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13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **IN AND FOR THE COUNTY OF LOS ANGELES**

15 LESLIE SENOREN, an individual, on behalf
16 of herself and on behalf of all persons
17 similarly situated,

18 Plaintiff,

19 vs.

20 AIR CANADA CORPORATION, a
21 Corporation; and DOES 1 through 50,
22 inclusive,

23 Defendants.

CASE No. **20STCV13942**

**DECLARATION OF KYLE
NORDREHAUG IN SUPPORT OF
MOTION FOR PRELIMINARY
APPROVAL OF CLASS SETTLEMENT**

Hearing Date: July 9, 2021
Hearing Time: 11:00 a.m.

Judge: Hon. Amy D. Hogue
Dept: SS-7

Action Filed: April 9, 2020
Trial Date: Not Set

1 I, Kyle Nordrehaug, declare as follows:

2 1. I am a partner of the law firm of Blumenthal Nordrehaug Bhowmik De Blouw LLP,
3 counsel of record for Plaintiff Leslie Senoren ("Plaintiff") in this matter. As such, I am fully
4 familiar with the facts, pleadings and history of this matter. The following facts are within my own
5 personal knowledge, and if called as a witness, I could testify competently to the matters stated
6 herein.

7 2. This declaration is being submitted in support of Plaintiff's unopposed motion for
8 preliminary approval of the proposed class action settlement with Defendant Air Canada
9 ("Defendant"), and seeks entry of an order: (1) preliminarily approving the proposed settlement of
10 this class action with Defendant; (2) for settlement purposes only, conditionally certifying the Class,
11 which is comprised of "all individuals who worked for Defendant in California as non-exempt
12 employees at any time during the Class Period"; (3) provisionally appointing Plaintiff as the
13 representative of the Class; (4) provisionally appointing Norman B. Blumenthal, Kyle R.
14 Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class
15 Counsel for the Class; (5) approving the form and method for providing class notice; (6) directing
16 that notice of the proposed settlement be given to the class; (7) appointing Simpluris as Settlement
17 Administrator, and (8) scheduling a final approval hearing date to consider Plaintiff's motion for
18 final approval of the settlement and entry of the Judgment, and Plaintiff's motion for approval of
19 attorneys' fees and expenses. Attached hereto as Exhibit #1 is a copy of the fully executed Class
20 Action Settlement Agreement ("Agreement") along with exhibits thereto. This Declaration
21 incorporates by reference the definitions in the Agreement, and all terms defined therein shall have
22 the same meaning as set forth in the Agreement.

23
24 Fairness of Settlement

25 3. As consideration for this Settlement, the Gross Settlement Amount to be paid by
26 Defendant is Nine Hundred Thousand Dollars (\$900,000), as set forth in the Agreement. The Gross
27 Settlement Amount will settle all issues pending in the Action between the Parties and will be made
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1 in full and final settlement of the Released Class Claims, consisting of the all payments of
2 Settlement Shares to the Participating Class Members, Settlement Administration Expenses, Class
3 Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service
4 Payment and the PAGA Payment. The Gross Settlement Amount does not include the employer's
5 share of payroll taxes which will be separately paid by Defendant. The Settlement is all-in with no
6 reversion to Defendant and no need to submit a claim form.

7 4. The relief provided in the Settlement will benefit all members of the Class. The
8 Settlement does not grant preferential treatment to Plaintiff or segments of the Class in any way.
9 Payments to the Class Members are all determined under a neutral methodology. Each
10 Participating Class Member who will receive the same opportunity to participate in and receive
11 payment through a neutral formula that is based upon the pay periods worked by that individual.

12 5. On February 18, 2021, the Parties participated in an all-day mediation session
13 presided over by Mark Rudy, a respected and experienced mediator of wage and hour class actions.
14 In preparation for the mediation, Defendant provided Class Counsel with necessary information for
15 the members of the Class, including time data, payroll data and data concerning the composition of
16 the Class. Plaintiff analyzed the data with the assistance of damages expert, Berger Consulting, and
17 prepared and submitted a mediation brief and damage valuation to the Mediator. At the conclusion
18 of the all-day mediation, the Parties agreed to this Settlement. The final settlement terms were
19 negotiated and set forth in the Agreement now presented for this Court's approval. Importantly,
20 Plaintiffs and Class Counsel believe that this Settlement is fair, reasonable and adequate.

21 6. The Gross Settlement Amount provides an average value of \$2,821 per Class
22 Member and \$50 per pay period, and after deductions, the Net Settlement Amount provides an
23 average recovery of \$1,692 per Class Member and \$30 per pay period. The calculations to
24 compensate for the amount due to the Class Members at the time this Settlement was negotiated
25 were calculated by Plaintiff's expert, Berger Consulting, in advance of mediation. For the
26 individuals whose claims are at issue in this Actions, Plaintiff analyzed the data for putative class
27 members and determined the potential maximum damages for the class claims. For the Class,
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1 Plaintiff determined that the damages for unpaid wages due to rounding was \$223,141, the
2 maximum potential meal period damages were estimated to be \$651,598 based on a one missed
3 meal period per week, the maximum rest period damages were estimated to be \$651,598 based upon
4 reasonable assumption of one violation per week, and the maximum damages for unreimbursed
5 expenses for cell phone usage was \$248,819. In total, the damages for the Class were calculated to
6 have a maximum total value of \$1,775,156. In addition, Plaintiff calculated that the maximum
7 value of the waiting time penalties were \$539,092 and the maximum value of the wage statement
8 penalties were \$586,100, however, these wage statement and waiting time penalties claims
9 potentially have a much smaller value, even if damages were awarded, to the extent that they are
10 derivative of the meal and rest break claims.¹ Consequently, the Gross Settlement Amount of
11 \$900,000 represents 50% of the value of the potential damages at issue for the Class in this case,
12 and 31% of the combination of damage and penalties for the Class, assuming these amounts could
13 all be proven in full at trial.² The above maximum calculations should then be adjusted in
14 consideration for both the risk of certification and the risk of establishing class-wide liability on all
15 claims. In addition, the airline industry, and in particular this Canadian airline which did not get
16 United States airline assistance, was very hard-hit financially by the pandemic. Given the amount
17 of the Settlement as compared to the potential value of the claims, the Settlement is most certainly
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19
20 ¹ Importantly, while Plaintiff alleged claims for statutory penalties pursuant to Labor Code
21 Sections 203 and 226, Plaintiff recognized that these claims were subject to various defenses
22 asserted by Defendant, including, but not limited to, a good faith dispute defense as to whether any
23 premium wages for meal or rest periods or other wages were owed given Defendant's position that
24 Plaintiff was properly compensated. See *Nordstrom Commission Cases*, 186 Cal. App. 4th 576, 584
25 (2010) ("There is no willful failure to pay wages if the employer and employee have a good faith
26 dispute as to whether and when the wages were due."). Additionally, Courts have held that
violations of the meal and rest period regulations, which require payment of a "premium wage" for
each improper meal period, do **not** give rise to claims under sections 203 and 226. See *Ling v. P.F.*
Chang's China Bisto, Inc., 245 Cal. App. 4th 1242, 1261 (2016) and *Maldonado v. Epsilon*
Plastics, Inc., 22 Cal. App. 5th 1308, 1336 (2018). As a result, the viability of Plaintiff's claims on
these theories is uncertain.

27 ² Because the PAGA claim does not provide a recovery to the Class, Plaintiff has not included
28 the PAGA claim in this discussion. The PAGA claim is addressed below at ¶ 33.

1 fair and reasonable.

2
3 Procedural History of the Litigation

4 7. On January 6, 2020, Plaintiff serves a notice pursuant to PAGA on Defendant and
5 the Labor Workforce Development Agency alleging violations of the Labor Code by the Defendant.

6 8. On April 9, 2020, Plaintiff filed a Complaint against Defendant in the Superior Court
7 of the State of California, County of Los Angeles (the "Action"). The Action asserted class claims
8 for: (1) unfair competition in violation of Cal. Bus & Prof. Code §§ 17200, et seq.; (2) failure to pay
9 minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1; (3) failure to pay
10 overtime wages in violation of Cal. Labor Code § 510; (4) failure to provide required meal periods
11 in violation of Cal. Labor Code §§ 226.7 and 512; (5) failure to provide required rest periods in
12 violation of Cal. Labor Code §§ 226.7 and 512; (6) failure to timely pay earned wages in violation
13 of California Labor Code § 204(d); (7) failure to reimburse employees for required expenses in
14 violation of California Labor Code § 2802; (8) failure to provide accurate wage statements in
15 violation of Cal. Labor Code §226; (9) failure to provide wages at termination in violation of Cal.
16 Lab. Code § 201, 202, and 203; and, (10) violation of the Private Attorneys General Act, Cal. Labor
17 Code §§ 2698 et seq. ("PAGA"), based upon the alleged Labor Code violations.

18 9. On June 30, 2020, Defendant filed a Notice of Appearance in the Action. On May 7,
19 2021, Defendant denied the allegations and maintains many affirmative defenses to the Action.

20 10. Over the course of litigation, the Parties engaged in the investigation of the claims,
21 including production of documents, class data, and other information, allowing for the full and
22 complete analysis of liabilities and defenses to the claims in this Action. The information obtained
23 by Plaintiff included: (1) data as to employees and payperiods; (2) Payroll data for employees; (3)
24 work time data concerning hours worked and time punch data; (4) Defendant's employee wage and
25 hour policies; (5) the employment files for the Plaintiff; and, (6) samples of wage statements
26 provided by Defendant. Plaintiff and Defendant agreed to discuss resolution of the Action through
27 a mediation.

1 11. Prior to mediation, the Parties engaged in the above investigation and the exchange
2 of documents and information in connection with the Actions. On February 18, 2021, the Parties
3 participated in an all-day mediation presided over by Mark Rudy, Esq., a respected and experience
4 mediator of wage and hour class actions. Following the mediation, each side, represented by its
5 respective counsel, were able to agree to settle the Action based on a mediator's proposal which was
6 memorialized in the form of a Memorandum of Understanding signed on or about March 9, 2021.
7 At all times, the negotiations were arm's length and contentious.

8 12. The Parties continued to negotiate the terms of the settlement and prepared the final
9 Agreement which was signed by the Parties and is now presented to this Court for preliminary
10 approval. Accordingly, for purposes of this Settlement, the "Class" is defined as "all individuals
11 who worked for Defendant in California as non-exempt employees at any time during the Class
12 Period." (Agreement at ¶ I(C).) The "Class Period" is from April 09, 2016 to May 24, 2021.
13 (Agreement at ¶ I(J).) Defendant has represented that the Class consists of 319 Class Members.
14 Attached hereto as Exhibit #3 is a true and correct copy of a Declaration of Andrew Abbona from
15 the Defendant which verifies these figures.

16 13. Although a settlement has been reached, Defendant denies any liability or
17 wrongdoing of any kind associated with the claims alleged in the Action and further deny that, for
18 any purpose other than settlement, the Action are appropriate for class treatment. Defendant
19 contends, among other things, that it has correctly compensated the Class Members and complied at
20 all times with the California Labor Code, applicable Wage Order, and all other laws and
21 regulations. Further, Defendant contends that class certification would be inappropriate for any
22 reason other than for settlement. Plaintiff contends that Defendant violated California wage and
23 hour laws. Plaintiff further contends that the Action is appropriate for class certification on the
24 basis that the claims meet the requisites for class certification. Without admitting that class
25 certification is proper, Defendant has stipulated that the above Class may be certified for settlement
26 purposes only. (Agreement at ¶ II(D).) The Parties agree that certification for settlement purposes
27 is not an admission that class certification would be proper if the class certification issue were
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1 litigated. Further, the Agreement is not admissible in this or any other proceeding as evidence that
2 the Class could be certified absent a settlement. Solely for purposes of settling the Action, the
3 Parties stipulate and agree that the requisites for establishing class certification with respect to the
4 Class are satisfied.

5 14. Class Counsel has conducted a thorough investigation into the facts of the class
6 action. Over the course of over a year, Class Counsel has diligently evaluated the Class Members'
7 claims against Defendant. Prior to the settlement negotiations, counsel for Defendant provided
8 Class Counsel with access to necessary information for the Class. In addition, Class Counsel
9 previously negotiated settlements with other employers in actions involving nearly identical issues
10 and analogous defenses. Based on the foregoing data and their own independent investigation,
11 evaluation and experience, Class Counsel believes that the settlement with Defendant on the terms
12 set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the Class in
13 light of all known facts and circumstances, including the risk of significant delay, defenses asserted
14 by Defendant, Defendant's financial circumstances and potential appellate issues.

15
16 Settlement Terms and Plan of Allocation

17 15. The Gross Settlement Amount is Nine Hundred Thousand Dollars (\$900,000).
18 (Agreement at ¶ I(S).) Under the Settlement, the Gross Settlement Amount consists of the
19 following elements: (1) payment of the Settlement Shares to the Class; (2) Class Counsel Fees
20 Payment and Class Counsel Litigation Expenses Payment; (3) Settlement Administration Expenses;
21 (4) the Class Representative Service Payment to Plaintiff; and (5) the PAGA Payment. (Agreement
22 at ¶ III(B)-(C).) The Gross Settlement Amount does not include Defendant's share of payroll taxes.
23 (Agreement at ¶ III(A).) The Gross Settlement Amount shall be all-in with no reversion to
24 Defendant. (Agreement at ¶ III(A).)

25 16. Following final approval, Defendant shall fund the Gross Settlement Amount within
26 thirty (30) days of the Effective Date. (Agreement at ¶ III(E)(9).) The Settlement Shares to
27 Participating Class Members will be mailed by the Settlement Administrator within 15 calendar
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1 days after the funding of of the Gross Settlement Amount. (Agreement at ¶ III(E)(9).)

2 17. The Net Settlement Amount shall equal the net amount available for payment to the
3 Class after deducting the Court-approved amounts for the (1) Class Counsel Fees Payment; (2)
4 Class Counsel Litigation Expenses Payment; (3) Class Representative Service Payment; (4) the
5 Settlement Administration Expenses, and (5) the PAGA Payment from the Gross Settlement
6 Amount. (Agreement at ¶ I(U).) The Net Settlement Amount will be distributed as the Settlement
7 Shares to the Class Members who do not timely request exclusion (“Participating Class Members”).
8 (Agreement at ¶¶ I(X) and III(C)(1).) The Settlement Share will be calculated as follows: (a) the
9 Settlement Administrator shall then divide the Net Settlement Amount by the total number of weeks
10 included in the dates of employment to determine a dollar amount per week (“Weekly Rate”); and
11 (b) the Settlement Administrator shall then take the number of weeks worked by each Participating
12 Class Member and multiply it by the Weekly Rate to calculate their Settlement Share. (Agreement
13 at ¶ III(C)(2).) Workweeks will be based on Defendant’s records, however Class Members will
14 have the right to challenge the number of workweeks.

15 18. Class Members may choose to opt-out of the Settlement by following the directions
16 in the Class Notice. (Agreement at ¶ III(E)(3), Ex. A.) All Class Members who do not "opt out"
17 will be deemed Participating Class Members who will be bound by the Settlement and will be
18 entitled to receive a Settlement Share. All Aggrieved Employees, including those who submit an
19 opt-out request, will still be paid their allocation of the PAGA Payment and will remain bound by
20 the release of the PAGA Released Claims regardless of their request for exclusion. (Agreement at ¶
21 III(E)(3)(c).) Finally, the Class Notice will also advise the Class Members of their right to object to
22 the Settlement and/or dispute their workweeks. (Agreement at ¶ III(E)(3), Ex. A.)

23 19. A Participating Class Member must cash his or her Settlement Share check within
24 180 days after it is mailed. (Agreement at ¶ III(E)(10).) Any settlement checks not cashed within
25 180 days will be voided and any funds from such uncashed checks will be paid to the California
26 State Controller’s Unclaimed Property Fund in the name of the Participating Class Member.
27 (Agreement at ¶ III(E)(10).)

1 20. Based upon the lowest bid received from qualified vendors, the Parties have agreed
2 to use Simpluris as the Settlement Administrator. (Agreement at ¶ III(D).) From the Gross
3 Settlement Amount, the Settlement Administrator shall be paid for the expenses of effectuating and
4 administering the Settlement in an amount not to exceed \$10,000. (Agreement at ¶ III(B)(4).)

5 21. Subject to Court approval, the Agreement provides for Class Counsel to be awarded
6 a sum not to exceed one-third of the Gross Settlement Amount, as the Class Counsel Fees Payment.
7 (Agreement at ¶ III(B)(2).) Class Counsel will also be allowed to apply separately for an award of
8 Class Counsel Litigation Expenses Payment in an amount not to exceed \$20,000. (Agreement at ¶
9 III(B)(2).) Subject to Court approval, the Agreement provides for a payment of no more than
10 \$10,000 to Plaintiff as the Class Representative Service Payment. (Agreement at ¶ III(B)(1).)

