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Attorneys for Plaintiffs  
Association of Flight Attendants-Communications Workers of America  
and Maresa Bache

**SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ALAMEDA**

ASSOCIATION OF FLIGHT ATTENDANTS-  
COMMUNICATIONS WORKERS OF  
AMERICA; AND MARESA BACHE,

Plaintiffs,

v.

TWIN HILL ACQUISITION COMPANY, INC.;  
ARAMARK UNIFORM & CAREER APPAREL  
GROUP, INC.; ARAMARK UNIFORM &  
CAREER APPAREL, LLC; PVH CORP.;  
AMERICAN AIRLINES, INC.; DOES 1-50,

Defendants.

) Case No. RG18911165

)  
) ASSIGNED FOR ALL PURPOSES TO  
) JUDGE Frank Roesch  
) DEPARTMENT 17

)  
) [PROPOSED] CONSENT JUDGMENT  
) WITH TWIN HILL ACQUISITION  
) COMPANY, INC.

)  
)  
) Hearing Date: October 7, 2021  
) Time: 3:30 pm  
) Reservation No.: R-2280920  
) Dept.: 17

1 **1. INTRODUCTION**

2 1.1. This Consent Judgment is entered into by and between Plaintiffs Association of  
3 Flight Attendants-Communications Workers of America (“AFA-CWA”) and Maresa Bache  
4 (collectively, the “Plaintiffs”) and Defendant Twin Hill Acquisition Company, Inc. (the “Settling  
5 Defendant”), to settle claims asserted by Plaintiffs against Settling Defendant as set forth in the  
6 operative complaint in this matter (the “Action”). Plaintiffs and Settling Defendant are collectively  
7 referred to as the “Parties.”

8 1.2. On March 23, 2018, Plaintiffs issued a 60-Day Notice of Violation to Settling  
9 Defendant and other defendants. Additional notices were issued to the Settling Defendant on  
10 October 30, 2018, and November 18, 2019. Collectively, these three notices are referred to in this  
11 Consent Judgment as the “Notices.” Each of the Notices alleged violations of the California Safe  
12 Drinking Water and Toxic Enforcement Act of 1986, California Health & Safety Code, section  
13 25249.5, et seq. (“Proposition 65”). Specifically, the Notices alleged that the Settling Defendant  
14 manufactured, distributed, and/or sold garments listed in the Notices and were responsible for  
15 consumer and occupational exposures to formaldehyde gas.

16 1.3. Plaintiffs timely served the Notices on the California Attorney General, the District  
17 Attorneys of every County in the State of California, and the City Attorneys for every City in the  
18 State of California with a population greater than 750,000. To the best of the Parties’ knowledge, no  
19 public enforcer has commenced or is diligently prosecuting the allegations set forth in the Notices.

20 1.4. On June 29, 2018, Plaintiffs filed the complaint initiating this case. On January 27,  
21 2020, Plaintiffs filed the operative Fourth Amended Complaint (“Complaint”).

22 1.5. Plaintiff AFA-CWA is a non-profit labor organization representing flight attendants  
23 employed by airlines across the country. Plaintiff Maresa Bache is a flight attendant and member of  
24 AFA-CWA. Plaintiffs brought the Action in the public interest as private attorneys general pursuant  
25 to Health & Safety Code, section 25249.7, subdivision (d).

26 1.6. Settling Defendant is a corporation that employs ten or more persons within the  
27 meaning of Proposition 65. Plaintiffs allege Settling Defendant is a “person” acting “in the course  
28 of doing business” for purposes of Proposition 65.

1.7. Settling Defendant participated in the manufacture, distribution, and/or sale of the following uniform garment pieces in the state of California within one year of filing of this lawsuit:

Identified Brand	Garment	Style No.
Twin Hill	Female LS blouse, blue check	460-0191-202
Twin Hill	Serving garment, charcoal	740-0080-204
Twin Hill	Female LS blouse, white	460-0200-202
Twin Hill	Female pant – slim, dark charcoal	320-0145-202
Twin Hill	Female pant – classic, dark charcoal	320-0144-202

(hereinafter, the uniform garment pieces identified in the above chart are referred to as the “Garments”).

1.8. Defendant American Airlines, Inc. required that certain of its employees and certain of the employees of other airlines flying for American wear uniforms, which could include the Garments, and Plaintiffs allege that some of those employees wearing the Garments did so in California within one year prior to the filing of this lawsuit.

