 IT IS SO ORDERED, ADJUDGED, AND DECREED.

23
24 Date: 5/18/24



Honorable ~~Rebekah~~ Evenson
Judge of the Superior Court

SUPERIOR COURT OF CALIFORNIA COUNTY OF ALAMEDA	Reserved for Clerk's File Stamp
COURTHOUSE ADDRESS: Rene C. Davidson Courthouse 1225 Fallon Street, Oakland, CA 94612	FILED Superior Court of California County of Alameda 05/13/2024
PLAINTIFF/PETITIONER: Angelyna Celio et al	Chad Finke, Executive Officer / Clerk of the Court By: <u><i>Nicole Hall</i></u> Deputy N. Hall
DEFENDANT/RESPONDENT: Air International US, INC.	
CERTIFICATE OF ELECTRONIC SERVICE CODE OF CIVIL PROCEDURE 1010.6	CASE NUMBER: RG21098764

I, the below named Executive Officer/Clerk of Court of the above-entitled court, do hereby certify that I am not a party to the cause herein, and that on this date I served one copy of the Judgment - Judgment on the Pleading - 05/08/2024 entered for Plaintiff Angelyna Celio; Plaintiff Matthew Lytle; Plaintiff Robert Martin; Plaintiff Donell Fort against Defendant Air International US, INC. AKA a Delaware Corporation. entered herein upon each party or counsel of record in the above entitled action, by electronically serving the document(s) from my place of business, in accordance with standard court practices.

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Dated: 05/13/2024

Chad Finke, Executive Officer / Clerk of the Court

By:

Nicole Hall

N. Hall, Deputy Clerk