11 22. Subject to Court approval, Twenty Thousand Dollars (\$20,000) will be paid from the
12 Gross Settlement Amount for PAGA penalties under the California Private Attorneys General Act,
13 Cal. Labor Code Section 2698, *et seq.* ("PAGA"). Pursuant to the express requirements of Labor
14 Code § 2699(i), the PAGA Payment shall be allocated as follows: \$15,000 to the LWDA (the
15 "LWDA Payment") as the LWDA's share of the settlement of civil penalties pursuant to the PAGA,
16 and \$5,000 will be distributed to the Aggrieved Employees based on their respective weeks worked
17 during the PAGA Period. (Agreement at ¶ III(B)(3).) As set forth in the accompany proof of
18 service, the LWDA has been served with this motion and the Agreement.

19
20 Risks of Continued Litigation and Standards for Approval

21 23. Plaintiff and Class Counsel recognize the expense and length of continuing to litigate
22 and trying this Action against Defendant through possible appeals which could take several years.
23 Class Counsel has also taken into account the uncertain outcome and risk of litigation, especially in
24 complex class actions such as this Action. Class Counsel is also mindful of and recognize the
25 inherent problems of proof under, and alleged defenses to, the claims asserted in the Action. Based
26 upon their evaluation, Plaintiff and Class Counsel have determined that the Settlement set forth in
27 the Agreement is in the best interest of the Class Members.

1 24. Here, a number of defenses asserted by Defendant present serious threats to the
2 claims of the Plaintiff and the other Class Members. Defendant asserted that Defendant's practices
3 complied with all applicable Labor laws. The airline employees were also covered by a Collective
4 Bargaining Agreement which eliminated overtime claims and impacted meal and rest break
5 practices and recording, making proof of these claims highly uncertain. Defendant also asserted
6 that all or some of the claims were barred by federal preemption applicable to the airline's practices.
7 Defendant argued that the off-the-clock work did not occur as it was against company policy and
8 that any rounding was neutral and therefore lawful. Defendant also contends that its meal and rest
9 period policies fully complied with California law. Defendant also contended that the records show
10 that meal period premiums were in fact paid showing their compliance. Finally, Defendant could
11 also argue that the recent Supreme Court decision in *Brinker v. Superior Court*, 53 Cal. 4th 1004
12 (2012), weakened Plaintiff's claims, on liability, value, and class certifiability as to the meal and
13 rest period claims. Defendant also argues that it acted in good faith and without willfulness, which
14 if accepted would negate the claims for waiting time penalties and/or inaccurate wage statements.
15 In fact, under the current state of the law, it is questionable whether these penalties could be
16 awarded at all based upon the alleged meal and rest period violations. If successful, Defendant's
17 defenses could eliminate or substantially reduce any recovery to the Class. While Plaintiff believes
18 that these defenses could be overcome, Defendant maintains these defenses have merit and
19 therefore present a serious risk to recovery by the Class.

20 25. There was also a significant risk that, if the Action was not settled, Plaintiff would be
21 unable to obtain class certification and thereby not recover on behalf of any employees other than
22 themselves. Defendant argued that the individual experience of each putative class member varied
23 with respect to the claims. Defendant could also contest class certification by arguing injury and
24 good faith were case by case determinations that precluded class certification. The auto-deduct
25 system for meal periods created problems for certification as Courts have held. Plaintiff is aware of
26 cases where class certification of similar claims was denied. *See e.g. Cacho v. Eurostar, Inc.*, 43
27 Cal. App. 5th 885 (2019) (denying certification of meal and rest break claims). Defendant also
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1 contended that individual differences in work experiences not only impacted damages but would
2 also impact certification. Finally, even if class certification was successful, as demonstrated by the
3 California Supreme Court decision in *Duran v. U.S. Bank National Assn.*, 59 Cal. 4th 1 (2014),
4 there are significant hurdles to overcome for a class wide recovery even where the class has been
5 certified. While other cases have approved class certification in wage and hour claims, class
6 certification in this action would have been hotly disputed and was by no means a foregone
7 conclusion.

8 26. This settlement is therefore certainly entitled to preliminary approval. Were this
9 case to go to trial, the Plaintiff and the other class members would need to prove, among other
10 things, that wages were owed on a class-wide basis. This was and is a substantial risk.

11 27. Plaintiff will apply to the Court for Class Representative Service Payment in
12 consideration for the service performed and for the risks undertaken on behalf of the Class.
13 (Agreement at ¶ III(B)(1).) Plaintiff performed her duty admirably by working with Class Counsel.
14 At this stage, the requested service award of not to exceed \$10,000 is well within the accepted range
15 of awards for purposes of preliminary approval. See e.g. *Mathein v. Pier 1 Imps. (U.S.), Inc.*, 2018
16 U.S. Dist. LEXIS 71386 (E.D. Cal. 2018) (awarding \$12,500 where average class member payment
17 was \$351); *Holman v. Experian Info. Solutions, Inc.*, 2014 U.S. Dist. LEXIS 173698 (N.D. Cal.
18 2014) (approving \$10,000 service award where class member recovery was \$375); *Rausch v.*
19 *Hartford Fin. Servs. Grp.*, 2007 U.S. Dist. LEXIS 14740, 2007 WL 671334 (D. Or. 2007)
20 (approving award of \$10,000 where class member recoveries were as little as \$150); *Louie v.*
21 *Kaiser Foundation Health Plan, Inc.*, 2008 WL 4473183, *7 (S.D.Cal. Oct. 06, 2008) (awarding
22 \$25,000 service award to each of six plaintiffs in overtime class action); *Glass v. UBS Fin. Servs.*,
23 2007 WL 221862, *16-17 (N.D.Cal. Jan. 27 2007) (awarding \$25,000 service award in overtime
24 class action and a pool of \$100,000.00 in enhancements). As explained in *Glass*, service awards
25 are routinely awarded to class representatives to compensate the employees for the time and effort
26 expended on the case, for the risk of litigation, for the fear of suing an employer and retaliation
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1 there from, and to serve as an incentive to vindicate the statutory rights of all employees. 2007 WL
2 221862 at *16-17.

3 28. The stage of the proceedings at which this Settlement was reached also militates in
4 favor of preliminary approval and ultimately, final approval of the Settlement. Class Counsel has
5 conducted a thorough investigation into the facts of the class action. Class Counsel began
6 investigating the Class Members' claims before the Action was filed. Class Counsel conducted a
7 thorough review and analysis of the relevant documents and data with the assistance of an expert.
8 Class Counsel was also experienced with the claims at issue here, as Class Counsel previously
9 litigated and settled similar claims in other actions. Accordingly, the agreement to settle did not
10 occur until Class Counsel possessed sufficient information to make an informed judgment regarding
11 the likelihood of success on the merits and the results that could be obtained through further
12 litigation.

13 29. Based on the foregoing data and their own independent investigation and evaluation,
14 Class Counsel is of the opinion that the Settlement with Defendant for the consideration and on the
15 terms set forth in the Agreement is fair, reasonable, and adequate and is in the best interest of the
16 Class in light of all known facts and circumstances, including the risk of significant delay, defenses
17 asserted by Defendant, and numerous potential appellate issues. There can be no doubt that
18 Counsel for both parties possessed sufficient information to make an informed judgment regarding
19 the likelihood of success on the merits and the results that could be obtained through further
20 litigation.

21
22 Class Certification Issues

23 30. Plaintiff contends that the proposed settlement meet all of the requirements for class
24 certification under California Code of Civil Procedure § 382 as demonstrated below, and therefore,
25 the Court may appropriately approve the Class as defined in the Agreement. This Court should
26 conditionally certify the Class for settlement purposes only, defined as follows:

27 All individuals who worked for Defendant in California as non-exempt employees at
28 any time during the Class Period.

1 (Agreement at ¶ I(C).)

2 The Class Period is from April 9, 2016 to May 24, 2021. (Agreement at ¶ I(J).)

3 a. **Numerosity** - Here, Plaintiff asserts that the 319 current and former
4 employees that comprise the Class can be identified based on Defendant's records and are
5 sufficiently numerous for class certification.

6 b. **Common Issues Predominate** - Here, Plaintiff contends that common
7 questions of law and fact are present, and specifically the common questions of whether the
8 Defendant failed to provide meal and rest periods, whether class members worked off the clock,
9 whether Defendant's rounding complied with the law, whether Defendant was required to provide
10 expense reimbursement, and whether Class Members are entitled to damages and penalties as a
11 result of these practices.

12 c. **Typicality** - In this case, Plaintiff contend that there can be little doubt that
13 the typicality requirement is satisfied. The Plaintiff, like every other member of the Class, worked
14 for Defendant as non-exempt employees during the Class Period. Plaintiff contends that, like every
15 other member of the Class, she were subject to the same practices and policies of Defendant and are
16 subject to the same defenses. Thus, Plaintiff asserts that the claims of the Plaintiff and the Class
17 Members arise from the same course of conduct by the Defendants, involve the same employment
18 policies and practices of Defendant, and are based on the same legal theories.

19 d. **Adequacy** - Plaintiff contends that the Class Members are adequately
20 represented here because Plaintiff and representing counsel (a) do not have any conflicts of interest
21 with other class members, and (b) will prosecute the case vigorously on behalf of the class This
22 requirement is met here. First, Plaintiff is well aware of her duties as the representative of the Class
23 and have actively participated in the prosecution of this case to date. She effectively communicated
24 with counsel, provided documents to counsel and participated in the investigation and negotiations
25 in the Action. Second, Plaintiff retained competent counsel who are experienced in employment
26 class actions and who have no conflicts. Third, there is no antagonism between the interests of the
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1 Plaintiff and those of the Class. Both the Plaintiff and the Class Members seek monetary relief
2 under the same set of facts and legal theories.

3 31. Class Counsel is experienced in prosecuting class action lawsuits and can
4 competently represent the Class. Other lawyers at my firm and I have extensive class litigation
5 experience. We have handled a number of class actions and complex cases and have acted both as
6 counsel and as lead and co-lead counsel in a variety of these matters. We have successfully
7 prosecuted and obtained significant recoveries in numerous class action lawsuits and other lawsuits
8 involving complex issues of law and fact. My firm is particularly experienced in wage and hour
9 employment law class actions, including claims for misclassification, overtime, expense
10 reimbursement, unlawful deduction of wages, and missed rest and meal periods. Class Counsel has
11 been involved as class counsel in over hundreds of wage and hour class actions. Class Counsel has
12 been found to be adequate counsel by the courts throughout California. We have been approved as
13 experienced class counsel by both state and federal courts in California in contested class
14 certification proceedings. A true and correct copy of the resume of my firm is attached hereto as
15 Exhibit #2. Thus, the adequacy requirement is satisfied.

16 32. The Class Notice, drafted jointly and agreed upon by the Parties through their
17 respective counsel and to be approved by the Court, includes all relevant information. (See Exhibit
18 “A” to the Agreement.) The Class Notice will include, among other information: (i) information
19 regarding the Action; (ii) the impact on the rights of the Class Members if they do not opt out; (iii)
20 information to the Class Members regarding how to opt out and how to object to the Settlement;
21 (iv) the estimated Settlement Share for each of the Class Members; (iii) the amount of attorneys’
22 fees and expenses to be sought; (v) the amount of the Plaintiff’s service award request; and (vi) the
23 anticipated expenses of the Settlement Administrator. The Class Notice will state that the Class
24 Members shall have forty-five (45) days from the date that the Notice is mailed to them to request
25 exclusion (opt-out) or to submit an objection. (Agreement at ¶ III(E)(3).) Class Members shall be
26 given the opportunity to object to the Settlement and/or requests for attorneys’ fees and expenses
27 and to appear at the Final Approval Hearing. (Agreement at ¶ III(E)(3).) Class Members who do
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1 not submit a timely and proper request to opt-out will automatically receive a payment of their
2 Settlement Share. This notice program was designed to meaningfully reach the Class Members and
3 it advises them of all pertinent information concerning the Settlement. The mailing and
4 distribution of the Class Notice satisfies the requirements of due process, and is the best notice
5 practicable under the circumstances and constitutes due and sufficient notice to all persons entitled
6 thereto.

7
8 33. The PAGA Claim -

9 a. **Approval of PAGA Settlements.** The decision in *O'Connor v. Uber*, 201
10 F.Supp.3d 1110, 1133 (N.D. Cal. 2016), and the LWDA's Response therein is illustrative. The
11 LWDA first states that "when viewing the monetary relief allocated to PAGA claims under a
12 settlement, the LWDA recognizes that the PAGA sum need not necessarily be viewed through the
13 same lens as the relief obtained by absent class members on other claims (i.e., the percentage of
14 recovery-to-exposure on the PAGA claims need not necessarily equal the percentage of recovery on
15 the other claims)." (LWDA Response at p.3). The LWDA also indicated that the payment of
16 money to the aggrieved employees furthers the purposes of PAGA and that the Court considers that
17 primary consideration. "The LWDA recognizes that this Court does not review the PAGA
18 allocation in isolation, but rather reviews the settlement as a whole, to determine whether it is
19 fundamentally fair, reasonable and adequate, with primary consideration for the interests of absent
20 class members." (LWDA Response at p.4).

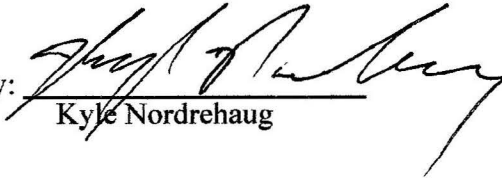
21 b. **Valuation of the PAGA Claim.** For mediation, Plaintiff's calculated
22 the value of the alleged PAGA claim for civil penalties to be \$648,200 for the 6,482 pay periods in
23 the PAGA Period. This valuation assumed that PAGA civil penalties would be awarded at the
24 maximum rate of \$100 per pay period. The PAGA allocation in the Settlement is the amount of
25 \$20,000. This allocation is justified by several important considerations. First, the PAGA claim
26 was subject to the same risks as the underlying class claims. Second, Defendant asserted additional
27 defenses to the PAGA claim, not only as to liability but also as to the amount of the penalties.

1 Defendant could also argue that no penalties prior to the PAGA notification should be awarded, and
2 I am aware of one Court which so ruled. These additional defenses present a risk to the PAGA
3 claim and the potential that some or all of the PAGA penalties sought may not be awarded. Third,
4 in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the court affirmed a judgment which
5 only provided for a PAGA penalty of \$5 per violation. Therefore, at trial, any PAGA penalties
6 awarded could be significantly less than Plaintiff's calculation even if Plaintiff prevailed on the
7 PAGA claim. Even if we assume that violations for all 6,482 pay periods were established, using
8 the valuation from *Carrington* results in a more realistic recovery of \$32,410 under PAGA. This
9 means that the \$20,000 PAGA allocation is more than 60% of this potential recovery.

