

1 Alexander M. Medina (Cal. Bar No. 222015)
Brandon R. McKelvey (Cal. Bar No. 217002)
2 Timothy B. Nelson (Cal. Bar No. 235279)
MEDINA MCKELVEY LLP
3 983 Reserve Drive
Roseville, California 95678
4 Telephone: (916) 960-2211
Facsimile: (916) 742-5488
5 Email: alex@medinamckelvey.com
brandon@medinamckelvey.com
6 tim@medinamckelvey.com

7 Alfredo A. Bismonte (Cal. Bar No. 136154)
8 Ronald C. Finley (Cal. Bar No. 200549)
Joseph A. Greco (Cal. Bar. No. 104476)
9 BECK, BISMONTE & FINLEY, LLP
150 Almaden Boulevard, 10th Floor
10 San Jose, California 95113
Telephone: (408) 938-7900
11 Facsimile: (408) 938-0790
Email: abismonte@beckllp.com
12 rfinley@beckllp.com
jgreco@beckllp.com

13 Attorneys for Plaintiffs
14 MARGARET TUMAMPOS,
JONATHAN LAM, and CONNIE LAI on
15 their behalf and others similarly situated

16 IN THE UNITED STATES DISTRICT COURT FOR THE
17 NORTHERN DISTRICT OF CALIFORNIA

18 MARGARET TUMAMPOS, JONATHAN
19 LAM, AND CONNIE LAI ON THEIR
BEHALF AND OTHERS SIMILARLY
20 SITUATED,

21 Plaintiffs,

22 v.

23 CATHAY PACIFIC AIRWAYS LTD.,

24 Defendant.

CASE NO. 4:16-CV-06208-CW

*Assigned for All Purposes:
Honorable Claudia A. Wilken*

**[PROPOSED] ORDER GRANTING
FINAL APPROVAL OF CLASS ACTION
SETTLEMENT; APPROVING AWARD
OF ATTORNEYS' FEES, COSTS AND
SERVICE AWARDS; AND JUDGMENT
OF DISMISSAL**

Date: September 18, 2018
Courtroom: (TBD)
Time: 2:30 pm

Action Filed: October 26, 2016
Amended Complaint Filed: January 27, 2017
Trial: Not Yet Set



1 This matter came for hearing before this Court on September 18, 2018 on Plaintiffs'
2 Motion for Final Approval of the proposed settlement of this action pursuant to the terms set forth
3 in the Settlement Agreement and Release filed December 5, 2017 (Dkt. No. 65-2) and the
4 Addendum thereto filed January 26, 2018 (Dkt. No. 68-1) (jointly, the "Settlement Agreement").
5 Due and adequate notice having been given to the Settlement Class Members and the Court
6 having considered the Settlement Agreement, all papers filed herein, and all oral and written
7 comments, and having reviewed the record in this action, *Tumamos et al. v. Cathay Pacific*
8 *Airways LTD.*, Case No. 4:16-CV-06208-CW, ("the Action"), and good cause appearing, finds
9 that:

10 WHEREAS, this class action was commenced in the United States District Court,
11 Northern District of California on October 26, 2016; and

12 WHEREAS, the Court has reviewed the Settlement Agreement entered into between the
13 Class Representatives, on the one hand, and Defendant Cathay Pacific Airways Ltd. ("Cathay"),
14 on the other hand, and has considered the terms of the proposed settlement set forth therein;

15 WHEREAS, on May 2, 2018, the Court entered its Order preliminarily approving the
16 Settlement of this class action, approving the form and method of notice, and setting a date and
17 time for a fairness hearing to consider whether the Settlement should be finally approved by the
18 Court pursuant to Rule 23(e) of the Federal Rules of Civil Procedure as fair, adequate and
19 reasonable (the "Preliminary Approval Order");

20 WHEREAS, the Preliminary Approval Order provisionally certified a class of all current
21 and former California-based Cabin Crew who were employed by Cathay at any time between
22 October 26, 2012 and September 9, 2016;

23 WHEREAS, the Preliminary Approval Order further directed that all Class Members be
24 given notice of the Settlement and of the date for the final fairness hearing;

25 WHEREAS, the Preliminary Approval Order appointed Medina McKelvey LLP and
26 Beck, Bismonte & Finley LLP as Class Counsel and Plaintiffs Margaret Tumamos, Connie Lai,
27 and Jonathan Lam as Class Representatives;

