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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:

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

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

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

Judicial Council Coordination
Proceeding No.: 5084

Hon. David S. Cunningham
Department SSC11

CLASS ACTION

**DECLARATION OF VARTAN MADOYAN
IN SUPPORT OF PLAINTIFFS' MOTION
FOR PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

[Plaintiffs' Motion for Preliminary Approval of
Class Action Settlement; Declaration of Class
Counsel (Katherine J. Odenbreit); Declarations
of Proposed Class Representatives (Cassandra
Olomua, Elijah Miller, Fernando Aguilera, and
Delmy Rivera); and [Proposed] Order filed
concurrently herewith]

DECLARATION OF VARTAN MADOYAN

I, Vartan Madoyan, hereby declare as follows:

1. I am an attorney licensed to practice law in the State of California. I am a member of Lawyers *for* Justice, PC, attorneys of record for Plaintiffs Cassandra Olomua, Elijah Miller, and Fernando Aguilera (“Plaintiffs”). The facts set forth in this declaration are within my personal knowledge or based on information and belief, and if called as a witness, I could and would competently testify thereto.

EXPERIENCE AND ADEQUACY OF LAWYERS *for* JUSTICE, PC

2. Since October 2008, Lawyers *for* Justice, PC has almost exclusively focused on the prosecution of consumer and employment class actions, involving wage-and-hour claims, race discrimination, unfair business practices, or consumer fraud. Currently, the firm is the attorney of record in over a dozen employment-related putative class actions in both state and federal courts in the State of California. The firm is comprised of attorneys who focus on litigating complex wage-and-hour class and Private Attorneys General Act (“PAGA”) representative actions. Lawyers *for* Justice, PC has successfully litigated cases involving the executive, administrative, and other overtime exemptions to the State of California and federal overtime compensation requirements. During a relatively short time, in association with other law firms, Lawyers *for* Justice, PC has recovered millions of dollars on behalf of thousands of individuals in California. Below is a summary of the experience and qualifications of the attorneys at Lawyers *for* Justice, PC who most recently and primarily have been responsible for the representation of Plaintiffs in connection with the resolution of above-captioned matter. Additional attorney and non-attorney staff have also worked on the above-captioned matter.

3. Edwin Aiwazian is the Managing Member and Shareholder of Lawyers *for* Justice, PC. He received his Bachelor of Arts degree from Pepperdine University in April of 1999 and earned a Juris Doctor degree from Pepperdine University School of Law in May of 2004. He has extensive formal training in dispute resolution and negotiation from the Straus Institute for Dispute Resolution as part of its Masters in Dispute Resolution degree program. In addition, he has previously served as a pro bono mediator for the Los Angeles County Superior

1 Court. In October of 2000, he obtained a Litigation Paralegal Certificate from the UCLA
2 Extension Program. During the summer of 2000, he studied Legal Writing at Harvard University.
3 From approximately September 2002 to approximately December 2002, he served as a Judicial
4 Extern to the Honorable Kim McLane Wardlaw of the United States Court of Appeals for the
5 Ninth Circuit. From approximately June 2002 to approximately August 2002, he served as a
6 Judicial Extern to the Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second
7 Appellate District. In December of 2004, he obtained a license to practice law from the California
8 State Bar. Since in or around October of 2008, through his work at Lawyers *for* Justice, PC, he
9 has almost exclusively focused on the prosecution of consumer and employment class actions,
10 involving wage-and-hour claims, race discrimination, unfair business practices, or consumer
11 fraud. Together with other attorneys at the firm, and in many cases in conjunction with co-counsel,
12 he has successfully litigated cases involving the executive, administrative, and other overtime
13 exemptions to the State of California and federal overtime compensation requirements. Under his
14 supervision, Lawyers *for* Justice, PC has successfully obtained class certification by contested
15 motion practice in approximately fifteen (15) cases in the last decade, and litigated over 1,000
16 class action or representative action cases.

17 4. Arby Aiwarzian is a Member and Shareholder of Lawyers *for* Justice, PC. He
18 received his Bachelor of Arts degree from University of California, Los Angeles and graduated
19 magna cum laude. He earned a Juris Doctor degree, cum laude, from Southwestern Law School.
20 From approximately May 2007 to approximately July 2007, he served as a Judicial Extern to the
21 Honorable Earl Johnson, Jr. of the California Court of Appeal for the Second Appellate District.
22 From approximately August 2008 to approximately December 2008 he served as a Judicial Extern
23 to the Honorable Kim McLane Wardlaw of the United State Court of Appeals for the Ninth Circuit.
24 He was admitted to practice law in California in 2010. He is admitted to practice before all courts
25 of the State of California and all United States District Courts in the State of California. He has
26 worked on many wage-and-hour class action and representative action cases, taking the lead in
27 taking and defending depositions, arguing motions, and attending mediations. He has played an
28 integral role in preparing matters for class certification, including and not limited to, successful

1 certification of a class in *Upson v. Sur La Table* (Los Angeles County Superior Court Case No.
2 BC424012), *Montazemi v. Regus Management* (Los Angeles County Superior Court Case No.
3 BC478769), and *Abdulhaqq v. Urban Outfitters* (Alameda County Superior Court Case No.
4 RG13680477). He has worked on over one hundred (100) class action or representative action
5 cases which have resulted in settlement, including and not limited to those listed in paragraph 7
6 herein.

7 5. Joanna Ghosh is a Senior Member of Lawyers for Justice, PC. She received a
8 Bachelor of Arts degree from California State University, Los Angeles in 2006, a Master of
9 Science degree from the London School of Economics in 2007, and a Juris Doctor degree from
10 Georgetown University Law Center in 2010. She is admitted to practice in California (since 2010)
11 and in New York (since 2013) and is also admitted to practice in all U.S. District Courts in
12 California, the U.S. Bankruptcy Court for the Central District of California, and the U.S. Supreme
13 Court. She has taken and defended dozens of depositions and successfully handled motion practice
14 in class action cases regarding discovery (including and not limited to, regarding class contact
15 information), class certification (both contested class certification and stipulated class
16 certification), arbitration agreements, coordination, intervention. She has successfully handled
17 briefing and oral argument on appeal and obtained notable decisions regarding the Private
18 Attorneys General Act and employer efforts to compel arbitration of PAGA claims, e.g., *Roberto*
19 *Betancourt v. Prudential Overall Supply* (Cal., May 24, 2017) 9 Cal.App.5th 439 (Cal. Ct. App.,
20 Mar. 7, 2017), cert. denied, cert. denied (U.S., Dec. 11, 2017) and *ZB, N.A. v. Superior Court*
21 (2019) 8 Cal.5th175. She also has extensive experience with class action and/or representative
22 action settlements. Under her, Edwin Aiwazian, and Arby Aiwazian's supervision, the firm has
23 handled the class certification and court approval process for hundreds of class action and/or
24 representative action matters that have successfully resolved. She is a member of the California
25 Employment Lawyers Association.

26 6. I, Vartan Madoyan, am a Member of Lawyers for Justice, PC. I received my
27 Bachelor of Arts degree in Economics from the University of California, San Diego in 2007, and
28 a Juris Doctor degree from Loyola Law School in 2011, graduating with Cum Laude and Order of

the Coif honors. I am admitted to practice before all courts in the State of California and all U.S. District Courts in California. I externed for the Honorable Victoria S. Kaufman of the United States Bankruptcy Court, Central District of California, from June 2009 to August 2009. I externed for the Honorable Gary A. Feess of the United States District Court, Central District of California, from January 2010 to May 2010. From 2011 through and including the present, I have practiced almost exclusively on complex wage and hour class action and PAGA action matters in California. From October 2011 to June 2013, I was an Associate at Littler Mendelson’s Century City, California office, working for one of the largest employer-side labor and employment law firms in the United States. From July 2013 to March 2014, I was an Associate at Sheppard, Mullin, Richter & Hampton’s Century City, California office. From March 2014 to July 2023, I worked as an Associate and then as Counsel at Baker Hostetler LLP’s Los Angeles office. From August 2023 to the present, I have been a Member of Lawyers *for* Justice, PC. I have taken and defended dozens of depositions and successfully handled motion practice in class action and PAGA cases regarding discovery (including and not limited to motions regarding class contact information), class certification (both contested class certification and stipulated class certification), dispositive motions, arbitration agreements, coordination, and intervention. I have successfully handled a complex wage and hour class action and PAGA case through a trial verdict in the matter of *Estrada v. Royalty Carpet Mills*, Orange County Superior Court, Case No. 30-2013-00692890. I have also successfully handled briefing on appeal regarding employer efforts to compel arbitration. *TitleMax of Cal. v. Pena*, California Court of Appeals for the Fifth District, Case No. F084706 (Cal. Ct. App. March 28, 2023) (unpublished decision). Further, I have extensive experience with settlements of class actions and PAGA actions and have handled and supervised this process in over one hundred (100) cases.

**EXAMPLES OF RESULTS IN WAGE-AND-HOUR CLASS ACTION AND
REPRESENTATIVE ACTION CASES**

7. What follows are just a few examples of the type of results Lawyers *for* Justice, PC (“LFJ”) has achieved on behalf of its clients:

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1 a) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class action against a major property management company involving allegations
3 of misclassification of various “manager” positions. On September 20, 2010, the court granted
4 final approval of the class action settlement. The Los Angeles County Superior Court Case
5 Number is BC400414.

6 b) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class action against a national retailer of household items involving allegations of
8 misclassification of the “Assistant Store Manager” position. On October 28, 2010, the court
9 granted final approval of the class action settlement. The Los Angeles County Superior Court
10 Case Number is BC413498.

11 c) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class action against a national property management company involving
13 allegations of misclassification of the “Property Manager” position. On May 23, 2012, the court
14 granted final approval of the class action settlement. The Los Angeles County Superior Court
15 Case Number is BC430918.

16 d) LFJ, in association with co-counsel therein, represented the plaintiffs in a
17 wage-and-hour class action against a national retailer involving allegations of misclassification of
18 the “Store Manager” position. On June 10, 2011, the court granted plaintiffs’ motion for class
19 certification. On August 26, 2013, the court granted final approval of the class action settlement.
20 The Los Angeles County Superior Court Case Number is BC424012.

21 e) LFJ, in association with co-counsel therein, represented the plaintiff in a
22 wage-and-hour class and PAGA representative action against a bank, involving allegations of
23 misclassification of the “Assistant Branch Manager” position. On August 27, 2013, the court
24 granted final approval of the class and PAGA representative action settlement. The Kern County
25 Superior Court Case Number is S-1500-CV-273194-LHB.

26 f) LFJ, in association with co-counsel therein, represented the plaintiff in a
27 wage-and-hour class and PAGA representative action against a national wholesale distributor of
28 plumbing and builder supplies, involving allegations of misclassification of multiple salaried

1 “manager” positions. On May 22, 2014, the court granted final approval of the class and PAGA
2 representative action settlement. The Sacramento County Superior Court Case Number is 34-
3 2012-00136285.

4 g) LFJ, in association with co-counsel therein, represented the plaintiff in a
5 wage-and-hour class action against a multinational corporation that provides global workplace
6 solutions, involving allegations of misclassification of the “Operations Manager” position. On
7 September 16, 2014, the court granted plaintiff’s motion for class certification. The Los Angeles
8 County Superior Court Case Number is BC478769.

9 h) LFJ, in association with co-counsel therein, represented the plaintiff in a
10 wage-and-hour class and PAGA representative action against a national retailer of household
11 items, on behalf of hourly-paid or non-exempt employees. On May 27, 2015, the court granted
12 final approval of the class and PAGA representative action settlement. The San Francisco County
13 Superior Court Case Number is CGC-13-532344.

14 i) LFJ, in association with co-counsel therein, represented the plaintiff in a
15 wage-and-hour class and PAGA representative action involving allegations of misclassification of
16 the salaried residential “Property Manager” position. On September 17, 2015, the court granted
17 plaintiff’s motion for class certification. On October 20, 2017, the court granted final approval of
18 the class and PAGA representative action settlement. The Los Angeles County Superior Court
19 Case Number is BC474784.

20 j) LFJ, in association with co-counsel therein, represented the plaintiffs in a
21 wage-and-hour class and PAGA representative action against a national retailer of upscale
22 hardware and home furnishings, on behalf of non-exempt employees. On April 28, 2016, the court
23 granted final approval of the class and PAGA representative action settlement. The Los Angeles
24 County Superior Court Case Numbers are BC516795 and JCCP4794, and the Judicial Council
25 Coordination Proceeding Number is 4794.

26 k) LFJ, in association with co-counsel therein, represented the plaintiffs in a
27 wage-and-hour class action against a national retailer of apparel and fashion accessories, on behalf
28 of non-exempt employees. On August 5, 2016, the court granted final approval of the class action

1 settlement. The Los Angeles County Superior Court Case Number is BC488069.

2 l) LFJ, in association with co-counsel therein, represented the plaintiffs in a
3 wage-and-hour class action against a national retailer of apparel, accessories, and home products,
4 involving allegations of misclassification of the “Department Manager” position. On August 12,
5 2016, the court granted the plaintiffs’ motion for class certification in part and certified a class. On
6 August 6, 2019, the court granted final approval of the class action settlement. The Alameda
7 County Superior Court Case Number is RG13680477.

8 m) LFJ represented the plaintiff in a PAGA representative action against a real
9 estate and property management company, on behalf of non-exempt employees. On November 4,
10 2016, the court granted approval of the PAGA representative action settlement. The Orange
11 County Superior Court Case Number is 30-2015-00775439-CU-OE-CXC.

12 n) LFJ, in association with co-counsel therein, represented the plaintiffs in a
13 wage-and-hour class and PAGA representative action against a full-service bank, on behalf of non-
14 exempt employees. On November 18, 2016, the court granted final approval of the class and
15 PAGA representative action settlement. The San Francisco County Superior Court Case Number
16 is CJC-13-004839 and the Judicial Council Coordination Proceeding Number is 4839.

17 o) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
18 representative action against a foodservice distributor, on behalf of non-exempt employees. On
19 January 26, 2017, the court granted final approval of the class and PAGA representative action
20 settlement. The San Bernardino County Superior Court Case Number is CIVDS1507260.

21 p) LFJ, on behalf of the plaintiff and respondent in a PAGA representative
22 action, successfully opposed in the trial court, and briefed and argued an appeal with respect to the
23 employer’s motion to compel arbitration, which resulted in a published opinion by the California
24 Court of Appeal in favor of employees. *Roberto Betancourt v. Prudential Overall Supply* (Cal.
25 App. 4th Dist., Mar. 7, 2017) 9 Cal.App.5th 439, *review denied, cert. denied* (U.S. Supreme Court
26 Docket No. 17-254). The Riverside County Superior Court Case Numbers are RIC1503952 and
27 RICJCCP5046, and the Judicial Council Coordination Proceeding Number is 5046.

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1 q) LFJ, in association with co-counsel therein, represented the plaintiffs in a
2 wage-and-hour class and PAGA representative action against a consumer packaging company, on
3 behalf of non-exempt employees. On March 10, 2017, the court granted final approval of the class
4 and PAGA representative action settlement. The Los Angeles County Superior Court Case
5 Number is BC590429.

6 r) LFJ, in association with co-counsel therein, represented the plaintiffs in a
7 wage-and-hour class and PAGA representative action against a manufacturer of food service
8 industry supplies on behalf of non-exempt employees. On April 14, 2017, the court granted final
9 approval of the class and PAGA representative action settlement. The Orange County Superior
10 Court Case Number is 30-2015-00810013-CU-OE-CXC.

11 s) LFJ, in association with co-counsel therein, represented the plaintiffs in a
12 wage-and-hour class and PAGA representative action against a lumber and hardware company on
13 behalf of non-exempt employees. On April 26, 2017, the court granted final approval of the class
14 and PAGA representative action settlement. The Orange County Superior Court Case Number is
15 30-2014-00747750-CU-OE-CXC.

16 t) LFJ represented the plaintiff in a wage-and-hour class and PAGA
17 representative action against a property management company, on behalf of non-exempt
18 employees. On June 14, 2017, the court granted final approval of the class and PAGA
19 representative action settlement. The Los Angeles County Superior Court Case Number is
20 BC586234.

21 u) LFJ represented the plaintiff in a wage-and-hour class and PAGA
22 representative action against a food company on behalf of non-exempt employees. On June 30,
23 2017, the court granted final approval of the class and PAGA representative action settlement. The
24 Sacramento County Superior Court Case Number is 34-2015-00175871.

25 v) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
26 representative action against a chocolate company on behalf of non-exempt employees. On July
27 19, 2017, the court granted final approval of the class and PAGA representative action settlement.
28 The Alameda County Superior Court Case Number is RG15764300.

1 w) LFJ represented the plaintiff in a PAGA representative action, against the
2 parent company of several restaurants, on behalf of hourly-paid, non-exempt employees. On
3 October 18, 2017, the court granted approval of the PAGA representative action settlement. The
4 Los Angeles County Superior Court Case Number is BC569664.