10 c. **Similar PAGA Settlements.** In reaching the settlement of the PAGA claim,
11 Class Counsel was also aware of what allocations other Courts have approved for similar PAGA
12 settlements as compared to the total settlement amount. A settlement that allocates approximately
13 2% of the total settlement value to resolve PAGA claims is also supported by what has been
14 approved in other wage-and-hour class settlements. Indeed, Courts typically approve PAGA
15 settlement amounts in the range of between 0.3 to 1.7 percent of the total settlement. See *Davis v.*
16 *Brown Shoe Co.*, 2015 U.S. Dist. LEXIS 149010 (E.D. Cal. 2015) (PAGA Payment of \$5,000 in a
17 \$1.5 million class settlement); *Zamora v. Ryder Integrated Logistics, Inc.*, 2014 U.S. Dist. LEXIS
18 184096 (S.D. Cal. 2014) (\$7,500 payment to LWDA for PAGA on a \$1.5 million class settlement);
19 *Lusby v. Gamestop Inc.*, 2015 U.S. Dist. LEXIS 42637 (N.D. Cal. 2015) (PAGA Payment of \$5,000
20 in a \$500,000 class settlement); *Cruz v. Sky Chefs, Inc.*, 2014 U.S. Dist Lexis 17693 (N.D. Cal.
21 2014) (approving payment of \$10,000 to the LWDA for PAGA out of \$1,750,000 class settlement);
22 *Chu v. Wells Fargo Investments, LLC*, 2011 WL 672645, *1 (N.D. Cal. 2011) (approving PAGA
23 payment of \$7,500 to the LWDA out of \$6.9 million common-fund settlement); *Franco v. Ruiz*
24 *Food Products, Inc.*, 2012 WL 5941801, *13 (E.D. Cal. 2012) (approving PAGA payment of \$7,500
25 to the LWDA out of \$2.5 million common-fund settlement); *Hopson v. Hanesbrands Inc.*, 2009 WL
26 928133, *9 (N.D. Cal. 2009) (approving PAGA allocation that was .49% of \$408,420.32 gross
27 settlement); *Garcia v. Gordon Trucking, Inc.*, 10-cv-00324-AWI-SKO, Dkt. 149-3, 165 (E.D. Cal.)
28

(approving a class settlement of \$3,700,000, with \$10,000 allocated to the PAGA claim); *McKenzie v. Federal Express Corp.*, CV 10-02420 GAF (PLAx), Dkt. 139 & 141 (C.D. Cal.) (court approved a settlement in an amount of \$8.25 million, with \$82,500 allotted to the PAGA claim); *DeStefan v Frito-Lay*, 8:10-cv-00112-DOC (C.D. Cal.) (court approved a class settlement of \$2 million, with \$10,000 allocated to PAGA); *Martino v. Ecolab Inc.*, No. 3:14CV04358 (N.D. Cal. 2017) (\$100,000 allotted as PAGA penalties or 0.48% of \$21,000,000 settlement amount); *East v. Comprehensive Educational Services Inc.*, Fresno Superior Court Case No. 11-CECG-04226 (2015) (\$10,000 allotted as PAGA penalties or 0.13% of \$7,595,846 settlement amount); *Bararsani v. Coldwell Banker Residential Brokerage Company*, Los Angeles Superior Court Case No. BC495767 (2016) (\$10,000 allotted as PAGA penalties or 0.22% of \$4,500,000 settlement amount); *Moppin v. Los Robles Medical Center*, No. 5:15CV01551 (C.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.40% of \$3,775,000 settlement amount); *Scott-George v. PVH Corporation*. No., 2:13CV00441 (E.D. Cal. 2017) (\$15,000 allotted as PAGA penalties or 0.46% of \$3,250,000 settlement amount); *Nehrlich v. RPM Mortgage Inc.*, Orange County Superior Court Case No. 30-2013-00666783-CU-OE-CXC (2017) (\$10,000 allotted as PAGA penalties or 0.40% of \$2,500,000 settlement amount); *Rubio v. KTI Incorporated*, San Bernardino Superior Court Case No. CIVDS-14-06132 (2015) (\$1,000 allotted as PAGA penalties or 0.18% of \$550,000 settlement amount); *Gray v. Mountain View Child Care Inc.*, San Bernardino Superior Court Case No. CIVDS-14-02285 (2016) (\$2,500 allotted as PAGA penalties or 0.37% of \$675,000 settlement amount); *Perez v. West Coast Liquidators Inc. d/b/a Big Lots*, San Bernardino Superior Court Case No. CIVDS-14-17863 (2016) (\$3,000 allotted as PAGA penalties or 0.33% of \$900,000 settlement amount); *Penaloza vs. PPG Industries Inc.*, Los Angeles Superior Court No. BC471369 (2013) (\$5,000 allotted as PAGA penalties or 0.38% of \$1,300,000 settlement amount); *Mejia v. DHL Express (USA) Inc.*, No. 2:15CV00890 (C.D. Cal. 2017) (\$5,000 allotted as PAGA penalties or 0.34% of \$1,450,000 settlement amount).

1 I declare under penalty of perjury under the laws of the State of California that the foregoing
2 is true and correct. Executed this 27th day of May, 2021, at La Jolla, California.

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4 By: 
5 Kyle Nordrehaug
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CLASS ACTION SETTLEMENT AGREEMENT

This Class Action Settlement Agreement (“Agreement”) is made by and between plaintiff Leslie Senoren (“Plaintiff”) and defendant Air Canada (“Defendant”). Plaintiff and Defendant collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

In addition to other terms defined in this Agreement, the terms below have the following meaning in this Agreement:

- A. “Action” means the Class Action Complaint that was filed in California state court and any amendments thereto, which is captioned *Senoren v. Air Canada Corporation*, Case No. 20STCV13942, pending in Superior Court of the State of California, County of Los Angeles.
- B. “Aggrieved Employees” means all individuals who worked for Defendant in California as non-exempt employees at any time during the PAGA Period.
- C. “Class” means all individuals who worked for Defendant in California as non-exempt employees at any time during the Class Period. Each individual member of the Class shall be referred to “Class Member.”
- D. “Class Counsel” means Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik of Blumenthal Nordrehaug Bhowmik De Blouw LLP.
- E. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts to be paid to Class Counsel for fees and expenses, respectively, as approved by the Court, to compensate Class Counsel for their legal work in connection with the Action, including their pre-filing investigation, their filing of the Action, all related litigation activities, all Settlement work, all post-Settlement compliance procedures, and related litigation expenses billed in connection with the Action.
- F. “Class Data” means, for each Class Member, his or her name; last-known mailing address and phone number; Social Security number; his or her employee identification number;; and his or her dates of employment and/or weeks worked during the Class Period as a Class Member and pay periods worked during the PAGA Period.
- G. “Class Member” is a member of the Class.
- H. “Class Notice” means the Notice of Proposed Settlement of Class Action and Hearing Date for Final Court Approval substantively in the form attached hereto as Exhibit A to this Agreement and incorporated by reference into this Agreement.

- I. “Class Notice Packet” means the Class Notice to be provided to the Class Members by the Settlement Administrator in the form set forth as Exhibit A to this Agreement (other than formatting changes to facilitate printing by the Settlement Administrator).
- J. “Class Period” means the period of time from April 09, 2016 to the earlier of preliminary approval or May 24, 2021.
- K. “Class Representative Service Payment” means the service payment made to Plaintiff in her capacity as Class Representative in order to compensate her for initiating the Action, performing work in support of the Action, undertaking the risk of liability for Defendant’s expenses in the event Plaintiff was unsuccessful in the prosecution of the Action, and for the general release of all claims by the Plaintiff.
- L. “Court” means the Superior Court of California, County of Los Angeles.
- M. “Defendant” means Air Canada.
- N. “Defendant’s Counsel” means Robert S. Blumberg of Littler Mendelson P.C.
- O. “Effective Date” means the date by which all of the following have occurred:
1. This Agreement is approved by the Court; and
 2. The Judgment becomes Final as defined in Section I(Q) of this Agreement.
- P. “Election Not to Participate in Settlement” means the written request by a Class Member to exclude himself or herself from the Settlement submitted in accordance with the instructions in the Class Notice.
- Q. “Final” means the last of the following dates, as applicable:
1. If no objection to the Settlement is made, the date the Judgment is entered, plus thirty (30) days or January 31, 2022, whichever is later.
 2. If an objection to the Settlement is made and Judgment is entered, but no appeal is filed, the last date on which a notice of appeal from the Judgment may be filed and none is filed, plus fifteen (15) days or January 31, 2022, whichever is later.
 3. If Judgment is entered and a timely appeal from the Judgment is filed, the date the Judgment is affirmed and is no longer subject to appeal, plus fifteen (15) days.
- R. “Final Approval Hearing” means the hearing to be conducted by the Court to determine whether to approve finally and implement the terms of this Agreement and enter the Judgment.

- S. “Gross Settlement Amount” means Nine Hundred Thousand Dollars (\$900,000) to be paid by Defendant as provided by this Agreement. This Gross Settlement Amount is an all-in amount without any reversion to Defendant and shall be inclusive of all payments of Settlement Shares to the Participating Class Members, Settlement Administration Expenses, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the PAGA Payment, and excluding any employer payroll taxes, if any, due on the portion of the Settlement Shares allocated to wages which shall not be paid from the Gross Settlement and shall be the separate additional obligation of Defendant. The Gross Settlement Amount is all in with no reversion to Defendant and shall be paid without the need to submit a claim form.
- T. “Judgment” means the Final Approval Order and Judgment entered by the Court substantially in the forms attached hereto as Exhibit C to this Agreement and incorporated by reference into this Agreement.
- U. “Net Settlement Amount” means the Gross Settlement Amount less the Court-approved amounts for the Class Representative Service Payment, the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the PAGA Payment, and the Settlement Administration Expenses.
- V. “Non-Participating Class Member” means a Class Member who submits a valid and timely Election Not to Participate in Settlement.
- W. “PAGA Period” means the period of time from April 09, 2019 to the earlier of preliminary approval or May 24, 2021.
- X. “Participating Class Member” means a Class Member who does not submit a valid and timely Election Not to Participate in Settlement.
- Y. “Preliminary Approval of the Settlement” means the Court’s Order Granting Preliminary Approval of the Settlement substantially in the form attached hereto as Exhibit B to this Agreement and incorporated by this reference herein.
- Z. “Released Parties” collectively mean: Defendant, Defendant’s respective past, present and future parents, subsidiaries, corporations, divisions, and successors and assigns, and the past, present and future shareholders, managers, officers, partners, members, directors, agents, employees, attorneys, insurers, predecessors, successors and assigns of Defendant.
- AA. “Settlement” means the disposition of the Action and all related claims effectuated by this Agreement.
- BB. “Settlement Administrator” means the third party administrator proposed by the Parties, as approved by the Court.
- CC. “Settlement Share” means each Participating Class Member’s share of the Net Settlement Amount as provided by this Agreement.

II. RECITALS

- A. On April 09, 2020, Plaintiff filed a Complaint against Defendant in the Superior Court of the State of California, County of Los Angeles. Plaintiff asserted claims that Defendant:
1. Violated California Business and Professions Code § 17200 *et seq.*;
 2. Failed to pay minimum wages in violation of California Labor Code §§ 1194, 1197, and 1197.1;
 3. Failed to pay overtime wages in violation of California Labor Code § 510, *et seq.*;
 4. Failed to provide required meal periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 5. Failed to provide required rest periods in violation of California Labor Code §§ 226.7 & 512 and the applicable IWC Wage Order;
 6. Failed to timely pay earned wages in violation of California Labor Code § 204(d);
 7. Failed to reimburse employees for required expenses in violation of California Labor Code § 2802.
 8. Failed to provide accurate itemized wage statements in violation of California Labor Code § 226; and,
 9. Failed to provide wages when due in violation of California Labor Code §§ 201, 202 and 203; and,
 10. Violated the Private Attorney General Act, Cal. Labor Code §§ 2698, *et seq.* (“PAGA”).
- B. On June 30, 2020, Defendant filed a Notice of Appearance in the Action.
- C. On February 18, 2021, the Parties participated in an all-day mediation presided over by Mark S. Rudy, a respected mediator of wage and hour representative and class actions. Following the mediation, each side, represented by its respective counsel, were able to agree to settle the Action which was memorialized in the form of a Memorandum of Understanding. This Agreement replaces and supersedes the Memorandum of Understanding and any other agreements, understandings, or representations between the Parties
- D. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission by Defendant that the claims in the Action of Plaintiff or the Class have merit or that Defendant bears any liability to Plaintiff or the Class on those claims or any other claims, or as an admission by Plaintiff that Defendant’s defenses in

the Action have merit. The Parties agree to certification of the Class for purposes of this Settlement only. If for any reason the settlement does not become effective, Defendant reserves the right to contest certification of any class for any reason and reserves all available defenses to the claims in the Action.

Based on these Recitals that are a part of this Agreement, the Parties agree as follows:

III. SETTLEMENT TERMS AND CONDITIONS

- A. **Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Gross Settlement Amount that Defendant will pay under this Settlement is Nine Hundred Thousand Dollars (\$900,000). This amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages which shall be separately paid by Defendant to the Settlement Administrator. All of the Gross Settlement Amount will be disbursed pursuant to this Agreement without the need to submit a claim form and none of the Gross Settlement Amount will revert to Defendant.
- B. **Payments from the Gross Settlement Amount.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will make the following payments out of the Gross Settlement Amount:
 - 1. **To Plaintiff:** In addition to the Settlement Shares to be paid to Plaintiff, Plaintiff will apply to the Court for an award of not more than \$10,000 as a Class Representative Service Payment. Defendant will not oppose Class Representative Service Payment of no more than \$10,000 for Plaintiff. The Settlement Administrator will pay the Class Representative Service Payment approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Representative Service Payment of less than \$10,000 for the Plaintiff, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions will not be taken from the Class Representative Service Payment and instead a Form 1099 will be issued to the Plaintiff with respect to the payments who will assume full responsibility and liability for the taxes due on their Class Representative Service Payment. To receive the payment, the Plaintiff agrees to a 1542 waiver and a general release of all claims as set forth below.
 - 2. **To Class Counsel:** Class Counsel will apply to the Court for an award of not more than One-Third of the Gross Settlement Amount, which is presently \$300,000, as their Class Counsel Fees Payment and an amount not more than \$20,000 for all expenses incurred as documented in Class Counsel's billing records as their Class Counsel Litigation Expenses Payment. Defendant will not oppose their request for a Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment consistent with this Agreement and approved by the Court. The Settlement Administrator will pay the amounts approved by the Court out of the Gross Settlement Amount. If the Court approves a Class Counsel Fees

Payment or a Class Counsel Litigation Expenses Payment of less than these amounts, which are presently \$300,000, and \$20,000 respectively, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. Payroll tax withholding and deductions, if any, will not be taken from the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment and instead one or more Forms 1099 will be issued to Class Counsel with respect to those payments. The payment of the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment shall be made to Class Counsel.

3. **The PAGA Payment.** The Parties will seek approval from the Court for the PAGA Payment of \$20,000 out of the Gross Settlement Amount, which shall be allocated 75% (\$15,000) to the LWDA as the LWDA's share of the settlement of civil penalties paid under this Agreement pursuant to the PAGA and 25% (\$5,000) will be distributed to the Aggrieved Employees based on their respective weeks worked during the PAGA Period. If the Court approves a PAGA Payment of less than \$20,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members. All Aggrieved Employees will be sent their share of the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth below, whether or not they opt out of the Settlement. One hundred percent (100%) of the PAGA Payment is in settlement of claims for penalties and not be subject to wage withholdings, and shall be reported on IRS Form 1099.
4. **To the Settlement Administrator.** The Settlement Administrator will pay out of the Gross Settlement Amount to itself its reasonable fees and expenses that are documented and approved by the Court in an amount not to exceed \$10,000 ("Settlement Administration Expenses"). To the extent the Settlement Administration Expenses that are documented and approved by the Court are less than \$10,000, the remainder will be retained in the Net Settlement Amount for distribution to Participating Class Members.

C. **Payments From the Net Settlement Amount.** The Net Settlement Amount shall include the following payments after the deductions have been made from the Gross Settlement Amount as described in this Agreement. The Net Settlement Amount shall include the following:

1. **Settlement Share.** Subject to the terms and conditions of this Agreement, the Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The submission of a claim form is not required to be paid.
2. **Calculation.** Each Participating Class Member will be entitled, provisionally, to a share or shares of the Net Settlement Amount. The Settlement Share for each Participating Class Member will be calculated as follows: (i) Defendant shall provide the Settlement Administrator with the dates of employment for all Participating Class Members during the

Class Period; (ii) the Settlement Administrator shall then divide the Net Settlement Amount by the total number of weeks included in the dates of employment to determine a dollar amount per week (“Weekly Rate”); and (iii) the Settlement Administrator shall then take the number of weeks worked by each Participating Class Member and multiply it by the Weekly Rate to calculate their Settlement Share.

3. **Withholding.**

- a. Subject to approval by the Court, One-Third of each Participating Class Member’s Settlement Share is in settlement of wage claims (the “Wage Portion”). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2 and shall be paid for from the Gross Settlement Amount. The Settlement Administrator shall be responsible for remitting to the tax authorities employees’ and employer’s share of all payroll taxes on the Wage Portion.
- b. Subject to approval by the Court, One-Third of each Participating Class Member’s Settlement Share is in settlement of claims for interest and One-Third of each Participating Class Member’s Settlement Share is in settlement of claims for penalties allegedly due to employees (collectively the “Non-Wage Portion”). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099.
- c. The Participating Class Members agree to hold harmless Defendant, Class Counsel, and Defendant’s Counsel for any tax liability, including penalties and interest, arising out of or relating to the Participating Class Members’ failure to pay taxes on any amounts paid pursuant to this Settlement.

4. **Effect of Non-Participating Class Members.** Non-Participating Class Members will receive no Settlement Share, and their Election Not to Participate in Settlement will reduce neither the Gross Settlement Amount nor the Net Settlement Amount. Their respective Settlement Shares will remain a part of the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis relative to their Settlement Shares.

5. **Class Size Modification.** Defendant has represented that the class consists of an estimated total of 319 Class Members who worked 16,321 pay periods during the Class Period through December 31, 2020. In regard hereto, Defendant will provide a declaration under oath prior to the filing of the motion for preliminary approval as to the number of Class Members and pay periods during the Class Period and during the period April 9, 2021 through December 31, 2020. If the number of pay periods during the period April 9, 2021 through December 31, 2020 is more than 5% greater than this figure or exceeds a total of 17,138 pay periods, Defendant will

have the option to increase the Gross Settlement Amount by a proportionate additional amount for each additional workweek above 17,138 pay periods or, if Defendant declines to exercise this option, the Release end date will be moved back to only cover the Class and PAGA Periods during which no more than 17,138 pay periods were worked by the Class Members after excluding the pay periods between January 1, 2021 and May 24, 2021.

