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Attorneys for DARIO MEJIA-CANO
on behalf of himself and others similarly situated

**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES-SPRING STREET COURTHOUSE**

DARIO MEJIA-CANO, on behalf of himself
and others similarly situated,

Plaintiff,

vs.

AIRPORT TERMINAL MANAGEMENT,
INC.; and DOES 1 to 100, inclusive,

Defendants.

Case No. 21STCV19970
(Related PAGA Action: 21STCV39603)

CLASS ACTION

*[Assigned for all purposes to the Hon. Elihu
M. Berle, Dept 6]*

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

Hearing Information:
Date: February 18, 2025
Time: 10:00 a.m.
Dept: 6

FILED
Superior Court of California
County of Los Angeles
02/28/2025

David W. Styrba, Executive Officer / Clerk of Court
By: E. Martinez Deputy

**[REVISED PROPOSED] ORDER AND JUDGMENT GRANTING FINAL APPROVAL OF CLASS ACTION
SETTLEMENT**

~~**PROPOSED**~~ **ORDER AND JUDGMENT**

1
2 Plaintiff DARIO MEJIA-CANO’s (“Plaintiff”) Motion for Final Approval of Class Action
3 Settlement and Motion for Award of Attorneys’ Fees and Costs with Defendant AIRPORT
4 TERMINAL MANAGEMENT, INC. (“Defendant” or “ATM”) came before this Court on February
5 18, 2025, at 10:00 a.m. in Department 6 of the Los Angeles County Superior Court Spring Street
6 Courthouse located at 312 North Spring Street, Los Angeles, California 90012. Having received and
7 considered the Class Action and PAGA Settlement Agreement and Class Notice, attached as **Exhibit**
8 **1** to the Declaration of Malcolm Clayton in Support of Plaintiff’s Motion for Final Approval filed on
9 August 9, 2024 (the “Settlement” or “Settlement Agreement”), Plaintiff’s Motion for Final Approval
10 of Class Action Settlement, the supporting papers filed by the Parties, the report and declaration by
11 CPT Group, Inc., filed by Plaintiff on September 30, 2024, and the evidence and argument received
12 by the Court in conjunction with the Motion for Preliminary Approval of Class Action Settlement
13 and Documents thereto, the Court grants final approval of the Settlement that fully and completely
14 resolves both of Plaintiff’s related actions filed against Defendant [Case Nos. 21STCV19970 and
15 21STCV39603] and HEREBY ORDERS AND MAKES THE FOLLOWING DETERMINATION:

16 1. This Court has jurisdiction over the subject matter of the actions covered by the
17 Settlement Agreement and this Order and Judgment (Case Nos. 21STCV19970 and 21STCV39603)
18 (“Action(s)”), and over the Parties, including all members of the settlement class.

19 2. The Court finds that the Class (defined below) is properly certified as a class for
20 settlement purposes only:

21 Any person who worked for ATM and belongs to one or more of the following groups:

- 22 (i) **Minimum Wage Rounding Class:** all persons employed by Defendant as
23 hourly non-exempt wheelchair agents in California from March 30, 2019, to
24 June 14, 2019, whose time punches were rounded.
- 25 (ii) **Minimum Wage COVID-19 Temperature Screening Class:** all persons
26 employed by Defendant as hourly non-exempt wheelchair agents in California
27 from April 14, 2020, to June 2, 2021, who were subjected to COVID-19
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1 temperature screenings.

2 (iii) **Meal Break Rounding Class:** all persons employed by Defendant as hourly
3 non-exempt wheelchair agents in California from March 30, 2019, to June 14,
4 2019, whose meal break time punches were rounded.

5 (iv) **Wage Statement Class:** all persons employed by Defendant as hourly non-
6 exempt wheelchair agents in California from May 26, 2020, to June 2, 2021,
7 who, by virtue of their membership in the Minimum Wage COVID-19
8 Temperature Screening Class, did not receive complete and accurate wage
9 statements.

10 3. The “Class Period” means the applicable time period(s) identified in the class
11 definitions set forth in sections 1.5.1 through 1.5.4 in the Settlement Agreement.

12 4. The Court finds that for settlement purposes only, the Aggrieved Employees are
13 defined as:

14 a person employed by ATM in California and classified as a non-exempt wheelchair agent
15 who is a member of the “Minimum Wage COVID-19 Temperature Screening Class” defined
16 in 1.5.2 and/or the “Wage Statement Class” defined in 1.5.4, and who worked for ATM during
17 the PAGA Period.