5 x) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
6 representative action against a manufacturer of plastic containers on behalf of non-exempt
7 employees. On October 31, 2017, the court granted final approval of the class and PAGA
8 representative action settlement. The Los Angeles County Superior Court Case Number is
9 BC577233.

10 y) LFJ, in association with co-counsel therein, represented the plaintiffs in a
11 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
12 employees. On December 11, 2017, the court granted final approval of the class and PAGA
13 representative action settlement. The Los Angeles County Superior Court Case Number is
14 BC569646.

15 z) LFJ, in association with co-counsel therein, represented the plaintiffs in a
16 wage-and-hour class and PAGA representative action against a property management company
17 on behalf of hourly-paid and non-exempt employees. On January 4, 2018, the court granted final
18 approval of the class and PAGA representative action settlement. The Los Angeles County
19 Superior Court Case Number is JCCP4819 and the Judicial Council Coordination Proceeding
20 Number is 4819.

21 aa) LFJ, in association with co-counsel therein, represented the plaintiffs in a
22 wage-and-hour class and PAGA representative action against a global provider of flexible office
23 space solutions. On February 15, 2018, the court granted final approval of the class and PAGA
24 representative action settlement. The Los Angeles County Superior Court Case Number is
25 BC498401.

26 bb) LFJ, in association with co-counsel therein, represents the plaintiff in a
27 wage-and-hour class action against a container manufacturer, on behalf of non-exempt employees.
28

1 On October 15, 2018, the court granted the plaintiff's motion for class certification. The Tulare
2 County Superior Court Case Number is VCU264528.

3 cc) LFJ represented the plaintiffs in a wage-and-hour class and PAGA
4 representative action against a behavioral health service provider on behalf of non-exempt
5 employees. On November 13, 2018, the court granted final approval of the class and PAGA
6 representative action settlement. The Alameda County Superior Court Case Number is
7 RG16811450.

8 dd) LFJ, in association with co-counsel therein, represented the plaintiff in a
9 PAGA representative action against a global provider of products and services to the energy
10 industry, on behalf of hourly-paid and non-exempt employees. On November 19, 2018, the court
11 granted approval of the PAGA representative action settlement. The Kern County Superior Court
12 Case Number is S-1500-CV-280215-SDC.

13 ee) LFJ, in association with co-counsel therein, represents the plaintiff in a
14 wage-and-hour class action against a parking company on behalf of non-exempt employees. On
15 September 3, 2019, the court granted the plaintiff's motion for class certification and certified a
16 class. The Santa Clara County Superior Court Case Number is 16CV292208 and the Judicial
17 Council Coordination Proceeding Number is 4886.

18 ff) LFJ, in association with co-counsel therein, represents the plaintiffs in a
19 wage-and-hour class and PAGA representative action against a bank on behalf of non-exempt
20 employees. On September 27, 2019, the court granted the plaintiffs' motion for class certification
21 in part and certified a class. The Alameda County Superior Court Case Number is RG15757606
22 and the Judicial Council Coordination Proceeding Number is 4921.

23 gg) LFJ, in association with co-counsel therein, represented the plaintiffs in a
24 wage-and-hour class and PAGA representative action against a national retailer of apparel and
25 fashion accessories, on behalf of non-exempt employees. On October 9, 2019, the court granted
26 the plaintiffs' motion for class certification in part and certified a class. On May 14, 2021, the
27 court granted final approval of the class and PAGA representative action settlement. The
28 Sacramento County Superior Court Case Number is 34-2015-00175330-CU-OE-GDS.

1 hh) LFJ, in association with co-counsel therein, represents the plaintiff in a
2 wage-and-hour class and PAGA representative action against a medical equipment supplier on
3 behalf of non-exempt employees. On February 13, 2020, the court granted the plaintiff's motion
4 for class certification and certified a class. The San Bernardino County Superior Court Case
5 Number is CIVDS1505744.

6 ii) LFJ, in association with co-counsel therein, on behalf of the plaintiff and
7 respondent in a PAGA representative action, successfully opposed in the trial court, and briefed
8 and argued an appeal with respect to the employer's motion to compel arbitration, resulting in a
9 notable decision from the California Supreme Court clarifying the law regarding PAGA claims,
10 *ZB, N.A. v. Superior Court* (2019) 8 Cal.5th 175. On February 21, 2020, the court granted approval
11 of the PAGA representative action settlement. The San Diego County Superior Court Case
12 Number is 34-2015-00175330.

13 jj) LFJ, in association with co-counsel therein, represented the plaintiff in a
14 wage-and-hour class and PAGA representative action against a large national drug testing
15 laboratory on behalf of non-exempt employees. On February 21, 2020, the court granted the
16 plaintiff's motion for class certification and certified a class. On October 28, 2022, the court
17 granted final approval of the class and PAGA representative action settlement. The San Diego
18 County Superior Court Case Number is 37-2018-00019611-CU-OE-CTL.

19 kk) LFJ, in association with co-counsel therein, represents the plaintiffs in a
20 wage-and-hour class and PAGA representative action against a national retailer of sportswear,
21 footwear, and camping equipment on behalf of non-exempt employees. On March 16, 2020, the
22 court granted in part the plaintiff's motion for class certification and certified a class. The
23 Riverside County Superior Court Case Numbers are RIC1507504 and RICJCCP4930, and the
24 Judicial Council Coordination Proceeding Number is 4930.

25 ll) LFJ, in association with co-counsel therein, represented the plaintiffs in a
26 wage-and-hour class action against manufacturer and supplier of power products and services on
27 behalf of non-exempt employees. On July 31, 2020, the court granted in part the plaintiffs' motion
28 for class certification and certified a class. On August 27, 2021, the court granted final approval

1 of the class action settlement. The San Diego County Superior Court Case Number is 37-2015-
2 00025968-CU-OE-CTL.

3 mm) LFJ represents the plaintiff in a wage-and-hour class action against a
4 nutritional products manufacturer on behalf of non-exempt production line employees. On
5 December 13, 2021, the court granted the plaintiff's motion for class certification in part and
6 certified a class. The Solano County Superior Court Case Number is FCS051001.

7 nn) LFJ represents the plaintiffs in a wage-and-hour class action against a
8 manufacturer and distributor of commercial dish and glass cleaning machines and supplies for the
9 restaurant and hospitality industries, on behalf of hourly-paid or non-exempt employees. On July
10 13, 2023, the court granted the plaintiffs' motion for class certification and certified a class. The
11 Los Angeles County Superior Court Case Number is BC707670.

12 **BASIC INFORMATION ABOUT THE CASE AND REACHING THE SETTLEMENT**

13 8. Marked and attached hereto as **"EXHIBIT 1"** is the Class Action and Private
14 Attorneys General Act Settlement Agreement ("Settlement," "Agreement," or "Settlement
15 Agreement") entered into by and between Plaintiffs Cassandra Olomua, Fernando Aguilera, Elijah
16 Miller, and Delmy Rivera (collectively, "Plaintiffs"), on the one hand, and Defendant Total Airport
17 Services, LLC ("Defendant") (collectively, the "Parties"), on the other hand. The Parties and their
18 counsel have approved the proposed Notice of Class Action Settlement and Hearing Date for Final
19 Court Approval ("Class Notice"), which is attached to the Settlement Agreement as "Exhibit A"
20 and respectfully request that the Court approve it as well.

21 9. Based on information provided by Defendant as of December 31, 2022, the Class is
22 estimated to consist of approximately 2,836 Class Members who collectively worked a total of
23 approximately 206,056 Workweeks, and approximately 2,093 Affected Employees who worked a
24 total of approximately 55,684 PAGA Pay Periods.

25 10. The effectiveness of Lawyers for Justice, PC, and Mahoney Law Group,
26 (collectively, "Class Counsel") in prosecuting this matter has translated into tangible monetary
27 benefits in the following respects: (1) Class Members, the State of California, and Affected
28 Employees guaranteed recovery as opposed to waiting additional years for the same, or possibly

1 worse, result or a defense verdict; (2) a guaranteed result that compares favorably with other
2 complex wage-and-hour class and/or representative action settlements of similar type given the
3 strengths and weaknesses of the case; and (3) significant savings in attorneys' fees and/or costs
4 that would have only increased significantly had the case progressed through certification, trial,
5 and/or appeals.

6 11. Since the above-captioned action was commenced, Class Counsel has litigated the
7 case for nearly five (5) years, and was actively preparing the matter for class certification and trial,
8 prior to reaching the Settlement. The Parties have engaged in extensive settlement negotiations
9 and participated in a formal, full-day mediation conducted by Eve Wagner, a well-respected
10 mediator experienced in mediating complex labor and employment matters. In the course of
11 litigation, mediation, and settlement discussions, the Parties exchanged extensive information and
12 engaged in discussions regarding their evaluations of the case and various aspects of the case,
13 including but not limited to, the risks and delays of further litigation, the risks to the Parties of
14 proceeding with class certification and/or representative adjudication, the law relating to class
15 certification, off-the-clock theories, meal and rest periods, representative PAGA actions, and
16 wage-and-hour law and enforcement, as well as the evidence produced and analyzed, and the
17 possibility of appeals, among other things. During all settlement discussions, the Parties
18 conducted their negotiations at arm's length in an adversarial position. Arriving at a settlement
19 that was acceptable to all Parties was not easy. Defendant and its counsel felt strongly about
20 Defendant's ability to prevail on the merits and at certification, and Plaintiffs and Class Counsel
21 believed that they would be able to obtain class certification and prevail at trial. After conducting
22 extensive investigations, formal and informal discovery, exchange of information, and settlement
23 negotiations, and with the aid of the mediator's evaluation, the Parties have agreed that the matter
24 is well-suited for settlement given the legal issues relating to Plaintiffs' claims, as well as the costs
25 and risks to both sides that would attend further litigation. The Settlement is a fair, reasonable, and
26 adequate resolution of the Released Class Claims of Plaintiffs and Participating Class Members,
27 and of the release of claims of Plaintiffs, Affected Employees, and the State of California, with
28 respect the Released Parties.

12. Prior to reaching the Settlement, Class Counsel investigated the veracity, strength, and scope of the claims, and was preparing for class certification and trial. Class Counsel conducted significant investigation and formal and informal discovery regarding the facts of the case, including and not limited to, the exchange, review, and analysis of documents and data obtained from Defendant, Plaintiffs, and other sources. The volume of data and documents that Class Counsel reviewed and analyzed included and was not limited to employment records of Plaintiffs, a detailed sampling of Class Members' time and pay data, Defendant's Employee Handbooks, earning statements, job descriptions, new hire checklists, internal memorandum, company policy acknowledgments (including but not limited to, Employee Handbook Acknowledgements, Policy Information Manual Acknowledgements, Attendance & Punctuality Acknowledgments, Company-Owned Equipment Acknowledgments, Company Equipment Return Agreements, and E-Mail and Internet Policy Acknowledgements), Defendant's employment operations and employment practices, forms (including but not limited to, Meal Break Waiver Agreements, On-Duty Meal Period Agreements, Wage Payment Election and Consent Forms, and Training Attendance Forms), and policies (including but not limited to, Meal and Rest Period Policy, Attendance & Punctuality Policy, and Technology and Communication Policy), among other information and documents. Counsel for the Parties also met and conferred on numerous occasions, e.g., to discuss issues relating to the pleadings, discovery, and the production of documents and data prior to the mediation. Class Counsel also drafted Plaintiffs' mediation brief and prepared for and attended court proceedings, settlement negotiations, and the mediation, among other tasks.

13. Counsel for the Parties have also invested time researching and investigating the applicable law, which is often evolving as it relates to class certification, representative PAGA claims, off-the-clock theory, meal and rest periods, wage-and-hour law and enforcement, Plaintiffs' claims and damages, and Defendant's defenses thereto, as well as facts discovered. Based on Class Counsel's analysis, the result achieved in this litigation is fair, adequate, and reasonable.

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1 14. The Settlement provides for a Gross Settlement Amount of Four Million Six
2 Hundred Thousand Dollars and Zero Cents (\$4,600,000.00). The Net Settlement Amount is the
3 Gross Settlement Amount less the following amounts subject to approval by the Court: Individual
4 PAGA Payments, LWDA PAGA Payment, Class Representative Service Payments, Class Counsel
5 Fees, Class Counsel Litigation Costs, and the Administration Expenses. Assuming that the
6 amounts allocated under the Settlement toward these payments are awarded by the Court, the Net
7 Settlement Amount that will be available for distribution to Participating Class Members is
8 currently estimated to be Two Million Three Hundred Seventy Thousand Dollars (\$2,370,000.00).
9 The Gross Settlement Amount will be fully distributed to Participating Class Members, and PAGA
10 Settlement Amount will be fully distributed to the California Labor and Workforce Development
11 Agency and the Affected Employees, in accordance with the terms of the Settlement.

12 15. The Parties have obtained multiple quotes from settlement administrators and agreed
13 to retain Phoenix Class Action Administration Solutions (“Phoenix” or “Administrator”) to handle
14 the notice and settlement administration process. The Parties respectfully request that the Court
15 appoint Phoenix to handle these procedures and serve as the Administrator based on the quality of
16 its services. Defendant will provide the Administrator with the following information for each
17 Class Member: name; last-known mailing address; social security number; the number of
18 workweeks worked in a non-exempt position for Defendant in California between September 16,
19 2015, and December 1, 2016; the number of workweeks worked in a non-exempt position for
20 Defendant in California between December 2, 2016, and December 31, 2022; and the number of
21 pay periods worked in a non-exempt position for Defendant in California between May 12, 2019,
22 and December 31, 2022 (“Class Data”). The Administrator will calculate each Class Member’s
23 estimated share of the Net Settlement Amount (“Individual Class Payment”) and each Affected
24 Employee’s estimated share of the 25% of the PAGA Settlement Amount (“Individual PAGA
25 Payment”). The Administrator will also mail the Class Notice to Class Members; post notice of
26 entry of final order and judgment certifying the Class Settlement and approving this Settlement
27 Agreement; handle inquiries from Class Members concerning the Class Notice; determine
28 Individual Class Payment and Individual PAGA Payments; process Requests for Exclusion and

1 Notices of Objections; maintain the Settlement funds in an appropriate interest-bearing account;
2 mail Individual Class Payments, Individual PAGA Payments, Class Counsel Fees, Class Counsel
3 Litigation Expenses, Administration Expenses, LWDA PAGA Payment; issue a final report, and
4 perform such other duties as the Parties may direct. Phoenix provided a competitive bid that
5 included a “not to exceed” quote of Twenty-One Thousand Five Hundred Dollars and Zero Cents
6 (\$21,500.00), and the Parties agreed to mutually select Phoenix based on prior positive experiences
7 with Phoenix. Accordingly, the Administration Expenses are currently estimated not to exceed
8 Thirty Thousand Dollars and Zero Cents (\$30,000.00), based on information provided by the
9 Administrator, which will be paid out of the Gross Settlement Amount, subject to approval of the
10 Court.

11 16. Based on investigation and information discovered, Class Counsel believes that
12 there is sufficient evidence to support the allegations made in the lawsuit, including the allegations
13 that Defendant, with respect to Plaintiffs and the Class Members, and the Affected Employees
14 *inter alia*, failed to pay all overtime, minimum, and regular wages, failed to pay reporting time
15 pay, vacation pay, and sick leave wages, failed to provide compliant meal and rest periods and
16 associated premium pay, failed to timely pay wages during employment and upon termination of
17 employment, failed to provide compliant wage statements, failed to maintain request payroll
18 records, and failed to reimburse necessary business-related expenses, and thereby engaged in
19 unfair business practices in violation of California Business and Professions Code section 17200,
20 *et seq.* based on the aforementioned, violations of the California Labor Code based on the
21 aforementioned, but not limited to California Labor Code sections 201-204, 206, 210, 212, 226,
22 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198, 2800,
23 and 2802, and violations of the Industrial Welfare Commission Wage Orders and California Code
24 of Regulations, Title 8, section 11000 *et seq.*, and conduct giving rise to civil penalties recoverable
25 under the Private Attorneys General Act of 2004 (California Labor Code sections 2698, *et seq.*).
26 Plaintiffs also asserted that Class Members and the Affected Employees were expected to perform
27 similar job duties and were subject to the same or similar operations and employment policies,
28 practices, and procedures. Additionally, Plaintiffs asserted that Defendant’s recordkeeping

1 practices with respect to Plaintiffs, Class Members and the Affected Employees were substantially
2 the same during the time period at issue. As a result of said alleged uniform practices, Plaintiffs
3 claim that Class Members and the Affected Employees were not paid all of the compensation that
4 was owed to them by Defendant. Thus, in Class Counsel's view, the outcome of this litigation
5 would be determined by Defendant's uniform operations and employment practices, policies, and
6 procedures that Plaintiffs allege applied across Defendant's non-exempt employees in California
7 during the relevant time period.

