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**FILED**  
San Diego Superior Court

MAY 24 2024

Clerk of the Superior Court  
By: C. Beutler, Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF SAN DIEGO

**IN RE: UNITED AIRLINES WAGE  
AND HOUR CASES**

CASE NO.: JCCP 5187

Included Actions:

~~[REVISED PROPOSED]~~ FINAL  
APPROVAL ORDER AND JUDGMENT

**BROWN v. UNITED AIRLINES, INC.**  
San Diego County Superior Court  
Case No. 37-2019-00008533-CU-OE-CTL  
(Lead Case) (filed on February 14, 2019)

Hearing Date: May 10, 2024  
Hearing Time: 1:30 p.m.

**ROBINSON vs. UNITED AIRLINES, INC.**  
Alameda County Superior Court  
Case No. RG19014578  
(filed on April 11, 2019)

Judge: Hon. Katherine Bacal  
Dept.: 69

**SANTOS vs. UNITED AIRLINES, INC.**  
San Francisco County Superior Court  
Case No. CGC-20-585926  
(filed on August 12, 2020)

Date Action Filed: February 19, 2019  
Trial Date: Not set

**SANTOS vs. UNITED AIRLINES, INC.**  
San Francisco County Superior Court  
Case No. CGC-20-587208  
(filed on October 19, 2020)

FINAL APPROVAL ORDER AND JUDGMENT

1 The motions of Plaintiffs Ella Brown, Roland Robinson, Samuel Umazor, and Carlos  
2 Santos ("Named Plaintiffs") for an order finally approving the Class Action and PAGA Settlement  
3 Agreement with Defendant United Airlines, Inc. ("Defendant") and for an award of attorneys' fees  
4 and costs, service payments, and the fees of the Administrator duly came on for hearing on April  
5 5, 2024 and May 10, 2024 before the Honorable Katherine Bacal.

6 I.

7 **FINDINGS**

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

10 1. This Order and Judgment hereby adopts and incorporates by reference the terms  
11 and conditions of the Stipulation of Class and Representative Action Settlement and Release (the  
12 "Settlement Agreement"), together with the definitions and terms used and contained therein.

13 2. This Court has jurisdiction over the subject matter of this litigation pending before  
14 the California Superior Court for the County of San Diego, and over all Parties to this litigation,  
15 including the Settling Class.

16 3. Based on a review of the papers submitted by Named Plaintiffs and a review of the  
17 applicable law, the Court finds that the Gross Settlement Amount of Twelve Million Dollars  
18 (\$12,000,000) and the terms set forth in the Settlement Agreement are fair, reasonable, and  
19 adequate.

20 4. The Court further finds that the Settlement was the result of arm's length  
21 negotiations conducted after Class Counsel had adequately investigated the claims and became  
22 familiar with the strengths and weaknesses of those claims. In particular, the amount of the  
23 Settlement, the significant risks relating to certification, liability, and damages issues, and the  
24 assistance of an experienced mediator in the settlement process, among other factors, support the  
25 Court's conclusion that the Settlement is fair, reasonable, and adequate.

26 **Preliminary Approval of the Settlement**

27 5. On August 4, 2024, the Court granted preliminary approval of the Settlement. At  
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1 this same time, the Court approved conditional certification of the Settling Class for settlement  
2 purposes only. On November 3, 2023, the Court issued an Order approving a Joint Stipulation to  
3 Modify Settlement and Final Approval Schedule.

4 **Notice to the Class**

5 6. In compliance with the Preliminary Approval Orders, the Class Notice was mailed  
6 by first class mail to members of the Class at their last known addresses on or about November 14,  
7 2023. Mailing of the Class Notice to their last known addresses, plus additional efforts to identify  
8 forwarding addresses for notices returned as undeliverable as detailed in the Declaration of  
9 Chantal Soto-Najera, constituted the best notice option under the circumstances and was  
10 reasonably calculated to communicate actual notice of the litigation and the proposed settlement to  
11 the Class. The Class Notice given to the Class Members fully and accurately informed the Class  
12 Members of all material elements of the proposed Settlement and of their opportunity to object to  
13 or comment thereon or to seek exclusion from the Settlement; constituted valid, due, and sufficient  
14 notice to all Class Members; and complied fully with the laws of the State of California, the  
15 United States Constitution, due process and other applicable law. The Class Notice fairly and  
16 adequately described the Settlement and provided Class Members adequate instructions and a  
17 variety of means to obtain additional information.

