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SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

LONNIE WRIGHT, on behalf of himself and all others similarly situated, Plaintiffs, v. TACA INTERNATIONAL AIRLINES, S.A., a Salvadorian corporation; CONCESIONARIA VUELA COMPANIA DE AVIACION S.A.P.I. DE C.V., dba VOLARIS, a Mexican corporation; LAN AIRLINES, a business entity form unknown; LAN CARGO, a business entity form unknown; and DOES 1 through 100, inclusive, Defendants.	CASE NO. BC554752 [Assigned for all purposes to the Hon. Kenneth R. Freeman – Dept. 14] [redacted]**ORDER AND JUDGMENT**

This matter came before the Court on January 10, 2019 for a hearing on the Motion for Final Approval of Class Action Settlement. Due and adequate notice having been given to Class Members as required by the Court's September 13, 2018 Preliminary Approval Order, and having received and reviewed a second amendment to the settlement agreement addressing a point of concern raised by the Court to slightly limit the scope of the release given by Participating Class Members, and the Court having considered all papers filed and proceedings herein, and having received no objections to the settlement, and determining that the settlement is fair, adequate and reasonable, and otherwise being fully informed and good cause appearing therefore, it is hereby **ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:**

1. This Order hereby adopts and incorporates by reference the terms and conditions of the settlement between the parties as amended (the settlement as amended is referred to herein as the "Class Action Settlement"), including the definitions and terms used and contained therein.

2. The Court finds that it has jurisdiction over the subject matter of the action and over all parties to the action, including all Participating Class Members.

3. The Class Notice fully and accurately informed Participating Class Members of all material elements of the proposed Class Action Settlement and of their opportunity to participate, opt out or object; was the best notice practicable under the circumstances; was valid, due, and sufficient notice to all Participating Class Members; and complied fully with the laws of the State of California and due process. The Class Notice fairly and adequately described the Class Action Settlement and provided Participating Class Members with adequate instructions and a variety of means to obtain additional information.

4. Participating Class Members were given a full opportunity to participate in the Final Approval hearing, and all Participating Class Members and other persons wishing to be heard have been heard. Accordingly, the Court determines that all Participating Class Members are bound by this Order.

5. The settlement class definition reads as follows:

> "Settlement Class" means Lonnie Wright, Arlette Hawkins, and any and all individuals employed by Sereca Security Corp., Sereca, C.A., and/or Serenos Responsible Sereca C.A. to provide security guard services at the LAX airport from June 28, 2006 to the Preliminary Approval Date, and specifically including all persons (at least 253 persons) identified by Sereca Security Corp., Sereca, C.A., and/or Serenos Responsible Sereca C.A. in the *Hawkins* Action as

having worked as a security guard at any time after June 28, 2006, and all persons who are or were class members in the *Hawkins* Action (in which a class was certified by order dated January 20, 2012, and an order regarding mailing of notice to the class was issued on February 2, 2012).

6. The claims released by Participating Settlement Class Members is as follows:

"Released Claims" means any and all claims, demands, rights, liabilities, and/or causes of action of any nature and description whatsoever, known or unknown, in law or in equity, whether concealed or not concealed or hidden, from June 28, 2006 through the Preliminary Approval Date arising from, related to, or based on the claims that were asserted by Named Plaintiff Wright and Releasors in any pleading in the *Wright* Action or by Named Plaintiff Arlette Hawkins in the *Hawkins* Action, including violations of any state or federal statutes (including but not limited to claims arising under the Fair Labor Standards Act), rules, or regulations, based upon, arising out of, or related to any claims or allegations raised in the *Wright* Action or the *Hawkins* Action, including those claims or allegations that Sereca Security Corp., Sereca, C.A., Serenos Responsible Sereca C.A., SMI Security Management, Inc., JMG Insystems, Inc., or Master Lighting Security Solutions or any Airline: (1) violated California Labor Code § 2802; (2) failed to pay wages to terminated or resigned employees in a timely manner or failed to pay any wages required; (3) failed to provide or maintain accurate and compliant wage statements; (4) failed to pay all or any wages that were due; (5) failed to pay overtime wages that were due; (6) violated California Business & Professions Code §§ 17200, *et seq.*; (7) violated or incurred any liability under California Labor Code § 2810; or (8) relate to any of the facts or allegations, transactions, events, occurrences, acts, disclosures, statements, omissions, or failures to act relating to or arising out of, in any way, the claims made and facts alleged in the *Wright* Action or *Hawkins* Action.

