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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA

UNITE HERE INTERNATIONAL
UNION,

 Plaintiff,

 v.

SKY CHEFS, INC.,

 Defendant.

No. CV 22-1938 PA (PVCx)

JUDGMENT AND PERMANENT
INJUNCTION

Pursuant to the Findings of Fact and Conclusions of Law issued by the Court on August 29, 2024, IT IS HEREBY ORDERED, ADJUDGED, AND DECREED that:

1. Defendant Sky Chefs, Inc. (“Sky Chefs” or “Defendant”) shall, during its next regular open enrollment period in November 2024, for the plan year beginning on January 1, 2025, offer to its employees working at Los Angeles International Airport (“LAX”) subject to the Master National Agreement (“MNA”) between Sky Chefs and plaintiff Unite Here International Union (“Unite Here” or “Union”), the option of enrolling in a Consumer-Driven Health Plan (“CDHP”) and Copay Plan that are substantially identical to those Sky Chef offered to its LAX employees prior to April 1, 2022.
2. For those employees who choose either no health plan or a health plan with an employer share that when combined with the hourly rate of pay falls below the “full cash

1 wage” of the applicable Living Wage Ordinance (“LWO”) adopted by the City of Los
2 Angeles, Sky Chefs shall, beginning on January 1, 2025, pay the “market rate adjustment” it
3 had previously paid to compensate employees earning a set minimum base pay for any
4 difference between the LWO’s hourly health benefit payment and the hourly value of the
5 healthcare with which they are actually provided.

6 3. Sky Chefs may, but is not required to, continue to offer the “LAX Copay Plan”
7 it began offering on April 1, 2022. Sky Chefs may not require its employees to elect the
8 LAX Copay Plan option.

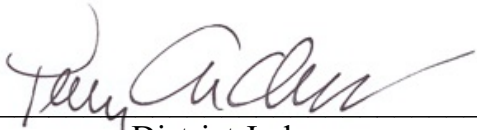
9 4. This Judgment and Permanent Injunction does not in any way replace,
10 supersede, or otherwise interfere with any enforcement remedies available under the LWO.

11 5. The injunctive relief provided for in this Judgment and Permanent Injunction
12 shall remain in place until the earlier of either: (A) the parties agree on an alternative
13 resolution; or (B) Sky Chefs has exhausted the dispute resolution procedures set forth in the
14 Railway Labor Act concerning the dispute encompassed by this action.

15 6. Unite Here shall recover from Sky Chefs its costs of suit.

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17 The Clerk is ordered to enter this Judgment.

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19 DATED: August 29, 2024



District Judge
UNITED STATES DISTRICT JUDGE

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