- D. **Appointment of Settlement Administrator.** After obtaining a quote from mutually acceptable and qualified settlement administrators, the Parties have mutually agreed to ask the Court to appoint Simpluris as the qualified administrator, to serve as the Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation. The Settlement Administrator's duties will include preparing, printing, and mailing the Class Notice Packet to all Class Members; conducting a National Change of Address search to update Class Member addresses before mailing the Class Notice Packets; re-mailing Class Notice Packets that are returned to the Class Member's new address; setting up a toll-free telephone number to receive calls from Class Members; receiving and reviewing for validity completed Elections Not to Participate in Settlement; providing the Parties with weekly status reports about the delivery of Class Notice Packets and receipt of completed Elections Not to Participate in Settlement; calculating Settlement Shares; issuing the checks to effectuate the payments due under the Settlement; issuing the tax reports required under this Settlement; and otherwise administering the Settlement pursuant to this Agreement. The Settlement Administrator will have the authority to resolve all disputes concerning the calculation of a Participating Class Member's Settlement Share, subject to the dollar limitations and calculations set forth in this Agreement. The Settlement Administration Expenses, including the cost of printing and mailing the Class Notice Packet, will be paid out of the Gross Settlement Amount.

The Settlement Administrator shall have its own Employer Identification Number under Internal Revenue Service Form W-9 and shall use its own Employer Identification Number in calculating payroll withholdings for taxes and shall transmit the required employers' and employees' share of the withholdings to the appropriate state and federal tax authorities. The Settlement Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

- E. **Procedure for Approving Settlement.**

1. **Motion for Preliminary Approval of Settlement by the Court.**

- a. After Execution of this Settlement Agreement, Plaintiff will file a Preliminary Approval Motion with the Court for an order giving Preliminary Approval of the Settlement, setting a date for the Final Approval Hearing, and approving the Class Notice (the "Motion for Preliminary Approval"). Any disagreement among the Parties concerning the Class Notice, the proposed orders, or other

documents necessary to implement the Settlement will be referred to the mediator for resolution.

- b. At the hearing on the Motion for Preliminary Approval, the Parties will jointly appear, support the granting of the motion, and submit an Order Granting Preliminary Approval of the Settlement substantially in the form evidenced by Exhibit B to this Agreement and incorporated by reference into this Agreement.
- c. Should the Court decline to preliminarily approve material aspects of the Settlement (including but not limited to the scope of release to be granted by Participating Class Members or the binding effect of the Settlement on Participating Class Members), the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval.

2. **Notice to Class Members.** After the Court enters an Order Granting Preliminary Approval of the Settlement, every Class Member will be sent the Class Notice Packet (which will include the Class Notice completed to reflect the Order Granting Preliminary Approval of the Settlement and showing the Class Member's Settlement Share) as follows:

- a. No later than 14 days after the Court enters an Order Granting Preliminary Approval of the Settlement, Defendant will provide to the Settlement Administrator an electronic database containing each Class Member's Class Data. If any or all of the Class Data is unavailable to Defendant, Defendant will so inform Class Counsel and the Parties will make their best efforts to reconstruct or otherwise agree upon the Class Data prior to when it must be submitted to the Settlement Administrator. This information will otherwise remain confidential and will not be disclosed to anyone, except as required to applicable taxing authorities, in order to carry out the reasonable efforts described in section III.E.2.c., or pursuant to Defendant's express written authorization or by order of the Court. All Class Data will be used for settlement notification and settlement administration and shall not be used for any other purpose by Class Counsel. This provision shall not be construed to impede Class Counsel's ability to discharge their fiduciary duties to the Class, and if additional disclosures are necessary, Class Counsel will obtain written authorization of Defendant and/or an order from the Court.
- b. The Settlement Administrator shall update the Class Data using the National Change of Address database prior to mailing the Class Notice Packets. Using best efforts to mail it as soon as possible, and in no event later than 14 days after receiving the Class Data, the Settlement Administrator will mail the Class Notice Packets to all Class Members via first-class regular U.S. Mail using the

mailing address information provided by Defendant, unless modified by any updated address information that the Settlement Administrator obtains in the course of administration of the Settlement.

- c. If a Class Notice Packet is returned because of an incorrect address, the Settlement Administrator will promptly, and not longer than fourteen (14) days from receipt of the returned packet, search for a more current address for the Class Member and re-mail the Class Notice Packet to the Class Member. The Settlement Administrator will use the Class Data and otherwise work with Defendant to find a more current address. The Settlement Administrator will be responsible for taking reasonable steps, consistent with its agreed-upon job parameters, Court orders, and fee, as agreed to with Class Counsel and according to the following deadlines, to trace the mailing address of any Class Member for whom a Class Notice Packet is returned by the U.S. Postal Service as undeliverable. These reasonable steps shall include, at a minimum, the tracking of all undelivered mail; performing address searches for all mail returned without a forwarding address using available email addresses, phone numbers, social security numbers, credit reports, LinkedIn, and Facebook; and promptly re-mailing to Class Members for whom new addresses are found. If the Class Notice Packet is re-mailed, the response date for written objections, disputes and opt-outs will be extended an additional 15 days, and the Settlement Administrator will note for its own records and notify Class Counsel and Defendant's Counsel of the date and address of each such re-mailing as part of a weekly status report provided to the Parties.
- d. As part of its weekly status report, the Settlement Administrator will inform Class Counsel and Defendant's Counsel of the number of Elections Not to Participate in Settlement it receives (including the numbers of valid and deficient), and number of objections received.
- e. Not later than 10 days before the date by which the Plaintiff files the motion for final approval of the Settlement, the Settlement Administrator will provide the Parties for filing with the Court a declaration of due diligence setting forth its compliance with its obligations under this Agreement and detailing the Elections Not to Participate in Settlement it received (including the numbers of valid and deficient Elections) and objections received. Prior to the Final Approval Hearing, the Settlement Administrator will supplement its declaration of due diligence if any material changes occur from the date of the filing of its prior declaration.

3. **Objections to Settlement; Disputes as to Dates of Employment allocated to Class Members; Elections Not to Participate in Settlement.** Participating Class Members may submit objections to the Settlement and/or objections to the Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. Class Members may also submit disputes as to workweeks allocated to them and Elections Not to Participate in Settlement pursuant to the following procedures:
- a. **Objections to Settlement.** The Class Notice will provide that only Participating Class Members who wish to object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payment may object to the proposed Settlement, either in writing or orally at the Final Approval Hearing. Objections in writing must be submitted to the Settlement Administrator, postmarked not later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets. Written objections must set forth the grounds for the objection(s) and comply with the instructions in the Class Notice. If a Class Notice Packet is re-mailed, the response date for written objections will be extended an additional 15 days. Alternatively, Class Members shall be entitled to be heard at the Final Approval Hearing (whether individually or through separate counsel) to orally object to the Settlement, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payment. Non-Participating Class Members shall have no ability to comment on or object to the Settlement.
 - b. **Disputes as to Dates of Employment.** Each Class Member shall also have forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets in which to dispute the dates of employment the Class Notice allocates to them during the Class Period. Any notice of dispute shall be directed to the Settlement Administrator. Any dispute as to this allocation shall be resolved by the Settlement Administrator, with input and assistance from Defendant's Counsel, where applicable. If a Class Notice Packet is re-mailed, the response date for disputes will be extended an additional 15 days.
 - c. **Election Not to Participate in Settlement.** The Class Notice also will provide that Class Members who wish to exclude themselves from the Settlement must mail to the Settlement Administrator postmarked not later than forty-five (45) calendar days after the Settlement Administrator mails the Class Notice Packets, a signed Election Not to Participate in Settlement. If a Class Notice Packet is re-mailed, the response date for opt-outs will be extended an additional 15 days. To be valid, an Election Not to Participate in Settlement must be timely and must comply with the instructions

in the Class Notice. If a question is raised about the authenticity of a signed Election Not to Participate in Settlement, the Settlement Administrator will have the right to demand additional proof of the Class Member's identity. A Non-Participating Class Member will not participate in or be bound by the Settlement and the Judgment, except that an Aggrieved Employee will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless of their request for exclusion. Defendant will remain free to contest any claim brought by any Class Member that would have been barred by this Agreement, and nothing in this Agreement will constitute or be construed as a waiver of any defense Defendant has or could assert against such a claim. A Class Member who does not complete and mail a timely Election Not to Participate in Settlement in the manner and by the deadline specified above and in the Class Notice will automatically become a Participating Class Member and will be bound by all terms and conditions of the Settlement, including the Released Class Claims by the Class, if the Settlement is approved by the Court, and by the Judgment, regardless of whether he or she has objected to the Settlement. Persons who submit an Election Not to Participate in Settlement shall not be permitted to file objections to the Settlement or appear at the Final Approval Hearing to voice any objections to the Settlement.

All Participating Class Members who do not submit a valid and timely Election Not to Participate in Settlement will receive a Settlement Share, without the need to file a claim form, and will be bound by all of the terms of the Settlement, including without limitation, the release of the Released Class Claims by the Participating Class Members set forth in this Agreement.

- d. **Report.** Not later than ten (10) calendar days after the deadline for submission of Elections Not to Participate in Settlement, the Settlement Administration will provide Class Counsel and Defendant's Counsel with a complete and accurate list of all Non-Participating Class Members.
4. **Right of Defendant to Reject Settlement.** If the number of Class Members who timely submit valid Elections Not to Participate in Settlement exceeds ten percent (10%) of the Class, by member or workweeks, Defendant, at its sole discretion, shall have the right but not the obligation to revoke the Settlement. Defendant shall exercise its revocation rights, if at all, within fourteen (14) days of the deadline for submission of Elections Not to Participate in Settlement by providing written notice to Class Counsel. If Defendant exercises its revocation rights, the Parties will have no further obligations under the Settlement, including any obligation by Defendant to pay the Gross Settlement Amount, or any amounts that otherwise would have been owed under this

Agreement, except that Settlement Administration Expenses as of the date that Defendant exercises the right to void the Settlement pursuant to this Paragraph will be split by the Parties.

5. **No Solicitation.** The Parties and their respective counsel represent that neither the Parties nor their respective counsel have or will solicit or otherwise encourage directly or indirectly any Class Member to object to the Settlement, appeal from the Judgment, or elect not to participate in the Settlement.
6. **Additional Briefing and Final Approval.**
 - a. Unless otherwise ordered by the Court, Class Counsel will file with the Court their motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment no later than the date Plaintiff files the Motion for Final Approval, and the application will be scheduled to be heard by the Court at the Final Approval Hearing.
 - b. Not later than sixteen (16) court days before the Final Approval Hearing, the Plaintiff will file with the Court a motion for final approval of the Settlement, the PAGA Payment, and payment of the Settlement Administration Expenses.
 - c. If any opposition is filed to the motion for final approval and/or the motion for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the PAGA Payment, then not later than five (5) court days before the Final Approval Hearing, both Parties may file a reply in support of the motion for final approval, and Plaintiff and Class Counsel may also file a reply in support of their motion for the Class Representative Service Payment, the Class Counsel Fees Payments, and the Class Counsel Litigation Expenses Payment.
 - d. If the Court does not grant final approval of the Settlement or grants final approval conditioned on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), then the Parties shall work together in good faith to address any concerns raised by the Court and propose a revised Settlement for the Court's approval. However, an award by the Court of a lesser amount than that sought by Plaintiff and Class Counsel for the PAGA Payment, Class Representative Service Payment, the Class Counsel Fees Payment, or the Class Counsel Litigation Expenses Payment, will not constitute a material modification to the Settlement within the meaning of this paragraph.
 - e. Upon final approval of the Settlement by the Court at or after the Final Approval Hearing, the Parties will present for the Court's

approval and entry the Judgment substantially in the form attached hereto as Exhibit C. After entry of the Judgment, the Court will have continuing jurisdiction over the Action and the Settlement solely for purposes of (i) enforcing this Agreement, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as may be appropriate under court rules or applicable law.

7. **Waiver of Right to Appeal.** Provided that the Judgment is consistent with the terms and conditions of this Agreement, Plaintiff and Participating Class Members who did not timely submit an objection to the Settlement, Defendant, and their respective counsel hereby waive any and all rights to appeal from the Judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as, but not limited to, a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings. If an appeal is taken from the Judgment, the time for consummation of the Settlement (including making payments under the Settlement) will be suspended until such time as the appeal is finally resolved and the Judgment becomes Final.
8. **Vacating, Reversal, or Material Modification of Judgment on Appeal or Review.** If, after a notice of appeal, a petition for review, or a petition for *certiorari*, or any other motion, petition, or application, the reviewing Court vacates, reverses, or modifies the Judgment such that there is a material modification to the Settlement (including, but not limited to, the scope of release to be granted by Participating Class Members), and that Court's decision is not completely reversed and the Judgment is not fully affirmed on review by a higher Court, then the Parties shall work together in good faith to address any concerns raised by the reviewing Court and propose a revised Settlement for the approval of the Court not later than fourteen (14) days after the reviewing Court's decision vacating, reversing, or materially modifying the Judgment becomes Final. A vacation, reversal, or modification of the Court's award of the Class Representative Service Payment or the Class Counsel Fees Payment or Class Counsel Litigation Expenses Payment will not constitute a vacation, reversal, or material modification of the Judgment within the meaning of this paragraph, provided that Defendant's obligation to make payments under this Settlement will remain limited by the Gross Settlement Amount.
9. **Timing of Settlement Funding and Provision of Settlement Shares and Other Payments.** Defendant shall fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. Defendant shall fund the Gross Settlement Amount and the amount necessary to pay Defendant's share of payroll taxes within thirty (30) days of the Effective Date. Within fifteen (15) days after Defendant funds the Gross Settlement

Amount, the Settlement Administrator will make payment of all Settlement Shares to Participating Class Members, as well as payment of Settlement Administration Expenses, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payment and the PAGA Payment in accordance with this Agreement.

10. **Uncashed Settlement Share Checks.** A Participating Class Member/ Aggrieved Employee must cash his or her Settlement Share check/ PAGA check within 180 days after it is mailed to him or her. If a Participating Class Member's Settlement Share check or Aggrieved Employee's PAGA check is not cashed within 120 days after its last mailing to the Participating Class Member/ Aggrieved Employee, the Settlement Administrator will also send the affected Participating Class Member/ Aggrieved Employee a notice informing him or her that unless the check is cashed in the next 60 days, it will expire and become non-negotiable, and offer to replace the check if it was lost or misplaced but not cashed. If the check remains uncashed by the expiration of the 60 day period after this notice, the funds from such uncashed checks will be paid to the California State Controller's Unclaimed Property Fund in the name of the Participating Class Member/ Aggrieved Employee, and the Participating Class Member/ Aggrieved Employee shall remain bound by the Settlement. The Parties agree that this disposition results in no "unpaid residue" within the meaning of California Code of Civil Procedure Section 384, as the entire Net Settlement Amount will be paid out to Participating Class Members/ Aggrieved Employees, whether or not they all cash their Settlement Share checks.
11. **Final Report by Settlement Administrator to Court.** Within ten (10) days after final disbursement of all funds from the Gross Settlement Amount, the Settlement Administrator will provide the Parties with a declaration proving a final report on the disbursements of all funds from the Gross Settlement Amount.

F. Release of Claims.

1. **Participating Class Members.** As of the date the Defendant fully funds the Gross Settlement Amount, Defendant shall receive a release from the Participating Class Members of any and all class claims pled or which could have been pled under state or federal law in the operative complaint based on the factual allegations contained in the operative complaint or any amendments thereto which occurred during the Class Period Including claims for failure to pay wages for all hours worked, failure to pay overtime, failure to provide meal and rest breaks or premium payments related thereto, failure to timely pay wages during employment or upon termination, failure to provide accurate itemized wage statements, failure to reimburse business expenses, and all derivative and related claims including penalties under the Private Attorneys General Act ("PAGA") on

behalf of the Aggrieved Employees, and unfair competition claims based on the aforementioned claims. (“Released Class Claims”).