8 17. Class Counsel is aware of the defenses and position of Defendant, but believes that
9 Plaintiffs could potentially obtain class certification despite many obstacles. Plaintiffs and Class
10 Counsel have also taken into account the uncertainty and risk of the outcome of further litigation,
11 and the difficulties and delays inherent in such litigation, including those involved in class
12 certification and/or representative adjudication. Plaintiffs and Class Counsel further recognize the
13 burdens of proof necessary to establish liability for the claims asserted in the lawsuit, Defendant's
14 defenses, and the difficulties in establishing entitlement to monetary recovery. Plaintiffs and Class
15 Counsel have also considered the Parties' settlement discussions, as well as the evaluations of the
16 mediator, who is experienced and well-regarded in complex labor and employment matters.

17 18. Defendant, on the other hand, denied and continues to deny any liability and
18 wrongdoing of any kind associated with the allegations in the lawsuits, and further denies that the
19 lawsuit is appropriate for class treatment or representative adjudication for any purpose other than
20 the Settlement. Defendant believes that it would ultimately succeed in the matter. Both sides have
21 also had the opportunity to conduct investigations and gather documents and information relating
22 to Plaintiffs' and putative class members' employment with Defendant, and Defendant's
23 operations and employment policies, practices, and procedures. The Parties also reviewed and
24 analyzed a large volume of documents and data, including but not limited to a detailed sampling
25 of Class Members' time and pay information, to determine the potential value and strength of the
26 claims. The available information enabled Class Counsel to assess and value the class and PAGA
27 claims and prepare violation, damages, and penalties analyses and models. Accordingly, the
28 Parties have conducted adequate investigation and discovery to be sufficiently informed of the

1 nature and extent of the Class and PAGA claims, and to enable both sides to fully evaluate the
2 Settlement for its fairness, adequacy, and reasonableness. The Parties have agreed that the matter
3 is well-suited for settlement given the legal issues relating to Plaintiffs' claims, as well as the costs
4 and risks to both sides that would attend further litigation. The Settlement takes into account the
5 strengths and weaknesses of each side's position and the uncertainty of how the case might have
6 concluded at certification, trial, and/or appeals.

7 19. The Settlement Agreement provides for Class Counsel to apply for Class Counsel
8 Class Counsel Fees in an amount of up to thirty-five percent (35%) of the Gross Settlement
9 Amount (i.e., \$1,610,000.00) and Class Counsel Litigation Costs in an amount not to exceed Thirty
10 Thousand Dollars (\$30,000.00), which will be paid out of the Gross Settlement Amount, subject
11 to approval by the Court. It should be noted that Class Counsel has borne all of the risks and costs
12 of litigation and will not receive any compensation until recovery is obtained.

13 20. The Settlement Agreement provides for payment of up to Fifteen Thousand Dollars
14 and Zero Cents (\$15,000.00) to each Plaintiff as Class Representative Service Payments, to be
15 paid out of the Gross Settlement Amount subject to approval by the Court. Plaintiffs spent
16 considerable time and effort to produce relevant documents and past employment records and to
17 provide the facts and evidence necessary to attempt to prove the allegations. Plaintiffs were
18 available whenever Class Counsel needed them, and actively tried to obtain and provide
19 information that would facilitate the pursuit of the Class and PAGA claims. Accordingly, it is
20 appropriate and just for Plaintiffs to receive Class Representative Service Payments, in addition to
21 their Individual Class Payments and Individual PAGA Payments, for services performed in the
22 matter on behalf of the Class, State of California, and Affected Employees.

23 ESTIMATE OF THE VALUE OF THE CLAIMS

24 21. By way of the above-captioned action, Plaintiffs alleged that Defendant violated the
25 California Labor Code and Industrial Welfare Commission Wage Orders by engaging in a uniform
26 policy and systematic scheme of wage abuse against Plaintiffs and the putative class members,
27 including *inter alia*, failing to pay all overtime, minimum, and regular wages, failing to pay
28 reporting time pay, vacation pay, and sick leave wages, failing to provide compliant meal and rest

1 periods and associated premium pay, failing to timely pay wages during employment and upon
2 termination of employment, failing to provide compliant wage statements, failed to maintain
3 request payroll records, and failing to reimburse necessary business-related expenses. Plaintiffs
4 further contend that Defendant's aforementioned conduct constitutes unfair business practices
5 under the California Business and Professions Code ("UCL") and gives rise to civil penalties
6 recoverable under PAGA.

7 22. Based on data provided by Defendant, the total number of putative class members
8 during the period from September 16, 2015, through and including December 31, 2022 was
9 estimated to be approximately two hundred eight hundred thirty-six (2,836) individuals who
10 worked a total of two hundred six thousand and fifty-six (206,056) workweeks with an average
11 hourly rate of pay of \$20.99.

12 23. Plaintiffs contended that Defendant violated the California Labor Code by engaging
13 in a uniform practice and procedure, with respect to Plaintiffs, the Class Members, and the
14 Affected Employees of, *inter alia*, failing to pay minimum and overtime wages for all time worked
15 including but not limited to rounding of time punches and off-the-clock time spent (i) traveling on
16 shuttles from a parking lot to work locations; and (ii) waiting to clock in; failing to pay all wages
17 due, including but not limited to overtime, double-time, meal period premium, rest period
18 premium, reporting time, vacation, and sick leave wages, at the correct regular rate of pay; failing
19 to provide meal periods; failing to provide rest periods; failing to provide accurate itemized wage
20 statements (including through Aline cards); failing to pay all wages due upon termination of
21 employment (including when payment of wages was made through Aline cards); failing to pay
22 employees within 7 days of the close of the payroll period (including when payment of wages was
23 made through Aline cards); failing to maintain records; failing to reimburse employees for
24 business expenses, including but not limited to cell phone service and uniforms; failing to pay
25 reporting time pay; and thereby engaging in unfair business practices.

26 24. Class Counsel considered defense arguments, e.g., that the employer's practices,
27 policies, and procedures complied with the law, that Defendant paid putative class members over
28 the California minimum wage for all hours worked, that Defendant correctly paid overtime for all

1 overtime hours worked, that no waiting-time penalties were due because waiting-time penalties
2 only arise from “willful” failure to pay wages due and owing at the time of termination or
3 resignation, that Plaintiffs and putative class members suffered no actual injury from the alleged
4 wage statement violations and that this alleged violation and the alleged recordkeeping violation
5 are entirely derivative of the other causes of action, and that Defendant had a practice and
6 procedure for reimbursing employees for necessary business-related expenses and did not require
7 employees to undertake expenses that were not reimbursed. Class Counsel also considered the
8 likelihood of Plaintiffs’ success in establishing that any of provisions of the California Labor Code,
9 on which the civil penalties under PAGA and the UCL claim are predicated, were violated and
10 that such violations were injurious and/or warranted imposition of civil penalties. Class Counsel
11 also considered that trial courts have wide discretion when assessing penalties under PAGA, and
12 that it could be determined that individual liability issues predominate (e.g., due to purported
13 variation in shifts, locations, job duties, and other circumstances which could raise individualized
14 questions of fact) and could pose challenges to certification, manageability, and the merits of
15 Plaintiffs’ claims.

16 25. Class Counsel considered information obtained through investigations and from
17 Plaintiffs, as well as class data and information obtained from Defendant and other sources, and
18 created violation, damages, and penalties valuations and models prior to reaching the Settlement.
19 Based thereon, Plaintiffs calculated the potential value of the claims. However, the potential value
20 of each claim assumed an exposure based on the case having been certified and Plaintiffs having
21 proven all elements of the claims and entitlement to monetary recovery, despite risks associated
22 with obtaining and maintaining class certification, demonstrating manageability, and establishing
23 liability and any underlying California Labor Code violations and damages, and significant
24 additional costs that would have to be incurred in order to certify the case and establish liability
25 and damages. Plaintiffs also faced the risk of the Court finding that individualized issues
26 predominate, such that the action is not suitable for class treatment or representative adjudication.
27 While Class Counsel disagreed with Defendant’s arguments and factual contentions, Plaintiffs
28 recognized the circumstances and realities of the case, applicable case law and regulations, the

costs and expenses of further litigation and certification, and risks to recovery, and applied appropriate discounts for them. Class Counsel calculated the potential and realistic values of the claims as follows:

- a. Failure to Pay Overtime Wages: The potential value of this claim was estimated to be \$6,488,703.44 (206,056 workweeks x 1 hours of unpaid overtime wages x overtime hourly rate of \$31.49, which is based on the average hourly rate of \$20.99). A discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$2,595,481.38), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$908,418.48), and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$272,525.54).
- b. Failure to Pay Minimum Wages: The potential value of the minimum wage claim was estimated to be \$2,678,728.00 (206,056 workweeks x 1 hours of unpaid minimum wages x average minimum wage rate of \$13). A discount of 60% was applied to account for the risks associated with obtaining and maintaining certification (bringing the value of this claim closer to \$1,071,491.20), a discount of 65% was applied to account of the risks associated with succeeding on the merits and establishing liability (bring the value of this claim closer to \$375,021.92, and a discount of 70% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$112,506.58).
- c. Failure to Provide Compliant Meal Periods and Associated Premiums: The potential value of this claim was estimated to be \$4,325,115.44 (206,056 workweeks x 1 meal period premium x average hourly rate of \$20.99). At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$1,730,046.18), a

discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$519,013.85), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$103,802.77).

d. Failure to Provide Compliant Rest Periods and Associated Premiums: The potential value of this claim was estimated to be \$4,325,115.44 (206,056 workweeks x 1 rest period premiums x average hourly rate of \$20.99). At this juncture, a discount of 60% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$1,730,046.18), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$519,013.85), and a discount of 80% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$103,802.77).

e. Failure to Timely Pay Wages During Employment and Upon Termination: Based on information and data provided by Defendant, it was estimated that approximately two thousand seven hundred and fifty-seven (2,757) putative class members had been terminated during the three-year statute of limitations, (i.e., from September 16, 2015). Assuming that these individuals were not timely paid all wages due to them upon termination, the potential value of waiting-time penalties was estimated to be \$13,888,663.20 collectively (2,757 individuals x [30 days x hourly rate of \$20.99 x 8 hours]), or approximately \$5,037.60 per individual. However, this presumes that Plaintiffs would prevail on the underlying California Labor Code claims and in establishing that the violations were “willful,” which is necessary to show that Defendant owes waiting-time penalties. At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining certification (bringing the value of the claim closer to \$4,861,032.12), a discount of

75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$1,215,258.03), and a discount of 75% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$303,814.51).

- f. Failure to Pay Wages During Employment: The value of this claim is considered part of the valuation of the PAGA claim contained *infra*.
- g. Failure to Provide Compliant Wage During Employment: The potential value of this claim was calculated to be \$5,463,750.00 (2,093 individuals x \$2,610.49). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining certification (bringing the value of this claim closer to \$1,912,312.50), a discount of 75% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$478,078.13), and a discount of 75% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$119,519.53)
- h. Failure to Maintain Payroll Records: Arguably, civil penalties would only be recoverable by the Labor Commissioner, therefore, the value of this claim is considered as a part of the valuation of the PAGA claim contained *infra*.
- i. Failure to Reimburse Necessary Business Expenses: The potential value of this claim was estimated to be \$824,224.00 (206,056 workweeks x \$4 unreimbursed business expenses). At this juncture, a discount of 65% was applied to account for the risks associated with obtaining and maintaining class certification (bringing the value of this claim closer to \$288,478.40), a discount of 70% was applied to account for the risks associated with succeeding on the merits and establishing liability (bringing the value of this claim closer to \$86,543.42), and a discount of 75% was applied to account for the risks associated with proving the extent of damages and obtaining an award thereof (bringing the value of this claim closer to \$21,635.88).

j. PAGA Penalties: The amount of civil penalties at issue, which the Court could determine whether or not to assess and whether or not to reduce based on the facts and circumstances of the case (to avoid an award that is unjust, arbitrary and oppressive, or confiscatory, pursuant to California Labor Code section 2699(e)(2)), were estimated to be approximately \$4,081,350.00 (2,093 estimated aggrieved employees estimated to have worked during the one-year statutory period x \$1,950 civil penalties). Even that amount assumes significant stacking of PAGA penalties would have been permitted, which was and is not a clear issue. At this juncture, a discount of 65% was applied to account for the risks associated with establishing manageability and possible bifurcation of discovery and/or trial (bringing the value of this claim closer to \$1,428,472.50), a discount of 65% was applied to account for the risks associated with succeeding on the merits and establishing violations warranting the imposition of penalties (bringing the value of this claim closer to \$499,965.38), and a discount of 75% was applied to account for the risks associated with proving the extent of penalties that should be assessed and the Court's possible discretionary reduction of the amount of penalties imposed (bringing the value of this claim closer to \$124,991.35).

26. The foregoing discussion confirms that the amount of the Settlement is adequate in light of Plaintiffs' allegations and causes of action, the evidence at issue with respect to those allegations and causes of action, and legal and factual arguments and circumstances which pose challenges to class certification, manageability, merits, and monetary recovery. The conclusion to be drawn from the foregoing analysis is that neither class certification, manageability, liability, nor the ability to adjudicate and/or recover monetary relief on a class-wide or representative basis is clear-cut, which is why the Parties elected to settle this matter. Class Counsel recognized the significant costs and expenses associated with further litigation and the present value of obtaining a settlement now as opposed to a potential monetary recovery that may be obtained in the future after further litigation. Class Counsel recognized the circumstances and realities of the cases, applicable case law and regulations, and risks to recovery and applied appropriate discounts. Class

1 Counsel also recognized that additional discounts could be made to the risk-adjusted value to
2 account for the costs and expenses associated with further litigation and the present value of
3 obtaining a settlement now as opposed to monetary recovery, if any, that may be obtained in the
4 future after further litigation.

5 27. Class Counsel submits that the Settlement is fair, reasonable, and adequate, and is
6 in the best interests of Plaintiffs, the Class, Affected Employees, and the State of California. Class
7 Counsel further submits that the Settlement is within an acceptable range of recovery for this type
8 of litigation given the strengths and weaknesses of the case, the inherent costs and risks of further
9 litigation, and the costs and risks associated with class certification, representative adjudication,
10 trial, and/or appeals.

11 I declare under penalty of perjury under the laws of the State of California that the
12 foregoing is true and correct.

13 Executed on this 11th day of November 2024 at Glendale, California.

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EXHIBIT 1

CLASS ACTION AND PRIVATE ATTORNEYS GENERAL ACT SETTLEMENT AGREEMENT

This Class Action and Private Attorneys General Act Settlement Agreement (“Agreement”) is made by and between Plaintiffs Cassandra Olomua, Fernando Aguilera, Elijah Miller, and Delmy Rivera (collectively, “Plaintiffs”), individually and on behalf of the State of California, the Class (defined below), and the Affected Employees (defined below), as applicable, on the one hand, and Defendant Total Airport Services, LLC (“Defendant”), on the other hand, subject to the approval of the Court, to compromise and settle the Actions (defined below) pursuant to the terms and conditions set forth herein. The Agreement refers to Plaintiffs and Defendant collectively as the “Parties,” or individually as a “Party.”

1. DEFINITIONS

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

- 1.1. “**Actions**” collectively means the Plaintiffs’ coordinated lawsuits alleging wage and hour violations against Defendant captioned *Total Airport Services Wage and Hour Cases* pending in the Superior Court of the State of California, County of Los Angeles, Case No. JCCP5084, and any operative complaint in any of the underlying coordinated actions, including: *Delmy Rivera v. Total Airport Services, LLC*, Los Angeles County Superior Court Case No. 19STCV32847; *Cassandra Olomua v. Total Airport Services, LLC*, San Mateo County Superior Court Case No. 19-CIV-06044; and *Fernando Aguilera, et al. v. Total Airport Services, LLC*, Alameda County Superior Court Case No. RG20067972.
- 1.2. “**Administration Expenses**” means the amount the Court awards to the Administrator for administering this Settlement, which may not exceed Thirty Thousand Dollars and Zero Cents (\$30,000.00). The Administration Expenses shall be paid from the Gross Settlement Amount.
- 1.3. “**Administrator**” means Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.4. “**Affected Employees**” means all current and former hourly-paid or non-exempt employees of Defendant in California employed at any time during the PAGA Period.
- 1.5. “**Class**” and “**Class Members**” mean all current and former hourly-paid or non-exempt employees of Defendant in California employed at any time during the Class Period.
- 1.6. “**Class Counsel**” means Lawyers *for* Justice, PC and Mahoney Law Group, APC.

