

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

Coordination Proceeding
Special Title (Rule 3.550)

**TOTAL AIRPORT SERVICES, LLC
WAGE AND HOUR CASES**

Including Actions:

Delmy Rivera v. Total Airport Services, LLC, Superior Court of California, Los Angeles County, Case No. 19STCV32847

Cassandra Olomua v. Total Airport Services, LLC, Superior Court of California, San Mateo County, Case No. 19-CIV-06044

Fernando Aguilera, et al. v. Total Airport Services, LLC, Superior Court of California, Alameda County, Case No. RG20067972

Judicial Council Coordination Proceeding
No.: 5084

Honorable David S. Cunningham III
Department 11

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PRIVATE ATTORNEYS
GENERAL ACT SETTLEMENT AND
NOTICE PROCEDURES**

Rivera Action Filed: September 16, 2019
Olomua Action Filed: October 15, 2019
Aguilera Action Filed: July 17, 2020
Trial Date: None Set

1 Plaintiffs' motion for preliminary approval came on regularly for hearing on March 19, 2025,
2 in Department 11 of the Superior Court of the State of California, County of Los Angeles, before
3 the Honorable David S. Cunningham III. Plaintiffs were represented by their counsel, Lawyers *for*
4 Justice, PC and Mahoney Law Group, APC ("Class Counsel"). Defendant Total Airport Services,
5 LLC ("Defendant") was represented by its counsel, DLA Piper LLP (US).

6 Plaintiffs and Defendant have agreed to settle the Actions upon the terms and conditions set
7 forth in the Class Action and Private Attorneys General Act Settlement Agreement ("Agreement"),
8 which is attached as Exhibit 1 to the Declaration of Vartan Madoyan in support of Plaintiffs' motion
9 for preliminary approval.

10 Based upon the Court's review of the Agreement, the moving papers submitted in support
11 of preliminary approval, and all of the files, records, and proceedings herein, and in recognition of
12 the Court's duty to make a preliminary determination as to the reasonableness of this proposed class
13 action settlement and to ensure proper notice to all Class Members in accordance with due process
14 requirements, the Court preliminarily finds: (1) the Settlement of the Released Class Claims was
15 entered into in good faith and appears to be fair, reasonable, and adequate, such that the
16 Administrator should distribute notice of the Settlement to all Class Members, and a hearing
17 regarding final approval of the Settlement should be set; and (2) the Settlement of the Released
18 PAGA Claims appears consistent with PAGA's underlying purpose of benefitting the public.
19 Accordingly, the Court GRANTS preliminary approval of the Parties' Settlement for the reasons
20 stated below, and sets the below schedule for notice to Class Members and the Final Approval
21 Hearing:

22 THEREFORE, IT IS HEREBY ORDERED:

23 1. This Order incorporates by reference the definitions in the Agreement, and all terms
24 defined therein shall have the same meaning in this Order.

25 2. It appears to the Court on a preliminary basis that the class aspects of the Settlement
26 are fair, reasonable, and adequate. More specifically, it appears to the Court that counsel for the
27 Parties have engaged in sufficient investigation, research, and formal and informal discovery, such
28 that Class Counsel and Defense Counsel are able to reasonably evaluate their respective positions.

1 The Court preliminarily finds that the class aspects of the Settlement appear to be within the range
2 of reasonableness of a settlement that could ultimately be given final approval by this Court. Indeed,
3 the Court has reviewed the monetary recovery that is being granted as part of the Settlement and
4 preliminarily finds that the monetary settlement awards made available to all Class Members appear
5 fair, reasonable, and adequate when balanced against the probable outcome of further litigation
6 relating to liability and damages issues.

7 3. The Court further preliminarily finds that the relief provided for under PAGA is
8 genuine, meaningful, and consistent with PAGA's underlying purpose of benefitting the public.

9 4. The Court also finds that settlement of the class and PAGA claims at this time will
10 avoid substantial additional costs by all Parties, as well as avoid the delay and risks that would be
11 presented by the further prosecution of the Actions. It further appears that the Settlement has been
12 reached as a result of an arms' length mediation session before a neutral mediator.

13 5. Additional factors weigh in favor of granting preliminary approval. The proposed
14 Settlement does not require Class Members to participate in a claims process in order to receive
15 their share of the Gross Settlement Amount. Any funds not claimed will not revert to Defendant but
16 will be paid to the Cy Pres Recipient to be approved by the Court. The Parties have proposed Legal
17 Aid Foundation of Los Angeles as the Cy Pres Recipient. The Court preliminary finds that the
18 Parties' proposed Cy Pres Recipient is fair, adequate, and reasonable.