2. **Aggrieved Employees.** As of the date the Defendant fully funds the Gross Settlement Amount, Defendant shall receive a release from the Aggrieved Employees and the State of California of all PAGA claims for civil penalties alleged in the operative complaint and in the PAGA letters sent by Plaintiff that occurred during the PAGA Period (“Released PAGA Claims”). The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees and the State of California, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class.
3. **Plaintiff.** As of the date the Defendant fully funds the Gross Settlement Amount, Plaintiff generally, releases and discharges the Released Parties from any and all claims, transactions or occurrences between them that occurred during the Class Period (“Plaintiff’s Released Claims”). This release of Plaintiff’s Released Claims releases the Released Parties from any claim that Plaintiff could maintain in any action against any Released Party that occurred during the Class Period. Notwithstanding the foregoing, this waiver and release of claims does not extend to any rights, which as a matter of law cannot be waived and released by private agreement, including rights to sue to enforce this Agreement and rights to vested benefits, unemployment benefits, disability benefits, social security benefits, workers’ compensation benefits and claims outside the Class Period.

Plaintiff acknowledges that she may discover facts or law different from, or in addition to the facts or law that she knows or believes to be true with respect to the claims and matters released by way of this Agreement and agrees, nonetheless, that this Agreement and the releases contained in it shall be and remain effective in all respects, notwithstanding such different or additional facts or the discovery of them. The Parties declare and represent that they intend this Agreement to be complete and not subject to any claim of mistake, and that the releases herein express full and complete releases, and that they intend that the releases herein shall be final and complete.

4. **Plaintiff’s Waiver of Rights Under California Civil Code Section 1542.** As partial consideration for the Class Representative Service Payment, the Plaintiff’s Released Claims shall include all such claims, whether known or unknown by the releasing party. Thus, even if Plaintiff discovers facts and/or claims in addition to or different from those that she now knows or believes to be true with respect to the subject matter of the Plaintiff’s Released Claims, those claims will remain released and forever barred. Therefore, with respect to Plaintiff’s Released Claims, Plaintiff expressly waives and relinquishes the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or released party.

5. **Class Counsel.** As of the date the Defendant fully funds the Gross Settlement Amount, and except as otherwise provided by this Agreement and the Judgment, Class Counsel and any counsel associated with Class Counsel waive any claim to costs and attorneys' fees and expenses against Defendant arising from or related to the Action.
- G. **No Effect on Other Benefits.** The Settlement Shares will not result in any additional benefit payments (such as 401(k), pension or bonus) beyond those provided by this Agreement to Plaintiff or Participating Class Members, and Plaintiff and Participating Class Members will be deemed to have waived all such claims, whether known or unknown by them, as part of their release of claims under this Agreement.
- H. **Limitation on Public Statements About Settlement.** Neither Class Counsel nor Defendant's Counsel shall publicize the Settlement on their website or in advertising/marketing materials, other than filing documents with the Court. Plaintiff and Class Counsel and Defendant and Defendant's Counsel agree that they will not issue any press releases or initiate any contact with the media about the fact, amount, or terms of the Settlement, nor make any disparagement of any type related to the Settlement or Defendant, including releasing the terms of the Settlement, nor encouraging any current or former employee to opt out of the Settlement. If Plaintiff or Class Counsel or Defendant or Defendant's Counsel receives an inquiry about the Settlement from the media, they may respond only after the Motion for Preliminary Approval has been filed and only by confirming the accurate terms of the Settlement. This provision shall not prohibit Class Counsel from communicating with Class Members after preliminary approval is granted for the sole purpose of administering the Settlement. This provision also does not limit Class Counsel from complying with ethical obligations or from posting court-filed documents on their website for viewing by Class Members after preliminary approval. Nothing in this provision shall prevent Defendant or Plaintiffs from making any required disclosures.
- I. **Miscellaneous Terms.**
 1. **No Admission of Liability or Class Certification for Other Purposes.**
 - a. Defendant and the Released Parties deny that they have engaged in any unlawful activity, have failed to comply with the law in any respect, have any liability to anyone under the claims asserted in the Action, or that but for the Settlement a class should be certified in the Action. This Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of

liability or wrongdoing by Defendant or the Released Parties, or an admission by Plaintiff that any of the claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiff and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with effectuating the Settlement pursuant to this Agreement). Nothing in this Agreement shall be construed as an admission by Defendant of any liability or wrongdoing as to Plaintiff, Class Members, or any other person, and Defendant specifically disclaim any such liability or wrongdoing. Moreover, it is not, and it should not be construed as, any admission of fact or law in this matter or any other matter that a class action is appropriate. The Parties have entered into this settlement with the intention of avoiding further disputes and litigation with the attendant inconvenience, expenses and risks. Nothing in this Agreement shall be construed as an admission by Plaintiff that Plaintiff's claims do not have merit or that class action is inappropriate.

- b. Whether or not the Judgment becomes Final, neither the Settlement, this Agreement, any document, statement, proceeding or conduct related to the Settlement or the Agreement, nor any reports or accounting of those matters, will be (i) construed as, offered or admitted in evidence as, received as, or deemed to be evidence for any purpose adverse to Plaintiff or Defendant or any of the Released Parties, including, but not limited to, evidence of a presumption, concession, indication or admission by any of the Released Parties of any liability, fault, wrongdoing, omission, concession or damage; or (ii) disclosed, referred to or offered in evidence against any of the Released Parties, in any further proceeding in the Action, or any other civil, criminal or administrative action or proceeding except for purposes of effectuating the Settlement pursuant to this Agreement.
- c. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may only be admitted in evidence and otherwise used in any and all proceedings for the limited purpose of enforcing any or all terms of this Agreement or defending any claims released or barred by this Agreement.

- 2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the Settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or

its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.

3. **Attorney Authorization.** Class Counsel and Defendant's Counsel warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents required to effectuate the terms of this Agreement including any amendments to this Agreement. The Parties and their counsel will cooperate with each other and use their best efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach agreement on the form or content of any document needed to implement the Agreement, or on any supplemental provisions that may become necessary to effectuate the terms of this Agreement, the Parties will seek the assistance of the mediator for resolution.
4. **No Prior Assignments:** The Parties represent, covenant and warrant that they have not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged in this Settlement.
5. **No Tax Advice:** Neither Class Counsel nor Defendant's Counsel intend anything contained in this Settlement to constitute advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
6. **Modification of Agreement.** Except as set forth in section III.I.3 hereinabove this Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives.
7. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
8. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California.
9. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
10. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and have arrived at this Agreement through arms-

length negotiations, taking into account all relevant factors, current and potential.

11. **Use and Return of Documents and Data.** All originals, copies, and summaries of documents and data provided to Class Counsel by Defendant in connection with the mediation or other settlement negotiations in this matter may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule. Within thirty days after the Judgment becomes Final, Class Counsel will return or destroy and confirm in writing to Defendant the destruction of all such documents and data.
12. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
13. **Notice.** All notices, demands or other communications given under this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, addressed as follows:

To Plaintiff and the Class:

Norman B. Blumenthal
Kyle R. Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel.: (858) 551-1223
Fax: (858) 551-1232
E-Mail: norm@bamlawca.com
kyle@bamlawca.com

To Defendant:

LITTLER MENDELSON, P.C.
Robert S. Blumberg
633 West 5th Street
63rd Floor
Los Angeles, CA 90071
Telephone: 213.443.4300
Fax No.: 213.443.4299
Email: RBlumberg@littler.com

14. **Execution in Counterparts.** This Agreement may be executed in one or more counterparts by facsimile, electronically or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same

instrument provided that counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

15. **Stay of Litigation.** The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process from the mediation with the Mark S. Rudy on February 18, 2021 until the earlier of the Effective Date or the date this Agreement shall not longer be of any force or effect.
16. **Continuing Jurisdiction.** The Court shall retain continuing jurisdiction over the Action under CCP section 664.6 to ensure the continuing implementation of this Agreement and enforcement of the Settlement until performance in full of the terms of this Settlement.

IV. EXECUTION BY PARTIES AND COUNSEL

The Parties and their counsel hereby execute this Agreement.

Dated: Apr 22, 2021

Leslie Senoren
Leslie Senoren (Apr 22, 2021 12:55 MDT)
Plaintiff Leslie Senoren

Dated: 4/23/2021

Robert Alan Read
Robert Alan Read [name]
For Defendant Air Canada

Dated: 4/22/21

Norman Blumenthal
Norman Blumenthal
Blumenthal Nordrehaug Bhowmik De Blouw LLP
Attorney for Plaintiff

Dated: 04-29-21

Robert S. Blumberg
Robert S. Blumberg
Littler Mendelson, P.C.
Attorney for Defendant

EXHIBIT A

[NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION AND HEARING DATE FOR
FINAL COURT APPROVAL]

**NOTICE OF PROPOSED SETTLEMENT OF CLASS ACTION
AND HEARING DATE FOR FINAL COURT APPROVAL**

**(Senoren v. Air Canada, Superior Court of the State of California,
County of Los Angeles, Case No. 20STCV13942)**

**YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR DO NOT
ACT. PLEASE READ THIS NOTICE CAREFULLY.**

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing and Receive a Payment	To receive a cash payment from the Settlement, you do not have to do anything. Your estimated Settlement Share is: \$<<__>>. See the explanation in Section 5 below. After final approval by the Court, the payment will be mailed to you at the same address as this notice. In exchange for the settlement payment, you will release claims against the Defendant as detailed in Section 4 below. If your address has changed, you must notify the Settlement Administrator as explained in Section 6 below.
Exclude Yourself	To exclude yourself, you must send a written request for exclusion to the Settlement Administrator as provided below. If you request exclusion, you will receive no money from the Settlement and you will not be bound by the Settlement. Instructions are set forth in Section 7 below.
Object	Write to the Court about why you do not agree with the settlement or appear at the Final Approval Hearing to make an oral objection. Directions are provided in Section 8 below.

1. Why did I get this Notice?

A proposed class action settlement (the “Settlement”) of the above-captioned action pending in the Superior Court of the State of California, in and for the County of Los Angeles (the “Court”) has been reached between Plaintiff Leslie Senoren (“Plaintiff”) and Defendant Air Canada (“Defendant”) and has been granted preliminary approval by the Court. You may be entitled to receive money from this Settlement.

You have received this Class Notice because you have been identified as a member of the Class, which is defined as:

All individuals who worked for Defendant in California as non-exempt employees at any time during the Class Period.

The Class Period is April 9, 2016 to May 24, 2021 [the earlier of preliminary approval or May 24, 2021].

This Class Notice explains the lawsuit, the Settlement, and your legal rights. It is important that you read this Class Notice carefully as your rights may be affected by the Settlement.

2. What is this class action lawsuit about?

On April 9, 2020, Plaintiff filed a proposed class action Complaint in the Superior Court of the State of California, County of Los Angeles (the “Complaint”), alleging the following claims against Defendant: unfair competition, failure to pay minimum wages, failure to pay overtime wages, failure to provide required meal periods, failure to provide required rest periods, failure to timely pay wages, failure to provide expense reimbursement, failure to provide accurate itemized wage statements, failure to pay wages at termination, and a claim under the Private Attorneys General Act (Labor Code §§ 2698, *et seq.*) (“PAGA”) based upon the above alleged violations. This lawsuit is referred to as the “Action”.

Defendant denies and disputes all such claims. Specifically, Defendant contends that Plaintiff and the Class Members were properly compensated for wages under California law; that Plaintiff and the Class Members were provided with meal and rest periods in compliance with California law; that Defendant did not fail to pay to Plaintiff or any Class Members any required expense reimbursement; that Defendant complied with California wage statement requirements; that Defendant is not liable for any of the penalties claimed or that could be claimed in the Action; and that this Action cannot be maintained as a class action.

The Court granted preliminary approval of the Settlement on <<INSERT PRELIMINARY APPROVAL DATE>>. At that time, the Court also preliminarily approved the Plaintiff to serve as the Class Representative, and the law firm Blumenthal Nordrehaug Bhowmik De Blouw LLP to serve as Class Counsel.

3. What are the terms of the Settlement?

Gross Settlement Amount. Defendant has agreed to pay an “all in” amount of Nine Hundred Thousand Dollars (\$900,000) (the “Gross Settlement Amount”) to fund the settlement of this Action. The Gross Settlement Amount includes all payments of Settlement Shares to Class Members contemplated by the Settlement, the Settlement Administration Expenses, the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the PAGA Payment for civil penalties. Any employer-side payroll taxes on the portion of the Settlement Shares allocated to wages shall be separately paid by Defendant.

Within thirty (30) days of the Judgment becoming Final, Defendant will fund the Gross Settlement Amount by depositing the money with the Settlement Administrator. “Final” means thirty days after the Judgment is entered or January 31, 2022, whichever is later, or if there are objections or any appeal, the date the Judgment is no longer subject to appeal, plus fifteen (15) days, or January 31, 2022, whichever is later. Fifteen (15) days after the settlement is funded, the Settlement Administrator will mail checks for the Settlement Shares to Participating Class Members.

Amounts to be Paid From the Gross Settlement Amount. The Settlement provides for certain payments to be made from the Gross Settlement Amount as follows, which will be subject to final Court approval, and which will be deducted from the Gross Settlement Amount before

Settlement Shares are made to Class Members who do not request exclusion (“Participating Class Members”):

- Settlement Administration Expenses. Payment to the Settlement Administrator, estimated not to exceed \$10,000, for expenses, including without limitation expenses of notifying the Class Members of the Settlement, processing opt outs, and distributing Settlement Shares and tax forms, and handling inquiries and uncashed checks.
- Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. Payment to Class Counsel of reasonable attorneys’ fees not to exceed one-third (1/3) of the Gross Settlement Amount, which is presently \$300,000 and an additional amount to reimburse actual litigation costs incurred by the Plaintiff not to exceed \$20,000. Class Counsel has been prosecuting the Action on behalf of Plaintiff and the Class on a contingency fee basis (that is, without being paid any money) and has been paying all litigation costs and expenses.
- Class Representative Service Payment. Class Representative Service Payment in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to the Plaintiff, or such lesser amount as may be approved by the Court, to compensate her for services on behalf of the Class in initiating and prosecuting the Action, and for the risks she undertook.
- PAGA Payment. A payment of \$20,000 relating to the claim for penalties under the Private Attorney Generals Act (“PAGA”), \$15,000 of which will be paid to the State of California’s Labor and Workforce Development Agency (“LWDA Payment”). The remaining \$5,000 will be distributed to the Aggrieved Employees based on their respective workweeks during the PAGA Period (April 9, 2019 to May 24, 2021). The PAGA Payment shall be allocated to all Aggrieved Employees regardless of whether they request exclusion.

Calculation of Payments to Class Members. After all of the payments of the court-approved Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, the Class Representative Service Payment, the PAGA Payment, and the Settlement Administration Expenses are deducted from the Gross Settlement Amount, the remaining portion, called the “Net Settlement Amount”, shall be distributed to Class Members as Settlement Shares to the Participating Class Members. The Net Settlement Amount is estimated to be at least \$_____, based upon the above proposed deductions. Settlement Administrator will pay a Settlement Share from the Net Settlement Amount to each Participating Class Member. The Settlement Share for each Participating Class Member will be calculated as follows: (a) the Settlement Administrator shall then divide the Net Settlement Amount by the total number of weeks included in the dates of employment to determine a dollar amount per week (“Weekly Rate”); and (b) the Settlement Administrator shall then take the number of weeks worked by each Participating Class Member and multiply it by the Weekly Rate to calculate their Settlement Share.

If the Settlement is approved by the Court and you do not exclude yourself, you will automatically be mailed a check for your Settlement Share to the same address as this Class Notice. You do not have to do anything to receive a payment. If your address has changed, you must contact the Settlement Administrator to inform them of your correct address to ensure you receive your payment.

Tax Matters. One-Third (1/3) of each Participating Class Member's Settlement Share is in settlement of wage claims (the "Wage Portion"). Accordingly, the Wage Portion is subject to wage withholdings, and shall be reported on IRS Form W-2. One-Third (1/3) of each Participating Class Member's Settlement Share is in settlement of claims for interest and One-Third (1/3) of each Participating Class Member's Settlement Share is in settlement of claims for penalties allegedly due to employees (collectively the "Non-Wage Portion"). The Non-Wage Portion shall not be subject to wage withholdings, and shall be reported on IRS Form 1099. The employee portion of all applicable income and payroll taxes will be the responsibility of the Participating Class Members. Neither Class Counsel nor Defendant's Counsel intend anything contained in this Notice to constitute advice regarding taxes or taxability. The tax issues for each Participating Class Member are unique to him/her, and each Participating Class Member may wish to consult a tax advisor concerning the tax consequences of the payments received under the Settlement.

Conditions of Settlement. This Settlement is conditioned upon the Court entering an order granting final approval of the Settlement and entering the Judgment.