- 1.7. **“Class Counsel Fees”** means such attorney fees as the Court may award to Class Counsel for representing Plaintiffs in the Actions and for services rendered to the Plaintiffs, the Class, the State of California, and Affected Employees in the Actions, including but not limited to their pre-filing investigation, their filing of the Actions, all related litigation activities, all Settlement-related work, as well as all attorneys’ fees yet-to-be incurred by Class Counsel to document the Settlement, to secure Court approval of the Settlement, to obtain final adjudication of the Actions, and to oversee administration of the Settlement. The Class Counsel Fees shall be paid from the Gross Settlement Amount.
- 1.8. **“Class Counsel Litigation Costs”** means such litigation costs as the Court may award to Class Counsel for the costs incurred to prosecute the Actions, including but not limited to costs incurred for Class Counsel’s pre-filing investigation, their filing of the Actions, all related litigation activities, all settlement-related work, as well as all costs yet-to-be incurred by Class Counsel to document the Settlement, to secure Court approval of the Settlement, to obtain final adjudication of the Actions, and to oversee administration of the Settlement. The Class Counsel Litigation Costs shall be paid out of the Gross Settlement Amount.
- 1.9. **“Class Data”** means information regarding Class Members that Defendant will compile in good faith from its records and provide to the Settlement Administrator. The Class Data shall be provided in a confidential Microsoft Excel spreadsheet and shall include, for each Class Member: name; last-known mailing address; social security number; the number of workweeks worked in a non-exempt position for Defendant in California between September 16, 2015, and December 1, 2016; the number of workweeks worked in a non-exempt position for Defendant in California between December 2, 2016, and December 31, 2022; and the number of pay periods worked in a non-exempt position for Defendant in California between May 12, 2019, and December 31, 2022.
- 1.10. **“Class Member Address Search”** means the Administrator’s investigation and search for Class Members’ mailing addresses using reasonably available sources, including the National Change of Address database, and skip traces.
- 1.11. **“Class Notice”** means the Court-approved Notice Of Class Action Settlement And Hearing Date For Final Court Approval, to be mailed to Class Members to apprise them of this Settlement, which shall be substantially in the form attached hereto as Exhibit A and incorporated by reference into this Agreement.
- 1.12. **“Class Period”** means the period from September 16, 2015, through and including December 31, 2022.

- 1.13. “**Class Representative(s)**” means Cassandra Olomua, Fernando Aguilera, Elijah Miller, and Delmy Rivera.
- 1.14. “**Class Representative Service Payment(s)**” means the amount the Court awards to the Class Representatives to compensate them for prosecuting the Actions, performing work in support of the Actions, undertaking the risk of liability for Defendant’s expenses, and for providing a Complete and General Release to the Released Parties. The Class Representative Service Payments shall be paid from the Gross Settlement Amount.
- 1.15. “**Court**” means the Superior Court for the State of California, County of Los Angeles, and the judge(s) presiding over Case No. JCCP5084 at the time preliminary and final approval of this Settlement is requested.
- 1.16. “**Defendant**” means Total Airport Services, LLC.
- 1.17. “**Defense Counsel**” means Julie A. Dunne and Matthew Riley of DLA Piper LLP (US).
- 1.18. “**Effective Date**” means the date by which this Settlement is finally approved as provided herein and the Court’s Final Approval Order and Judgment become binding and no longer subject to appeal. For purposes of this Agreement, the Final Approval Order and Judgment become binding and no longer subject to appeal upon the later of: (a) the day after the last day by which a notice of appeal to the California Court of Appeal of the Final Approval Order and Judgment and/or of an order denying any motion to intervene may be timely filed, and none is filed; (b) if such an appeal is filed, and the appeal is resolved through any order affirming the Final Approval Order and Judgment, the day after the last date for filing a request for further review of the California Court of Appeal’s decision passes and no further review is requested; (c) if an appeal is filed and there is a final disposition by the California Court of Appeal affirming the Final Approval Order and Judgment and further review of the California Court of Appeal’s decision is requested, the day after the request for review is denied with prejudice and/or no further review of the decision can be requested; or (d) if review is accepted, the day after the California Supreme Court affirms the Settlement. The Effective Date cannot occur, and Defendant will not be obligated to fund this Settlement, until and unless there is no possibility of any appeal that could potentially prevent the Final Approval Order and Judgment from becoming binding.
- 1.19. “**Final Approval Hearing**” means the Court’s hearing to determine whether to finally approve the Settlement and enter judgment in accordance with the terms of this Agreement.

- 1.20. **“Final Approval Order and Judgment”** means the Court’s entry of an order finally approving this Settlement, entering final judgment based thereon, and terminating each of the underlying coordinated actions, which shall be substantially in the form attached hereto as Exhibit C and incorporated by reference into this Agreement.
- 1.21. **“Gross Settlement Amount”** means Four Million Six Hundred Thousand Dollars and Zero Cents (\$4,600,000.00), which is the total amount to be paid by Defendant as provided by this Agreement except as provided in Paragraph 9 below. The Gross Settlement Amount includes and will be used to pay for: (a) Class Counsel Fees; (b) Class Counsel Litigation Costs; (c) the Class Representative Service Payments; (d) the Administration Expenses; (e) the PAGA Settlement Amount; and (f) the Individual Class Payments, including all employee-side payroll taxes on the Wage Portion of the Individual Class Payments. This Gross Settlement Amount is an all-in amount without any reversion to Defendant, and excludes any employer payroll taxes, if any, due on the Wage Portion of the Individual Class Payments, which shall not be paid from the Gross Settlement Amount and shall be the separate additional obligation of Defendant.
- 1.22. **“Individual Class Payments”** means the share of the Net Settlement Amount paid to each Participating Class Member to resolve the Released Class Claims. The Individual Class Payments shall be paid to each Participating Class Member on a *pro rata* basis based on their number of Workweeks worked during the Class Period.
- 1.23. **“Individual PAGA Payments”** means the share of the PAGA Settlement Amount paid to each Affected Employee to resolve the Released PAGA Claims. The Individual PAGA Payments shall be paid to each Affected Employee on a *pro rata* basis based on their number of pay periods worked during the PAGA Period.
- 1.24. **“LWDA”** means the California Labor and Workforce Development Agency.
- 1.25. **“LWDA PAGA Payment”** means the seventy-five percent (75%) of the PAGA Settlement Amount that shall be paid to the LWDA under former Labor Code section 2699, subd. (i).
- 1.26. **“Net Settlement Amount”** means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Class Counsel Fees, Class Counsel Litigation Costs, Class Representative Service Payments, Administration Expenses, and the PAGA Settlement Amount. The Net Settlement Amount is to be paid to Participating Class Members as Individual Class Payments.
- 1.27. **“Notice of Objection”** means a written request by a Class Member to object to this Settlement, which must be completed and mailed to the Administrator by the Response Deadline in the manner set forth in this Agreement.

- 1.28. **“Operative Complaint”** means the First Amended Consolidated Class and Representative Action Complaint filed in the coordinated action entitled *Total Airport Services Wage and Hour Cases* pending in the Superior Court of the State of California, County of Los Angeles, Case No. JCCP5084.
- 1.29. **“PAGA”** means the Private Attorneys General Act of 2004, California Labor Code sections 2698 *et seq.*
- 1.30. **“PAGA Notice Letters”** means Plaintiffs Fernando Aguilera’s and Elijah Miller’s respective letters to Defendant and the LWDA dated May 12, 2020, providing notice pursuant to former Labor Code section 2699.3, subd. (a) of the Labor Code violations asserted in their PAGA action, as well as their letters to Defendant and the LWDA dated October 17, 2024, providing notice of the additional facts and theories being resolved through this Settlement.
- 1.31. **“PAGA Pay Period(s)”** means any pay period during the PAGA Period during which an Affected Employee worked for Defendant in California in a non-exempt position for at least one day.
- 1.32. **“PAGA Period”** means the period from May 12, 2019, through and including December 31, 2022.
- 1.33. **“PAGA Settlement Amount”** means the portion of the Gross Settlement Amount that is allocated to resolve the Released PAGA Claims. The PAGA Settlement Amount shall be Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) and shall be allocated 25% to the Affected Employees (\$125,000) and 75% to the LWDA (\$375,000.00).
- 1.34. **“Participating Class Member(s)”** means a Class Member who does not submit a valid and timely Request for Exclusion.
- 1.35. **“Plaintiffs”** mean Cassandra Olomua, Fernando Aguilera, Elijah Miller, and Delmy Rivera.
- 1.36. **“Plaintiffs’ 1542 Waiver”** means an express waiver, to the fullest extent permitted by law, of the provisions, rights, and benefits of California Civil Code section 1542, which provides: “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.”

- 1.37. **“Preliminary Approval Order”** means the Court’s entry of an order preliminarily approving this Settlement, which shall be substantially in the form attached hereto as Exhibit B and incorporated by reference into this Agreement.
- 1.38. **“Released Class Claims”** means, 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. The release of Class claims will run from December 2, 2016, through and including December 31, 2022, except that the release of the California Labor Code sections 2800 and 2802 claims alleged in the *Rivera* Action and the *Olomua* Action shall run from September 16, 2015, through and including December 31, 2022. Except as expressly set forth in this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

- 1.39. **“Released PAGA Claims”** means 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. The release of PAGA claims will run from May 12, 2019, through and including December 31, 2022. The Released PAGA Claims do not include other PAGA claims, underlying wage and hour claims, claims for wrongful termination, discrimination, unemployment insurance, disability and worker’s compensation, and claims outside of the PAGA Period.
- 1.40. **“Released Parties”** means Defendant Total Airport Services, LLC 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 Total Airport Service’s LLC’s successors, assigns, or legal representatives.
- 1.41. **“Request for Exclusion”** means a Class Member’s submission of a written request to be excluded from the class action aspects of the Settlement, which must be completed and mailed to the Administrator by the Response Deadline in the manner set forth in this Agreement.
- 1.42. **“Response Deadline”** means 60 days after the Administrator mails the Class Notice to Class Members, and shall be the last date on which Class Members may: (a) submit Requests for Exclusion from the class action aspects of the Settlement; or (b) submit Notices of Objection to the Settlement.
- 1.43. **“Settlement”** means the disposition of the Actions and all related claims effectuated by this Agreement and the Judgment.
- 1.44. **“Settlement Fund Account”** means the bank account established pursuant to the terms of this Agreement by the Administrator, from which all monies payable under the terms of this Settlement shall be paid, as set forth herein.

1.45. “**Void Date**” means the date by which any checks issued to Participating Class Members and Affected Employees shall become void and which shall be the 181st day from the date of issuance. If a check is re-mailed or re-issued for any reason, the re-issued check shall still be valid only for 180 days from the mailing of the original check.

1.46. “**Workweek(s)**” means any week during the Class Period in which a Class Member worked for Defendant in California in a non-exempt position on at least one day.

2. RECITALS

The Class Actions

2.1. On September 16, 2019, Plaintiff Rivera filed a class action complaint against Defendant in the Superior Court of the State of California, County of Los Angeles, Case No. 19STCV32847 (“the *Rivera* Action”). Plaintiff Rivera’s class action complaint alleged that Defendant:

- (a) Failed to pay all wages in violation of California Labor Code sections 204, 206, 510, 1194, 1194.2, 1197, 1197.1, and 1182.12;
- (b) Failed to provide meal periods in violation of California Labor Code sections 226.7 and 512;
- (c) Failed to provide rest periods in violation of California Labor Code section 226.7;
- (d) Failed to pay all wages due upon termination of employment in violation of California Labor Code sections 201-203;
- (e) Failed to provide accurate itemized wage statements and maintain records in violation of California Labor Code sections 226, 226.3, 1174, and 1174.5;
- (f) Failed to reimburse business expenses in violation of California Labor Code sections 2800 and 2802; and
- (g) Violated California Business & Professions Code section 17200 *et seq.*

2.2. On October 15, 2019, Plaintiff Olomua filed a class action complaint against Defendant in the Superior Court of the State of California, County of San Mateo, Case No. 19-CIV-06044 (“the *Olomua* Action”). Plaintiff Olomua’s class action complaint alleged that Defendant:

- (a) Failed to pay overtime wages in violation of California Labor Code sections 510 and 1198;
- (b) Failed to provide meal periods in violation of California Labor Code sections 226.7 and 512 ;
- (c) Failed to provide rest periods in violation of California Labor Code section 226.7;
- (d) Failed to pay minimum wages in violation of California Labor Code sections 1194, 1197, and 1197.1;

- (e) Failed to pay all wages due upon termination of employment in violation of California Labor Code sections 201 and 202;
- (f) Failed to timely pay wages due during termination in violation of California Labor Code section 204;
- (g) Failed to provide accurate itemized wage statements in violation of California Labor Code section 226;
- (h) Failed to keep accurate payroll records in violation of California Labor Code section 1174;
- (i) Failed to reimburse business expenses in violation of California Labor Code sections 2800 and 2802; and
- (j) Violated California Business & Professions Code sections 17200 *et seq.*

The PAGA Action

- 2.3. On May 12, 2020, Plaintiff Aguilera filed and served on Defendant a PAGA notice stating his intent to bring a PAGA representative action against Defendant for violation of California Labor Code sections 201-204, 210, 226, 226.7, 510, 512, 551, 552, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, and for violations of the applicable IWC Wage Orders.
- 2.4. On May 12, 2020, Plaintiff Miller filed and served on Defendant a separate PAGA notice stating his intent to bring a PAGA representative action against Defendant for violation of California Labor Code sections 201-204, 210, 226, 226.7, 510, 512, 551, 552, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802, and for violations of the applicable IWC Wage Orders.
- 2.5. On July 17, 2020, Plaintiffs Aguilera and Miller filed a PAGA civil complaint against Defendant in the Superior Court of the State of California, County of Alameda, Case No. RG20067972 (“the *Aguilera/Miller* Action”). Plaintiffs Aguilera and Miller alleged one cause of action for civil penalties pursuant to PAGA for alleged violations of California Labor Code sections 201-204, 210, 226, 226.7, 510, 512, 1174, 1194, 1197, 1197.1, 1198, 2800, and 2802 as well as the applicable Wage Order.

Defendant’s Responses To The Complaints

- 2.6. Defendant filed answers in the *Rivera* Action, the *Olomua* Action, and the *Aguilera/Miller* Action, denying the allegations in each of the complaints, denying any failure to comply with the laws identified in the complaints, and denying any and all liability for the causes of action alleged.
- 2.7. On January 17, 2020, Defendant filed a petition to coordinate the *Rivera* Action and the *Olomua* Action.

- 2.8. On March 11, 2020, Defendant's petition to coordinate the *Rivera* Action and the *Olomua* Action was granted, and the class actions were coordinated in the Superior Court of the State of California, County of Los Angeles, and the coordinated actions were designated *Total Airport Services Wage and Hour Cases*, Case No. JCCP5084.
- 2.9. On September 1, 2020, Defendant filed a petition to add the *Aguilera/Miller* Action to the coordinated proceedings.
- 2.10. On September 30, 2020, Defendant's petition to add the *Aguilera/Miller* Action to the coordinated proceedings was granted.
- 2.11. As part of this Settlement, on October 28, 2024, Plaintiffs filed the Operative Complaint in the *Total Airport Services Wage and Hour Cases* to add claims that: Defendant violated Labor Code section 212 which prohibits the discounting of wages through the method of payment of wages, in this case, Aline pay cards; and Defendant failed to pay for all time worked including time spent traveling on shuttles from a parking lot to work locations and waiting to clock in.

Discovery and Investigation

- 2.12. Prior to mediation, the Parties completed a *Belaire-West* notice mailing to 2,532 employees. Plaintiffs also served form interrogatories, 46 special interrogatories, and 94 requests for production of documents, and Defendant responded to each of these requests.
- 2.13. The Court also ordered Defendant to produce time records and wage records for 400 putative Class Members. Prior to mediation, Defendant completed the production of such records as well as relevant portions of the personnel files for approximately 250 Class Members.
- 2.14. Additionally, Defendant produced information and data regarding: (a) the number of Defendant's non-exempt employees in California during various time periods, including from September 16, 2015, to December 31, 2022, from December 2, 2016, to December 31, 2022, from September 16, 2018, to December 31, 2022, and from May 12, 2019, to December 31, 2022; (b) the number of workweeks worked by Defendant's non-exempt employees in California during these same for time periods; (c) the average hourly rate paid to Defendant's non-exempt employees in California from September 16, 2015, to December 31, 2022, and from December 2, 2016, to December 31, 2022; and (d) the number of meal and rest period premiums paid to Defendant's non-exempt employees in California from December 2, 2016, to December 31, 2022. In addition, Defendant produced each version of its employee handbook in effect from September 16, 2015, through December 31, 2022, as well as other policy documents regarding timekeeping, reporting for work, meal periods, rest periods, payroll, and expense

reimbursements. In total, Defendant produced thousands of pages of documents.

- 2.15. Thus, Plaintiffs obtained sufficient documents and information to sufficiently investigate the claims in accordance with the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801, and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

Mediation and Settlement

- 2.16. On November 8, 2023, the Parties participated in an all-day mediation presided over by Eve Wagner, a respected mediator of wage and hour representative and class actions. The matter settled on that date by way of a mediator’s proposal.