19 6. For the purposes of this Settlement only, the Court hereby provisionally certifies the
20 Released Class Claims on behalf of the Class. "Class" means all current and former hourly-paid or
21 non-exempt employees of Defendant in California employed at any time during the Class Period.
22 Individuals who are part of the Class are also referred to as "Class Members." If for any reason the
23 Settlement does not become effective, the fact that the Parties were willing to stipulate to
24 certification of the Released Class Claims on behalf of the Class Members as part of the Settlement
25 shall have no bearing on, and shall not be admissible in connection with, the issue of whether the
26 Released Class Claims should be certified on behalf of the Class Members in a non-settlement
27 context in the Actions or in any other lawsuit.

28 ////

1 7. For the purposes of this Settlement only, the Court hereby preliminarily appoints and
2 designates Plaintiffs to serve as the representatives for the Class Members who do not opt out of the
3 Settlement by the Response Deadline.

4 8. For purposes of this Settlement, the Court also preliminarily appoints Lawyers *for*
5 Justice, PC and Mahoney Law Group, APC to serve as Class Counsel for the Participating Class
6 Members. Class Counsel is authorized to represent and bind Plaintiffs and Participating Class
7 Members with respect to all acts or consents required by this Order. Any Class Member may enter
8 an appearance through counsel of such individual's own choosing and at such individual's own
9 expense. Any Participating Class Member who does not enter an appearance or appear on his or her
10 own will be represented by Class Counsel.

11 9. The Court finds, based on Class Counsel's declaration, that Class Counsel have
12 notified the California Labor and Workforce Development Agency ("LWDA") of the PAGA claims
13 at issue in this lawsuit pursuant to former Labor Code section 2699.3, and that Class Counsel has
14 notified the LWDA of the settlement of those claims by submitting a copy of the Agreement to the
15 LWDA in compliance with former California Labor Code section 2699(I).

16 10. For purposes of this Settlement, the Court hereby preliminarily approves the
17 definition and disposition of the Gross Settlement Amount and related matters provided for in the
18 Agreement. In accordance with the Agreement, the Court hereby preliminarily approves the Gross
19 Settlement Amount of \$4,600,000.00, which is the total, non-reversionary amount that Defendant
20 shall be obligated to pay under the Agreement in order to settle the Actions. In addition, Defendant
21 shall also pay the employer's share of payroll taxes on the Wage Portion of the Individual Class
22 Payments. The Court also preliminarily approves the Parties' agreement that any portion of the
23 employer's share of payroll taxes refunded by state or federal taxing authorities as a result of
24 uncashed Individual Class Payment checks shall be returned to Defendant.

25 11. For purposes of this Settlement, the Court hereby preliminarily approves the Class
26 Representative Service Payments to Plaintiffs in the amount of \$10,000.00 each in recognition of
27 their role in prosecuting the Actions on behalf of Class Members and for providing a Complete and
28 General Release to the Released Parties. The Court is not approving this amount but is merely

1 authorizing notice to be provided to the Class Members of Plaintiffs' requested Class Representative
2 Service Payments and allowing Plaintiffs to make an application at the Final Approval Hearing. The
3 Court will decide the final amount of the Class Representative Service Payments at the Final
4 Approval Hearing, and the Class Representative Service Payments will be paid from the Gross
5 Settlement Amount.

6 12. For purposes of this Settlement, the Court hereby preliminarily approves a payment
7 of Class Counsel Fees of up to \$1,610,000.00 for the services the attorneys representing the
8 Plaintiffs in the Actions have rendered and will render in the Actions. The Court is not approving
9 this amount but is merely authorizing notice to be provided to the Class Members of Plaintiffs'
10 requested Class Counsel Fees and allowing Class Counsel to make an application at the Final
11 Approval Hearing. The Court will decide, and shall have exclusive jurisdiction regarding, the final
12 amount and allocation of the Class Counsel Fees at the Final Approval Hearing, and the Class
13 Counsel Fees will be paid from the Gross Settlement Amount.

14 13. For purposes of this Settlement, the Court hereby preliminarily approves a payment
15 of Class Counsel Litigation Costs not to exceed a total of \$30,000.00 for the litigation costs all
16 attorneys representing Plaintiffs in the Actions have incurred and will incur in the investigation,
17 litigation, and resolution of the Actions. The Court is not approving this amount but is merely
18 authorizing notice to be provided to the Class Members of Plaintiffs' requested Class Counsel
19 Litigation Costs and allowing Class Counsel to make an application at the Final Approval Hearing.
20 The Court will decide, and shall have exclusive jurisdiction regarding, the final amount and
21 allocation of the Class Counsel Litigation Costs at the Final Approval Hearing, and the Class
22 Counsel Litigation Costs will be paid from the Gross Settlement Amount.

23 14. For purposes of this Settlement, the Court hereby preliminarily approves a maximum
24 payment of \$30,000.00 to the Administrator for third-party administration fees that are necessary to
25 administer the Settlement ("Administration Expenses"). The Court will decide the final
26 Administration Expenses at the Final Approval Hearing, and the Administration Expenses will be
27 paid from the Gross Settlement Amount.