4. What Do I Release Under the Settlement?

Released Class Claims. As of the date the Defendant fully funds the Gross Settlement Amount, Defendant shall receive a release from the Participating Class Members of any and all class claims pled or which could have been pled under state or federal law in the operative complaint based on the factual allegations contained in the operative complaint or any amendments thereto which occurred during the Class Period including claims for failure to pay wages for all hours worked, failure to pay overtime, failure to provide meal and rest breaks or premium payments related thereto, failure to timely pay wages during employment or upon termination, failure to provide accurate itemized wage statements, failure to reimburse business expenses, and all derivative and related claims including penalties under the Private Attorneys General Act ("PAGA") on behalf of the Aggrieved Employees, and unfair competition claims based on the aforementioned claims ("Released Class Claims").

This means that, if you do not timely exclude yourself from the settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant and any other Released Party about the legal issues resolved by this Settlement. It also means that all of the Court's orders in this Action will apply to you and legally bind you.

Released PAGA Claims. Defendant shall receive a release from the Aggrieved Employees and the State of California of all PAGA claims for civil penalties alleged in the operative complaint and in the PAGA letters sent by Plaintiff that occurred during the PAGA Period ("Released PAGA Claims"). The release of the Released PAGA Claims shall be effective as to all Aggrieved Employees and the State of California, regardless of whether an Aggrieved Employee submitted a request for an exclusion from the Class.

5. How much will my payment be?

Defendant's records reflect that you have <<_____>> weeks worked for Defendant during the Class Period. The Class Period is April 9, 2016 to **May 24, 2021**.

Based on this information, your estimated Settlement Share is <<_____>>.

If you wish to challenge the information set forth above, then you must submit a written, signed dispute challenging the information along with supporting documents, to the Settlement Administrator at the address provided in this Class Notice no later than _____ [forty-five (45) days after the mailing of the Class Notice].

6. How can I get a payment?

To get money from the settlement, you do not have to do anything. A check for your Settlement Share will be mailed automatically to the same address as this Class Notice. If your address is incorrect or has changed, you must notify the Settlement Administrator. The Settlement Administrator is: _____ (800) _____.

The Court will hold a Final Approval Hearing on _____, at _____ to decide whether to approve the Settlement. If the Court approves the Settlement and there are no objections or appeals, payments will be mailed approximately two months after this hearing (but no sooner than March 15, 2022). If there are objections or appeals, resolving them can take time, usually more than a year. Please be patient.

7. What if I don't want to be a part of the Settlement?

If you do not wish to participate in the Settlement, you may exclude yourself from the Settlement or "opt out." **If you opt out, you will not receive a Settlement Share from the Settlement, and you will not be bound by the Settlement which means you will retain the right to sue Defendant for Released Class Claims.** However, Aggrieved Employees who opt out will still be paid their allocation of the PAGA Payment and will remain bound by the release of the Released PAGA Claims regardless whether they submit a request for exclusion.

To opt out, you must mail to the Settlement Administrator, by First Class Mail, a written, signed and dated request to opt-out postmarked no later than _____ [forty-five (45) days after the date of the Notice or 60 days after the Notice in the case of re-mailing]. The request to opt-out must be received by the Settlement Administrator and must state in substance: "I wish to be excluded from the Class in the *Senoren v. Air Canada* lawsuit. I understand that if I ask to be excluded from the Class, I will not receive a settlement share from the settlement of this Action." The request to opt-out should state the Class Member's full name, address, telephone number, social security number for verification purposes, the approximate dates of employment in California by Defendant. Please include the name and number of the case, which is *Senoren v. Air Canada*, Case No. 20STCV13942. The request to opt-out must be signed by you. No other person may opt-out for a living member of the Class.

The address for the Settlement Administrator is _____. Written requests for exclusion that are postmarked after _____, or are incomplete or unsigned will be rejected, and those Class Members will remain bound by the Settlement and the release described above.

8. How do I tell the Court that I don't agree with the Settlement?

Any Class Member who has not opted out and believes that the Settlement should not be finally approved by the Court for any reason may object to the proposed Settlement, the attorneys' fees, the costs and/or the service award, either in writing or in person. Objections that are in writing

should state the Class Member's name, current address, telephone number, and the dates of employment in California by Defendant, and describe why you believe the Settlement is unfair. All written objections or other correspondence should also state the name and number of the case, which is *Senoren v. Air Canada*, in the Superior Court of the State of California, County of Los Angeles, Case No. 20STCV13942.

All written objections must be mailed to the Settlement Administrator at _____, no later than _____ [forty-five (45) days after the date of the Notice or 60 days after the Notice in the case of re-mailing].

Alternatively, Class Members may appear remotely at the Final Approval Hearing on _____ at _____ to make an oral objection without submitting a written objection. Only remote appearances at the hearing are allowed. To appear at the hearing, you must schedule a remote appearance through Court Connect at <https://www.lacourt.org/lacc/>. Check the Court's website for the most current information.

To object to the Settlement, you must not opt out, and if the Court approves the Settlement despite your objection, you will be bound by the terms of the Settlement in the same way as Class Members who do not object and you will still be mailed a check for your Settlement Share.

The addresses for Parties' counsel are as follows:

Class Counsel:

Norman Blumenthal
Kyle Nordrehaug
Blumenthal Nordrehaug Bhowmik De Blouw LLP
2255 Calle Clara
La Jolla, CA 92037
Tel: 858-551-1223 / Fax: 858-551-1232
Email: kyle@bamlawca.com
Website: www.bamlawca.com

Counsel for Defendant:

Robert S. Blumberg
Littler Mendelson, PC
633 West Fifth Street
63rd Floor
Los Angeles, CA 90071

9. When and where will the Court decide whether to approve the Settlement?

The Court will hold a Final Approval Hearing at _____ on _____, at the Los Angeles County Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, CA 90012, in Department 7 before Judge Amy D. Hogue. At this hearing the Court will consider whether the Settlement is fair, reasonable, and adequate. The purpose of this hearing is for the Court to determine whether to grant final approval to the Settlement. If there are objections, the Court will consider them. This hearing may be rescheduled by the Court without further notice to you. **You are not required to attend** the Final Approval Hearing, although any Class Member is welcome to attend the hearing remotely using the Court Connect procedure at <https://www.lacourt.org/lacc/>. If the hearing is continued, notice will be posted on Class Counsel's website at www.bamlawca.com under "Class Notices" for *Senoren v. Air Canada*. In addition, hearing dates are posted on the Internet via the Case Access page for the California Superior Court for the County of Los Angeles

(<http://www.lacourt.org/casesummary/ui/index.aspx?casetype=civil>) and entering the Case No. 20STCV13942

10. How do I get more information about the Settlement?

You may call the Settlement Administrator at _____ or write to *Senoren v. Air Canada* Settlement Administrator, c/o _____; or contact Class Counsel at 1-858-551-1223.

This Class Notice summarizes the proposed settlement. More details are in the Settlement Agreement. You may receive a copy of the Settlement Agreement, the Judgment or other Settlement documents by going to Class Counsel's website at www.bamlawca.com under "Class Notices" for *Senoren v. Air Canada*. You may also get more details by examining the Court's file on the Internet via the Register of Actions for the California Superior Court for the County of Los Angeles () and entering the Case No. 20STCV13942. If you wish to view the Court files in person, you must make an appointment with the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

IMPORTANT:

- You must inform the Settlement Administrator of any change of address to ensure receipt of your settlement payment.
- Settlement checks will be null and void 180 days after issuance if not deposited or cashed. In such event, the Settlement Administrator shall pay all unclaimed funds to the paid to the California Controller's Unclaimed Property Fund in the name of the Participating Class Member where the funds can be claimed. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT B

[ORDER GRANTING PRELIMINARY APPROVAL OF THE SETTLEMENT]

EXHIBIT "B"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

LESLIE SENOREN, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiffs,

v.

AIR CANADA CORPORATION, a
Corporation; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **20STCV13942**

**[PROPOSED] PRELIMINARY
APPROVAL ORDER**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Amy D. Hogue
Dept.: 7

Action Filed: April 9, 2020
Trial Date: Not set

PRELIMINARY APPROVAL ORDER

1 This matter, having come before the Honorable _____ of the Superior Court of
2 the State of California, in and for the County Los Angeles, on _____[DATE], for the motion
3 by Plaintiff Leslie Senoren (“Plaintiff”) for preliminary approval of the class settlement with
4 Defendant Air Canada (“Defendants”). The Court, having considered the briefs, argument of
5 counsel and all matters presented to the Court and good cause appearing, hereby GRANTS
6 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement.

7
8 **IT IS HEREBY ORDERED:**

9 1. The Court preliminarily approves the Class Action Settlement Agreement
10 (“Agreement”) attached as Exhibit ____ to the Declaration of Kyle Nordrehaug in Support of
11 Plaintiff’s Motion for Preliminary Approval of Class Action Settlement. This is based on the
12 Court’s determination that the Settlement set forth in the Agreement is within the range of possible
13 final approval, pursuant to the provisions of Section 382 of the California Code of Civil Procedure
14 and California Rules of Court, rule 3.769.

15 2. This Order incorporates by reference the definitions in the Agreement, and all
16 terms defined therein shall have the same meaning in this Order as set forth in the Agreement.

17 3. The Gross Settlement Amount is Nine Hundred Thousand Dollars (\$900,000). It
18 appears to the Court on a preliminary basis that the settlement amount and terms are fair, adequate
19 and reasonable as to all potential Class Members when balanced against the probable outcome of
20 further litigation and the significant risks relating to certification, liability and damages issues. It
21 further appears that investigation and research have been conducted such that counsel for the
22 Parties are able to reasonably evaluate their respective positions. It further appears to the Court
23 that settlement at this time will avoid substantial additional costs by all Parties, as well as avoid
24 the delay and risks that would be presented by the further prosecution of the Action. It further
25 appears that the Settlement has been reached as the result of serious and non-collusive, arms-
26 length negotiations. The Court therefore preliminarily finds that the Settlement is fair, adequate,

1 and reasonable when balanced against the probable outcome of further litigation and the
2 significant risks relating to certification, liability, and damages issues.

3 4. The Agreement specifies for an attorneys' fees award not to exceed one-third of the
4 Gross Settlement Amount, an award of litigation expenses incurred, not to exceed \$20,000, and
5 proposed Class Representative Service Payment to the Plaintiff in an amount not to exceed
6 \$10,000. The Court will not approve the amount of attorneys' fees and costs, nor the amount of
7 any service award, until the Final Approval Hearing. Plaintiff will be required to present evidence
8 supporting these requests, including lodestar, prior to final approval.

9 5. The Court recognizes that Plaintiff and Defendant stipulate and agree to
10 certification of a class for settlement purposes only. This stipulation will not be deemed
11 admissible in this or any other proceeding should this Settlement not become final. For settlement
12 purposes only, the Court conditionally certifies the following Class: "all individuals who worked
13 for Defendant in California as non-exempt employees at any time during the Class Period." The
14 Class Period is April 9, 2016 to May 24, 2021.

15 6. The Court concludes that, for settlement purposes only, the Class meets the
16 requirements for certification under section 382 of the California Code of Civil Procedure in that:
17 (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
18 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
19 community of interest amongst the members of the Class with respect to the subject matter of the
20 litigation; (c) the claims of the Plaintiff are typical of the claims of the members of the Class; (d)
21 the Plaintiff can fairly and adequately protect the interests of the members of the Class; (e) a class
22 action is superior to other available methods for the efficient resolution of this controversy; and (f)
23 counsel for the Class is qualified to act as counsel for the Class and the Plaintiff is an adequate
24 representative of the Class.

25 7. The Court provisionally appoints Plaintiff as the representative of the Class. The
26 Court provisionally appoints Norman B. Blumenthal, Kyle R. Nordrehaug, and Aparajit Bhowmik
27 of Blumenthal Nordrehaug Bhowmik De Blouw LLP as Class Counsel for the Class.

1 8. The Court hereby approves, as to form and content, the Notice of Proposed
2 Settlement of Class Action and Hearing Date for Final Court Approval (“Class Notice”) attached
3 to the Agreement as Exhibit A. The Court finds that the Class Notice appears to fully and
4 accurately inform the Class of all material elements of the proposed Settlement, of the Class
5 Members’ right to be excluded from the Class by submitting a written opt-out request, and of each
6 member’s right and opportunity to object to the Settlement. The Court further finds that the
7 distribution of the Class Notice substantially in the manner and form set forth in the Agreement
8 and this Order meets the requirements of due process, is the best notice practicable under the
9 circumstances, and shall constitute due and sufficient notice to all persons entitled thereto. The
10 Court orders the mailing of the Class Notice by first class mail, pursuant to the terms set forth in
11 the Agreement.

12 9. The Court hereby appoints Simpluris as Settlement Administrator. No later than
13 fourteen (14) calendar days after preliminary approval of the Settlement by the Court, Defendant
14 shall provide to the Settlement Administrator an electronic spreadsheet with the Class Data. The
15 Settlement Administrator will perform address updates and verifications as necessary prior to the
16 mailing of the Class Notice. Using best efforts to mail it as soon as possible, and in no event later
17 than 14 days after receiving the Class information spreadsheet, the Settlement Administrator will
18 mail the Class Notice to all Class Members via first-class U.S. Mail.

19 10. The Court hereby preliminarily approves the proposed procedure for exclusion
20 from the Settlement. Any Class Member may individually choose to opt out of and be excluded
21 from the Class as provided in the Class Notice by following the instructions for requesting
22 exclusion from the Class that are set forth in the Class Notice. All requests for exclusion must be
23 postmarked by no later than forty-five (45) calendar days after the date of the mailing of the Class
24 Notice and received by the Settlement Administrator. If the Class Notice Packet is re-mailed, the
25 response date for requests for exclusion will be extended an additional 15 days. Any such person
26 who chooses to opt out of and be excluded from the Class will not be entitled to any recovery
27 under the Settlement and will not be bound by the Settlement or have any right to object, appeal or
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comment thereon. Class Members who have not requested exclusion shall be bound by all determinations of the Court, the Agreement and the Judgment. A request for exclusion may only opt out that particular individual, and any attempt to effect an opt out of a group, class, or subclass of individuals is not permitted and will be deemed invalid.

11. Any Class Member who has not opted out may appear at the final approval hearing and may object or express the Member's views regarding the Settlement, and may present evidence and file briefs or other papers that may be proper and relevant to the issues to be heard and determined by the Court as provided in the Notice. Class Members will have forty-five (45) calendar days from the date of the mailing of the Class Notices to submit their written objections to the Settlement Administrator in accordance with the instructions in the Class Notice. If the Class Notice Packet is re-mailed, the response date for written objections will be extended an additional 15 days. Alternatively, Class Members may appear at the Final Approval Hearing to make an oral objection.

12. A Final Approval Hearing shall be held before this Court on _____ at _____ in Department 7 at the Spring Street Courthouse of the Los Angeles County Superior Court to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the Action on the terms and conditions provided for in the Agreement is fair, adequate and reasonable and should be finally approved by the Court; whether the Final Approval Order and Judgment should be entered herein; whether the plan of allocation contained in the Agreement should be approved as fair, adequate and reasonable to the Class Members; and to finally approve attorneys' fees and costs, the service award, and the expenses of the Settlement Administrator. All papers in support of the motion for final approval and the motion for attorneys' fees, costs and service awards shall be filed with the Court and served on all counsel no later than sixteen (16) court days before the hearing.

13. Neither the Settlement nor any exhibit, document, or instrument delivered thereunder shall be construed as a concession or admission by Defendant in any way that the claims asserted have any merit or that this Action was properly brought as a class or representative

1 action, and shall not be used as evidence of, or used against Defendant as, an admission or
2 indication in any way, including with respect to any claim of any liability, wrongdoing, fault or
3 omission by Defendant or with respect to the truth of any allegation asserted by any person.
4 Whether or not the Settlement is finally approved, neither the Settlement, nor any exhibit,
5 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
6 thereof, shall in any event be construed as, offered or admitted in evidence as, received as or
7 deemed to be evidence for any purpose adverse to the Defendant, including, but not limited to,
8 evidence of a presumption, concession, indication or admission by Defendant of any liability,
9 fault, wrongdoing, omission, concession or damage.

10 14. In the event the Settlement does not become effective in accordance with the terms
11 of the Agreement, or the Settlement is not finally approved, or is terminated, canceled or fails to
12 become effective for any reason, this Order shall be rendered null and void and shall be vacated,
13 and the Parties shall revert to their respective positions as of before entering into the Agreement,
14 and expressly reserve their respective rights regarding the prosecution and defense of this Action,
15 including all available defenses and affirmative defenses, and arguments that any claim in the
16 Action could not be certified as a class action and/or managed as a representative action. In such
17 an event, the Court's orders regarding the Settlement, including this Order, shall not be used or
18 referred to in litigation for any purpose. Nothing in this paragraph is intended to alter the terms of
19 the Agreement with respect to the effect of the Agreement if it is not approved.

20 15. The Court reserves the right to adjourn or continue the date of the final approval
21 hearing and all dates provided for in the Agreement without further notice to Class Members, and
22 retains jurisdiction to consider all further applications arising out of or connected with the
23 proposed Settlement.