18 5. The “PAGA Period” means the period from June 1, 2020 to the end of the relevant
19 certified class period.

20 6. For purposes of settlement only, The Court appoints Plaintiff DARIO MEJIA-CANO
21 as Class Representative.

22 7. For purposes of settlement only, the Court designates named Plaintiff DARIO MEJIA-
23 CANO as Class Representative and Joseph Lavi, Esq., Vincent C. Granberry, Esq., William Tran,
24 Esq., and Malcolm E. Clayton, Esq. of Lavi & Ebrahimian, LLP as Class Counsel.

25 8. The notice provided to the class members conforms with the requirements of
26 California Code of Civil Procedure section 382, California Civil Code section 1781, California Rules
27 of Court 3.766 and 3.769, the California and United States Constitutions, and any other applicable
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1 law, and constitutes the best notice practicable under the circumstances, by providing individual
2 notice to all class members who could be identified through reasonable effort, and by providing due
3 and adequate notice of the proceedings and of the matters set forth therein to the other class members.

4 The notice fully satisfied the requirements of due process.

5 9. The Court finds the settlement was entered into in good faith, that the settlement is
6 fair, reasonable and adequate, and that the settlement satisfies the standards and applicable
7 requirements for final approval of this class action settlement under California law, including the
8 provisions of California Code of Civil Procedure section 382 and California Rules of Court, Rule
9 3.769.

10 10. The Settlement Agreement is not an admission by Defendant or by any other released
11 party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendant
12 or any other released party. Neither this Order, the Settlement, nor any document referred to herein,
13 nor any action taken to carry out the Settlement, may be construed as, or may be used as, an admission
14 of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants or
15 any of the other released parties.

16 11. No Class Members have objected to the terms of the Settlement.

17 12. No Class Members have requested exclusion from the Settlement.

18 13. The triggering of the Escalator Clause as to PAGA Pay Periods will result in an
19 increase of \$44.99 to the Gross Settlement Amount, which shall be allocated entirely to PAGA
20 Penalties.

21 14. Within fifteen (15) calendar days after the Effective Date of the Settlement,
22 Defendants will fully-fund the non-reversionary Gross Settlement Amount of Six Hundred Seventy-
23 Five Thousand Forty-Four Dollars and Ninety-Nine Cents (\$675,044.99) and fully-fund the amounts
24 necessary to fully pay Defendants' employer-side payroll taxes, as calculated by the Administrator.

25 15. The Administrator will issue the following payments within fifteen (15) calendar days
26 after receipt of funding: (a) Individual Class Payments, all Individual PAGA Payments, the LWDA
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1 PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class
2 Counsel Litigation Expenses Payment, and the Class Representative Service Payment.

3 16. In addition to any recovery that the named Plaintiff may receive under the Settlement,
4 and in recognition of the named Plaintiff's efforts on behalf of the settlement class, including
5 providing verified discovery and having been deposed, the Court hereby approves the payment from
6 the Gross Settlement Amount of Service Payment to the named Plaintiff in the amount of Nine
7 Thousand Five Hundred Dollars and Zero Cents (\$9,500.00).

8 17. The Court approves the payment from the Gross Settlement Amount of attorneys' fees
9 to Class Counsel in the sum of Two Hundred Twenty Four Thousand Nine Hundred Seventy Seven
10 Dollars and Fifty Cents (\$224,977.50), and the reimbursement of litigation expenses in the sum of
11 not more than Thirty Three Thousand Dollars and Zero Cents (\$33,000.00). Both are reasonable
12 amounts. The reasonableness of the fee award is determined based on a reasonable percentage of a
13 common fund obtained for the class. The court also has considered the lodestar amount. Awarding
14 fees on a percentage basis encourages efficient litigation practices and reflects the actual benefit
15 obtained for the class.

16 18. The Court approves and orders payment from the Gross Settlement Amount in the
17 amount of Twelve Thousand Five Hundred Dollars and Zero Cents (\$12,500.00) to CPT Group, Inc.
18 for performance of settlement administration services.

19 19. The Court approves and orders payment from the Gross Settlement Amount in the
20 amount of Fifty Thousand Six Hundred Fifty-Eight Dollars and Seventy-Four Cents (\$50,658.74) to
21 the LWDA as the LWDA PAGA Payment, as adjusted pursuant to the Escalator Clause.