28 ////

1 15. For purposes of this Settlement, the Court hereby preliminarily approves the PAGA
2 Settlement Amount in the amount of \$500,000.00 as providing genuine and meaningful relief that
3 is consistent with PAGA's underlying purpose of benefitting the public. The Court also
4 preliminarily approves the Parties' allocation of: (a) seventy-five percent (75%) of the PAGA
5 Settlement Amount as the LWDA PAGA Payment to the LWDA; and (b) twenty-five percent (25%)
6 of the PAGA Settlement Amount as Individual PAGA Payments to the Affected Employees. The
7 PAGA Settlement Amount shall resolve all claims for civil penalties under the PAGA for the PAGA
8 claims consistent with the Released PAGA Claims described in the Agreement. The Agreement
9 provides that the Individual PAGA Payments shall be distributed to Affected Employees on a *pro*
10 *rata* basis based on the number of pay periods each worked in a non-exempt position for Defendant
11 in California during the PAGA Period (i.e., May 12, 2019, through and including December 31,
12 2022). The Court preliminarily approves this proposed allocation and distribution of the PAGA
13 Settlement Amount as fair, reasonable, and adequate. The Court will decide the final PAGA
14 Settlement Amount at the Final Approval Hearing, and the PAGA Settlement Amount will be paid
15 from the Gross Settlement Amount.

16 16. The Net Settlement Amount to be distributed to Participating Class Members is the
17 Gross Settlement Amount minus deductions for the Class Representative Service Payments, Class
18 Counsel Fees, Class Counsel Litigation Costs, Administration Expenses, and PAGA Settlement
19 Amount. The Agreement provides that the Individual Class Payments shall be calculated by dividing
20 a Participating Class Member's individual Workweeks worked in a non-exempt position for
21 Defendant in California during the Class Period by the total of all Workweeks worked by all
22 Participating Class Members for Defendant in California during the Class Period, and multiplying
23 this result by the Net Settlement Amount. The Court finds that the Net Settlement Amount confers
24 a substantial benefit to Participating Class Members. Accordingly, for purposes of this Settlement,
25 the Court preliminarily approves the Net Settlement Amount and the Individual Class Payments as
26 fair, reasonable, and adequate. The Court will ultimately decide the fairness and adequacy of the
27 distribution of the Net Settlement Amount at the Final Approval Hearing, and the Net Settlement
28 Amount will be paid from the Gross Settlement Amount.

1 17. The Court finds that – provided that all blanks/missing information are filled out –
2 the form and content of the proposed Class Notice (attached to the Agreement as Exhibit A and also
3 attached to this Order as Exhibit A) will fairly and adequately advise Class Members of the terms
4 of the proposed Settlement, of the preliminary approval of the proposed Settlement, of their right to
5 receive their share of the Settlement, of the scope and effect of the Released Class Claims, of their
6 rights and obligations relating to opting out of or objecting to the Settlement, of the date of the Final
7 Approval Hearing, and of their right to appear at the Final Approval Hearing. Thus, the Court finds
8 that the Class Notice comports with all constitutional requirements, including those of due process.
9 The Court further finds that the distribution of the Class Notice as specifically described within the
10 Agreement, with measures taken for verification of addresses, as set forth therein, constitutes a fair
11 and effective method of providing notice of this Settlement.

12 18. The Court hereby appoints Phoenix Class Action Administration Solutions as the
13 Administrator to provide notice of the Settlement and administer the Settlement, as more specifically
14 set forth in the Agreement.

15 19. The Court understands that the Settlement includes a release of Released Class
16 Claims. Upon the Effective Date, Plaintiffs – on behalf of themselves and Participating Class
17 Members – will fully and irrevocably release the Released Parties from any and all claims, rights,
18 demands, and liabilities of every nature and description, whether known or unknown, suspected or
19 unsuspected, arising under federal, state, or local law, that were asserted or that could have been
20 asserted based on the facts alleged in the Actions that arose during the Class Period, including: (a)
21 unlawful and unfair competition in violation of California Business and Professions Code section
22 17200 *et seq.*; (b) failure to pay minimum and overtime wages for all time worked in violation of
23 California Labor Code sections 510, 1194, 1197, 1197.1, and 1198, including but not limited to
24 rounding of time punches and off-the-clock time spent (i) traveling on shuttles from a parking lot to
25 work locations; and (ii) waiting to clock in; (c) failure to pay all wages due, including but not limited
26 to overtime, double-time, meal period premium, rest period premium, reporting time, vacation, and
27 sick leave wages, at the correct regular rate of pay; (d) failure to provide meal periods in violation
28 of California Labor Code sections 226.7 and 512 and the applicable Industrial Welfare Commission