Disputed Claims

- 2.17. This Agreement represents a compromise and settlement of highly disputed claims. Defendant has contended and continues to contend that the Released Class Claims and Released PAGA Claims have no merit and that Defendant has no liability to Class Members or Affected Employees. Defendant specifically denies that Class Members and Affected Employees are entitled to compensation for the conduct alleged in the Actions. Nothing in this Agreement, no documents referred to herein, and no action taken to carry out this Agreement, is intended or may be construed or used as an admission by Defendant or any of the Released Parties that the claims in the Actions have merit or that Defendant bears any fault, wrongdoing, or liability whatsoever, or as an admission by Plaintiffs that Defendant’s defenses in the Actions have merit.

Related Actions

- 2.18. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of any other pending action asserting claims that will be extinguished or affected by the Settlement aside from the Actions as defined in Paragraph 1.1 and the following action: *Celso Jacinto v. Airport Terminal Services, Inc., et al.*, Los Angeles County Superior Court Case No. 23STCV27736, filed on November 9, 2023.

Plaintiffs’ Reasons For Settlement

- 2.19. Plaintiffs and Class Counsel recognize the expense and length of continued proceedings necessary to litigate the Actions through trial and any further, possible appeals. Plaintiffs and Class Counsel have also considered the uncertainty and risk of the outcome of further litigation, as well as the difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel are likewise aware of the burdens of proof necessary: to establish that their claims can be litigated on a class or representative basis; to establish liability for the claims asserted in the Actions, both generally and in response to Defendant’s defenses thereto; to establish damages and penalties on behalf

of Class Members; and to establish a right to civil penalties on behalf of Affected Employees. Plaintiffs and Class Counsel have also considered Defendant's agreement to enter into a settlement that confers substantial relief to Class Members, the State of California, and Affected Employees. Based on the foregoing, Plaintiffs and Class Counsel have determined that the Settlement set forth in this Agreement is a fair, reasonable, and adequate settlement and is in the best interests of Class Members, the State of California, and Affected Employees.

Defendant's Reasons for Settlement

2.20. Defendant has concluded that any further defense of the Actions would be protracted and expensive. Substantial amounts of Defendant's time, energy, and resources have been and, unless this Settlement is made, will continue to be devoted to the defense of the Released Class Claims asserted by Plaintiffs on behalf of Class Members, and the Released PAGA Claims asserted by Plaintiffs on behalf of the State of California and Affected Employees. Defendant has also considered the risks of further litigation in reaching its decision to enter into this Settlement. Although Defendant strongly disputes Plaintiffs' claims in the Actions and contends no Class Members or Affected Employees are entitled to compensation for the conduct alleged in the Actions, Defendant has nonetheless agreed to settle in the manner and upon the terms set forth in this Agreement to put to rest the asserted claims in order to avoid further protracted litigation. Defendant agrees that the Settlement set forth in this Settlement Agreement is fair, reasonable, and adequate.

3. SETTLEMENT TERMS

Conditional Nature of Stipulation for Certification

3.1. The Parties stipulate and agree to certification of the Class for purposes of this Settlement only. If for any reason the Settlement does not become effective, the fact that the Parties were willing to stipulate to certification of the Released Class Claims on behalf of the Class Members as part of the Settlement shall have no bearing on, and shall not be admissible in connection with, the issue of whether the Released Class Claims should be certified on behalf of the Class Members in a non-settlement context in the *Rivera* Action and/or the *Olomua* Action or in any other lawsuit. Defendant expressly reserves the right to oppose certification of any claim or class for any reason and reserves all available defenses to the claims in the Actions.

Appointment of Class Representative

3.2. For purposes of this Settlement only, the Parties stipulate and agree that Plaintiffs shall be appointed as the Class Representatives of Participating Class Members.

Appointment of Class Counsel

3.3. For purposes of this Settlement only, the Parties stipulate and agree that Lawyers *for* Justice, PC and Mahoney Law Group, APC shall be appointed to serve as Class Counsel for the Participating Class Members.

Appointment of Administrator

3.4. For the purposes of this Settlement only, the Parties stipulate and agree that Phoenix Class Action Administration Solutions shall serve as the Administrator.

Monetary Terms

3.5. Gross Settlement Amount. Provided that the Court approves the Settlement, and the Effective Date occurs, Defendant will transmit to the Administrator a sum of Four Million Six Hundred Thousand Dollars and Zero Cents (\$4,600,000.00) and no more as the Gross Settlement Amount. The Gross Settlement Amount is all-inclusive of all payments contemplated in this resolution, excluding any employer-side payroll taxes on the Wage Portion of the Individual Class Payments, which shall be paid by Defendant to the Administrator in addition to the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.4 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Affected Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.

3.6. Payments from the Gross Settlement Amount. Subject to the terms and conditions of this Agreement and approval of the Court, the Administrator will make the following payments out of the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval Order and Judgment:

- (a) To Plaintiffs: Class Representative Service Payments to the Plaintiffs of not more than Fifteen Thousand Dollars and Zero Cents (\$15,000.00) each (in addition to any Individual Class Payment each Class Representative is entitled to receive as a Participating Class Member, and any Individual PAGA Payment each Class Representative is entitled to receive as an Affected Employee). In recognition of Plaintiffs' time and effort in prosecuting the Actions on behalf of Class Members, Affected Employees, and the State of California, as applicable, and as consideration for Plaintiffs' Complete and General Release to the Released Parties, Defendant agrees not to oppose Plaintiffs' requests for Class Representative Service Payments that do not exceed \$15,000 each. The Court shall have discretion to determine what portion of the Gross Settlement Amount shall be allocated to Class Representative Service Payments, and the Settlement is not contingent upon the Court awarding any particular amount of Class Representative Service Payments. If the Court approves

Class Representative Service Payments less than the amount requested, the Administrator will allocate the unawarded amount to the Net Settlement Amount. Plaintiffs shall not have the right to object to or revoke their agreement to the Settlement if the Court does not approve any or all of the requested Class Representative Service Payments. Plaintiffs hereby waive their rights to object to the Settlement. The Administrator will report the Class Representative Service Payments using IRS Form 1099. Plaintiffs shall be solely and legally responsible for paying any and all applicable taxes on their respective Class Representative Service Payment, and Plaintiffs shall hold the Released Parties harmless from any claim or liability for taxes, penalties, or interest arising as a result of the Class Representative Service Payments.

- (b) To Class Counsel: Class Counsel Fees of not more than thirty-five percent (35%) of the Gross Settlement Amount, which is currently estimated to be One Million Six Hundred Ten Thousand Dollars and Zero Cents (\$1,610,000.00), and the amount awarded by the Court to Class Counsel for Class Counsel Litigation Costs estimated to be no more than \$30,000. The Court shall have discretion to determine what portion of the Gross Settlement Amount shall be allocated to Class Counsel to cover the fees and expenses incurred to prosecute the Actions, and the Settlement is not contingent upon the Court awarding any particular amount of Class Counsel Attorney Fees and/or Class Counsel Litigation Costs. The Court shall also determine the allocation of attorneys' fees and costs among Class Counsel. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees and Class Counsel Litigation Costs no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Counsel Fees and/or Class Counsel Litigation Costs in an amount less than requested, the Administrator will allocate the unawarded amount(s) to the Net Settlement Amount. Class Counsel agree to provide the Administrator with an executed IRS Form W-9 before the Class Counsel Fees and Class Counsel Litigation Costs may be disbursed to Class Counsel. The Administrator (and not Defendant) shall issue an IRS Form 1099 to Class Counsel for the payments made pursuant to this paragraph. Neither Class Counsel nor any other current or past counsel for Plaintiffs shall be permitted to petition the Court for, or to accept, any additional payments for attorneys' fees, costs, interest, or any other amount relating to the Actions from Defendant except as specified above. Defendant's payment of the Gross Settlement Amount, including Class Counsel Fees and Class Counsel Litigation Costs, shall constitute full satisfaction of the obligation to pay any amounts to any person, attorney, or law firm allegedly incurred on behalf of Plaintiffs, Class Members, the State of California, and/or Affected Employees for the prosecution and settlement of the Actions. The Released Parties shall have no liability to Class Counsel or any other Plaintiffs' attorney(s) arising from any claim to any portion of the payments of Class Counsel Fees or Class Counsel Litigation Costs, so long as Defendant fully funds the Gross Settlement Amount. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees and Class Counsel Litigation Costs and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy

regarding any division or sharing of any of these payments. In consideration for the awarded Class Counsel Fees and Class Counsel Litigation Costs, Class Counsel waives any and all claims to any further attorneys' fees in connection with the Actions.

- (c) To the Administrator: Administration Expenses not to exceed a maximum payment of Thirty Thousand Dollars and Zero Cents (\$30,000.00), except for a showing of good cause and as approved by the Court. The Administration Expenses to be paid to the Administrator are subject to the Court's approval and will be paid only from the Gross Settlement Amount. To the extent the Administration Expenses amount is less than \$30,000 or the Court approves payment less than \$30,000, the Administrator will allocate the unawarded amount to the Net Settlement Amount.
- (d) To the LWDA and Affected Employees: The PAGA Settlement Amount of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) to be paid from the Gross Settlement Amount, with seventy-five percent (75%) – totaling Three Hundred Seventy-Five Thousand Dollars and Zero Cents (\$375,000.00) – allocated to the LWDA PAGA Payment, and twenty-five percent (25%) – totaling One Hundred Twenty-Five Thousand Dollars and Zero Cents (\$125,000.00) – allocated to the Individual PAGA Payments.
- i. The Administrator will calculate each Individual PAGA Payment 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 Defendant's business records.
- ii. Each Individual PAGA Payment will be allocated 100% as penalties. The Settlement Administrator shall make no payroll tax deductions from the Individual PAGA Payments. The Administrator will report the Individual PAGA Payments on IRS Form 1099s to the extent required by law. Affected Employees assume full responsibility and liability for any taxes owed on their respective Individual PAGA Payment.
- (e) To Each Participating Class Member: Individual Class Payments shall be calculated as follows:
- 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.

Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion(s)"). The Wage Portions are subject to tax withholding and will be reported to each Participating Class Member on an IRS Form W-2. The Settlement Administrator shall deduct employee-side payroll taxes from the Wage Portion of each Individual Class Payment, and Defendant shall pay the employer-side payroll taxes for the Wage Portion of each Individual Class Payment in addition to the Gross Settlement Amount. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for expense reimbursement, interest, and penalties (the "Non-Wage Portion(s)"). The Non-Wage Portions will be reported on IRS Form 1099s to each Participating Class Member only to the extent required by law. The Administrator shall make no payroll tax deductions from the Non-Wage Portions of each Individual Class Payment. Participating Class Members assume full responsibility and liability for any employee taxes owed on their respective Individual Class Payment.

Effect of Class Members Who Opt Out On Calculation of Individual Class Payments. Class Members who opt out of the Settlement will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a *pro rata* basis. However, if a Class Member who opts out of the Settlement is also an Affected Employee, that employee will receive the Individual PAGA Payment and be subject to the PAGA Release.

4. SETTLEMENT FUNDING

- 4.1. Settlement Accounting. On or before the Effective Date, the Administrator shall provide the Parties with an accounting of all anticipated payments from the Settlement Fund Account as specified in this Agreement and approved by the Court, including: (a) Plaintiffs' Class Representative Service Payments; (b) the Class Counsel Fees; (c) the Class Counsel Litigation Costs; (d) the Administration Expenses; (e) the LWDA PAGA Payment; (f) the Individual PAGA Payments; (g) the Individual Class Payments; and (h) the employer's share of payroll taxes on the Wage Portions of the Individual Class Payments.
- 4.2. Class Workweeks and PAGA Pay Periods. Based on its records, Defendant has represented that, as of December 31, 2022, there were approximately 2,836 Class Members who collectively worked a total of approximately 206,056 Workweeks, and approximately 2,093 Affected Employees who worked a total of approximately 55,684 PAGA Pay Periods.
- 4.3. Class Data. No later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant will deliver the Class Data to the Administrator for purposes of mailing the Class Notice to the Class Members. Because Class Members' sensitive personal information is included in the Class Data, the Administrator shall maintain the Class Data securely in accordance with the Information Security and Services Agreement attached hereto as Exhibit D. Access to such Class Data shall be limited to only those employees of the Administrator with a need to use the Class Data for administration of the Settlement. Defendant has a continuing duty to promptly notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible.
- 4.4. Funding of the Gross Settlement Amount. Defendant shall fully fund the Settlement by providing to the Administrator the Gross Settlement Amount and the amount of employer's share of payroll taxes on the Wage Portions of the Individual Class Payments no later than 14 days after the Effective Date. The Administrator shall deposit the funds into the Settlement Fund Account and will disburse the funds in the manner and at the times set forth in this Agreement.

5. PAYMENTS FROM THE GROSS SETTLEMENT AMOUNT

- 5.1. Within 30 days following the Effective Date, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses, the Class Counsel Fees, the Class Counsel Litigation Costs, and the Class Representative Service Payments.
- 5.2. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Participating Class Members and/or Affected

Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the Void Date, which is 181 days after the date of mailing, when the check will be voided. Before checks are mailed, the Administrator shall update address information through the National Change of Address database. The Administrator will cancel all checks not cashed by the Void Date. The Administrator will send checks for Individual Class Payments to all Participating Class Members for whom it has confirmed valid mailing addresses through the notice process. The Administrator will send checks for Individual PAGA Payments to all Affected Employees for whom it has confirmed a valid mailing address through the notice process. (The Administrator shall not mail checks to Participating Class Members or Affected Employees for whom it could not confirm a valid mailing address through the notice process, but instead shall hold those funds for distribution to the *cy pres* pursuant to Paragraph 5.4.) The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment.

5.3. Any Individual Class Payments and/or Individual PAGA Payments that are returned to the Administrator as non-deliverable shall be remailed to any forwarding address affixed to the returned envelope. If there is no forwarding address on the returned envelope, the Administrator shall conduct a Class Member Address Search in an effort to obtain a new forwarding address. If either the Administrator identifies an updated mailing address through the Class Member Address Search, or Class Counsel or a Class Member provides the Administrator with an updated mailing address, the Administrator shall re-send the appropriate Individual Class Payment and/or Individual PAGA Payment within 7 days after receiving the updated mailing address. Any Individual Class Payments and/or Individual PAGA Payments that are re-mailed or re-issued pursuant to this paragraph shall be valid for 180 days from the date the original Individual Class Payments and/or Individual PAGA Payments were issued. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, if requested by the Class Member at least 30 days prior to the Void Date. However, the re-issuance and re-mailing of a settlement check shall not change the Void Date for the check.

5.4. Subject to the Court's approval, the Parties agree that any unclaimed funds from any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the Void Date shall be transmitted by the Administrator to Legal Aid Foundation of Los Angeles (the "Cy Pres Recipient"). The Parties, Class Counsel, and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient. The Administrator shall make this payment to the Cy Pres Recipient prior to the deadline set by the Court pursuant to California Code of Civil Procedure section 384. The Parties further agree that any refunded employee-side payroll taxes corresponding to the Wage Portion of any uncashed Individual Class Payments shall also be transmitted to the Cy Pres Recipient within 14 days of the Administrator's receipt of the refunded employee-

side payroll taxes. The Parties further agree that any refunded employer-side payroll taxes corresponding to the Wage Portion of any uncashed Individual Class Payments shall be returned to Defendant within 14 days of the Administrator's receipt of the refunded employer-side payroll taxes.

- 5.5. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6. RELEASE OF CLAIMS

- 6.1. Plaintiffs' Complete and General Release. In consideration for the promises and payments set forth in this Agreement – including the Class Representative Service Payments, as well as their Individual Class Payments, Individual PAGA Payments, and the other terms and conditions of the Settlement – Plaintiffs and their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns agree to completely, irrevocably, unconditionally, and generally release and discharge the Released Parties from all claims, rights, demands, and liabilities of every nature and description, known and unknown, suspected or unsuspected, including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts alleged in the Actions, including the initial complaints and the Operative Complaint, and (b) those arising from or related to their employment with Defendant, that Plaintiffs may have against the Released Parties, or any of them, arising from conduct occurring on or before the respective date that each Plaintiff executes this Agreement, including but not limited to any rights or claims arising under: the California Constitution; the California Labor Code; the California Business & Professions Code; the California Code of Regulations; the California Fair Employment and Housing Act; the Fair Labor Standards Act; Title VII of the Civil Rights Act of 1964; the Americans with Disabilities Act; federal and state family leave statutes; and any and all other federal, state, and local laws, statutes, executive orders, regulations, and common law, including contract, employment, and tort law (“Complete and General Release”). This Complete and General Release includes a California Civil Code section 1542 Waiver. Plaintiffs may discover facts in addition to or different from those they now know or believe to be true with respect to the subject matter of the Complete and General Release, but upon the Effective Date, Plaintiffs shall be deemed to have – and by operation of the Final Approval Order and Judgment shall have – fully, finally, and forever settled and released any and all of the claims covered by the Complete and General Release as of the date of their execution of the Agreement. The Complete and General Release does not include any claims for unemployment, disability, social security, workers' compensation, or any claims that cannot be released as a matter of law.