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1 WHEREAS, during the nearly two years this Action has been pending, the parties have
2 engaged in extensive directed discovery, motion practice, and litigation in this Court; and

3 WHEREAS, the Parties engaged in private mediation before the Honorable Lynn Duryee
4 (Ret.), which process resulted in the Settlement Agreement; and

5 WHEREAS, a resolution to this Action was reached following a mediator's proposal at
6 the mediation by Judge Duryee; and

7 WHEREAS, Plaintiffs believe that this case is meritorious and that class certification was
8 and continues to be appropriate; and

9 WHEREAS, Defendant denies any liability and wrongdoing of any kind associated with
10 the claims alleged in this Action, and continues to deny that this Action is appropriate for class
11 treatment for any purpose other than this Settlement; and

12 WHEREAS, Class Counsel has conducted a thorough investigation into the facts of this
13 Action, is knowledgeable about and has done extensive research with respect to the applicable
14 law and the defenses asserted by Defendant to the claims of the Class and has diligently litigated
15 the Class Members' claims against Defendant, and therefore Class Counsel has an appropriate
16 basis to evaluate the value of this Settlement; and

17 WHEREAS, based on the foregoing data, Class Counsel is of the opinion that the
18 Settlement with Defendant for the consideration and on the terms set forth in this Settlement
19 Agreement and Release is fair, reasonable, and adequate and is in the best interest of the Class
20 Members in light of all known facts and circumstances, including the uncertainty associated with
21 litigation, the defenses asserted by Defendant, the governing law and numerous potential
22 appellate issues; and

23 WHEREAS, the Parties desire to compromise and fully settle their claims with finality
24 pursuant to the terms of the Settlement Agreement ; and

25 WHEREAS, the Court has reviewed the declaration of Nathalie Hernandez, from ILYM
26 Group attesting to the mailing of the Notice in substantial accordance with the Preliminary
27 Approval Order;

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1 WHEREAS, no objections to the Settlement were filed by any Class Members;

2 WHEREAS, no Class Members requested to be excluded from the Settlement;

3 WHEREAS, the Court conducted a final fairness hearing on the proposed Settlement on
4 September 18, 2018 and, having considered the arguments presented, all papers filed and all
5 proceedings therein, the Court grants Final Approval of the Settlement.

6 IT IS HEREBY ORDERED, ADJUDGED AND DECREED AS FOLLOWS:

7 1. To the extent defined in the Settlement Agreement, the terms in this Order shall
8 have the meanings set forth therein.

9 2. The Court has jurisdiction over the subject matter of this Action, over the
10 Plaintiffs, over all members of the Class, and over the Defendant.

11 3. The Court hereby grants the Motion for Final Approval of the Settlement and
12 approves the Settlement Agreement as fair, reasonable, in the best interest of the Settlement Class
13 Members, and adequate in all respects pursuant to Rule 23 of the Federal Rules of Civil
14 Procedure, and the Court orders the Parties to consummate the Settlement in accordance with the
15 terms of the Settlement Agreement.

16 4. As previously found in the Court's Preliminary Approval Order, the Class, for
17 Settlement purposes only, satisfies the requirements for a Rule 23 settlement class, and is defined
18 as follows:

19 All current and former California-based Cabin Crew who were employed by
20 Cathay at any time between October 26, 2013 and September 9, 2016.
21 "California-based" means Cathay employees who reside in the United States and
22 regularly work on Cathay flights that fly out of Cathay's bases in San Francisco or
Los Angeles, California or land at Cathay's bases in San Francisco or Los
Angeles, California. "Cabin Crew" means flight attendants.

23 5. In full compliance with Rule 23 of the Federal Rules of Civil Procedure and the
24 requirements of due process, on May 18, 2018, the Settlement Administrator mailed a Notice
25 Packet by first-class mail to all 445 members of the Class at their last known address as reflected
26 in Defendant's business records.

27 6. The Court has determined that all members of the Class have been given proper
28 and adequate notice of the Settlement. The Court finds that the Notice Packet given to the Class

1 fully and the notice methodology implemented pursuant to the Settlement Agreement and the
2 Court's Preliminary Approval Order:

- 3 a) constituted the best practicable notice under the circumstances;
- 4 b) constituted notice that was reasonably calculated under the circumstances
5 to accurately inform all members of the Class of the pendency of this
6 litigation and all material terms of the proposed Settlement, including the
7 plan for distribution of the Gross Settlement Payment, the application for a
8 Fee Award, the application for an Expense Award, the application for the
9 Class Representative Service Awards, the procedure to exclude themselves
10 from the Settlement or to file an objection to the Settlement, the scope of
11 the Class Released Claims and their right to appear at the Final Fairness
12 Hearing; and
- 13 c) constituted valid, due and sufficient notice to all Class Members, and
14 complied fully with Rule 23 of the Federal Rules of Civil Procedure, the
15 U.S. Constitution, and any other applicable laws.

