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13 **UNITED STATES DISTRICT COURT**
14 **NORTHERN DISTRICT OF CALIFORNIA**
15

16 JULIA BERNSTEIN, LISA MARIE SMITH,
17 and ESTHER GARCIA, on behalf of
18 themselves and all others similarly situated,

19 Plaintiffs,

20 vs.

21 VIRGIN AMERICA INC.; ALASKA
22 AIRLINES, INC. and Does 1-10, inclusive;

23 Defendants.

Case No. 15-cv-02277-JST

CLASS ACTION

~~PROPOSED~~ JUDGMENT¹

24 IT IS ORDERED, ADJUDGED, and DECREED that Virgin America Inc. (Virgin) has
25 violated the California Labor Code, the California Unfair Competition Law (UCL) and the
26 California Private Attorneys General Act (PAGA) for the reasons stated in this Court's orders of
27 July 9, 2018 (ECF No. 317) and January 16, 2019 (ECF No. 365), as amended by the Ninth

28 ¹ Without waiving any rights Defendants may have to appeal this Court's order of December 29,
2022 (ECF No. 456), Defendants agree only to the form of this proposed judgment.

1 Circuit in its Amended Opinion, *Bernstein v. Virgin America, Inc.*, 3 F.4th 1127, 1136–37 (9th
2 Cir. 2021) (ECF No. 414), and this Court’s order of December 29, 2022 (ECF No. 456). ECF
3 No. 317, 343. As a result of these violations, Virgin, and Defendant Alaska Airlines, Inc. as the
4 successor-in-interest to Virgin, are liable to the Class, California Resident Subclass and Waiting
5 Time Penalties Subclass for failing to pay overtime premiums, failing to provide meal periods,
6 failing to provide rest breaks, failing to provide accurate wage statements, and for waiting time
7 penalties, derivative violations of the UCL, and derivative violations of the PAGA.

8 IT IS FURTHER ORDERED, ADJUDGED, and DECREED that judgment is hereby
9 entered against Defendants Virgin America, Inc. and Alaska Airlines, Inc. and for Plaintiffs, all
10 Class members, all California Resident Subclass members, and all Waiting Time Penalties
11 Subclass members on the following claims in the following sums:

12 1. **\$6,324,592.18** damages and restitution to the Class and California Resident
13 Subclass for failure to pay overtime and **\$ 5,125,302.51** in prejudgment interest for a total of
14 **\$11,449,894.69** through January 15, 2023, plus **\$1,732.76** per day in continuing prejudgment
15 interest for each day after January 15, 2023, until the date of the entry of Judgment;

16 2. **\$190,525.29** in damages and restitution to the Class for failure to provide legally
17 compliant meal periods;

18 3. **\$410,841.31** in damages and restitution to the Class for failure to provide legally
19 compliant rest breaks;

20 4. **\$4,398,600.00** in statutory penalties to the Class and California Resident Subclass
21 for violation of California Labor Code § 226 for failure to provide legally compliant wage
22 statements;

23 5. **\$2,249,470.58** in statutory penalties to the Waiting Time Penalties Subclass for
24 violation of California Labor Code § 203 for willful failure to pay all wages due at the time of
25 separation of employment; and

26 6. Civil penalties pursuant to the Private Attorney General Act of 2004, Labor Code
27 § 2698 *et seq.*, in the total amount of **\$12,277,500.00** with 75% of each stated amount to be paid
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1 to the LWDA and 25% of each stated amount to be distributed to the specified groups of
2 aggrieved employees as follows:

3 (a) **\$1,508,400.00** to the LWDA, the Class, and the California Resident
4 Subclass for failure to pay overtime;

5 (b) **\$159,000.00** to the LWDA and the Class for failure to provide legally
6 compliant meal periods;

7 (c) **\$315,750.00** to the LWDA and the Class for failure to provide legally
8 compliant rest breaks;

9 (d) **\$5,009,775.00** to the LWDA, the Class, and the California Resident
10 Subclass for failure to provide accurate wage statements;

11 (e) **\$5,284,575.00** to the LWDA and the Class for failure to pay timely wages.

12 7. Judgment is hereby entered in favor of Plaintiffs, all Class members, all California
13 Resident Subclass members, and all Waiting Time Penalties Subclass members and against
14 Defendants, Virgin America Inc. and Alaska Airlines, Inc., in the amount of **\$30,976,831.87**
15 through January 15, 2023, plus **\$1,732.76 per day** in continuing prejudgment interest for each
16 day after January 15, 2023, until the date of the entry of Judgment.

17 8. This Court retains jurisdiction over this action for purposes of addressing a
18 proposed plan of allocation, as well as Plaintiffs' submission of a Bill of Costs and motion for
19 attorneys' fees and expenses and award of service awards for Plaintiffs as Class Representatives.

20 IT IS SO ORDERED AND ADJUDGED.

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22 Date: January 24, 2023

23 
24 Jon S. Tigar
United States District Judge