- 6.2. Release by Participating Class Members. 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 IWC Wage Order; (e) failure to authorize and permit 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 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 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.

- 6.3. Release of PAGA Claims. As of the Effective Date, Plaintiffs Aguilera and Miller – on behalf of themselves, the State of California, and the PAGA 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), and attorneys' fees and costs incurred to prosecute the PAGA claims in the Actions on behalf of Affected Employees.

7. MOTION FOR PRELIMINARY APPROVAL

- 7.1. Plaintiffs' Responsibilities. Plaintiffs will prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's procedures and instructions. Plaintiffs will prepare and deliver to Defense Counsel all documents necessary for obtaining preliminary approval, including: (a) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the settlement of the PAGA claims alleged in the Actions; (b) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its: willingness to serve as the Administrator; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds, or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and/or the proposed Cy Pres Recipient; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel, or Defense Counsel; (c) signed declarations from Plaintiffs confirming their willingness and competency to serve as Class Representatives and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, the Administrator, and/or the proposed Cy Pres Recipient; (d) signed declarations from Class Counsel attesting to their competency to represent the Class Members; their timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (former California Labor Code section 2699.3, subd. (a)), initial complaints and the Operative Complaint (former California Labor Code section 2699, subd. (1)(1)), and this Agreement (former California Labor Code section 2699, subd. (1)(2)); and (e) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator, and/or the proposed Cy Pres Recipient. In their declarations, Plaintiffs and Class Counsel shall aver that they are not aware of any other pending action asserting claims that will be extinguished or adversely affected by the Settlement other than those identified in this Agreement.
- 7.2. LWDA Notice. Pursuant to former California Labor Code section 2699(1), Class Counsel will provide a copy of this Settlement Agreement to the LWDA concurrently with the filing of the Motion for Preliminary Approval of this Settlement. Class Counsel will also file a declaration in support of the Motion for Preliminary Approval confirming that they have submitted the Settlement Agreement to the LWDA in compliance with former California Labor Code section 2699(1). The Parties intend to and believe that the notice pursuant to the procedures described in this paragraph complies with the requirements of PAGA, and Plaintiffs will request in the Motion for Final Approval of the Settlement that the Court determine that Plaintiffs' notice of the proposed Settlement to the LWDA was sufficient and valid in compliance with former California Labor Code section 2699(1).
- 7.3. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for: expeditiously finalizing and filing the Motion for Preliminary Approval no later than 45 days after they sign this Settlement Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of

the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

- 7.4. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

8. SETTLEMENT ADMINISTRATION

- 8.1. Selection of Administrator. The Parties have jointly selected Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, Phoenix Class Action Administration Solutions agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Administrator shall be responsible for: establishing a toll-free telephone number; establishing a website which will have links to the Class Notice, the Agreement, the motions for approval of the Settlement and for Class Counsel Fees and Class Counsel Litigation Costs, and the Court-entered Preliminary Approval Order and Final Approval Order and Judgment; establishing a Post Office Box for receipt of Class Member communications; preparing, printing, and mailing the Class Notice to Class Members; receiving and reviewing Requests for Exclusion, if any, submitted by Class Members; providing weekly status reports to Defense Counsel and Class Counsel, which shall include the status of mailings to Class Members (including the total number of returned, undelivered, and re-mailed Class Notices) and the total number of any responses, Notices of Objections, and Requests for Exclusion received from Class Members (including the total number of Notices of Objection and Requests for Exclusion that are deficient, late, or otherwise invalid); providing a due diligence declaration for submission to the Court prior to the Final Approval Hearing; mailing the Class Representative Service Payments to Plaintiffs, Class Counsel Fees and Class Counsel Litigation Costs to Class Counsel, the LWDA PAGA Payment to the LWDA, the Individual PAGA Payments to Affected Employees, and the Individual Class Payments to Participating Class Members; printing and providing Participating Class Members, Affected Employees, Plaintiffs, and Class Counsel to whom payments are made pursuant to this Settlement with IRS Form W-2 and 1099 statements as required under applicable law; providing a due diligence declaration for submission to the Court upon the completion of the administration of the Settlement; and for such other tasks as the Parties mutually agree. The Administrator shall keep the Parties timely apprised of the performance of all Administrator responsibilities. Any legally mandated tax reports, tax forms, tax filings, or other tax documents required by administration of this Agreement shall be prepared by the Administrator. Any expenses incurred in

connection with such preparation shall be an Administration Expense. The Parties agree to cooperate in the Settlement administration process and to make all reasonable efforts to control and minimize Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experience administering settlements.

8.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.

8.3. Qualified Settlement Fund. The Administrator shall establish a Settlement Fund Account that meets the requirements of a Qualified Settlement Fund under US Treasury Regulation section 468B-1.

8.4. Notice to Class Members.

- (a) No later than five (5) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the Class Data has been received and state the number of Class Members, Affected Employees, Workweeks, and PAGA Pay Periods in the Class Data. The Administrator shall not disclose Class Members' names and contact information to Class Counsel.
- (b) Upon receipt of the Class Data, the Administrator shall update Class Member addresses using the National Change of Address database, and if necessary, a skip trace. The mailing address identified through this process by the Administrator as the current mailing address shall be presumed to be the best mailing address for each Class Member. Within 21 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via First Class U.S. Mail, the Class Notice substantially in the form attached to this Agreement as Exhibit A.
- (c) No later than 7 days after the Administrator's receipt of any Class Notice returned by the United States Postal Service ("USPS") as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send a Class Notice to Class Members whose Class Notice is returned by the USPS as undelivered a second time.
- (d) The deadlines for Class Members' written objections and Requests for Exclusion will not be extended on account of a re-mailed Class Notice.

- (e) If the Administrator, the Parties, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received the Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement no later than 14 days after receipt of the Class Notice, or the deadline dates in the Class Notice, whichever are later.

8.5. Requests for Exclusion (Opt-Outs).

- (a) Class Members who wish to exclude themselves from (opt-out of) the class components of the Settlement must send the Administrator, by mail, a signed written Request for Exclusion no later than the Response Deadline. To be valid, the Request for Exclusion must: contain the name, address and telephone number of the person requesting exclusion; indicate that they do not wish to participate in the Settlement in the *Total Airport Services Wage and Hour Cases*, or some other descriptor that identifies the case; and be signed by the person requesting exclusion. The Request for Exclusion must be timely postmarked by the Response Deadline. The date of the postmark on the return mailing envelope shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted.
- (b) If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- (c) Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' releases under Paragraph 6.2 of the Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- (d) Every Class Member who submits a valid and timely Request for Exclusion shall not receive an Individual Class Payment or have the right to object to the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Class Members who are also Affected Employees are deemed to release the claims identified in Paragraph 6.3 of this Agreement and are eligible for an Individual PAGA Payment. If a Class Member submits both a Request for Exclusion and a Notice of Objection, only the Request for Exclusion will be accepted and the Notice of Objection will be void.

8.6. Objections to Settlement.

- (a) Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees, Class Counsel Litigation Costs, and/or Class Representative Service Payments.
- (b) Participating Class Members may send written objections to the Administrator by mail. To be valid, the Notice of Objection must: (i) contain the name, address and telephone number of the Class Member and the approximate dates s/he worked for TAS; (ii) identify the case, e.g., by stating the Notice of Objection relates to the *Total Airport Services Wage and Hour Cases*, or some other descriptor that identifies the case; (iii) state the basis for the objection; (iv) be signed by the Class Member; and (v) be postmarked on or before the Response Deadline. Absent good cause found by the Court, if the Notice of Objection does not satisfy the requirements listed in (i)-(v), it will not be deemed a timely and valid Notice of Objection to this Settlement. In the alternative, or in addition to a written objection, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing.
- (c) Class Members who file a request for exclusion from the Settlement have no right to object to the Settlement.

8.7. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

- (a) Website, Email Address, and Toll-Free Number. The Administrator will establish, maintain, and use an internet website to post information of interest to Class Members including the date, time, and location for the Final Approval Hearing and copies of the Settlement Agreement, the Motion for Preliminary Approval, the Preliminary Approval Order, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees, Class Counsel Litigation Costs, and Class Representative Service Payments, and the Final Approval Order and Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.
- (b) Requests for Exclusion (Opt-Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. No later than 7 days after the Response Deadline, the Administrator shall email to Defense Counsel: (i) the names, social security numbers, and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (ii) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (iii) copies of all Requests for Exclusion submitted (whether valid or invalid). The Administrator

shall email to Class Counsel a summary report that includes only the number of Class Members who have submitted timely and valid Requests for Exclusion.

- (c) Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed and re-mailed, Class Notices returned undelivered, Requests for Exclusion received (including whether they are valid or invalid), Notices of Objections received, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”).
- (d) Administrator’s Declaration. No later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel a signed declaration suitable for filing in Court attesting to the Administrator’s due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of the Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion received (both valid and invalid), and the number of Notices of Objection. The Administrator will modify and/or supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.
- (e) Final Report by Administrator. Within 10 days after the Administrator disburses all funds of the Gross Settlement Amount, the Administrator will provide Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 7 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator’s declaration in Court. If a subsequent declaration attesting to the distribution of uncashed checks is required, the Administrator shall provide this subsequent declaration at least 7 days before any deadline for a subsequent declaration and Class Counsel shall be responsible for filing the subsequent declaration with the Court.

9. CLASS SIZE MODIFICATION AND ESCALATOR CLAUSE. Based on its records, Defendant provided figures and made representations as to the Class size and number of Workweeks as set forth in Paragraph 4.2 above. If the number of Workweeks actually worked by Class Members during the Class Period is more than 5% greater than 206,056 (i.e., if the total number of Workweeks is 216,359 or more), Defendant shall increase the Gross Settlement Amount on a pro rata basis equal to the percentage increase in the number of Workweeks worked by Class Members above 5% (e.g., if the number of Workweeks increases by 6% to 218,419, the Gross Settlement Amount will increase by 1%).

10. DEFENDANT’S RIGHT TO TERMINATE. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendant may, but is not obligated to, elect to terminate the Settlement. The Parties agree that, if Defendant exercises this right, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement. Defendant must notify Class Counsel and the Court of its election to withdraw no later than 7 days after the Administrator sends the final Exclusion List to Defense Counsel. Invalid Requests for Exclusion will not count toward the 5% threshold.

11. MOTION FOR FINAL APPROVAL. Unless otherwise ordered by the Court, no later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court, a Motion for Final Approval of the Settlement that includes a request for approval of the Settlement and the Proposed Final Approval Order and Judgment substantially in the form attached hereto as Exhibit C (collectively “Motion for Final Approval”). Plaintiffs shall provide drafts of these documents to Defense Counsel no later than 7 days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in good faith to resolve any disagreements concerning the Motion for Final Approval.

11.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2. Duty to Cooperate. If the Court does not grant final approval or conditions final approval on any material change to the Settlement, the Parties will expeditiously work together in good faith to address the Court’s concerns to attempt to revise the Agreement in order to obtain Final Approval. The Court’s decision to award less than the amounts requested for a Class Representative Service Payment, Class Counsel Fees, Class Counsel Litigation Costs, and/or Administration Expenses shall not constitute a material modification to the Agreement within the meaning of this paragraph.

11.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of the Final Approval Order and Judgment, the Court will retain jurisdiction over the Parties, the Actions, and the Settlement under California Code of Civil Procedure section 664.6 solely for purposes of (a) enforcing this Agreement and/or the Judgment, (b) addressing settlement administration matters, and (c) addressing such post-Judgment matters as are permitted by law.

11.4. Request That Underlying, Coordinated Actions Be Terminated: Within 10 days of the Court’s issuance of the Final Approval and Judgment, the Parties shall jointly submit a copy of the Final Approval Order and Judgment to the clerk of court for each underlying coordinated action, requesting that each of the underlying actions be terminated, pursuant to California Rule of Court 3.545(b).

11.5. Waiver of the Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals.

11.6. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Participating Class Members and/or Affected Employees), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns to attempt to obtain final approval and entry of Judgment, sharing, on an equal basis, any additional Administration Expenses reasonably incurred at the time of remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

12. AMENDED JUDGMENT. If any amended judgment is required under California Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

13. ADDITIONAL PROVISIONS

13.1. Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant, and Defense Counsel agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate, and/or publicize, or cause or permit another person to disclose, disseminate, or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (a) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (b) counsel in a related matter; (c) to the extent necessary to report income to appropriate taxing authorities; (d) in response to a court order or subpoena; (e) in response to an inquiry or subpoena issued by a state or federal government agency; or (f) submission of the Agreement to the LWDA. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant, and Defense Counsel separately agree not to initiate, directly or indirectly, any conversation or other communication, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved" or words to that effect. This paragraph does not restrict

Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 13.2. No Solicitation. The Parties agree that they and their respective counsel and employees have not and will not solicit any Class Member to submit a Request for Exclusion from, or a Notice of Objection to, the Settlement or to appeal from the Court's Final Approval Order and Judgment, including through the use of social media or electronic advertisement.
- 13.3. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 13.4. Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 13.5. Prior Assignments. The Parties represent 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 by the Party in this Settlement.
- 13.6. Tax Advice. Neither Plaintiffs, Class Counsel, Defendant, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 13.7. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest, and approved by the Court.
- 13.8. Agreement Binding on Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the successors or assigns of each of the Parties.
- 13.9. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 13.10. 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.
- 13.11. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the Actions and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement. The Parties and their counsel agree not to publicize the facts, amount, or terms of the Settlement in any way, including by way of press releases, initiating contact with the press, responding to any press inquiries, or communicating with the press. Plaintiffs and Class Counsel also agree not to reference this Settlement in any communication, including on social media, in any advertisement or on any website. The Parties and their counsel shall keep this Settlement and its terms confidential except as necessary to obtain approval of and to implement the Settlement.
- 13.12. Use and Destruction of Employee Data. Information provided to Class Counsel pursuant to California Evidence Code section 1152, and all copies and summaries of employee data provided to Class Counsel by Defendant in connection with the mediation, other settlement negotiations, or in connection with the Settlement, 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 of court. No later than 90 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final payout of all Settlement funds, Plaintiffs shall destroy all paper and electronic versions of employee data received from Defendant.
- 13.13. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 13.14. 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.
- 13.15. Notice. Unless otherwise specifically provided, all notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States registered or certified mail, or as of the day sent by email or messenger, addressed as follows:

To Plaintiffs and the Class:

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

To Defendant:

Julie A. Dunne
Matthew Riley
DLA Piper LLP (US)
4365 Executive Drive, Suite 1100
San Diego, CA 92121
Email: julie.dunne@us.dlapiper.com
matthew.riley@us.dlapiper.com

- 13.16. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), 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 if 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.
- 13.17. Stay of Litigation. The Parties agree that upon the execution of this Agreement the Actions shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that the date to bring a case to trial under California Code of Civil Procedure section 583.310 shall be extended for a period of not less than one (1) year from the date of the signing of the Agreement by all Parties until the Effective Date or the date this Agreement shall no longer be of any force or effect. If this Settlement is not approved for any reason, then the stay will be lifted and the litigation will resume as to the Operative

Complaint. However, if the Court reduces the amount of requested Class Representative Service Payments, Class Counsel Fees, Class Counsel Litigation Costs, and/or Administration Expenses, that ruling will not constitute a failure to grant approval of the Settlement.

13.18. This Settlement Is Fair, Reasonable, And Adequate. The Parties, Class Counsel, and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Actions and have arrived at this Agreement after lengthy, extensive arms-length negotiations, taking into account all relevant factors, both current and potential.

EXECUTION BY PARTIES AND COUNSEL:

The Parties and their counsel hereby execute this Agreement.

Dated: 11 / 08 / 2024



Plaintiff Delmy Rivera

Dated: _____

Plaintiff Cassandra Olomua

Dated: _____

Plaintiff Fernando Aguilera

Dated: _____

Plaintiff Elijah Miller

Dated: _____

Angelo Gencarelli
For Defendant Total Airport Services, LLC

Dated: _____

Edwin Aiwarzian
Lawyers *for* Justice, PC
Attorneys for Plaintiffs
Cassandra Olomua, Fernando Aguilera, and Elijah Miller

Complaint. However, if the Court reduces the amount of requested Class Representative Service Payments, Class Counsel Fees, Class Counsel Litigation Costs, and/or Administration Expenses, that ruling will not constitute a failure to grant approval of the Settlement.

13.18. This Settlement Is Fair, Reasonable, And Adequate. The Parties, Class Counsel, and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Actions and have arrived at this Agreement after lengthy, extensive arms-length negotiations, taking into account all relevant factors, both current and potential.

EXECUTION BY PARTIES AND COUNSEL:

The Parties and their counsel hereby execute this Agreement.