1 (“IWC”) Wage Order; (e) failure to provide rest periods in violation of California Labor Code
2 section 226.7 and the applicable IWC Wage Order; (f) failure to provide accurate itemized wage
3 statements (including through Aline cards) in violation of California Labor Code section 226; (g)
4 failure to pay all wages due upon termination of employment in violation of California Labor Code
5 sections 201-203 (including when payment of wages was made through Aline cards); (h) failure to
6 pay employees within 7 days of the close of the payroll period in violation of California Labor Code
7 section 204 (including when payment of wages was made through Aline cards); (i) failure to
8 maintain records in violation of California Labor Code sections 1174 and 1174.5; (j) failure to
9 reimburse employees for business expenses, including but not limited to cell phone service and
10 uniforms, in violation of California Labor Code sections 2800 and 2802; (k) failure to pay reporting
11 time pay as required by the applicable IWC Wage Order; (l) attorneys’ fees and costs incurred to
12 prosecute the Actions on behalf of Class Members; and (m) any other derivative remedies, penalties,
13 and interest available under the law based on the facts alleged in the Actions. The release of Class
14 claims will run from December 2, 2016, through and including December 31, 2022, except that the
15 release of the California Labor Code sections 2800 and 2802 claims alleged in the *Rivera* Action
16 and the *Olomua* Action shall run from September 16, 2015, through and including December 31,
17 2022. Except as expressly set forth in the Agreement, Participating Class Members do not release
18 any other claims, including claims for vested benefits, wrongful termination, violation of the Fair
19 Employment and Housing Act, unemployment insurance, disability, social security, workers’
20 compensation, or claims based on facts occurring outside the Class Period.

21 20. The Court understands that the Settlement includes a release of Released PAGA
22 Claims. Upon the Effective Date, Plaintiffs Aguilera and Miller – on behalf of themselves, the State
23 of California, and Affected Employees – will fully and irrevocably release the Released Parties from
24 the Released PAGA Claims, meaning any and all claims, rights, demands, and liabilities of every
25 nature and description, whether known or unknown, for civil penalties that were asserted or that
26 could have been asserted based on the facts alleged in the Actions that arose during the PAGA
27 Period, including, but not limited to, claims for civil penalties for alleged violations of California
28 Labor Code sections 201-204, 206, 210, 212, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174,

1 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2800, and 2802, violations of California Code of
2 Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8,
3 Section 11070(14), and violations of the applicable IWC Wage Order(s), attorneys' fees and costs
4 incurred to prosecute the PAGA claims in the Actions on behalf of Affected Employees, and by
5 incorporation any and all of the alleged conduct included in the defined Released Class Claims. The
6 release of PAGA claims will run from May 12, 2019, through and including December 31, 2022.
7 The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims,
8 claims for wrongful termination, discrimination, unemployment insurance, disability and worker's
9 compensation, and claims outside of the PAGA Period. In light of the consideration provided under
10 the Settlement, the Court makes a preliminary finding that the release of the Released PAGA Claims
11 appears fair, adequate, and reasonable.

12 21. The Court understands that, under the Settlement, Plaintiffs will provide a Complete
13 and General Release, including a Plaintiffs' 1542 Waiver (as defined in the Agreement) to the
14 Released Parties in consideration for the promises and payments set forth in the Agreement –
15 including the Class Representative Service Payments to which Defendant contends Plaintiffs are
16 otherwise not entitled. In light of the considerations provided under the Settlement, the Court makes
17 the preliminary finding that Plaintiffs' Complete and General Release appears fair, adequate, and
18 reasonable.

19 22. The Court understands that the Settlement provides for the following procedures, all
20 of which the Court has considered and finds to be fair, adequate, and reasonable:

21 a. No later than fifteen (15) calendar days after the date of this Preliminary
22 Approval Order, Defendant shall provide the Administrator with the Class Data, which shall include,
23 for each Class Member: name; last-known mailing address; social security number; the number of
24 workweeks worked in a non-exempt position for Defendant in California between September 16,
25 2015, and December 1, 2016; the number of workweeks worked in a non-exempt position for
26 Defendant in California between December 2, 2016, and December 31, 2022; and the number of
27 pay periods worked in a non-exempt position for Defendant in California between May 12, 2019,
28 and December 31, 2022.

1 b. No later than twenty-one (21) calendar days after receipt of the Class Data
2 from Defendant, and after updating mailing addresses using the National Change of Address
3 database, the Administrator shall mail the Class Notice to all Class Members by First Class U.S.
4 Mail pursuant to the terms of the Agreement.

5 c. No later than twenty-one (21) calendar days after receipt of the Class Data
6 from Defendant, the Administrator shall establish the Settlement website and post to the website
7 copies of the Class Notice and the other documents the Parties agreed to post on the website, as
8 identified in the Agreement.