24 16. The Action is stayed and all trial and related pre-trial dates are vacated, subject to
25 further orders of the Court at the Final Approval Hearing.

26 **IT IS SO ORDERED.**

27
28 Dated: _____
~~PRELIMINARY APPROVAL ORDER~~

HON. AMY D. HOGUE
JUDGE, SUPERIOR COURT OF CALIFORNIA

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PRELIMINARY APPROVAL ORDER

EXHIBIT C

[FINAL APPROVAL ORDER AND JUDGMENT]

4844-5674-9027.2 / 049225-1034

EXHIBIT "C"

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

LESLIE SENOREN, an individual, on behalf of
herself and on behalf of all persons similarly
situated,

Plaintiffs,

v.

AIR CANADA CORPORATION, a
Corporation; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.: **20STCV13942**

**[PROPOSED] FINAL APPROVAL
ORDER AND JUDGMENT**

Hearing Date: _____
Hearing Time: _____

Judge: Hon. Amy D. Hogue
Dept.: 7

Action Filed: April 9, 2020
Trial Date: Not set

FINAL APPROVAL ORDER AND JUDGMENT

1 The motion of Plaintiff Leslie Senoren (“Plaintiff”) for an order finally approving the Class
2 Action Settlement Agreement (“Agreement”) with Defendant Air Canada (“Defendant”),
3 attorneys’ fees and costs, service payments, and the fees and expenses of the Settlement
4 Administrator duly came on for hearing on _____ before the Honorable Amy D.
5 Hogue.

6
7 **I.**
8 **FINDINGS**

9 Based on the oral and written argument and evidence presented in connection with the
10 motion, the Court makes the following findings:

- 11 1. All terms used herein shall have the same meaning as defined in the Agreement.
- 12 2. This Court has jurisdiction over the subject matter of this litigation pending before
13 the California Superior Court for the County of Los Angeles, and over all Parties to this litigation,
14 including the Class.
- 15 3. Based on a review of the papers submitted by Plaintiff and a review of the
16 applicable law, the Court finds that the Gross Settlement Amount of Nine Hundred Thousand
17 Dollars (\$900,000) and the terms set forth in the Agreement are fair, reasonable, and adequate.
- 18 4. The Court further finds that the Settlement was the result of arm’s length
19 negotiations conducted after Class Counsel had adequately investigated the claims and became
20 familiar with the strengths and weaknesses of those claims. In particular, the amount the
21 Settlement, the significant risks relating to certification, liability, and damages issues, and the
22 assistance of an experienced mediator in the settlement process, among other factors, support the
23 Court’s conclusion that the Settlement is fair, reasonable, and adequate.

24 **Preliminary Approval of the Settlement**

- 25 5. On _____, the Court granted preliminary approval of the Settlement. At
26 this same time, the Court approved conditional certification of the Class for settlement purposes
27 only.

1 **Notice to the Class**

2 6. In compliance with the Preliminary Approval Order, the Class Notice was mailed
3 by first class mail to members of the Class at their last known addresses on or about
4 _____. Mailing of the Class Notice to their last known addresses was the best notice
5 practicable under the circumstances and was reasonably calculated to communicate actual notice
6 of the litigation and the proposed settlement to the Class. The Class Notice given to the Class
7 Members fully and accurately informed the Class Members of all material elements of the
8 proposed Settlement and of their opportunity to object to or comment thereon or to seek exclusion
9 from the Settlement; was valid, due, and sufficient notice to all Class Members; and complied
10 fully with the laws of the State of California, the United States Constitution, due process and other
11 applicable law. The Class Notice fairly and adequately described the Settlement and provided
12 Class Members adequate instructions and a variety of means to obtain additional information.

13 7. The deadline for opting out of the Class or submitting written objections to the
14 Settlement was _____. There was an adequate interval between notice and the deadline
15 to permit Class Members to choose what to do and act on their decision. A full opportunity has
16 been afforded to the Class Members to participate in this hearing, and all Class Members and other
17 persons wishing to be heard have been heard. Class Members also have had a full and fair
18 opportunity to exclude themselves from the proposed Settlement and Class. Accordingly, the
19 Court determines that all Class Members who did not timely and properly submit a request for
20 exclusion are bound by the Settlement and this Final Approval Order and Judgment.

21 **Fairness Of Settlement**

22 8. The Agreement is entitled to a presumption of fairness. *Dunk v. Ford Motor Co.*
23 48 Cal.App.4th 1794, 1801 (1996).

24 a. The settlement was reached through arm's-length bargaining between the
25 parties during an all-day mediation before Mark Rudy, a respected and experienced mediator of
26 wage and hour class actions. There has been no collusion between the parties in reaching the
27 proposed settlement.

1 b. Plaintiff's investigation and discovery have been sufficient to allow the
2 Court and counsel to act intelligently.

3 c. Counsel for both parties are experienced in similar employment class action
4 litigation. All counsel recommended approval of the Agreement.

5 d. The percentage of objectors and requests for exclusion is small. ____
6 objections were received. _____ requests for exclusion were received.

7 e. The participation rate was high. _____ Class Members will be mailed a
8 settlement payment, representing ____% of the overall Class.

9 9. The consideration to be given to the Class Members under the terms of the
10 Agreement is fair, reasonable and adequate considering the strengths and weaknesses of the claims
11 asserted in this action and is fair, reasonable and adequate compensation for the release of Class
12 Members' claims, given the uncertainties and significant risks of the litigation and the delays
13 which would ensue from continued prosecution of the action.

14 10. The Agreement is approved as fair, adequate and reasonable and in the best
15 interests of the Class Members.

16 **Attorneys' Fees and Costs**

17 11. An award of \$_____ for attorneys' fees, representing one-third of the
18 Gross Settlement Amount, and \$_____ for litigation costs and expenses, is reasonable,
19 in light of the contingent nature of Class Counsel's fee, the hours worked by Class Counsel, and
20 the results achieved by Class Counsel. The requested award has been supported by Class
21 Counsel's lodestar and billing statement.

22 **Class Representative Service Payment**

23 12. The Agreement provides for a Class Representative Service Payment of not more
24 than \$10,000 to the Plaintiff, subject to the Court's approval. The Court finds that Class
25 Representative Service Payment in the amount of \$_____ to the Plaintiff is reasonable in light
26 of the risks and burdens undertaken by the Plaintiff in the litigation, for the time and effort in
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1 bringing and prosecuting this matter on behalf of the Class, and for the execution of a general
2 release.

3 **Settlement Administration Expenses**

4 13. The Settlement Administrator shall calculate and administer the payment to be
5 made to the Class Members, transmit payment for attorneys' fees and costs to Class Counsel,
6 transmit the Class Representative Service Payment to the Plaintiffs, distribute the PAGA Payment,
7 issue any required tax reporting forms, calculate withholdings and perform the other remaining
8 duties set forth in the Agreement. The Settlement Administrator has documented \$_____ in
9 fees and expenses, and this amount is reasonable in light of the work performed by the Settlement
10 Administrator.

11 **PAGA Payment**

12 14. The Agreement provides for a PAGA Payment out of the Gross Settlement
13 Amount of \$20,000, which shall be allocated \$15,000 to the LWDA as the LWDA's 75% share of
14 the settlement of civil penalties paid pursuant to the PAGA and \$5,000 to be distributed to the
15 Aggrieved Employees based on their respective workweeks during the PAGA Period. The Court
16 finds this PAGA Payment to be reasonable. All Aggrieved Employees will be sent their share of
17 the PAGA Payment and will be subject to the release of the Released PAGA Claims as set forth
18 below, whether or not they opt out of the Settlement.

19
20 **II.**

21 **ORDERS**

22 Based on the foregoing findings, and good cause appearing, IT IS HEREBY ORDERED:

23 1. The certification of the Class for the purposes of settlement is confirmed. The
24 Class is defined as follows:

25 All individuals who worked for Defendant in California as non-exempt employees
26 at any time during the Class Period (April 9, 2020 to May 24, 2021).

2. All persons who meet the foregoing definition are members of the Class, except for those individuals who filed a valid request for exclusion (“opt out”) from the Class. [INSERT REFERENCE TO IDENTIFY ANY OPT OUTS].

3. The Agreement is hereby finally approved as fair, reasonable, adequate, and in the best interest of the Class.

4. Class Counsel are awarded attorneys' fees in the amount of \$_____ and costs in the amount of \$_____. Class Counsel shall not seek or obtain any other compensation or reimbursement from Defendants, Plaintiffs or members of the Class.

5. The payment of the Class Representative Service Payment in the amount of \$_____ to the Plaintiff is approved.

6. The payment of \$_____ to the Settlement Administrator for their fees and expenses is approved.

7. The PAGA Payment of \$5,000 is approved and shall be allocated in accordance with the Agreement.

8. The Agreement and this Settlement are not an admission by Defendant, nor is this Final Approval Order and Judgment a finding, of the validity of any claims in the Action or of any wrongdoing by Defendant or that this Action is appropriate for class treatment (other than for settlement purposes). Neither this Final Approval Order and Judgment, the Agreement, nor any document referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may be used as an admission by or against Defendant of any fault, wrongdoing or liability whatsoever. The entering into or carrying out of the Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses by Defendant. Notwithstanding these restrictions, Defendant may file in the Action or in any other proceeding this Final Approval Order and Judgment, the Agreement, or any other papers and records on file in the Action as evidence of the Settlement to support a defense of res judicata, collateral estoppel, release, or other theory of claim or issue preclusion or similar defense as to the Released Class Claims.

1 9. Notice of entry of this Final Approval Order and Judgment shall be given to all
2 Parties by Class Counsel on behalf of Plaintiff and all Class Members. The Final Approval Order
3 and Judgment shall be posted on Class Counsel's website as set forth in the Class Notice to the
4 Class. It shall not be necessary to send notice of entry of this Final Approval Order and Judgment
5 to individual Class Members.

6 10. If the Agreement does not become final and effective in accordance with the terms
7 of the Agreement, then this Final Approval Order and Judgment, and all orders entered in
8 connection herewith, shall be rendered null and void and shall be vacated, and the Parties shall
9 revert to their respective positions as of before entering into the Agreement, and expressly reserve
10 their respective rights regarding the prosecution and defense of this Action, including all available
11 defenses and affirmative defenses, and arguments that any claim in the Action could not be
12 certified as a class action and/or managed as a representative action.

13
14 **IT IS HEREBY ORDERED, ADJUDICATED AND DECREED THAT:**

15 1. Except as set forth in the Agreement and this Final Approval Order and Judgment,
16 Plaintiff, and all members of the Class, shall take nothing in the Action.

17 2. Pursuant to California Code of Civil Procedure section 664.6, the Court shall retain
18 jurisdiction to construe, interpret, implement and enforce the Agreement, to hear and resolve any
19 contested challenge to a claim for settlement benefits, and to supervise and adjudicate any dispute
20 arising from or in connection with the distribution of settlement benefits.

21 3. The Parties are authorized, without further approval from the Court, to agree to and
22 to adopt such amendments, modifications and expansions of the Agreement and all exhibits
23 attached thereto which are consistent with this Final Approval Order and Judgment and do not
24 limit the rights of the Parties or Class Members under the Agreement.

25 4. Each party shall bear its own attorneys' fees and costs, except as otherwise
26 provided in the Agreement and in this Final Approval Order and Judgment.

1 5. As of the date the Defendant fully funds the Gross Settlement Amount, each Class
2 Member who has not validly opted out has released the “Released Class Claims” against the
3 Defendants and all of the “Released Parties” as set forth in the Agreement.

4 6. As used in paragraph 5 above, the quoted terms have the meanings set forth below:

5 (a) “Released Class Claims” means any and all class claims pled or which
6 could have been pled under state or federal law in the operative complaint based on the factual
7 allegations contained in the operative complaint or any amendments thereto which occurred during
8 the Class Period Including claims for failure to pay wages for all hours worked, failure to pay
9 overtime, failure to provide meal and rest breaks or premium payments related thereto, failure to
10 timely pay wages during employment or upon termination, failure to provide accurate itemized
11 wage statements, failure to reimburse business expenses, and all derivative and related claims
12 including penalties under the Private Attorneys General Act ("PAGA") on behalf of the Aggrieved
13 Employees, and unfair competition claims based on the aforementioned claims.

14 (b) "Released Parties" collectively means Defendant, Defendant’s respective
15 past, present and future parents, subsidiaries, corporations, divisions, and successors and assigns,
16 and the past, present and future shareholders, managers, officers, partners, members, directors,
17 agents, employees, attorneys, insurers, predecessors, successors and assigns of Defendant.

18 7. As of the date the Defendant fully funds the Gross Settlement Amount, Defendant
19 shall receive a release from the Aggrieved Employees and the State of California of all PAGA
20 claims for civil penalties alleged in the operative complaint and in the PAGA letters sent by
21 Plaintiff that occurred during the PAGA Period (“Released PAGA Claims”). The release of the
22 Released PAGA Claims shall be effective as to all Aggrieved Employees and the State of
23 California, regardless of whether an Aggrieved Employee submitted a request for an exclusion
24 from the Class.

25 8. As of the date the Defendant fully funds the Gross Settlement Amount, Plaintiff
26 generally, releases and discharges the Released Parties from any and all claims, transactions or
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1 occurrences between them that occurred during the Class Period (“Plaintiff’s Released Claims”) as
2 set forth fully in the Agreement.

3 **LET JUDGMENT BE FORTHWITH ENTERED ACCORDINGLY. IT IS SO ORDERED.**

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5 Dated: _____

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HON. AMY D. HOGUE
JUDGE, SUPERIOR COURT OF CALIFORNIA

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FINAL APPROVAL ORDER AND JUDGMENT

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FIRM RESUME

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Admitted: 2020, New Mexico

Educated: University of Southern California; California Western School of Law

REPORTED CASES

Sakkab v. Luxottica Retail N. Am., Inc., 803 F.3d 425 (9th Cir. 2015) (The panel reversed the district court's order granting Luxottica Retail North America, Inc.'s motion to compel arbitration of claims and dismissing plaintiff's first amended complaint, in a putative class action raising class employment-related claims and a non-class representative claim for civil penalties under the Private Attorney General Act.);

Securitas Security Services USA, Inc. v. Superior Court, 234 Cal. App. 4th 1109 (Cal. Feb. 27, 2015) (Court of Appeal concluded the trial court correctly ruled that *Iskanian* rendered the PAGA waiver within the parties' dispute resolution agreement unenforceable. However, the Court of Appeal then ruled the trial court erred by failing to invalidate the non-severable class action waiver from the agreement and remanded the entire complaint, including class action and PAGA claims, be litigated in the Superior Court);

Sussex v. United States Dist. Court for the Dist. of Nev., 781 F.3d 1065 (9th Cir. 2015) (The panel determined that the district court clearly erred in holding that its decision to intervene mid-arbitration was justified under *Aerojet-General*. Specifically, the panel held that the district court erred in predicting that an award issued by the arbitrator would likely be vacated because of his "evident partiality" under 9 U.S.C. § 10(a)(2).);