1.9. For purposes of this Consent Judgment only, the Parties stipulate that: (i) this Court has jurisdiction over the allegations of violations contained in the Notices and Complaint and personal jurisdiction over Settling Defendant as to the acts alleged in the Complaint; (ii) venue is proper in the County of Alameda; and (iii) this Court has jurisdiction to enter this Consent Judgment.

1.10. The Parties enter into this Consent Judgment as a full and final settlement of all claims regarding violations of California’s Proposition 65 which were or could have been raised against the Settling Defendant arising out of the facts or conduct related to Settling Defendant alleged in the Complaint and in the Notices. By execution of this Consent Judgment and agreeing to comply with its terms, the Parties do not admit any fact, conclusion of law, or violation of law, nor shall compliance with the Consent Judgment constitute or be construed as an admission by the Parties of any fact, conclusion of law, or violation of law. Settling Defendant denies the material, factual, and legal allegations in the Notices and Complaint and expressly denies any wrongdoing whatsoever. Except as specifically provided herein, nothing in this Consent Judgment shall prejudice, waive, or impair any right, remedy, argument, or defense any of the Parties may have in this or any other pending or future legal proceedings.

1 **2. DEFINITIONS**

2       2.1.     “American Airlines Group Carriers” means American Airlines, Inc. and the other  
3 wholly-owned airline subsidiaries of American Airlines Group Inc., now or during the three years  
4 following the Entry Date of this Consent Judgment, including Envoy Air Inc., Piedmont Airlines  
5 Inc., and PSA Airlines Inc., as well as the non-wholly-owned airlines that American contracts with,  
6 or may during the three years following the Entry Date of this Consent Judgment contract with, to  
7 fly on behalf of American under the American brand, including Compass, Mesa, Republic, and  
8 SkyWest. The airlines listed in this paragraph represent all airlines covered under this Consent  
9 Judgment to the best of the knowledge of the Parties at the time of the Consent Judgment’s signing.  
10 It is not the intent of the Parties to include in the definition of American Airlines Group Carriers any  
11 airline that is not listed in this paragraph, except to the extent that other airlines become wholly-  
12 owned by American or enter into contracts to fly on behalf of American under the American brand  
13 subsequent to the Consent Judgment’s signing and prior to three years following the Consent  
14 Judgment’s Entry Date.

15       2.2.     “Entry Date” is the date upon which the Court approves and enters this Consent  
16 Judgment.

17       2.3.     “Garments” shall mean those specific garments attributed to Settling Defendant,  
18 identified by style number, listed in paragraph 1.7.

19       2.4.     “Listed Chemical” refers to formaldehyde in the gaseous phase, as listed on  
20 California’s “Proposition 65 List” as of the Effective Date of this Consent Judgment.<sup>1</sup>

21       2.5.     “Proposition 65” shall mean the Safe Drinking Water and Toxic Enforcement Act of  
22 1986, Health and Safety Code sections 25249.5 to 25249.14 and its implementing regulations.

23       2.6.     “Testing Standard” shall mean 75 parts per million formaldehyde as determined by  
24 ISO 14184-1.

25 **3. INJUNCTIVE RELIEF**

26       3.1.     As of the Entry Date and continuing for a period of three years after the Entry Date,  
27

28       <sup>1</sup> Available on September 18, 2020, at <https://oehha.ca.gov/proposition-65/proposition-65-list>.

1 Settling Defendant shall refrain from selling or distributing Garments to employees at American  
2 Airlines Group Carriers unless the Garments meet the Testing Standard. If Vartest Laboratories,  
3 Inc. (or another laboratory agreed upon by Plaintiffs and Settling Defendant) conducts testing  
4 showing that a reasonably representative sample comprised of at least ten (10) samples of a specific  
5 garment style exceeds the Testing Standard, Settling Defendant shall offer to replace that garment  
6 free of charge. Settling Defendant shall make this offer to American Airlines Group Carriers' flight  
7 attendants residing or working in California who receive within three years after the Entry Date, a  
8 garment bearing the same style number as the garment that was the subject of testing.

9 This injunctive relief provision does not encompass incidental purchases made by American  
10 Airlines Group Carriers' flight attendants outside of American Airlines Group Carriers' official  
11 uniform program(s). This injunctive relief provision is only intended to apply to purchases made by  
12 American Airlines Group Carriers' flight attendants of garments that are specifically set out by item  
13 number or description in written agreements between Settling Defendant and American Airlines  
14 Group Carriers, or items Settling Defendant distributes to fulfill any such written agreement  
15 between Settling Defendant and American Airlines Group Carriers, for their official flight attendant  
16 uniform program(s) and is not intended to apply to any other garment purchases.