9 d. Class Members shall be given an opportunity to exclude themselves from the
10 settlement of the Released Class Claims by submitting a Request for Exclusion that: contains the
11 name, address and telephone number of the person requesting exclusion; indicates that they do not
12 wish to participate in the Settlement in the *Total Airport Services, LLC Wage and Hour Cases*, or
13 some other descriptor that identifies the case; and be signed by the person requesting exclusion. Any
14 Request for Exclusion shall be postmarked no later than the Response Deadline, which is sixty (60)
15 days after the Administrator mails the Class Notice. The date of the postmark on the return mailing
16 envelope shall be the exclusive means used to determine whether a Request for Exclusion has been
17 timely submitted. Any Class Member who submits a timely and valid Request for Exclusion will
18 not be entitled to an Individual Class Payment and will not be bound by the release of the Released
19 Class Claims. Any Class Member who submits a timely and valid Request for Exclusion will not
20 have any right to object to or appeal the Settlement. Class Members who do not submit a timely and
21 valid Request for Exclusion on or before the Response Deadline, absent a good cause finding by the
22 Court permitting the late Request for Exclusion, shall be deemed Participating Class Members and
23 will be bound by all terms of the Settlement and the Final Approval Order and Judgment entered in
24 the above-captioned coordinated actions. Under no circumstances will a Class Member who has
25 submitted a timely and valid Request for Exclusion be considered to have opted out of the PAGA
26 aspects of the Settlement or the Released PAGA Claims.

27 e. Any Class Member wishing to object to the settlement of the Released Class
28 Claims must submit his/her objection to the Administrator by the Response Deadline. To be valid,

1 the Notice of Objection must: (i) contain the name, address and telephone number of the Class
2 Member and the approximate dates s/he worked for Defendant; (ii) identify the case, e.g., by stating
3 the Notice of Objection relates to the *Total Airport Services, LLC Wage and Hour Cases*, or some
4 other descriptor that identifies the case; (iii) state the basis for the objection; (iv) be signed by the
5 Class Member; and (v) be postmarked on or before the Response Deadline. Absent good cause found
6 by the Court, if the Notice of Objection does not satisfy the requirements listed in (i)-(v), it will not
7 be deemed a timely and valid objection to the Settlement. The date of the postmark on a Notice of
8 Objection shall be the exclusive means used to determine whether a Notice of Objection has been
9 timely served on the Administrator. Class Members also have a right to appear at the Final Approval
10 Hearing to have their objections heard by the Court.

11 23. As of the date this Order is signed, all dates and deadlines associated with the above-
12 captioned coordinated Actions shall be stayed, other than those pertaining to the administration of
13 the Settlement, to be re-set if final approval is not granted. To the extent permitted by law, pending
14 final determination as to whether the Settlement should be finally approved, Class Members whether
15 directly, representatively, or in any other capacity, may not institute or prosecute any of the Released
16 Class Claims against the Released Parties.

17 24. This Settlement is not a concession or admission and shall not be used against
18 Defendant or any of the Released Parties as an admission of liability with respect to the Released
19 Class Claims or Released PAGA Claims. Whether or not the Settlement is finally approved, neither
20 the Settlement, nor any document, statement, proceeding, or conduct related to the Settlement, nor
21 any reports or accounts thereof, shall in any event be: (a) construed as, offered or admitted in
22 evidence as, received as, or deemed to be evidence for any purpose adverse to the Released Parties
23 including, but not limited to, evidence of a presumption, concession, indication, or admission by
24 Defendant or any of the Released Parties of any liability, fault, wrongdoing, omission, concession,
25 or damage; or (b) disclosed, referred to, offered, or received in evidence against any of the Released
26 Parties in any further proceeding in the Actions, or in any other civil, criminal, or administrative
27 action or proceeding, except for purposes of enforcing the Settlement.

28 ////

1 25. Class Counsel's motion and other papers in support of Final Approval of the
2 proposed Settlement and applications for awards of the Class Representative Service Payments, the
3 Class Counsel Fees, and the Class Counsel Litigation Costs shall be filed and served no later than
4 sixteen (16) court days before the Final Approval Hearing.

5 26. A Final Approval Hearing shall be held on _____, 2025, in
6 Department 11 of the Superior Court of the State of California, County of Los Angeles, located at
7 the Spring Street Courthouse, 312 North Spring Street, Los Angeles, California 90012, before the
8 Honorable David S. Cunningham III, to determine whether the proposed Settlement is fair,
9 reasonable, and adequate and should be finally approved. The Final Approval Hearing may be
10 postponed, adjourned, transferred, or continued by order of the Court without further notice to Class
11 Members. After the Final Approval Hearing, the Court may enter a Final Approval Order and
12 Judgment in accordance with the Settlement that will adjudicate the rights of all Participating Class
13 Members, Affected Employees, and the State of California.