7. The Court has considered all relevant factors for determining the fairness of the Class Action Settlement and has concluded that all such factors weigh in favor of granting final approval. In particular, the Court finds that the settlement was reached following meaningful discovery and investigation conducted by Plaintiffs' counsel; that the settlement is the result of serious, informed, adversarial, and arm's-length negotiations between the Parties; and that the terms of the Class Action Settlement are in all respects fair, adequate, and reasonable.

8. In so finding, the Court has considered all evidence presented, including evidence regarding the strength of Plaintiffs' case; the risk, expense, and complexity of the claims presented; the likely duration of further litigation; the amount offered in the Class Action Settlement; the extent of investigation and discovery completed; and the experience and views of counsel. The Parties have provided the Court with sufficient information about the nature and magnitude of the claims being settled, as well as the impediments to recovery, to make an independent assessment of the reasonableness of the terms to which the Parties have agreed.

9. Plaintiff Lonnie Wright and plaintiff Arlette Hawkins are suitable representatives and are hereby appointed the representatives for the Settlement Class. The Court finds that Plaintiffs' investment and commitment to the litigation and its outcome ensured adequate and zealous advocacy for the Settlement Class, and that their interests are aligned with those of the Settlement Class. The Court awards $1,000 as an incentive award to each.

10. The Court finds that Michael Nourmand and James De Sario of The Nourmand Law Firm, APC have the requisite qualifications, experience, and skill to protect and advance the interests of the Settlement Class. The Court therefore finds that Michael Nourmand and James De Sario satisfy the professional and ethical obligations attendant to the position of Class Counsel, and hereby appoints Michael Nourmand and James De Sario of The Nourmand Law Firm, APC, as counsel for the Settlement Class.

11. Accordingly, the Court hereby approves the settlement as set forth in the Class Action Settlement and expressly finds that the Class Action Settlement is, in all respects, fair, reasonable, adequate, and in the best interests of the Participating Class Members and hereby directs implementation of all remaining terms, conditions, and provisions of the Class Action Settlement. The Court also finds that Class Action Settlement now will avoid additional and potentially substantial litigation costs, as well as delay and risks if the Parties were to continue to litigate the case. Additionally, after considering the monetary recovery provided by the Class Action Settlement in light of the challenges posed by continued litigation, the Court concludes that the Class Action Settlement provides Class Members with fair and adequate relief.

12. The Class Action Settlement is not an admission by Defendants or by any other released party, nor is this Order a finding of the validity of any allegations or of any wrongdoing by Defendants or any other released party. Neither this Order, the Class Action Settlement, nor any document referred to herein, nor any action taken to carry out the Class Action Settlement, may be construed as, or may be used as, an admission or

finding of any fault, wrongdoing, omission, concession, or liability whatsoever by or against Defendants or any of the other released parties.

13. The Court awards a total of $33,333 in attorneys' fees and $10,000 in costs and expenses to Plaintiffs' counsel, Michael Nourmand of The Nourmand Law Firm, APC.

14. The Court approves claims administration costs and expenses in the amount of $9,191 to Simpluris.

15. All Participating Class Members were given a full and fair opportunity to participate in the Approval Hearing, and all Participating Class Members wishing to be heard have been heard. Participating Class Members also have had a full and fair opportunity to exclude themselves from the proposed Class Action Settlement and the class. Accordingly, the terms of the Settlement Agreement and of the Court's Order and Judgment shall be forever binding on all Participating Class Members who did not timely and properly opt out of the settlement. No Class Member has excluded himself/herself from the benefits and burdens of the Class Action Settlement, and all Class Members are Participating Class Members, and have released and forever discharged the Defendants for any and all Released Claims, and their claims in this action are therefore denied with prejudice.

16. Defendants shall pay Participating Class Members pursuant to the procedure described in the Class Action Settlement. Defendants shall have no further liability for costs, expenses, interest, attorneys' fees, or for any other charge, expense, or liability, except as provided in the Class Action Settlement.

17. The Court vacates the Order Granting Class Certification in the *Hawkins* Action and dismisses the *Hawkins* Action with prejudice.

18. Pursuant to California Rules of Court, Rule 3.771(b), the claims administrator is ordered to post on the claims administrator's website a copy of this Judgment for a period of thirty days from the date the Court signs the Judgment.

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Without affecting the finality of the Judgment, the Court shall retain exclusive and continuing jurisdiction over the above-captioned action and the parties, including all Class Members, for purposes of enforcing the terms of the Judgment entered herein.

IT IS SO ORDERED.

Dated: January 30, 2019

KENNETH R. FREEMAN

THE HONORABLE KENNETH R. FREEMAN