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In re Tobacco Cases II, 41 Cal. 4th 1257 (2007); Washington Mutual Bank v. Superior Court, 24 Cal. 4th 906 (2001); Rocker v. KPMG LLP, 148 P.3d 703; 122 Nev. 1185 (2006); PCO, Inc. v. Christensen, Miller, Fink, Jacobs, Glaser, Weil & Shapiro, LLP, 150 Cal. App. 4th 384 (2007); Hall v. County of Los Angeles, 148 Cal. App. 4th 318 (2007); Coshov v. City of Escondido, 132 Cal. App. 4th 687 (2005); Daniels v. Philip Morris, 18 F.Supp 2d 1110 (S.D. Cal.1998); Gibson v. World Savings & Loan Asso., 103 Cal. App. 4th 1291 (2003); Jordan v. Department of Motor Vehicles, 75 Cal. App. 4th 445 (1999); Jordan v. Department of Motor Vehicles, 100 Cal.App. 4th 431 (2002); Norwest Mortgage, Inc. v. Superior Court, 72 Cal.App.4th 214 (1999); Hildago v. Diversified Transp. Sya, 1998 U.S. App. LEXIS 3207 (9th Cir. 1998); Kensington Capital Mgal. v. Oakley, Inc., 1999 U.S. Dist LEXIS 385; Fed.Sec.L.Rep. (CCH) P90, 411 (1999 C.D. Cal.); Lister v. Oakley, Inc., 1999 U.S. Dist. LEXIS 384; Fed. Sec. L. Rep. (CCH) P90,409 (C.D Cal. 1999); Olszewski v. Scripps Health, 30 Cal. 4th 798 (2003); Steroid Hormone Product Cases, 181 Cal. App. 4th 145 (2010); Owen v. Macy's, Inc., 175 Cal. App. 4th 462 (2009); Taiheiyo Cement Corp. v. Superior Court, 117 Cal. App. 4th 380 (2004); Taiheiyo Cement Corp. v. Superior Court, 105 Cal.App. 4th 398 (2003); McMeans v. Scripps Health, Inc., 100 Cal. App. 4th 507 (2002); Ramos v. Countrywide Home Loans, 82 Cal.App. 4th 615 (2000); Tevssier v. City of San Diego, 81 Cal.App. 4th 685 (2000); Washington Mutual Bank v. Superior Court, 70 Cal. App. 4th 299 (1999); Silvas v. E*Trade Mortg. Corp., 514 F.3d 1001 (9th Cir. 2008); Silvas v. E*Trade Mortg. Corp., 421 F. Supp. 2d 1315 (S.D. Cal. 2006); McPhail v. First Command Fin. Planning, Inc., 2009 U.S. Dist. LEXIS 26544 (S.D. Cal. 2009); McPhail v. First Command Fin. Planning, Inc., 251 F.R.D. 514 (S.D. Cal. 2008); McPhail v. First Command Fin. Planning, Inc., 247 F.R.D. 598 (S.D. Cal. 2007); Barcia v. Contain-A-Way, Inc., 2009 U.S. Dist. LEXIS 17118 (S.D. Cal. 2009); Barcia v. Contain-A-Way, Inc., 2008 U.S. Dist. LEXIS 27365 (S.D. Cal. 2008); Wise v. Cubic Def. Applications, Inc., 2009 U.S. Dist. LEXIS 11225 (S.D. Cal. 2009); Gabisan v. Pelican Prods., 2009 U.S. Dist. LEXIS 1391

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County Superior Court, Case No. 37-2014-00005608; Behar v. Union Bank, Orange County Superior Court, Case No. 30-2009-00317275; Bell v. John Stewart Company, Alameda County Superior Court, Case No. RG14728792; Bennett v. Custom Built Personal Training, Monterey County Superior Court, Case No. M127596; Bermant v. Bank of America, Investment Services, Inc., Los Angeles Superior Court, Civil Action No. BC342505; Bethley v. Raytheon Company, United States District Court, Central District of California, Case No. SACV10-01741; Betorina v. Randstad US, L.P., U.S. District Court Northern District of California, Case No. 3:15-cv-03646-MEJ; Beverage v. Edcoa Inc., Sacramento County Superior Court, Case No. 2013-00138279; Bova v. Washington Mutual Bank / JP Morgan Chase, U.S. District Court, Southern District California, Case No. 07-cv-2410; Bowden v. Sunset Parking Services, LLC & LAZ Parking California, LLC - Settled San Diego County Superior Court, Case No. 37-2012-00101751-CU-OE-CTL; Briseno v. American Savings Bank, Class Certification Granted, Orange County Superior Court, Case No. 774773; Brueske v. Welk Resorts, San Diego Superior Court, Case No 37-2010-00086460; Bueche v. Fidelity National Management Services, U.S. District Court, Eastern District of California, Case No. 13-cv-01114; Bunch v. Pinnacle Travel Services, LLC, Los Angeles County Superior Court, Case No. BC552048; Butler v. Stericycle, Inc & Appletree Answering Services of California, Inc., Sacramento County Superior Court, Case No. 34-2015-00180282; Cabral v. Creative Communication Tech., Class Certification Granted, Los Angeles Superior Court, Case No. BC402239; Cardoza v. Wal-Mart Associates, Inc., U.S. District Court Northern District of California, Case No. 4:15-cv-01634-DMR; Castro v. Vivint Solar, Inc., San Diego County Superior Court, Case No. 37-2014-00031385-CU-OE-CTL; Cavazos v. Heartland Automotive Services, Inc., Riverside County Superior Court, Case No. PSC 1401759; Cohen v. Bosch Tool, San Diego Superior Court, Case No. GIC 853562; Comstock v. Washington Mutual Bank - Class Certification Granted, San Diego County Superior Court, Case No. GIC820803; Conley v. Norwest, San Diego County Superior Court, Case No. N73741; Connell v. Sun Microsystems, Alameda Superior Court, Case No. RG06252310; Corrente v. Luxe Valet, Inc., San Francisco County Superior Court, Case No. CGC-15-545961; Cruz v. Redfin Corporation, U.S. District Court Northern District of California, Case No. 3:14-cv-05234-THE; Culley v. Lincare Inc. & Alpha Respiratory Inc., U.S. District Court eastern District of California, Case No. 2:15-cv-00081-GEB-CMK; Cunningham v. Leslie's Poolmart, Inc., U.S. District Court, Central District of California, Case No. 13-cv-02122-CAS; Curry v. California Testing Bureau/McGraw Hill, U.S. District Court, Northern District of California, Case No. C-05-4003 JW; Daniels, et al. v. Philip Morris,(In Re Tobacco Cases II) – Class Certification Granted, San Diego Superior Court, Case No. JCCP 4042; Davis v. Genex Holdings Inc., Santa Clara County Superior Court, Case No. 1-13-cv-240830; Davis v. Clear Connection, LLC, San Diego County Superior Court, Case No. 37-2014-00035173-CU-OE-CTL; Day v. WDC Exploration, Orange County Superior Court, Case No. 30-2010-00433770; Dedrick v. Hollandia Dairy, San Diego County Superior Court, Case No. 37-2014-00004311-Cu-OE-CTL; Delmare v. Sungard Higher Education - Settled U.S. District Court, Southern District of California, Case No. 07-cv-1801; Del Rio v. Tumi Stores, Inc., San Diego County Superior Court, Case No. 37-2015-00022008-CU-OE-CTL; Dewane v. Prudential, U.S. District Court, Central District of California, Case No. SA CV 05-1031; Diesel v. Wells Fargo Bank, Orange County Superior Court, Case No. 30-2011-00441368; Dirienzo v. Dunbar Armored, U.S. District Court, Southern District of California, Case No. 09-cv-2745; Dobrosky v. Arthur J. Gallagher Service Company, LLC, Class certification Granted, No. EDCV 13-0646 JGB (Spx); Dodds v. Zaven Tootikian, Los Angeles County Superior Court, Case No. BC494402; Drumheller v. Radioshack Corporation, United States District Court, Central District of California, Case No. SACV11-355; Enger v. Kaiser Foundation Health Plan, U.S. District Court, Southern District of California, Case No. 09-cv-1670; Escobar v. Silicon Valley Security & Patrol, Inc., Santa Clara County Superior Court, Case No. 1-14-cv272514; Fierro v. Chase Manhattan - Class Certification Granted, Settled San Diego Superior Court, Case No. GIN033490; Figueroa v. Circle K Stores, Inc., San Diego County Superior Court, Case No. 37-2012-00101193-CU-OE-CTL; Finch v. Lamps Plus, (Lamps Plus Credit Transaction Cases), San Diego Superior Court, Case No. JCCP 4532; Fletcher v. Verizon, U.S. District Court, Southern

District of California, Case No. 09-cv-1736; Francisco v. Diebold, U.S. District Court, Southern District of California, Case No. 09-cv-1889; Friend v. Wellpoint, Los Angeles Superior Court, Case No. BC345147; Frudakis v. Merck Sharp & Dohme, U.S. District Court, Central District California, Case No. SACV 11-00146; Fulcher v. Olan Mills, Inc., U.S. District Court, Northern District of California, Case No. 11-cv-1821; Gabisan v. Pelican Products, U.S. District Court, Southern District California, Case No. 08 cv 1361; Galindo v. Sunrun Installation Services Inc., San Diego County Superior Court, Case No. 37-2015-00008350-CU-OE-CTL; Gallagher v. Legacy Partners Commercial, Santa Clara County Superior Court, Case No. 112-cv-221688; Ghattas v. Footlocker Retail, Inc., U.S. District Court Central District of California, Case No. CV 13-0001678 PA; Gibson v. World Savings, Orange County Superior Court, Case No. 762321; Goerzen v. Interstate Realty Management, Co., Stanislaus County Superior Court, Case No. 679545; Gomez v. Enterprise Rent-A-Car, U.S. District Court, Southern District of California, Case No. 3:10-cv-02373; Gordon v. Wells Fargo Bank, U.S. District Court, Southern District of California, Case No. 3:11-cv-00090; Grabowski v. CH Robinson, U.S. District Court, Southern District of California, Case No. 10-cv-1658; Gross v. ACS Compiq Corporation, Orange County Superior Court, Case No. 30-2012-00587846-CU-OE-CXC; Gripenstraw v. Buffalo Wild Wings, U.S. District Court, Eastern District of California, Case No. 12-CV-00233; Gruender v. First American Title, Orange County Superior Court, Case No. 06 CC 00197; Guillen v. Univision Television Group, Inc. & Univision Management Co., San Francisco County Superior Court, Case No. CGC-12-526445; Gujjar v. Consultancy Services Limited, Orange County Superior Court, Case No. 30-2010-00365905; Gutierrez v. Five Guys Operations, LLC, San Diego County Superior Court, Case No. 37-2012-00086185-CU-OE-CTL; Handler v. Oppenheimer, Los Angeles Superior Court, Civil Action No. BC343542; Harley v. Tavistock Freebirds, LLC, Sacramento County Superior Court, Case No. 34-2014-00173010; Harrington v. Corinthian Colleges – Class Certification Granted, Orange Superior Court; United States Bankruptcy Court District of Delaware; Harvey v. PQ Operations, Inc., Los Angeles County Superior Court, Case No. BC497964; Henshaw v. Home Depot U.S.A., United States District Court, Central District of California, Case No. SACV10-01392; Heithold v. United Education Institute, Orange County Superior Court, Case No. 30-2013-00623416-CU-OE-CXC; Hibler v. Coca Cola Bottling, Settled U.S. District Court, Southern District of California, Case No. 11cv0298; Hildebrandt v. TWC Administration LLC & Time Warner NY Cable, LLC, U.S. District Court, Central District of California, Case No. ED-cv-13-02276-JGB; Hopkins v. BCI Coca-Cola Bottling Company of Los Angeles, United states District Court, Central District of California; U.S. Court of Appeals 9th Circuit; Howard v. Southern California Permanente Medical Group, Los Angeles Superior Court, Case No. BC586369; Hughes v. Parexel International, Los Angeles County Superior Court, Case No. BC485950; Hurley v. Comcast of California/Colorado/Texas/Washington, Inc., Sonoma County Superior Court, Case No. SCV-253801; Irving v. Solarcity Corporation, San Mateo County Superior Court, Case No. CIV525975; Jacobs v. Nu Horizons - Settled Santa Clara County Superior Court, Case No. 111cv194797; Jefferson v. Bottling Group LLC (Pepsi) - Class Certification Granted, Orange County Superior Court, Case No. 30-2009-0018010; Jones v. E*Trade Mortgage, U.S. District Court, Southern District California Case No. 02-CV-1123 L (JAH); Kennedy v. Natural Balance - Dismissal Reversed on Appeal, San Diego Superior Court, Case No. 37-2007-00066201; Keshishzadeh v. Arthur J. Gallagher Service Co., U.S. District Court, Southern District of California, Case No. 09-cv-0168; Kinney v. AIG Domestic Claims / Chartis, U.S. District Court, Central District of California, Case No. 8:10-cv-00399; Kizer v. Tristar Risk Management, Orange County Superior Court, Case No. 30-2014-00707394-CU-OE-CXC; Kleinberg v. Reeve Trucking Company, Inc., San Diego County Superior Court, Case No. 37-2015-00001601-CU-OE-CTL; Kove v. Old Republic Title, Alameda County Superior Court, Case No. RG09477437; Krellcom v. Medley Communications, Inc., San Diego County Superior Court, Case No. 37-2013-00050245-CU-OE-CTL; Ladd v. Extreme Recovery, LP, Contra Costa County Superior Court, Case No. MSC11-02790; Langille v. EMC, U.S. District Court, Southern District of California, Case No. 09-cv-0168; Lawson v. Marquee Staffing, Los Angeles County Superior Court, Case No. 37-2012-00103717-

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Southern District, Case No. 3:20-cv-879-LAB-NLS; Ettedgui v. WB Studio Enterprises Inc – U.S. District Court, California Central District, Case No. 2:20-CV-08053-MCS (MAAx); Fernandez v. Nuvision Federal Credit Union – Orange County Superior Court, Case No. 30-2020-01161691-CU-OE-CJC; Aviles v. UPS Supply Chain Solutions, Inc. – Riverside County Superior Court, Case No. RIC2000727; Alcocer v. DSV Solutions, LLC – San Bernardino Superior Court, Case No. CIVDS2010345; Wilson v. Wholesome Harvest Baking, LLC – U.S. District Court, California Northern District, Case No. 4:20-cv-05186-YGR; Gregory v. Verio Healthcare, Inc. – Los Angeles County Superior Court, Case No. 20STCV37254; Rose v. Impact Group, LLC – Orange County Superior Court, Case No. 30-2020-01141107-CU-OE-CXC; Monasterio v. Citibank, N.A. – San Mateo County Superior Court, Case No. 20-CIV-03650; Martinez-Lopez v. Medamerica, Inc. – San Diego County Superior Court, Case No. 37-2020-00034393-CU-OE-CTL; Cox v. PRB Management, LLC – Solano County Superior Court, Case No. FCS055514; Nash v. K. Hovnanian Companies, LLC – Riverside County Superior Court, Case No. RIC2003319; Kyler v. Harbor Freight Tools USA, Inc. – San Diego County Superior Court, Case No. 37-2020-00015828-CU-OE-CTL; Roberts v. Solantic Corporation – Los Angeles County Superior Court, Case No. 20STCV41117; Price v. Mistras Group, Inc. – Los Angeles County Superior Court, Case No. 20STCV22485; Macias v. ABM Electrical & Lighting Solutions, Inc. – San Diego County Superior Court, Case No. 37-2020-00024997-CU-OE-CTL; Basu-Kesselman v. Garuda Labs, Inc. – San Francisco County Superior Court, Case No. CGC-20-585229; Armstrong v. Prometric LLC – Los Angeles County Superior Court, Case No. 20STCV29967; Ashlock v. Advantis Medical Staffing, LLC – San Diego County Superior Court, Case No. 37-2020-00022305-CU-OE-CTL; Wilson v. WXI Global Solutions, LLC – Los Angeles County Superior Court, Case No. 20STCV25007; Gandhale v. Select Rehabilitation, LLC – Monterey County Superior Court, Case No. 20CV002240; Starvoice v. G4S Secure Solutions (USA) Inc. – San Diego County Superior Court, Case No. 37-2020-00029421-CU-OE-CTL; Mbise v. Axlehire, Inc. – Alameda County Superior Court, Case No. RG20067350; Points v. C&J Services, Inc. – Kern County Superior Court, Case No. BCV-20-102483; Marshall v. PHI Air Medical, LLC – Lassen County Superior Court, Case No. 62973; Jauregui v. Cytotec Engineered Materials, Inc. – Orange County Superior Court, Case No. 30-2020-01164932-CU-OE-CXC

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8 SUPERIOR COURT OF THE STATE OF CALIFORNIA

9 COUNTY OF LOS ANGELES

10 LESLIE SENOREN, an individual, on
11 behalf of herself, and on behalf of all
persons similarly situated,

12 Plaintiff,

13 v.

14 AIR CANADA CORPORATION, a
15 Corporation; and DOES 1 through 50,
inclusive,

16 Defendants.

Case No. 20STCV13942

DECLARATION OF ANDREW ABBONA IN
SUPPORT OF CLASS ACTION
SETTLEMENT

ASSIGNED FOR ALL PURPOSES TO
JUDGE AMY D. HOGUE, DEPT. 7

Complaint Filed: April 9, 2020

1 I, Andrew Abbona, hereby declare and state as follows:

2 1. I am employed by Defendant Air Canada, as its Senior Director, Customer
3 Service Airport Operations – USA. The following facts are true and correct based upon my review
4 of corporate personnel and payroll records and if called and sworn as a witness I could and would
5 competently testify thereto.

6 2. Based upon the payroll records maintained in the regular course of business,
7 during the period from April 6, 2016 through December 31, 2020, a total of 319 non-exempt
8 employees performed work for Air Canada in California. During this period, these employees worked
9 a total of approximately 17,280 pay periods.

10 3. From, January 1, 2021 through May 24, 2021, Air Canada has not hired any
11 new employees. The existing employees worked a total of 509 pay periods during the period from
12 January 1, 2021 through May 24, 2021.

13
14 I declare under penalty of perjury under the laws of the State of California and the United
15 States of America, that the foregoing is true and correct.

16 Executed this 26 day of May 2021, at Toronto, Ontario, Canada.

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21 ANDREW ABBONA
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