18 7. The deadline for opting out of the Class or submitting written objections to the  
19 Settlement was January 16, 2024. There was an adequate interval between mailing of the Class  
20 Notice and the response deadline to permit Settling Class Members to choose what to do and act  
21 on their decision. A full opportunity has been afforded to the Settling Class Members to  
22 participate in this hearing, and all Settling Class Members and other persons wishing to be heard  
23 have been heard. Settling Class Members also had a full and fair opportunity to exclude  
24 themselves from the proposed Settlement and Class. Accordingly, the Court determines that all  
25 Settling Class Members who did not timely and properly submit a request for exclusion are bound  
26 by the Settlement and this Final Approval Order and Judgment.

27 **Fairness Of Settlement**

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

3           a.     The settlement was reached through arm's-length bargaining between the  
4 parties during an all-day mediation before David Rotman, a respected and experienced mediator of  
5 wage and hour class actions. There has been no collusion between the parties in reaching the  
6 proposed settlement.

7           b.     Named Plaintiffs' investigation and discovery have been sufficient to allow  
8 the Court and counsel to act intelligently.

9           c.     Counsel for both parties are experienced in similar employment class action  
10 litigation. All counsel recommended approval of the Settlement Agreement.

11           d.     The percentage of objectors and requests for exclusion is small. No  
12 objections were received. Three (3) requests for exclusion were received.

13           e.     The participation rate was high. 8,766 Settling Class Members will be  
14 mailed a settlement payment, representing a 99.96% participation rate.

15           9.     The consideration to be given to the Settling Class Members under the terms of the  
16 Settlement Agreement is fair, reasonable and adequate considering the strengths and weaknesses  
17 of the claims asserted in this action and is fair, reasonable and adequate compensation for the  
18 release of Settling Class Members' claims, given the uncertainties and significant risks of the  
19 litigation and the delays which would ensue from continued prosecution of the action.

20           10.    The Court has considered all relevant factors for determining the fairness of the  
21 settlement and has concluded that all such factors weigh in favor of granting final approval. In  
22 particular, pursuant to the above, the Court finds that the settlement was reached following  
23 meaningful discovery and investigation conducted by Named Plaintiffs' counsel; that the  
24 settlement is the result of serious, informed, adversarial, and arm's-length negotiations between  
25 the Parties; and that the terms of the settlement are in all respects fair. Accordingly, the  
26 Settlement Agreement is approved as fair, adequate and reasonable and in the best interests of the  
27 Class Members.

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1           **Attorneys' Fees and Costs**

2           11.     An award of \$4,000,000 for attorneys' fees, representing one-third of the Gross  
3 Settlement Amount, and \$100,701.32 for litigation costs and expenses, is reasonable, in light of  
4 the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and the results  
5 achieved by Class Counsel. The requested award has been supported by Class Counsel's lodestar.

6           **Class Representative Service Awards**

7           12.     The Settlement Agreement provides for a Service Awards of not more than  
8 \$10,000 to each of the Named Plaintiffs, subject to the Court's approval. The Court finds that  
9 Service Awards in the amount of \$10,000 each to Roland Robinson, Samuel Umanzor, and Carlos  
10 Santos are reasonable in light of the risks and burdens undertaken by the Named Plaintiffs in the  
11 litigation and for their time and effort in bringing and prosecuting this matter on behalf of the  
12 Class. In light of the passing of Ella Brown, the Court declines to award Ella Brown a Service  
13 Award.

14           **Settlement Administration Expenses**

15           13.     The Settlement Administrator shall calculate and administer the payment to be  
16 made to the Settling Class Members in the manner set forth in the Settlement Agreement, transmit  
17 payment for attorneys' fees and costs to Class Counsel, transmit the Service Awards to the Named  
18 Plaintiffs, distribute the PAGA Allocation, issue any required tax reporting forms, calculate  
19 withholdings and perform the other remaining duties set forth in the Settlement Agreement. The  
20 Settlement Administrator has documented \$52,500 in fees and expenses, and this amount is  
21 reasonable in light of the work performed by the Settlement Administrator.