14 27. In the event that the proposed Settlement is not finally approved by the Court, or for
15 any reason the Effective Date does not occur, then the Settlement and all orders entered in
16 connection therewith shall be null and void and of no effect, and shall not be used or referred to for
17 any purposes whatsoever, other than in connection with any further attempts to obtain approval of
18 a Settlement. If the Settlement is not ultimately approved, the Settlement shall be withdrawn without
19 prejudice as to the rights of the Parties thereto.

20
21 IT IS SO ORDERED.

22
23 Dated: _____

Judge of the Superior Court
Hon. David S. Cunningham III

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND
HEARING DATE FOR FINAL COURT APPROVAL
[Total Airport Services Wage and Hour Cases, JCCP 5084]**

***The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement or solicitation by a lawyer. You are not being sued.***

You may be eligible to receive money from three lawsuits (“Actions”) against Total Airport Services, LLC (“TAS”) for alleged wage and hour violations. The Actions were filed by former TAS employees Cassandra Olomua, Fernando Aguilera, Elijah Miller, and Delmy Rivera (“Plaintiffs”) and seek payment of (1) back wages and expense reimbursement for a class of all individuals employed by TAS in hourly or non-exempt positions in California at any time during the Class Period, *i.e.*, September 16, 2015, through and including December 31, 2022 (“Class Members”); and (2) civil penalties under the California Private Attorneys General Act (“PAGA”) for all individuals employed by TAS in hourly or non-exempt positions in California at any time during the PAGA Period, *i.e.*, May 12, 2019, through and including December 31, 2022 (“Affected Employees”).

The proposed Settlement has two main parts: (1) a class action settlement requiring TAS to fund Individual Class Payments, and (2) a PAGA settlement requiring TAS to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on TAS’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_____ (less withholding) and your Individual PAGA Payment is estimated to be \$_____.** The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for either your Individual Class Payment and/or Individual PAGA Payment, then according to TAS’s records you are not eligible for an Individual Class Payment and/or Individual PAGA Payment under the Settlement because you didn’t work during the Class Period or PAGA Period, as applicable.)

The above estimates are based on TAS’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ pay periods** during the PAGA Period.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or do not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires TAS to make payments under the Settlement and requires Class Members and Affected Employees to give up their rights to assert certain claims against TAS and the other Released Parties, *i.e.*, TAS and each of its predecessors and any former and current parents, subsidiaries, affiliates, and any other entities that could be considered to have jointly employed the Class Members or Affected Employees, as well as each of the foregoing’s respective officers,

directors, members, managers, owners, executives, partners, executive-level employees, shareholders, agents, and attorneys, and any of TAS's successors, assigns, or legal representatives.

If you worked for TAS during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert the Released Class Claims against TAS.
- (2) Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue your individual wage claims against TAS. You cannot opt out of the PAGA portion of the proposed Settlement.

TAS will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment. In exchange, you will give up your right to assert the class action wage claims against TAS that are covered by this Settlement (<i>i.e.</i> , the Released Class Claims).
You Can Opt Out of the Class Settlement but not the PAGA Settlement. The Opt-Out Deadline is _____	If you don't want to fully participate in the proposed Settlement, you can opt out of the class aspects of the Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will no longer be eligible for an Individual Class Payment and you will have no right to object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt out of the PAGA portion of the proposed Settlement. If the Court approves the PAGA settlement, TAS must pay Individual PAGA Payments to all Affected Employees and the Affected Employees must give up their rights to pursue the Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement	All Class Members who do not opt out ("Participating Class Members") can object to the class aspects of the Settlement. The Court's decision regarding whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and to Plaintiffs who pursued the Actions on behalf of the Class. You are not personally responsible for any

Written Objections Must be Submitted by _____	payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone, or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

1. WHAT ARE THE ACTIONS ABOUT?

Plaintiffs are former TAS employees. In the Actions, Plaintiffs accuse TAS of violating California labor laws by: failing to pay all minimum, overtime, meal period premium, rest period premium, reporting time, and sick pay wages due; failing to provide meal and rest periods; failing to provide accurate wage statements; failing to timely pay all wages due during employment and at the time of termination; failing to reimburse all expenses due; and failing to maintain all required employment records. Based on the same theories, Plaintiffs Aguilera and Miller have also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab. Code, § 2698, et seq.) ("PAGA"). Plaintiffs are represented by the following attorneys in the Actions: Lawyers for Justice, PC and Mahoney Law Group, APC ("Class Counsel").

TAS strongly denies violating any laws or failing to pay any wages, and TAS contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTIONS HAVE SETTLED?

So far, the Court has made no determination whether TAS or Plaintiffs are correct on the merits.