#### 17 **4. MONETARY PAYMENTS**

18 **4.1. Payments by Settling Defendant.** Within fifteen (15) business days of the Entry  
19 Date, Settling Defendant shall pay the total settlement payment sum of \$182,500 as further set forth  
20 in this Section. The total settlement amount for Settling Defendant shall be paid in five (5) separate  
21 payments in the amounts and to the payees specified below.

##### 22 **4.1.1. *Civil Penalties pursuant to Health & Safety Code, section 25249.7, subdivision (b).***

23 Setting Defendant shall pay \$36,500 as a civil penalty, \$27,375 of which shall be paid  
24 directly to the California Office of Environmental Health Hazard Assessment ("OEHHA")  
25 in accord with California Health & Safety Code section 25249.12, subdivisions (c)(1) and  
26 (d), and \$9,125 of which shall be paid to Plaintiffs; \$1,368.75 to Maresa Bache and the  
27 remainder to AFA-CWA.

##### 28 **4.1.2. *Additional Settlement Payment pursuant to Health & Safety Code, section 25249.7,***



1 *subdivision (b).* Settling Defendant shall remit an Additional Settlement Payment (“ASP”) in  
2 lieu of civil penalty in the amount of \$21,350 to Plaintiff AFA-CWA pursuant to Health &  
3 Safety Code, section 25249.7, subdivision (b) and California Code of Regulations, tit. 11,  
4 section 3204. AFA-CWA intends to use ASP funds to educate its membership about  
5 uniform safety, and to cover the cost of testing of garments for health and safety concerns,  
6 including to determine compliance with the Testing Standard. AFA-CWA shall obtain and  
7 maintain adequate records to document that ASPs are spent on these activities and AFA-  
8 CWA agrees to provide such documentation to the Attorney General within 30 days of any  
9 request from the Attorney General.

10 4.1.3. *Attorneys’ Fees & Costs.* Settling Defendant shall pay AFA-CWA \$124,650 as a  
11 reimbursement for a portion of Plaintiffs’ reasonable attorneys’ fees and costs.

12 4.2. The payments set forth in this Section and, potentially upon breach in Section 6.3,  
13 are the exclusive payments due between and amongst the Parties and OEHHA pertaining to the  
14 Complaint and Notices, and the Parties shall otherwise bear their own respective attorneys’ fees,  
15 costs and expenses.

## 16 5. PAYMENT PROCEDURES

17 5.1. Each payment due under the terms of this Consent Judgment shall be made within 15  
18 business days of the Entry Date.

19 5.1.1. All payments to AFA-CWA shall be made out to “Association of Flight  
20 Attendants-CWA” and shall be delivered by ACH wire transfer or by mail or  
21 delivery to the following payment address:

22 Association of Flight Attendants-CWA  
23 Attn: Kevin Creighan  
24 International Secretary Treasurer  
25 501 3<sup>rd</sup> St. NW  
Washington, DC 20001

26 5.1.2. All payments to Maresa Bache shall be made out to “Maresa Bache” and  
27 shall be delivered by ACH wire transfer or by mail or delivery to an address  
28 which shall be provided upon request after the Entry Date.

1 5.1.3. All payment to OEHHA (EIN: 68-0284486) shall be delivered directly to  
2 OEHHA (Memo line "Prop 65 Penalties") at the following address:

3 OEHHA  
4 Attn: Proposition 65 Penalties  
5 P.O. Box 4010  
6 Sacramento, CA 95814

7 5.2. *Proof of Payment to OEHHA.* A copy of each check payable to OEHHA shall be  
8 mailed, simultaneous with payment, to Greenfire Law, PC at 2001 Addison Street, Suite 300,  
9 Berkeley, CA, 94704 or by email at [rdoughty@greenfirelaw.com](mailto:rdoughty@greenfirelaw.com) , as proof of payment to OEHHA.

10 5.3. *Tax Documentation.* Settling Defendant shall issue a separate 1099 form for each  
11 payment required by this Consent Judgment to, and Plaintiffs shall provide to Settling Defendant  
12 IRS W-9 forms for each of the following payees under this Consent Judgment:

13 5.3.1. "Maresa Bache" whose address and tax identification number shall be provided  
14 within five (5) days after this Consent Judgment is fully executed by the Parties; and

15 5.3.2. "Association of Flight Attendants-CWA" at the address provided above in section  
16 5.1, and whose tax identification number shall be provided within five (5) days after this  
17 Consent Judgment is fully executed by the Parties.