22 20. Participating Class Members will have one hundred eighty (180) calendar days from
23 the date of issuance of the check to cash or otherwise deposit their check. Those settlement checks
24 remaining uncashed for more than one hundred eighty (180) calendar days after issuance shall be
25 forwarded to the Controller of the State of California pursuant to the Unclaimed Property Law,
26 California Civil Code § 1500, et seq. The Settlement Administrator shall inform the Parties regarding
27 the status of any uncashed checks at the conclusion of the 180 calendar day check cashing period,
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1 including the amount at issue.

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

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6 a. Release by Participating Class Members Who Are Aggrieved Employees: All
7 Participating Class Members, on behalf of themselves and their respective former
8 and present representatives, agents, attorneys, heirs, administrators, successors and
9 assigns, release Released Parties from (i) all claims that were alleged, or
10 reasonably could have been alleged, based on the facts stated in the Operative
11 Complaint including, e.g., (a) any and all claims involving any alleged failure to
12 pay minimum wage; (b) any and all claims involving the alleged failure to provide
13 meal or rest periods, (c) any and all claims involving the alleged failure to pay
14 earned wages during or at the end of employment, and (d) any and all claims
15 involving alleged unfair business practices. Except as set forth in Sections 5.3 and
16 5.4 of this Agreement, Participating Class Members do not release any other
17 claims, including claims for vested benefits, wrongful termination, violation of the
18 Fair Employment and Housing Act, unemployment insurance, disability, social
19 security, workers' compensation or claims based on facts occurring outside the
20 time period of March 30, 2019, through June 2, 2021.

21 b. Release by Participating Class Members Who Are Not Aggrieved Employees: All
22 Participating Class Members, on behalf of themselves and their respective former
23 and present representatives, agents, attorneys, heirs, administrators, successors and
24 assigns, release Released Parties from (i) all claims that were alleged, or
25 reasonably could have been alleged, based on the facts stated in the Operative
26 Complaint including, e.g., (a) any and all claims involving any alleged failure to
27 pay minimum wage; (b) any and all claims involving the alleged failure to provide
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1 meal or rest periods, (c) any and all claims involving the alleged failure to pay
2 earned wages during or at the end of employment, and (d) any and all claims
3 involving alleged unfair business practices. Except as set forth in Sections 5.3 and
4 5.4 of this Agreement, Participating Class Members do not release any other
5 claims, including claims for vested benefits, wrongful termination, violation of the
6 Fair Employment and Housing Act, unemployment insurance, disability, social
7 security, workers' compensation or claims based on facts occurring outside the
8 time period of March 30, 2019, through June 2, 2021.

9 c. Release by Non-Participating Class Members Who Are Aggrieved Employees:

10 All Non-Participating Class Members who are Aggrieved Employees are deemed
11 to release, on behalf of themselves and their respective former and present
12 representatives, agents, attorneys, heirs, administrators, successors and assigns, the
13 Released Parties from all claims for PAGA penalties that were alleged, or
14 reasonably could have been alleged, based on the PAGA Period facts stated in the
15 Operative Complaint, and/or the PAGA Notice.

16 22. "Released Parties" means: ATM and each of its former and present directors, officers,
17 shareholders, owners, members, attorneys, insurers, predecessors, successors, assigns, subsidiaries,
18 and/or affiliates.

19 23. In accordance with Labor Code Section 2699, Class Counsel shall submit this
20 Judgment and Order Granting Final Approval to the Labor and Workforce Development Agency.

21 24. This Court shall retain jurisdiction with respect to all matters related to the
22 administration and consummation of the settlement, and any and all claims, asserted in, arising out
23 of, or related to the subject matter of the Actions, including but not limited to all matters related to
24 the settlement and the determination of all controversies relating thereto.

25 25. The parties are to meet and confer and file a joint status report, including a declaration
26 from the administrator regarding the distribution of settlement funds no later than October 6, 2025.

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26. A hearing on Order to Show Cause Re: Compliance is set for October 17, 2025 at 8:30 a.m. in Department 6 of the above-captioned Court.

IT IS SO ORDERED, ADJUDGED AND DECREED.

Dated: 02/28/2025



Elihu M. Berle

Hon. Elihu M. Berle
Judge of the Superior Court
Elihu M. Berle / Judge