Dated: _____

Plaintiff Delmy Rivera

Dated: 11/06/2024

Electronically Signed 2024-11-06 17:48:03 UTC - 76:158:24:157

Infotex AssureSign® 1a923867-3a26-4210-8a0b-b220011c09b1

Plaintiff Cassandra Olomua

Dated: _____

Plaintiff Fernando Aguilera

Dated: _____

Plaintiff Elijah Miller

Dated: _____

Angelo Gencarelli
For Defendant Total Airport Services, LLC

Dated: _____

Edwin Aiwarzian
Lawyers *for* Justice, PC
Attorneys for Plaintiffs
Cassandra Olomua, Fernando Aguilera, and Elijah Miller

Complaint. However, if the Court reduces the amount of requested Class Representative Service Payments, Class Counsel Fees, Class Counsel Litigation Costs, and/or Administration Expenses, that ruling will not constitute a failure to grant approval of the Settlement.

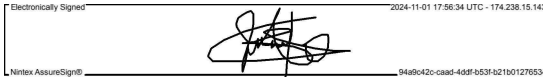
13.18. This Settlement Is Fair, Reasonable, And Adequate. The Parties, Class Counsel, and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Actions and have arrived at this Agreement after lengthy, extensive arms-length negotiations, taking into account all relevant factors, both current and potential.

EXECUTION BY PARTIES AND COUNSEL:

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Delmy Rivera

Dated: _____
Plaintiff Cassandra Olomua

Dated: 11/01/2024

Plaintiff Fernando Aguilera

Dated: _____
Plaintiff Elijah Miller

Dated: _____
Angelo Gencarelli
For Defendant Total Airport Services, LLC

Dated: _____
Edwin Aiwarzian
Lawyers *for* Justice, PC
Attorneys for Plaintiffs
Cassandra Olomua, Fernando Aguilera, and Elijah Miller

Complaint. However, if the Court reduces the amount of requested Class Representative Service Payments, Class Counsel Fees, Class Counsel Litigation Costs, and/or Administration Expenses, that ruling will not constitute a failure to grant approval of the Settlement.

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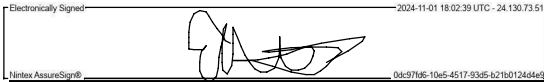
EXECUTION BY PARTIES AND COUNSEL:

The Parties and their counsel hereby execute this Agreement.

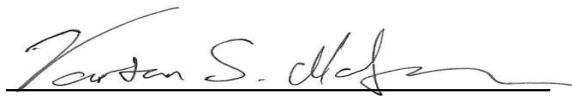
Dated: _____
Plaintiff Delmy Rivera

Dated: _____
Plaintiff Cassandra Olomua

Dated: _____
Plaintiff Fernando Aguilera

Dated: 11/01/2024

Plaintiff Elijah Miller

Dated: _____
Angelo Gencarelli
For Defendant Total Airport Services, LLC

Dated: 11/06/2024

Edwin Aiwanian
Lawyers for Justice, PC
Attorneys for Plaintiffs
Cassandra Olomua, Fernando Aguilera, and Elijah Miller

Complaint. However, if the Court reduces the amount of requested Class Representative Service Payments, Class Counsel Fees, Class Counsel Litigation Costs, and/or Administration Expenses, that ruling will not constitute a failure to grant approval of the Settlement.

13.18. This Settlement Is Fair, Reasonable, And Adequate. The Parties, Class Counsel, and Defense Counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Actions and have arrived at this Agreement after lengthy, extensive arms-length negotiations, taking into account all relevant factors, both current and potential.

EXECUTION BY PARTIES AND COUNSEL:

The Parties and their counsel hereby execute this Agreement.

Dated: _____
Plaintiff Delmy Rivera

Dated: _____
Plaintiff Cassandra Olomua

Dated: _____
Plaintiff Fernando Aguilera

Dated: _____
Plaintiff Elijah Miller

Dated: 10/31/2024

Angelo Gencarelli
For Defendant Total Airport Services, LLC

Dated: _____
Edwin Aiwarzian
Lawyers *for* Justice, PC
Attorneys for Plaintiffs
Cassandra Olomua, Fernando Aguilera, and Elijah Miller

Dated: Nov. 8. 2024



Kevin Mahoney
Mahoney Law Group, APC
Attorneys for Plaintiff Delmy Rivera

Dated: _____

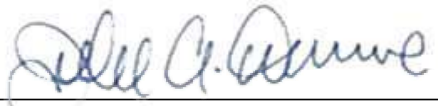


Julie A. Dunne
DLA Piper LLP (US)
Attorneys for Defendant Total Airport Services, LLC

Dated: _____

Kevin Mahoney
Mahoney Law Group, APC
Attorneys for Plaintiff Delmy Rivera

Dated: 11/07/2024



Julie A. Dunne
DLA Piper LLP (US)
Attorneys for Defendant Total Airport Services, LLC

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

Written Objections Must be Submitted by _____	behalf of the Class. You are not personally responsible for any 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 Aiwazian
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.

Exhibit B

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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 _____
2 2024, in Department 11 of the Superior Court of the State of California, County of Los Angeles,
3 before the Honorable David S. Cunningham III. Plaintiffs were represented by their counsel,
4 Lawyers *for* Justice, PC and Mahoney Law Group, APC ("Class Counsel"). Defendant Total Airport
5 Services, 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.

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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(*l*).

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.

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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) will
3 fairly and adequately advise Class Members of the terms of the proposed Settlement, of the
4 preliminary approval of the proposed Settlement, of their right to receive their share of the
5 Settlement, of the scope and effect of the Released Class Claims, of their rights and obligations
6 relating to opting out of or objecting to the Settlement, of the date of the Final Approval Hearing,
7 and of their right to appear at the Final Approval Hearing. Thus, the Court finds that the Class Notice
8 comports with all constitutional requirements, including those of due process. The Court further
9 finds that the distribution of the Class Notice as specifically described within the Agreement, with
10 measures taken for verification of addresses, as set forth therein, constitutes a fair and effective
11 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.

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

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21 IT IS SO ORDERED.

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23 Dated: _____

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

Exhibit C

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**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] FINAL APPROVAL ORDER
AND JUDGMENT**

Rivera Action Filed: September 16, 2019
Olomua Action Filed: October 15, 2019
Aguilera Action Filed: July 17, 2020

1 Plaintiffs Delmy Rivera, Cassandra Olomua, Elijah Miller, and Fernando Aguilera,
2 individually and on behalf of each of the Participating Class Members, and Plaintiffs Aguilera and
3 Miller on behalf of the State of California and the Affected Employees, have filed a motion for final
4 approval of the Parties' Class Action and Private Attorneys General Act Settlement Agreement
5 ("Agreement") in the above-referenced coordinated actions. Plaintiffs' motion for final approval
6 came on regularly for hearing on _____, 2024, in Department 11 of the Superior Court of
7 the State of California, County of Los Angeles, before the Honorable David S. Cunningham III.
8 Plaintiffs and the Participating Class Members were represented by their counsel, Lawyers *for*
9 Justice, PC and Mahoney Law Group, APC ("Class Counsel"). Defendant Total Airport Services,
10 LLC ("Defendant") was represented by its counsel, DLA Piper LLP (US).

11 The Court has: (1) reviewed and considered the terms and conditions of the proposed
12 Settlement; (2) reviewed and considered the results of the Class Notice mailed to Class Members in
13 accordance with the Court's Order Granting Preliminary Approval of Class Action and Private
14 Attorneys General Act Settlement and Notice Procedures entered on _____, 2024 (the
15 "Preliminary Approval Order"); (3) reviewed and considered the application for Class Counsel Fees,
16 Class Counsel Litigation Costs, and Class Representative Service Payments; (4) held a Final
17 Approval Hearing; (5) taken into account the presentations and other proceedings at the Final
18 Approval Hearing; and (6) considered the Settlement in the context of all prior proceedings had in
19 the Actions.

20 Based thereon, the Court enters the following **FINDINGS** and **CONCLUSIONS**:

21 A. Capitalized terms used in this Final Approval Order that are not otherwise defined
22 herein shall have the meaning assigned to them in the Agreement.

23 B. The Court has subject-matter jurisdiction over the Actions and all acts within the
24 Actions, and over all the Parties to the Actions, including Plaintiffs, Defendant, the State of
25 California, Participating Class Members, and Affected Employees.

26 C. Pursuant to the Preliminary Approval Order and according to the Declaration of
27 _____, the court-appointed Administrator, Phoenix Class Action Administration Solutions, mailed
28 by First Class U.S. Mail a Class Notice in the form attached as Exhibit A to the Agreement to all

1 Class Members. The Class Notice fairly and adequately advised Class Members of the terms of the
2 proposed Settlement, of the preliminary approval of the proposed Settlement, of their right to receive
3 their shares of the Settlement, of the scope and effect of the Released Class Claims, of their rights
4 and obligations relating to opting out of or objecting to the Settlement, of the date of the Final
5 Approval Hearing, and of their right to appear at the Final Approval Hearing. Class Members had
6 adequate time to consider this information and to use the procedures identified in the Class Notice.
7 The Court finds and determines that this notice procedure afforded adequate protections to Class
8 Members and provides the basis for the Court to make an informed decision regarding approval of
9 the Settlement based on the responses of Class Members. The Court finds and determines that the
10 Class Notice provided to Class Members was the best notice practicable, which satisfied the
11 requirements of law and due process.

12 D. The Court finds that Plaintiffs' notice of the proposed Settlement submitted to the
13 California Labor and Workforce Development Agency ("LWDA") was sufficient and valid pursuant
14 to former California Labor Code section 2699(*l*). The LWDA has not filed any document related to
15 the Actions with the Court.

16 E. The Settlement is in all respects fair, reasonable, adequate, and proper, and in the
17 best interests of the Participating Class Members. In reaching this conclusion, the Court considered
18 a number of factors, including: (1) the strength of Plaintiffs' claims; (2) the risk, expense,
19 complexity, and likely duration of further litigation; (3) the amount offered in settlement; (4) the
20 extent of discovery completed and the stage of the proceedings; (5) the experience and views of
21 Class Counsel and Defense Counsel; and (6) the reaction of the Class Members to the proposed
22 Settlement. The Court finds that the Settlement offers significant monetary recovery to all
23 Participating Class Members, and finds that such recovery is fair, reasonable, and adequate when
24 balanced against the risk of further litigation related to damages issues. The Court further finds that
25 counsel for the Parties engaged in sufficient investigation, research, and formal and informal
26 discovery such that Class Counsel and Defense Counsel were able to reasonably evaluate their
27 respective positions at the time of settlement. The Court finds that the Settlement will avoid
28 substantial additional costs by all Parties, as well as avoid the risks and delay inherent to further

1 prosecution of the Actions. The Court further finds that the Settlement has been reached as the result
2 of serious and non-collusive arms-length negotiations. The Court further finds that the relief
3 provided for under the Private Attorneys General Act (“PAGA”) is genuine, meaningful, and
4 consistent with PAGA’s underlying purpose of benefitting the public. Thus, the Court finally
5 approves the Settlement set forth in the Agreement and finds that the Settlement is, in all respects,
6 fair, reasonable, and adequate. Accordingly, the Court directs the Parties to effectuate the Settlement
7 according to its terms.

8 F. In the Preliminary Approval Order, the Court conditionally certified the Released
9 Class Claims on behalf of the Class Members for settlement purposes. In response to the Notice of
10 Settlement, ____ Class Members objected to the Settlement and ____ Class Members requested
11 exclusion from the Settlement. The Court deems the response to the Notice of Settlement to be an
12 endorsement of the fairness, adequacy, and reasonableness of the Settlement.

13 On the basis of the foregoing findings and conclusions, as well as the submissions and
14 proceedings referred to above, **NOW THEREFORE, IT IS HEREBY ORDERED, ADJUDGED,**
15 **and DECREED:**

16 1. Plaintiffs’ motion for final approval of the Settlement is **GRANTED**. The Settlement
17 is hereby approved as fair, reasonable, adequate, and in the best interests of the Participating Class
18 Members, and the requirements of due process have been satisfied. The Parties are ordered and
19 directed to effectuate the Settlement according to its terms.

20 2. The Court, having found that each of the elements of California Code of Civil
21 Procedure section 382 are satisfied, certifies the following Participating Class Members regarding
22 the Class Claims: all individuals employed by Defendant in hourly or non-exempt positions in
23 California during the Class Period, *i.e.*, from September 16, 2015, through and including December
24 31, 2022, who did not opt out of the Settlement.

25 3. Participating Class Members shall be subject to all of the provisions of the
26 Agreement, and this Final Approval Order and Judgment to be entered by the Clerk of the Court, as
27 set forth herein, including with respect to the Released Class Claims.

28 ////

1 4. For purposes of this Final Approval Order and this Settlement, the Court hereby
2 confirms the appointment of Phoenix Class Action Administration Solutions as the Administrator
3 to administer the Settlement as more specifically set forth in the Agreement, and further finally
4 approves Administration Expenses, as fair and reasonable, of \$_____.

5 5. For purposes of this Final Approval Order and this Settlement, the Court hereby
6 confirms the appointment of Plaintiffs as the Class Representatives for the Participating Class
7 Members. The Court finally approves the Class Representative Service Payments, as fair and
8 reasonable, to Plaintiffs in the amount of \$_____ each. The Court hereby orders the
9 Administrator to distribute the Class Representative Service Payments to Plaintiffs in accordance
10 with this Final Approval Order and the provisions of the Settlement.

11 6. For purposes of this Final Approval Order and this Settlement, the Court hereby
12 appoints Lawyers *for* Justice, PC and Mahoney Law Group, APC, to represent the Participating
13 Class Members. The Court finally approves the payment of Class Counsel Fees in the amount of
14 \$_____ to Class Counsel as fair and reasonable. The Class Counsel Fees shall be
15 allocated among Class Counsel as follows: \$_____ to Lawyers *for* Justice, PC and \$_____
16 to Mahoney Law Group, APC. The Class Counsel Fees shall fully satisfy all legal fees for all
17 attorneys representing Plaintiffs in the Actions. No other attorneys or law firms shall be entitled to
18 any award of attorneys' fees from Defendant or any of the Released Parties in any way connected
19 with the Actions. The Court hereby orders the Administrator to distribute the Class Counsel Fees to
20 Class Counsel, in accordance with the provisions of this Final Approval Order and the Agreement.

21 7. For purposes of this Final Approval Order and this Settlement, the Court finally
22 approves the payment of Litigation Costs in the amount of \$_____ to Class Counsel as
23 fair and reasonable. The Litigation Costs shall be allocated among class counsel as follows:
24 \$_____ to Lawyers *for* Justice, PC and \$_____ to Mahoney Law Group, APC. The Class
25 Counsel Litigation Costs shall fully satisfy all litigation costs incurred by the attorneys representing
26 Plaintiffs in the Actions. No other attorneys or law firms shall be entitled to any award of costs from
27 Defendant in any way connected with the Actions. The Court hereby orders the Administrator to
28 distribute the Litigation Costs to Class Counsel, in accordance with the provisions of this Final

1 Approval Order and the Agreement.

2 8. For purposes of this Final Approval Order and this Settlement, the Court hereby
3 approves the PAGA Settlement Amount in the amount of \$ _____ as fair and reasonable.
4 Pursuant to the terms of the Agreement, seventy-five percent (75%) of the PAGA Settlement
5 Amount (*i.e.*, \$ _____) shall be distributed to the LWDA, and twenty-five percent (25%)
6 of the PAGA Settlement Amount (*i.e.*, \$ _____) shall be distributed to the PAGA
7 Employees. Payment of the PAGA Settlement Amount shall resolve all claims for civil penalties
8 under PAGA for the Released PAGA Claims. The Court hereby orders the Administrator to
9 distribute the LWDA PAGA Payment to the LWDA and to distribute the Individual PAGA
10 Payments to the PAGA Employees in accordance with the provisions of this Final Approval Order
11 and the Agreement.

12 9. For purposes of this Final Approval Order and this Settlement, the Court hereby
13 approves the Individual Class Payments in the aggregate amount of \$ _____ as fair, reasonable,
14 and adequate. The Court hereby orders the Administrator to distribute the Individual Class Payments
15 to Participating Class Members in accordance with the provisions of this Final Approval Order and
16 the Agreement.

17 10. Any checks issued to Participating Class Members or Affected Employees shall
18 remain valid and negotiable for one hundred and eighty (180) calendar days from the date of their
19 issuance and then shall become void on the 181st day after mailing, *i.e.*, the Void Date. Any re-
20 mailed or re-issued check shall remain valid and negotiable for one hundred and eighty (180)
21 calendar days from the date the original check was mailed. Any unclaimed funds resulting from
22 Participating Class Members' failure to cash Individual Class Payment checks and/or Individual
23 PAGA Payment checks prior to the Void Date shall be transmitted by the Administrator to the Cy
24 Pres Recipient, Legal Aid Foundation of Los Angeles, by the deadline the Court will set following
25 distribution of the other settlement funds pursuant to California Code of Civil Procedure section
26 384. The Court approves the Cy Pres Recipient as an appropriate recipient of these funds. Any
27 refunded employee-side payroll taxes corresponding to the Wage Portion of any uncashed
28 Individual Class Payment checks shall be transmitted by the Administrator to the Cy Pres Recipient

1 within fourteen (14) calendar days of the Administrator's receipt of the refunded employee-side
2 payroll taxes. Any refunded employer-side payroll taxes corresponding to the Wage Portion of any
3 uncashed Individual Class Payment checks shall be returned to Defendant within fourteen (14)
4 calendar days of the Administrator's receipt of the refunded employer-side payroll taxes.