16 7. In compliance with the requirements of 28 U.S.C. § 1715(b), Cathay provided
17 notice of the Settlement to the Attorney General of the United States of America and to the
18 appropriate state officials (as that term is defined in 28 U.S.C. § 1715(a)(2)). As further required
19 under 28 U.S.C. § 1715(d), more than 90 days have elapsed since the service of such notices.
20 Neither the Attorney General of the United States nor any appropriate state official has served
21 written objection to the Settlement or appeared at the hearing to object to the Settlement.

22 8. In compliance with the requirements of California Labor Code § 2699(1)(2),
23 Plaintiffs' counsel provided notice to the Labor and Workforce Development Agency ("LWDA")
24 of the proposed Settlement. Plaintiffs' counsel received no objections from the LWDA regarding
25 the proposed Settlement.

26 9. The plan for distribution of the Gross Settlement Payment to Settlement Class
27 Members set forth in the Settlement Agreement is approved as being fair, reasonable, and
28 adequate pursuant to Rule 23 of the Federal Rules of Civil Procedure.

1 10. The Court awards Class Counsel attorneys' fees in the total amount of
2 \$570,000.00, and litigation costs and expenses in the total amount of \$9,699.02, which shall be
3 paid from, and not in addition to, the Gross Settlement Payment.

4 11. The Court approves a Service Award of \$10,000.00 to each of the Class
5 Representatives, Margaret Tumamos, Connie Lai, and Jonathan Lam, which shall be paid from,
6 and not in addition to, the Gross Settlement Payment.

7 12. The Court approves the payment of reasonable Administrative Costs to the
8 Settlement Administrator ILYM Group Inc. in an amount of \$12,500. The Administrative Costs
9 shall be paid from, and not in addition to, the Gross Settlement Payment.

10 13. The Court hereby dismisses this Action with prejudice and without prevailing
11 party costs.

12 14. Upon entry of this Final Approval Order and Judgment of Dismissal, and by
13 operation of this Final Approval Order and Judgment of Dismissal and payments made as
14 approved by the Court, each Settlement Class Member's Released Claims against Defendant and
15 all of the Released Parties as defined in the Settlement Agreement, are fully, finally and forever
16 released, relinquished and discharged pursuant to the terms of the Settlement Agreement.

17 15. Due and adequate notice of the proceedings having been provided to the
18 Settlement Class Members, and have offered a full opportunity to participate in this hearing, it is
19 hereby determined that the Settlement Class Members are bound by this Final Approval Order
20 and Judgment of Dismissal entered herein, including without limitation, the Released Claims.

21 16. The Final Approval Order and Judgment of Dismissal and the Settlement
22 Agreement, and all papers related thereto, are not, and shall not be construed to be, an admission
23 by Defendant of any liability, claim or wrongdoing whatsoever, and shall not be offered as
24 evidence of any such liability, claim or wrongdoing in this Action or in any other proceeding.

25 17. Without further order of the Court, the parties may jointly agree to reasonable
26 extensions of time to carry out any provisions of the Settlement Agreement.

27 18. In the event that the Settlement does not become effective in accordance with the
28 terms of the Settlement Agreement, then this Final Approval Order and Judgment of Dismissal

1 shall be rendered null and void to the extent provided by and in accordance with the Settlement
2 Agreement and shall be vacated, and in such event all orders entered and releases delivered in
3 connection herewith shall be null and void to the extent provided by and in accordance with the
4 Settlement Agreement.

5 19. The Court finds that there is no just reason for delay of entry of this Final
6 Approval Order and Judgment of Dismissal and hereby directs its entry.

7 20. Without affecting the finality of this Order, the Court shall retain exclusive and
8 continuing jurisdiction over the Action, the Class Representatives, the Class and Defendant for
9 purposes of supervising the consummation, administration, implementation, enforcement and
10 interpretation of the Settlement Agreement and all other matters covered in this Order.

11 IT IS SO ORDERED, ADJUDGED AND DECREED.

12 DATED: _____

13 _____
14 THE HONORABLE CLAUDIA WILKEN

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