22           **PAGA Allocation**

23           14.     The Settlement Agreement provides for PAGA Allocation out of the GSV of  
24 \$250,000, which shall be allocated with 75% (\$187,500) allocated to the LWDA and 25%  
25 (\$62,500) allocated to the Aggrieved Employees, calculated by (a) dividing the amount of the  
26 Aggrieved Employees' twenty five percent (25%) share of PAGA Allocation (\$62,500) by the  
27 total number of pay periods worked by all Aggrieved Employees during the PAGA Period and (b)

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1 multiplying the result by each Aggrieved Employee's pay periods. "Aggrieved Employees" are all  
2 individuals who were employed by Defendant in California and classified as a non-exempt Fleet  
3 Service Employee or Passenger Service Employee at any time during the PAGA Period. The  
4 "PAGA Period" is the time period from February 15, 2018 through March 31, 2023. The Court  
5 finds the PAGA Allocation to be reasonable. All Aggrieved Employees will be sent their share of  
6 the PAGA Allocation and will be subject to the release of the Released PAGA Claims as set forth  
7 below, whether or not they opt out of the Settlement.

8 **II.**

9 **ORDERS**

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

11 15. The certification of the Settling Class for the purposes of settlement is confirmed.

12 The Settling Class is comprised of two subclasses:

13 California Subclass: All individuals who are or previously were employed by  
14 United in California and classified as a non-exempt ramp agent or customer service  
15 representative employees at any time during the period February 14, 2015, to  
16 March 31, 2023.

16 FCRA Subclass: All individuals who are or previously were employed by United in  
17 California and classified as a nonexempt Fleet Service Employees or Passenger  
18 Service Employees who, as a condition of employment, were required to submit to  
19 one or more background checks and/or consumer reports at any time during the  
20 period August 12, 2015, to March 31, 2023.

19 16. All persons who meet the foregoing definition are members of the Settling Class,  
20 except for those individuals who filed a valid request for exclusion ("opt out") from the Settling  
21 Class. The individuals who requested exclusion are Christopher D. Siemer, Lisa M. Nano, and  
22 Robert P. Bezzina. The parties have informed the Court, however, that Ms. Nano entered a  
23 Settlement and General Release Agreement with United to settle her individual claims and, as part  
24 of that agreement, Ms. Nano agreed to withdraw her opt-out and participate in the Settlement. Ms.  
25 Nano is therefore bound by the Settlement. Any opt-out who is also an Aggrieved Employee is  
26 still bound by the release of the Released PAGA Claims.

1           17.     The Settlement Agreement is hereby finally approved as fair, reasonable, adequate,  
2 and in the best interest of the Settling Class.

3           18.     Class Counsel are awarded attorneys' fees in the amount of \$4,000,000, to be  
4 allocated between Class Counsel as follows: Blumenthal Nordrehaug Bhowmik De Blouw LLP -  
5 27.5%; Kaplan Fox Kilsheimer LLP - 22.5%; The Nourmand Law Firm, APC - 32.5%; James  
6 Hawkins APLC - 10%; Zakay Law Group, APLC - 7.5%. Class Counsel are awarded costs in the  
7 amount of \$111,127.72, to be allocated \$10,480.40 to The Nourmand Law Firm, \$74,817.70 to  
8 Blumenthal Nordrehaug Bhowmik De Blouw LLP, \$21,595.97 to Kaplan Fox Kilsheimer, and  
9 \$4,233.65 to James Hawkins. Class Counsel shall not seek or obtain any other compensation or  
10 reimbursement from Defendant, Named Plaintiffs or members of the Class.

11           19.     The payment of the Class Representative Service Awards in the amount of \$10,000  
12 to Roland Robinson, Samuel Umanzor, and Carlos Santos each is approved.

13           20.     The payment of \$52,500 to the Administrator for their fees and expenses is  
14 approved.

15           21.     The PAGA Allocation in the amount of \$250,000 is approved and shall be  
16 allocated in accordance with the Settlement Agreement.