## 18 **6. ENFORCEMENT OF CONSENT JUDGMENT**

19 6.1. Any Party to this Consent Judgment may, by motion or application for an order to  
20 show cause before the Superior Court of Alameda County, enforce the terms and conditions  
21 contained in this Consent Judgment. This Court shall retain continuing jurisdiction pursuant to Code  
22 of Civil Procedure section 664.6 to enforce the terms of this Consent Judgment.

23 6.2. A Party may bring a motion to enforce any term of this Consent Judgment only after  
24 written notice and a fourteen (14) day meet and confer process. Once a party provides written  
25 notice, the receiving party has a duty to respond and engage in a meet and confer process. After a  
26 response is received, the parties must engage in a meet and confer process to last no less than  
27 fourteen (14) days. If no response is received within fourteen (14) days, the notifying Party is not  
28 subject to the meet and confer requirement and may proceed with its motion or enforcement action.

6.3. The prevailing party on any motion to enforce this Consent Judgment shall be

1 entitled to its reasonable attorneys' fees and costs incurred as a result of such motion or application.  
2 This Consent Judgment may only be enforced by the Parties.

3 **7. CLAIMS COVERED AND RELEASED**

4       7.1. Plaintiffs, acting on their own behalf, and on behalf of their past and current agents,  
5 representatives, attorneys, successors, and assignees, and in the public interest, release the Settling  
6 Defendant, its parents, subsidiaries, affiliated entities under common ownership, and its respective  
7 directors, officers, agents employees, attorneys, insurers, successors and assigns, and each entity to  
8 whom the Settling Defendant directly or indirectly distributes or sells Garments including, but not  
9 limited to, downstream distributors, wholesalers, customers, retailers, franchisees, cooperative  
10 members, and licensees (collectively, "Releasees"), from all claims for violations of Proposition 65  
11 through the Entry Date based on unwarned exposures of any individual to formaldehyde (gas) in  
12 any Garments manufactured prior to the Entry date. Plaintiffs, on behalf of themselves, their past  
13 and current agents, representatives, attorneys, successors, and assignees, also hereby waive any and  
14 all claims against the Settling Defendant and its attorneys and other representatives, for any and all  
15 actions taken or statements made (or those that could have been taken or made) by Settling  
16 Defendant and its attorneys and other representatives, in the course of investigating the claims in  
17 this case or otherwise seeking to defend themselves in this matter. Compliance with the terms of  
18 this Consent Judgment constitutes compliance with Proposition 65 with respect to exposures to  
19 formaldehyde (gas) from the Garments, as set forth in the Notices.

20       7.2. Parties agree that this release shall not extend to any claims other than Proposition 65  
21 claims and specifically does not extend to any claims by AFA-CWA or airline employees, past,  
22 present, or future, regarding uniforms in any way whatsoever other than Proposition 65 liability for  
23 the Garments.

24       7.3. Settling Defendant, on behalf of itself, its past and current agents, representatives,  
25 attorneys, successors, and assignees, hereby waives any and all claims against Plaintiffs and their  
26 attorneys and other representatives, for any and all actions taken or statements made (or those that  
27 could have been taken or made) by Plaintiffs and their attorneys and other representatives, in the  
28 course of investigating the claims in this case or otherwise seeking to enforce Proposition 65 against



1 it in this matter with respect to the Garments.

2 **8. COURT APPROVAL**

3       This Consent Judgment is not effective until it is approved and entered by the Court and  
4 shall be null and void if, for any reason, it is not approved and entered by the Court within one year  
5 after it has been fully executed by all Parties. If the Court does not approve the Consent Judgment,  
6 the Parties shall meet and confer about whether to modify the language or appeal the ruling. If the  
7 Parties do not jointly agree on a course of action to take, then the case shall proceed in its normal  
8 course on the Court's trial calendar. If the Court's approval is ultimately overturned by an appellate  
9 court, the Parties shall meet and confer about whether to modify the terms of this Consent  
10 Judgment. If the Parties do not jointly agree on a course of action to take, then the case shall  
11 proceed in its normal course on the Court's trial calendar. In the event that this Consent Judgment is  
12 entered by the Court and subsequently overturned by any appellate court, any monies that have been  
13 provided to Plaintiffs, or Plaintiffs' counsel shall be refunded within fifteen days of the appellate  
14 decision becoming final. If the Court does not approve and enter the Consent Judgment within one  
15 year of the date on which Plaintiffs' move for approval of the Consent Judgment, any monies that  
16 have been provided to Plaintiffs pursuant to the terms of this Consent Judgment, shall be refunded  
17 to the Settling Defendant within fifteen days of Plaintiffs' receipt of a joint demand for repayment  
18 from Settling Defendant.

