

FILED  
ALAMEDA COUNTY

MAR 16 2020

CLERK OF THE SUPERIOR COURT  
By Danielle Salas Deputy

Noted: FEB 18 2020  
Executive Officer/Clerk  
D. Salas Deputy

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*Attorneys for Plaintiff Tamara Casteel*

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ALAMEDA  
UNLIMITED JURISDICTION**

TAMARA CASTEEL, individually and on  
behalf of aggrieved employees and the State  
of California,

Plaintiff,

v.

ALASKA AIRLINES, INC., an Alaska  
corporation,

Defendant.

Case No.: RG20052826

Assigned for All Purposes to:  
The Honorable Julia Spain, Department 520

**[PROPOSED] ORDER AND JUDGMENT  
APPROVING PAGA SETTLEMENT**

Date: March 11, 2020  
Time: 2:00 p.m.  
Dept: 520

RESERVATION NO.: R-2159956

1 Plaintiff filed a Motion for Approval of PAGA Settlement, which came on for hearing on  
2 March 11, 2020 at 2:00 p.m., in Department 520 of the above-entitled Court, the Honorable Julia  
3 Spain presiding. The Court has reviewed the materials and information submitted by the Parties  
4 and finds and hereby ORDERS as follows:

5 1. For purposes of the Settlement and this Order, "Action" means the representative  
6 action entitled *Casteel v. Alaska Airlines, Inc.*, Case No. RG20052826 filed by Plaintiff Tamara  
7 Casteel against Defendant Alaska Airlines, Inc. on January 31, 2020 in the Superior Court of the  
8 State of California, County of Alameda.

9 2. Consistent with the definitions provided in the Settlement, the term "Aggrieved  
10 Employees" means all persons who worked for Defendant from September 21, 2017 to July 18,  
11 2019 and who were based in the State of California.

12 3. For purposes of the Settlement in this Order, "Settlement" refers to the settlement  
13 entered into between Plaintiff and Defendant on or about February 7, 2020.

14 4. All other capitalized terms not defined herein shall have the same meaning as in  
15 the Parties' Settlement Agreement, which is attached as Exhibit 1 to the Declaration of Xinying  
16 Valerian filed on February 18, 2020.

17 5. Upon the Effective Date:

18 a. Plaintiff, all Aggrieved Employees, and the State of California and all applicable  
19 departments, agencies, and commissions shall release Defendant from any and all  
20 civil penalties which could be assessed upon and collected from Defendant under  
21 PAGA for known and unknown violations of California Labor Code sections  
22 98.6(a), 98.6(b), 232.5(a), 232.5(b), 232.5(c), based upon the facts alleged in the  
23 LWDA Notice and arising during the Covered Time Periods.

24 b. Plaintiff will individually release Defendant from all claims of unfair competition  
25 and unfair business practices under California Business & Professions Code §  
26 17200 et seq. based on the facts alleged in the LWDA Notice.

6. Collectively, as described herein, the claims to be released are the “Released Claims.” This Settlement does not seek to release any remedies available to PAGA Group Members with respect to violations of the Labor Code other than those remedies which could be recovered under PAGA in this lawsuit. Notwithstanding the foregoing, the Released Claims do not include any claims that are at issue in the cases of *Bernstein v. Virgin America, Inc., et al.*, U.S. District Court, N.D. Cal., Case No. 15-02277 JST, and *Gunther v. Alaska Airlines, Inc.*, San Diego County Superior Court, Case No. 37-2017-00037849-CU-OE-NC.

7. All Aggrieved Employees and all Released Claims are covered by and included within the Settlement and this Final Order.

**8. The material terms of the Settlement include:**

- a. Defendant has agreed to changes in business practices as identified in the Settlement Agreement;
- b. The Total Settlement Amount is \$3,000,000.00;
- c. No portion of the Settlement Amount will revert to Defendant;
- d. \$22,000 of the Settlement Amount will be set aside for expected costs associated with settlement administration, to be paid to Strategic Claims Solutions, Inc., the Settlement Administrator;
- e. Plaintiff's Counsel will be awarded one-third of the Settlement Amount, or \$1,000,000, in attorneys' fees, as well as their reasonable costs incurred which total \$8,426.08;
- f. The remaining amount is the Net Settlement Amount. This amount, \$1,969,573.92, will be allocated as follows:
  - i. \$500 shall be remitted to each of the following PAGA Group Members in satisfaction of their claims that Defendant violated Labor Code § 232.5(c): Jessica Moore, Jennifer Aguilera, Peter Brzozowski, Moira Gibson, Megan Getske, Melanie Boyajian, Erik Kruse, and Tamara Casteel, for a total of \$4,000;



1           **IT IS HEREBY ORDERED, ADJUDGED, AND DECREED** that Judgment shall be  
2 entered in accordance with this Order and the Settlement Agreement, that this Action is dismissed  
3 with prejudice, and that the Court retains jurisdiction, including pursuant to California Code of  
4 Civil Procedure section 664.6, over the Parties to enforce the Settlement.

5  
6 DATED: 3/13/2020

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8 The Honorable Julia Spait  
9 Judge of the Superior Court  
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# Exhibit A

**NOTICE OF PRIVATE ATTORNEY GENERAL ACT SETTLEMENT AND RELEASE**

*Tamara Casteel v. Alaska Airlines, Inc.*  
Alameda County Superior Court Case No. \_\_\_\_\_

First Name, Last Name

Address

City, State, Zip

Enclosed please find:

**One check in the amount of \$ \_\_\_\_\_ ("Pro Rata PAGA Penalties Payment")**

You are receiving this check as a result of a lawsuit brought by an individual on behalf of the State of California.