17           22.     The Settlement Agreement and this Settlement are not an admission by Defendant,  
18 nor is this Final Approval Order and Judgment a finding, of the validity of any claims in the  
19 Action or of any wrongdoing by Defendant or that this Action is appropriate for class treatment  
20 (other than for settlement purposes). Neither this Final Approval Order and Judgment, the  
21 Settlement Agreement, nor any document referred to herein, nor any action taken to carry out the  
22 Settlement Agreement is, may be construed as, or may be used as an admission by or against  
23 Defendant of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of  
24 the Settlement Agreement, and any negotiations or proceedings related thereto, shall not in any  
25 event be construed as, or deemed to be evidence of, an admission or concession with regard to the  
26 denials or defenses by Defendant. Notwithstanding these restrictions, Defendant may file in the  
27 Action or in any other proceeding this Final Approval Order and Judgment, the Settlement  
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1 Agreement, or any other papers and records on file in the Action as evidence of the Settlement to  
2 support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue  
3 preclusion or similar defense as to the Released Claims of the Settling Class and/or the Released  
4 PAGA Claims.

5 23. Notice of entry of this Final Approval Order and Judgment shall be given to all  
6 Parties by Class Counsel on behalf of Named Plaintiffs and all Class Members. The Final  
7 Approval Order and Judgment shall be posted on Class Counsel's website as set forth in the Class  
8 Notice to the Class. It shall not be necessary to send notice of entry of this Final Approval Order  
9 and Judgment to individual Class Members. Named Plaintiffs shall serve this Final Approval  
10 Order and Judgment on the LWDA.

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

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

20 25. Except as set forth in the Settlement Agreement and this Final Approval Order and  
21 Judgment, Named Plaintiffs, and all members of the Class, shall take nothing in the Action.

22 26. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain  
23 jurisdiction to construe, interpret, implement and enforce the Settlement Agreement, to hear and  
24 resolve any contested challenge to a claim for settlement benefits, and to supervise and adjudicate  
25 any dispute arising from or in connection with the distribution of settlement benefits.  
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1           27. The Parties are authorized to agree to and to adopt such amendments, modifications  
2 and expansions of the Settlement Agreement and all exhibits attached thereto which are consistent  
3 with this Final Approval Order and Judgment and as approved by the Court.

4           28. Each party shall bear its own attorneys' fees and costs, except as otherwise  
5 provided in the Settlement Agreement and in this Final Approval Order and Judgment.

6           29. Upon the Effective Date, all Settling Class Members (other than those who submit  
7 a Request for Exclusion) will release, discharge, and covenant not to sue United, including its  
8 predecessors, successors, affiliates, parents, subsidiaries, related companies, employees, agents,  
9 shareholders, officers, directors, attorneys, insurers, and any entity which could be jointly liable  
10 with United, or any of them (individually and collectively "the United Releasees") from and with  
11 respect to the following actions, causes of action, suits, liabilities, claims, and demands, whether  
12 known or unknown, which the Settling Class, or individual members thereof, has, or had against  
13 the United Releasees, or any of them:

14           (a) With regard to the California Subclass during the California Class Period, all wage  
15 and hour claims that were alleged, or reasonably could have been alleged, which occurred  
16 during the California Class Period, excluding any background check claims, including all  
17 claims for violation of: Labor Code §§ 201-203, 226, 226.7, 227.3, 245-249, 510, 512,  
18 1194, 1197, and 1197.1; Wage Order 9-2001; 29 U.S.C. §§ 201 et seq., and expressly  
19 excluding all other claims, including claims for vested benefits, wrongful termination,  
20 violation of the Fair Employment and Housing Act, unemployment insurance, disability,  
21 social security, workers' compensation, and California wage and hour class claims outside  
22 of the California Class Period;

23           (b) With regard to the FCRA Subclass during the FCRA Class Period, , all background  
24 check and/or consumer report claims that were alleged, or reasonably could have been  
25 alleged, which occurred during the FCRA Class Period, excluding any wage and hour  
26 claims, including all claims for violation of: the Fair Credit Reporting Act, 15 U.S.C. §§  
27 1681, *et seq.*; the California Consumer Credit Reporting Agencies Act, California Civil  
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1 Code §§ 1785.1 *et seq.*; Labor Code § 1024.5, and the California Investigative Consumer  
2 Reporting Agencies Act, California Civil Code §§ 1786 *et seq.*, and expressly excluding all  
3 other claims, including claims for vested benefits, wrongful termination, violation of the  
4 Fair Employment and Housing Act, unemployment insurance, disability, social security,  
5 workers' compensation, and background check claims outside of the FCRA Class Period

6 (c) The claims set forth in paragraphs (a) and (b) above, along with claims under  
7 California Labor Code §§ 2698 *et seq.* and California Business & Professions Code §  
8 17200 *et seq.* predicated thereon, are referred to collectively herein as the "Released  
9 Claims."