In the meantime, Plaintiffs and TAS hired an experienced, neutral mediator in an effort to resolve the Actions by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Actions and enforcing the Agreement, Plaintiffs and TAS have negotiated a proposed Settlement that is subject to the Court's final approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, TAS does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) TAS has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) the Settlement is in the best interests of the Class Members and Affected Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to decide whether to finally approve the Settlement.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- A. TAS will pay \$4,600,000.00 as the Gross Settlement Amount. TAS has agreed to deposit the Gross Settlement Amount into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorneys' fees and expenses, the Administrator's expenses, and penalties to be paid to the LWDA. Assuming the Court grants final approval, TAS will fund the Gross Settlement Amount not more than 14 days after the Judgment entered by the Court becomes final and is no longer subject to appeal.
- B. Court Approved Deductions from Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - i. Up to \$1,610,000.00 [35 % of the Gross Settlement Amount] to Class Counsel for attorneys' fees and up to \$30,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Actions without payment.
 - ii. Up to \$10,000 as Class Representative Service Awards to each Plaintiff for filing the Actions, working with Class Counsel and representing the Class. The Class Representative Service Awards will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.
 - iii. Up to \$30,000 to the Administrator for services administering the Settlement.
 - iv. Up to \$500,000 to resolve the PAGA claims, allocated 75% (\$375,000.00) to the LWDA PAGA Payment and 25% (\$125,00.00) in Individual PAGA Payments to the Affected Employees based on their PAGA Period Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- C. Net Settlement Amount Distributed to Participating Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on the number of Workweeks they worked during the Class Period.

- D. Taxes Owed on Payments to Participating Class Members. Plaintiffs and TAS are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS Form W-2s. TAS will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS Form 1099s.

Although Plaintiffs and TAS have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- E. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be irrevocably lost to you because they will be paid to a non-profit organization or foundation (“Cy Pres”).
- F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the class aspects of the Settlement, unless you notify the Administrator in writing, not later than _____, that you wish to opt out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/their representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the TAS Wage and Hour Cases Settlement or words to that effect. Class Members who exclude themselves from the Settlement will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against TAS.

You cannot opt out of the PAGA portion of the Settlement. Therefore, if the Court approves the PAGA Settlement, Class Members who exclude themselves from the class aspects of the Settlement remain eligible for Individual PAGA Payments and will give up their right to assert the Released PAGA Claims against TAS and the Released Parties.

- G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and TAS have agreed that, in either case, the Settlement will be void: TAS will not pay any money and Class Members will not release any claims against TAS if the Settlement does not become final and binding.

- H. Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also mail and re-mail settlement checks and tax forms and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.
- I. Participating Class Members’ Release. After the Judgment is final and no longer appealable, Participating Class Members will be legally barred from asserting any of the Released Class Claims released under the Settlement. This means that unless you opt out by validly excluding yourself from the class aspects of the Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against TAS or any of the Released Parties for wages arising during the Class Period and PAGA penalties arising during the PAGA Period based on the facts alleged in the Actions and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

As of the Effective Date, Plaintiffs and the Participating Class Members agree to release and discharge the Released Parties from the Released Class Claims, *i.e.*, any and all claims, rights, demands, and liabilities of every nature and description, whether known or unknown, suspected or unsuspected, arising under federal, state, or local law, that were asserted or that could have been asserted based on the facts alleged in the Actions that arose during the Class Period, including: (a) unlawful and unfair competition in violation of California Business and Professions Code section 17200 *et seq.*; (b) failure to pay minimum and overtime wages for all time worked in violation of California Labor Code sections 510, 1194, 1197, 1197.1, and 1198, including but not limited to rounding of time punches and off-the-clock time spent (i) traveling on shuttles from a parking lot to work locations; and (ii) waiting to clock in; (c) failure to pay all wages due, including but not limited to overtime, double-time, meal period premium, rest period premium, reporting time, vacation, and sick leave wages, at the correct regular rate of pay; (d) failure to provide meal periods in violation of California Labor Code sections 226.7 and 512 and the applicable Industrial Welfare Commission (“IWC”) Wage Order; (e) failure to provide rest periods in violation of California Labor Code section 226.7 and the applicable IWC Wage Order; (f) failure to provide accurate itemized wage statements (including through Aline cards) in violation of California Labor Code section 226; (g) failure to pay all wages due upon termination of employment in violation of California Labor Code sections 201-203 (including when payment of wages was made through Aline cards); (h) failure to pay employees within 7 days of the close of the payroll period in violation of California Labor Code section 204 (including when payment of wages was made through Aline cards); (i) failure to maintain records in violation of California Labor Code sections 1174 and 1174.5; (j) failure to reimburse employees for business expenses, including but not limited to cell phone service and uniforms, in violation of California Labor Code sections 2800 and 2802; (k) failure to pay reporting time pay as required by the applicable IWC Wage Order; (l) attorneys’ fees and costs incurred to prosecute the Actions on

behalf of Class Members; and (m) any other derivative remedies, penalties, and interest available under the law based on the facts alleged in the Actions.