Plaintiff Tamara Casteel ("Plaintiff") has filed a lawsuit against Defendant Alaska Airlines, Inc. ("Alaska") for civil penalties pursuant to the California Private Attorneys General Act of 2004 ("PAGA"). This law allows Plaintiff to stand in the shoes of the State of California and recover penalties on its behalf and on behalf of those employees aggrieved by Alaska's alleged violations of the California Labor Code.

Plaintiff claims that Alaska violated the rights of its employees in California by, among other things, informing its employees that it is a violation of company policy to discuss workplace conditions. Alaska denies these claims and denies that it owes any penalties to the government or to you. Nevertheless, to avoid further costs and time in defending the case Alaska has settled the case. By doing so Alaska is not admitting it has done anything wrong.

On \_\_\_\_\_, the Superior Court of the State of California approved the terms of the settlement. The settlement includes non-monetary measures in the form of changes to Alaska's employment policies. You will receive separate notifications about changed policies.

A portion of the penalties recovered by this settlement is being paid to the State of California and a portion is being paid to each Covered Employee. A Covered Employee is a person who worked for Alaska and was based in a California office or airport at any time between September 20, 2017 and July 18, 2019. You are a Covered Employee.

The "Pro Rata PAGA Penalties Payment" was calculated on a *pro rata* basis based on the number of weeks you worked for Alaska between September 20, 2017 and July 18, 2019.

This settlement resolves any and all civil penalties and other remedies which could be assessed upon and collected from Alaska by the State of California for a violation of California Labor Code sections 98.6(a), 98.6(b), 232.5(a), 232.5(b), 232.5(c), based upon the facts as alleged in the complaint filed in this lawsuit, a copy of which can be found online at [add URL].

This release does not seek to release any remedies available to employees, including you, for violations of the California Labor Code other than those penalties which could be recovered under PAGA in this lawsuit. You are precluded from filing a PAGA claim for civil penalties for violations alleged in this lawsuit.

Please Note: As a result of the settlement, you are receiving a check. You will not be retaliated against for cashing this check. It is entirely up to you if you cash your check or not. Funds associated with checks that are not cashed or deposited within 180 days of mailing shall be transmitted to and held by the Unclaimed Property Division of the State of California Controller's Office in your name.

Do not call or write the Court or Office of the Clerk to ask questions about the settlement. If you have any questions, you may call or write to either Plaintiff's Counsel or Defendants' Counsel.

<u>Plaintiff's Counsel</u>	<u>Alaska's Counsel</u>
<p>Xinying Valerian VALERIAN LAW, P.C. 1530 Solano Avenue Albany, CA 94707 Telephone: (888) 686-1918 Facsimile: (510) 982-4513 <a href="mailto:xinying@valerian.law">xinying@valerian.law</a></p> <p>Monique Olivier Katharine Chao OLIVIER SCHREIBER &amp; CHAO LLP 201 Filbert St., Ste. 201 San Francisco, CA 94133 Telephone: (415) 484-0980 <a href="mailto:monique@osclegal.com">monique@osclegal.com</a> <a href="mailto:kathy@osclegal.com">kathy@osclegal.com</a></p>	<p>Jason Barsanti Cozen O'Connor 501 West Broadway Street, Suite 1610 San Diego, CA 92101 Telephone: (619) 685-1753 <a href="mailto:jbarsanti@cozen.com">jbarsanti@cozen.com</a></p>

**NOTICE OF PRIVATE ATTORNEY GENERAL ACT SETTLEMENT AND RELEASE**

*Tamara Casteel v. Alaska Airlines, Inc.*  
Alameda County Superior Court Case No. \_\_\_\_\_

First Name, Last Name  
Address  
City, State, Zip

Enclosed please find two checks:

- (1) One check in the amount of \$500 ("Record of Discussion Penalty Payment") and**
- (2) One check in the amount of \$ \_\_\_\_\_ ("Pro Rata PAGA Penalties Payment")**

You are receiving these checks as a result of a lawsuit brought by an individual on behalf of the State of California.

Plaintiff Tamara Casteel ("Plaintiff") has filed a lawsuit against Defendant Alaska Airlines, Inc. ("Alaska") for civil penalties pursuant to the California Private Attorneys General Act of 2004 ("PAGA"). This law allows Plaintiff to stand in the shoes of the State of California and recover penalties on its behalf and on behalf of those employees aggrieved by Alaska's alleged violations of the California Labor Code.

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On \_\_\_\_\_, the Superior Court of the State of California approved the terms of the settlement. The settlement includes non-monetary measures in the form of changes to Alaska's employment policies. You will receive separate notifications about changed policies.

A portion of the penalties recovered by this settlement is being paid to the State of California and a portion is being paid to each Covered Employee. A Covered Employee is a person who worked for Alaska and was based in a California office or airport at any time between September 20, 2017 and July 18, 2019. You are a Covered Employee.

The "Record of Discussion Penalty Payment" relates to a Record of Discussion that was placed into your personnel file in 2018 relating to your social media posting on the subject of fume events. This "ROD" will be purged from your personnel file.

The "Pro Rata PAGA Penalties Payment" was calculated on a *pro rata* basis based on the number of weeks you worked for Alaska between September 20, 2017 and July 18, 2019.

This settlement resolves any and all civil penalties and other remedies which could be assessed upon and collected from Alaska by the State of California for a violation of California Labor Code sections 98.6(a), 98.6(b), 232.5(a), 232.5(b), 232.5(c), based upon the facts as alleged in the complaint filed in this lawsuit, a copy of which can be found online at [add URL].

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<u>Plaintiff's Counsel</u>	<u>Alaska's Counsel</u>
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