10 The Released Claims include specifically, by way of further description, but not by way of  
11 limitation, any and all claims arising out of or reasonably related to any and all attorneys' fees,  
12 attorneys' costs/expenses, fines, penalties, wages, interest, restitution, liquidated damages,  
13 punitive damages, declaratory relief, and/or injunctive relief allegedly due and owing by virtue of  
14 the claims set out in Paragraphs 55(a) through 55(c), *supra* (including but not limited to any such  
15 claims based on the California Labor Code, Business and Professions Code, Civil Code, Order of  
16 the Industrial Welfare Commission, and/or Code of Civil Procedure)

17 30. The Settling Class Members acknowledge and/or are deemed to acknowledge the  
18 existence of the Released Claims set out above, and the release set out above shall be binding and  
19 effective as to the Released Claims even if Settling Class Members allege that (i) they were not  
20 aware of the existence of said claims and/or (ii) they would have acted differently had they been  
21 aware of the existence of the Released Claims. All Settling Class Members (including, without  
22 limitation, Named Plaintiffs) intend and/or are deemed to intend that the Settlement should be  
23 effective as a bar to any and all of the claims released above. In furtherance of this intention, all  
24 Settling Class Members expressly waive any and all rights or benefits conferred on them by the  
25 provisions of Section 1542 of the California Civil Code with regard to the Released Claims only,  
26 which provides as follows:

27 "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE  
28 CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR  
AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR  
FINAL APPROVAL ORDER AND JUDGMENT

1 HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH  
2 THE DEBTOR.”

3 The Settling Class Members desire and intend, or are deemed to desire and intend, that the  
4 Settlement shall be given full force and effect according to each and all of its express terms and  
5 provisions. The waiver of Section 1542, above, is not intended to expand the nature of the claims  
6 released by the Settling Class beyond the Released Claims set out previously, but rather is  
7 intended to ensure that the release as set out is fully enforceable and is not impeded by Section  
8 1542.

9 31. Upon the Effective Date, the State of California and all Aggrieved Employees  
10 (including any Aggrieved Employee who opted out from the class settlement) shall release  
11 Defendant and the United Releasees of all claims under PAGA that were alleged, or reasonably  
12 could have been alleged, which occurred during the PAGA Period, and expressly excluding all  
13 other claims, including claims for vested benefits, wrongful termination, violation of the Fair  
14 Employment and Housing Act, unemployment insurance, disability, social security, workers'  
15 compensation, and, PAGA claims outside of the PAGA Period.

16 32. Upon the Effective Date, the Named Plaintiffs hereby releases, discharges, and  
17 covenants not to sue the United Releasees with respect to and from any and all claims, charges of  
18 discrimination, demands, liens, agreements, contracts, covenants, actions, suits, causes of action,  
19 disputed wages, obligations, debts, expenses, attorneys' fees, damages, penalties, interest,  
20 judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether  
21 now known or unknown, suspected or unsuspected, and whether or not concealed or hidden,  
22 which they now own or hold or they have at any time heretofore owned or held, arising out of or  
23 in any way connected with their employment, separation of employment, or any other relationship  
24 with, the United Releasees, or any other transactions, occurrences, acts or omissions or any loss,  
25 damage or injury whatever, known or unknown, suspected or unsuspected, resulting from any act  
26 or omission by or on the part of said United Releasees, or any of them, committed or omitted prior  
27 to the date of the Court's order granting final approval; provided, however, that claims for  
28 additional short term disability benefits, and under the Age Discrimination in Employment Act, as

FINAL APPROVAL ORDER AND JUDGMENT

1 modified by the Older Workers Benefits Protection Act, are excluded, as set forth fully in the  
2 Settlement Agreement.

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

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5 Dated: 5/24/29

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8 HON. KATHERINE BACAL  
9 JUDGE, SUPERIOR COURT OF CALIFORNIA

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