- J. Affected Employees' PAGA Release. After the Court's judgment is final and no longer appealable, all Affected Employees will be barred from asserting the Released PAGA Claims against TAS and the Released Parties, whether or not they exclude themselves from the Settlement. This means that all Affected Employees, including those who are Participating Class Members and those who opt out of the class aspects of the Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against TAS or the Released Parties arising during the PAGA Period and based on facts alleged in the Actions and resolved by this Settlement.

The Affected Employees' will be bound by the following release:

As of the Effective Date, Plaintiffs Aguilera and Miller – on behalf of themselves, the State of California, and the Affected Employees – agree to release and discharge the Released Parties from the Released PAGA Claims, *i.e.*, any and all claims, rights, demands, and liabilities of every nature and description, whether known or unknown, for civil penalties that were asserted or that could have been asserted based on the facts alleged in the Actions that arose during the PAGA Period, including, but not limited to, claims for civil penalties for alleged violations of California Labor Code sections 201-204, 206, 210, 212, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2800, and 2802, violations of California Code of Regulations, Title 8, Section 11040, Subdivision 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14), and violations of the applicable IWC Wage Order(s), attorneys' fees and costs incurred to prosecute the PAGA claims in the Actions on behalf of Affected Employees, and by incorporation any and all of the alleged conduct included in the defined Released Class Claims.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- A. Individual Class Payments. The Administrator will use the following steps to calculate Individual Class Payments:

Step 1: Calculate Each Participating Class Member's Individual Workweek Value:

- add: (A) 10% of each Participating Class Member's individual Workweeks from September 16, 2015, to December 1, 2016; and (B) each Participating Class Members' individual Workweeks from December 2, 2016, to December 31, 2022;

Step 2: Calculate All Participating Class Members' Total Workweeks:

- add: (A) 10% of all Participating Class Members' individual Workweeks from September 16, 2015, to December 1, 2016; and

(B) all Participating Class Members' individual Workweeks from December 2, 2016, to December 31, 2022;

Step 3: Calculate the Percent of the Net Settlement Amount That Each Participating Class Member is Entitled to Receive:

- divide each Participating Class Member's individual Workweek value determined at Step 1 by the Total Workweeks of all Participating Class Members as determined at Step 2; and

Step 4: Calculate the Individual Class Payments: Multiply the result in Step 3 for each Participating Class Member by the Net Settlement Amount.

- B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing the amount of the Affected Employees' 25% share of the PAGA Settlement Amount (\$125,000) by the total number of PAGA Pay Periods; and (b) multiplying the result by each Affected Employee's PAGA Pay Periods. The total number of PAGA Pay Periods worked by individual Affected Employees shall be determined based on TAS's business records.

5. HOW WILL I GET PAID?

- A. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (*i.e.*, every Class Member who doesn't opt out) including those who also qualify as Affected Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
- B. Affected Employees. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Affected Employee who opts out of the class aspects of the Settlement.

Your check will be sent to the same address as this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the class aspects of the TAS Wage and Hour Cases Settlement or words to that effect. The Administrator will exclude you based on any writing communicating your request to be excluded. Be sure to personally sign your request, identify the Actions as *Total Airport Services Wage and Hour Cases*, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by _____, or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and TAS are asking the Court to approve. At least _____ days before the _____ Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Class Counsel Fees, Class Counsel Litigation Costs, and Class Representative Service Awards stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Awards. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's website at _____ or the Court's website at _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Class Counsel Fees, Class Counsel Litigation Costs, and Class Representative Service Awards may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. **The deadline for sending written objections to the Administrator is _____.** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Actions as *Total Airport Services Wage and Hour Cases*, and include your name, current address, telephone number and approximate dates of employment for TAS, and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on _____ at _____ in Department 11 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website at _____ beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything TAS and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to the settlement website at _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to <http://www.lacourt.org/casesummary/ui/index.aspx> and entering the Case Number for the Action, Case No. JCCP5084. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

Class Counsel:

Edwin Aiwarzian
Vartan Madoyan
Joanna Ghosh
Lawyers *for* Justice, PC
410 West Arden Ave., Suite 203
Glendale, CA 91203
Email: edwin@calljustice.com
vartan@calljustice.com
joanna@calljustice.com

Kevin Mahoney
Katherine J. Odenbreit
Mahoney Law Group, APC
249 E. Ocean Blvd., Suite 814
Long Beach, CA 90802
Email: kmahoney@mahoney-law.net
kodenbreit@mahoney-law.net

Settlement Administrator:

Name of Company: Phoenix Class Action Administration Solutions

Email Address: _____

Mailing Address: _____

Telephone: _____

Fax Number: _____

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement at least 30 days before the void date of the original check. If you do not request a replacement check by at least 30 days before the void date of the original check, you will have no way to recover the money.

11. WHAT IF I CHANGE MY ADDRESS?

If you move or otherwise change your mailing address while the Settlement is pending, you should immediately notify the Administrator to make sure the Administrator mails your settlement check to your current address.