19 **9. NOTICES**

20       Unless specified herein, all correspondence and notices required to be provided pursuant to  
21 this Consent Judgment shall be in writing and sent by: (i) personal delivery, (ii) first-class registered  
22 or certified mail, return receipt requested; or (iii) overnight courier to a party by another party at the  
23 following addresses:

**To Twin Hill:**

Robert J. Herrington  
Greenberg Traurig, LLP  
1840 Century Park East, Suite 1900  
Los Angeles, CA 90067

**To Plaintiffs:**

Rachel S. Doughty  
Greenfire Law, PC  
2001 Addison Street, Suite 300  
Berkeley, CA 94704

Ed Gilmartin, Esq.  
Association of Flight Attendants-CWA  
501 3<sup>rd</sup> Street, NW  
Washington, DC 20001

Either Party, from time to time, may specify in writing to the other Party a change of address to which all notices and other communications shall be sent.

**10. COUNTERPARTS, FACSIMILE AND PDF SIGNATURES**

This Consent Judgment may be executed in counterparts and by facsimile or pdf signature, each of which shall be deemed an original, and all of which, when taken together, shall constitute one and the same document. A facsimile or pdf signature shall be as valid as the original.

**11. COMPLIANCE WITH HEALTH & SAFETY CODE SECTION 25249.7(f)**

Plaintiffs and their attorneys agree to comply with the reporting form requirements referenced in California Health & Safety Code section 25249.7, subdivision (f).

**12. POST EXECUTION ACTIVITIES**

Plaintiffs and the Settling Defendant agree to support the entry of this agreement as a Consent Judgment and obtain approval of the Consent Judgment by the Court in a timely manner. The Parties acknowledge that, pursuant to California Health & Safety Code, section 25249.7, a noticed motion is required to obtain judicial approval of this Consent Judgment, which Settling Defendant shall provide a first draft of and which Plaintiffs shall revise, finalize, and file at their own expense. If any third-party objection to the noticed motion is filed, Plaintiffs and the Settling Defendant shall work together to file a reply and appear at any hearing before the Court. This provision is a material component of the Consent Judgment and shall be treated as such in the event of a breach.

**13. MODIFICATION**

This Consent Judgment may be modified only: (1) by written agreement of the Parties and upon entry of a modified Consent Judgment by the Court thereon; or (2) upon a successful motion

1 of any party and entry of a modified Consent Judgment by the Court.

2 **14. AUTHORIZATION**

3 The undersigned are authorized to execute this Consent Judgment on behalf of their  
4 respective Parties and have read, understood, and agree to all of the terms and conditions of this  
5 Consent Judgment.

6 **AGREED TO:**

7  
8 Dated: 8/20/2021

TWIN HILL ACQUISITION COMPANY, INC.

9  
10 By: 

MORGAN ATHERTON, CFO

11  
12 Dated: 7/29/2021

MARESA BACHE

13  
14 By: 

15  
16 Dated: \_\_\_\_\_

ASSOCIATION OF FLIGHT ATTENDANTS-  
COMMUNICATIONS WORKERS OF AMERICA

17  
18 By: \_\_\_\_\_

19  
20 Dated: \_\_\_\_\_

IT IS SO ORDERED.

21  
22 JUDGE OF THE SUPERIOR COURT

1 of any party and entry of a modified Consent Judgment by the Court.

2 **14. AUTHORIZATION**

3 The undersigned are authorized to execute this Consent Judgment on behalf of their  
4 respective Parties and have read, understood, and agree to all of the terms and conditions of this  
5 Consent Judgment.

6 AGREED TO:

7

8

Dated: \_\_\_\_\_ TWIN HILL ACQUISITION COMPANY, INC.

9

10

By: \_\_\_\_\_

11

12

13

Dated: \_\_\_\_\_ MARESA BACHE

14

15

By: \_\_\_\_\_

16

17

18

Dated: 7/29/21 ASSOCIATION OF FLIGHT ATTENDANTS-  
COMMUNICATIONS WORKERS OF AMERICA

19

20

By: Ed Feilbert

21

ATA-CWA General Counsel

22

23

Dated: \_\_\_\_\_ IT IS SO ORDERED.

24

25

\_\_\_\_\_  
JUDGE OF THE SUPERIOR COURT

26

27

28