5 11. As of the Effective Date, Plaintiffs shall be deemed to have provided a Complete and
6 General Release to the Released Parties.

7 12. As of the Effective Date, Plaintiffs Aguilera and Miller – individually and on behalf
8 of the State of California and Affected Employees – shall be deemed to have fully and irrevocably
9 released the Released Parties from the Released PAGA Claims, as defined in the Agreement, which
10 are any and all claims, rights, demands, and liabilities of every nature and description, whether
11 known or unknown, for civil penalties that were asserted or that could have been asserted based on
12 the facts alleged in the Actions that arose during the PAGA Period, including, but not limited to,
13 claims for civil penalties for alleged violations of California Labor Code sections 201-204, 206, 210,
14 212, 226, 226.3, 226.7, 227.3, 246, 510, 512, 558, 1174, 1174.5, 1182.12, 1194, 1197, 1197.1, 1198,
15 2800, and 2802, violations of California Code of Regulations, Title 8, Section 11040, Subdivision
16 5(A)-(B), California Code of Regulations, Title 8, Section 11070(14), and violations of the
17 applicable IWC Wage Order(s), attorneys' fees and costs incurred to prosecute the PAGA claims in
18 the Actions on behalf of Affected Employees, and by incorporation any and all of the alleged
19 conduct included in the defined Released Class Claims. The Released PAGA Claims do not include
20 other PAGA claims, underlying wage and hour claims, claims for wrongful termination,
21 discrimination, unemployment insurance, disability and worker's compensation, and claims outside
22 of the PAGA Period. Plaintiffs Aguilera and Miller, the State of California, and Affected Employees
23 will release such Released PAGA Claims for the PAGA Period, *i.e.*, from May 12, 2019, through
24 December 31, 2022. Plaintiffs Aguilera and Miller, the State of California, and Affected Employees
25 may discover facts in addition to or different from those they now know or believe to be true with
26 respect to the subject matter of the Released PAGA Claims, but upon the Effective Date, they shall
27 be deemed to have – and by operation of this Final Approval Order and Judgment, they shall have
28 – fully, finally, and forever settled and released any and all of the Released PAGA Claims. Plaintiffs,

1 the State of California, and all Affected Employees are hereby forever barred and enjoined from
2 prosecuting the Released PAGA Claims against the Released Parties.

3 13. As of the Effective Date, Plaintiffs and each of the Participating Class Members shall
4 be deemed to have fully and irrevocably released the Released Parties from the Released Class
5 Claims, as defined in the Agreement, which are any and all claims, rights, demands, and liabilities
6 of every nature and description, whether known or unknown, suspected or unsuspected, arising
7 under federal, state, or local law, that were asserted or that could have been asserted based on the
8 facts alleged in the Actions that arose during the Class Period, including: (a) unlawful and unfair
9 competition in violation of California Business and Professions Code section 17200 *et seq.*; (b)
10 failure to pay minimum and overtime wages for all time worked in violation of California Labor
11 Code sections 510, 1194, 1197, 1197.1, and 1198, including but not limited to rounding of time
12 punches and off-the-clock time spent (i) traveling on shuttles from a parking lot to work locations;
13 and (ii) waiting to clock in; (c) failure to pay all wages due, including but not limited to overtime,
14 double-time, meal period premium, rest period premium, reporting time, vacation, and sick leave
15 wages, at the correct regular rate of pay; (d) failure to provide meal periods in violation of California
16 Labor Code sections 226.7 and 512 and the applicable Industrial Welfare Commission (“IWC”)
17 Wage Order; (e) failure to provide rest periods in violation of California Labor Code section 226.7
18 and the applicable IWC Wage Order; (f) failure to provide accurate itemized wage statements
19 (including through Aline cards) in violation of California Labor Code section 226; (g) failure to pay
20 all wages due upon termination of employment in violation of California Labor Code sections 201-
21 203 (including when payment of wages was made through Aline cards); (h) failure to pay employees
22 within 7 days of the close of the payroll period in violation of California Labor Code section 204
23 (including when payment of wages was made through Aline cards); (i) failure to maintain records
24 in violation of California Labor Code sections 1174 and 1174.5; (j) failure to reimburse employees
25 for business expenses, including but not limited to cell phone service and uniforms, in violation of
26 California Labor Code sections 2800 and 2802; (k) failure to pay reporting time pay as required by
27 the applicable IWC Wage Order; (l) attorneys’ fees and costs incurred to prosecute the Actions on
28 behalf of Class Members; and (m) any other derivative remedies, penalties, and interest available

1 under the law based on the facts alleged in the Actions. Except as expressly set forth in the
2 Agreement, Participating Class Members do not release any other claims, including claims for
3 vested benefits, wrongful termination, violation of the Fair Employment and Housing Act,
4 unemployment insurance, disability, social security, workers' compensation, or claims based on
5 facts occurring outside the Class Period. The release of Class claims will run from December 2,
6 2016, through and including December 31, 2022, except that the release of the California Labor
7 Code sections 2800 and 2802 claims alleged in the *Rivera* Action and the *Olomua* Action shall run
8 from September 16, 2015, through and including December 31, 2022. Plaintiffs and Participating
9 Class Members may discover facts in addition to or different from those they now know or believe
10 to be true with respect to the subject matter of the Released Class Claims, but upon the Effective
11 Date, they shall be deemed to have – and by operation of this Final Approval Order and Judgment,
12 they shall have – fully, finally, and forever settled and released any and all of the Released Class
13 Claims. Plaintiffs and all Participating Class Members are hereby forever barred and enjoined from
14 prosecuting the Released Class Claims against the Released Parties.

15 14. The terms of the Agreement, and this Final Approval Order and Judgment, are
16 binding on Plaintiffs, the State of California, Participating Class Members, and the Affected
17 Employees, and those terms shall have, to the fullest extent permitted by law, *res judicata* and other
18 preclusive effect in all pending and future claims, lawsuits, or other proceedings maintained by or
19 on behalf of Participating Class Members, the State of California, and Affected Employees, to the
20 extent those claims, lawsuits, or other proceedings fall within the scope of Released Class Claims
21 and/or Released PAGA Claims as set forth in the Agreement.

22 15. Neither this Final Approval Order and Judgment, the Agreement, nor any document
23 referred to herein, nor any action taken to carry out the Agreement is, may be construed as, or may
24 be used as an admission by or against Defendant or any of the other Released Parties of any fault,
25 wrongdoing, or liability whatsoever. Nor is this Final Approval Order and Judgment a finding of
26 the validity of any of the Released Class Claims or Released PAGA Claims or of any wrongdoing
27 by Defendant or any of the other Released Parties. The entering into or carrying out of the
28 Agreement, and any negotiations or proceedings related thereto, shall not in any event be construed

1 as, or deemed to be evidence of, an admission or concession with regard to the denials or defenses
2 by Defendant or any of the other Released Parties and shall not be offered in evidence against
3 Defendant or any of the Released Parties in any action or proceeding in any court, administrative
4 agency or other tribunal for any purpose whatsoever other than to enforce the provisions of this
5 Final Approval Order and Judgment, the Agreement, or any related agreement or release.
6 Notwithstanding these restrictions, any of the Released Parties may file in the above-captioned
7 coordinated actions or in any other proceeding this Final Approval Order and Judgment, the
8 Agreement, or any other papers and records on file in the Actions as evidence of the Settlement and
9 to support a defense of *res judicata*, collateral estoppel, release, waiver, or other theory of claim
10 preclusion, issue preclusion, or similar defense.

11 16. In the event that the Settlement does not become final and effective in accordance
12 with the terms of the Agreement, then this Final Approval Order and Judgment and all orders entered
13 in connection herewith, shall be rendered null and void and be vacated. Moreover, any funds
14 tendered by Defendant shall be returned and/or retained by Defendant consistent with the terms of
15 the Settlement.

16 17. Without in any way affecting the finality of this Final Approval Order and Judgment,
17 this Court hereby retains continuing jurisdiction as to all matters relating to the interpretation,
18 implementation, and enforcement of the terms of the Settlement pursuant to California Code of Civil
19 Procedure section 664.6.

20 18. Within ten (10) days of this Final Approval Order and Judgment, Plaintiffs shall
21 submit a copy of this Final Approval Order and Judgment to the LWDA.

22 19. Within ten (10) days of this Final Approval Order and Judgment, the Administrator
23 shall provide notice of this Final Approval Order and Judgment to Class Members by posting this
24 Final Approval Order and Judgment on the settlement website.

25 20. After administration of the Settlement has been completed in accordance with the
26 Agreement, including the expiration of the 180-day check cashing deadline, the Administrator shall
27 provide a report to be filed with this Court certifying compliance with the terms of the Settlement.

28 ////

1 21. The Administrator shall provide a declaration regarding the disbursement of
2 Settlement funds to be filed on or before _____. The terms of the Agreement, and this Final
3 Approval Order and Judgment are binding on the Parties.

4 22. A compliance hearing is set for _____ at _____.

5 23. This document shall constitute a final judgment pursuant to California Rule of Court
6 3.769(h), which provides, “If the court approves the settlement agreement after the final approval
7 hearing, the court must make and enter judgment. The judgment must include a provision for the
8 retention of the court’s jurisdiction over the parties to enforce the terms of the judgment. The court
9 may not enter an order dismissing the action at the same time as, or after the entry of judgment.”

10 **IT IS SO ORDERED.**

11
12 Dated: _____

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

Exhibit D

INFORMATION SECURITY AND SERVICES AGREEMENT

This Information Security and Services Agreement ("**Agreement**"), effective as of October 21, 2024 ("**Effective Date**") is entered into by Total Airport Services, LLC ("**Client**"), and Phoenix Class Action Administration Solutions, with a principal business address at 1411 N. Batavia St., Suite 105, Orange, CA 92867 ("**Settlement Administrator**") (together, the "**Parties**").

RECITALS

Client desires to have Settlement Administrator provide certain settlement administration services in accordance with the terms of the Plaintiffs' settlement agreement and the anticipated court order(s) approving the settlement in the litigation titled Total Airport Services Wage and Hour Cases, pending in the Superior Court of the State of California, County of Los Angeles, Case No. JCCP 5084 (the "**Action**"); and

Settlement Administrator desires to provide such Services to Client in exchange for payment of settlement administration costs not to exceed \$30,000, to be paid out of the Gross Settlement Amount for the settlement of the Action, and subject to the Court's approval in the Action.

NOW, THEREFORE, based upon the mutual promises and terms and conditions set forth below, the Parties agree that Settlement Administrator will render all settlement administration services in the Action pursuant to the following information security provisions:

DEFINITIONS

"**Affiliate**" means any entity that controls, is controlled by, or is under common control with a Party. For purposes of this definition, "control" shall mean at least fifty percent (50%) of the capital, assets, voting stock, profits, interests, or similar participation rights are owned or controlled, directly or indirectly, by an entity under this definition.

"**Claim(s)**" means any and all (1) claims, causes of action, demands, lawsuits, or proceedings, and (2) losses, damages, costs (including reasonable fees of attorneys and other professionals), or liabilities of any kind (including any fine, penalty, judgment or order issued by a governmental, regulatory, or judicial body).

"**Class Data**" is a subset of Confidential Information (defined below) and means information regarding Class Members that Client will compile in good faith from its records and provide to the Settlement Administrator. The Class Data shall be provided in a confidential Microsoft Excel spreadsheet and shall include each Class Member's: name, last-known mailing address, and social security number on file with Client; the number of workweeks worked in a non-exempt position for Client in California between September 16, 2015, and December 1, 2016; the number of workweeks worked in a non-exempt position for Client in California between December 2, 2016, and December 31, 2022; and the number of pay periods worked in a non-exempt position for Client in California between May 12, 2019, and December 31, 2022.

"**Class Members**" means all current and former hourly-paid or non-exempt employees of Client in California employed at any time during the period of September 16, 2015, through and including December 31, 2022, based on Client's records.

"**Client**" means Total Airport Services, LLC and/or its Affiliates as applicable.

"**Confidential Information**" means information, in any format, that Client designates as confidential or that reasonably should be understood to be confidential, proprietary, or a trade secret given the nature and circumstances of its disclosure. Confidential Information includes, but is not limited to, business plans, litigation or lawsuit related information, business processes, costs, pricing, profits, compensation, financial information, and the Class Data and Personal Information, as those terms are defined herein. Any material derived from the Confidential Information is confidential and remains the

INFORMATION SECURITY AND SERVICES AGREEMENT

property of Client. The Class Data and Personal Information are Confidential Information, regardless of whether either is designated as confidential or reasonably understood to be confidential.

“Personal Information” is a subset of Confidential Information and means all data that identifies or can be used to identify, relates to, describes, or is capable of being directly or indirectly linked or associated with a particular natural person, household, or device used by a natural person, such as name, address, telephone number, email address, credit card, debit card, or financial account number, medical records, driver’s license, social security number, marital status, ethnicity, age, photograph, customer identification number, dates of employment, device identifier, IP address, location information, or information gathered from online data collection technologies (e.g., cookies, tags, or beacons).

“Personnel” means Settlement Administrator’s employees, agents, attorneys, or approved independent contractors, who are required to perform Services under this Agreement.

“Plaintiffs” means Delmy Rivera, Cassandra Olomua, Fernando Aguilera, and Elijah Miller.

“Services” means any task to be performed by Settlement Administrator in connection with administering the settlement of the Action pursuant to the Plaintiffs’ and Client’s settlement agreement and applicable court orders.

AGREEMENT

1. **CONFIDENTIALITY AND NONDISCLOSURE.**

1.1. *Confidentiality.*

The Parties agree any disclosure of Confidential Information under this Agreement will be governed by the following terms:

- a) Settlement Administrator shall:
 - (i) not disclose Confidential Information to any third party without Client’s prior written consent, except as expressly set forth in Section 1.1(c);
 - (ii) take security precautions meeting or exceeding industry standards of care for the protection of Confidential Information and in accordance with all applicable privacy and security laws and regulations; and
 - (iii) not use Confidential Information in any manner to Client’s detriment; and only use Confidential Information to the extent necessary to provide the Services to Client, i.e., information aggregated or derived from Confidential Information shall not be used for the benefit of any third party.
- b) Settlement Administrator acknowledges that it may receive material, non-public information required to be kept confidential under the Securities Exchange Act of 1934. Settlement Administrator acknowledges that failure to keep such information confidential or otherwise using such information for personal gain may result in insider trading liability on the part of Settlement Administrator and any employees involved in the unlawful disclosure or use of such information.
- c) Settlement Administrator may disclose Confidential Information only:
 - (i) To Personnel on a need to know basis and only in relation to performing the Settlement Administrator’s duties under this or a future agreement between the Parties to this Agreement. Such Personnel are subject to the confidentiality duties and obligations contained in this Agreement.

INFORMATION SECURITY AND SERVICES AGREEMENT

- (ii) If Settlement Administrator is required to disclose Confidential Information by law or court order, Settlement Administrator must give Client prior written notice (to the extent legally permitted) and reasonable assistance to allow Client the opportunity to seek a protective order. In the event that a protective order or other remedy is not obtained, or that Client waives compliance with these provisions, the Settlement Administrator agrees to furnish only that portion of the Confidential Information which the Settlement Administrator is legally required to furnish and will exercise its best efforts to obtain assurances that any Confidential Information disclosed will be treated as confidential.
 - (iii) No other individuals or third parties should be provided with access to Confidential Information without Client's prior written and signed consent that expressly references this Agreement. Settlement Administrator is responsible for its Personnel, including any acts and omissions that violate requirements in this Agreement. Settlement Administrator shall only use Confidential Information to the extent necessary to provide the Services to Client; Confidential Information (including information aggregated or derived from Confidential Information) shall not be used for the benefit of any third party.
- d) Settlement Administrator represents and warrants that its processing, storage, and transmission of Confidential Information does and will comply with all applicable federal and state privacy and data protection laws, all other applicable regulations and directives, and the terms of this Agreement. Settlement Administrator certifies that it understands its obligations under the California Consumer Privacy Act as a service provider to Client, and agrees that it will not: sell Confidential Information; retain, disclose, or use Confidential Information for any purpose other than providing the Services to Client as set forth in this Agreement and in accordance with the anticipated court order approving the settlement in the Action; or retain or use Confidential Information outside of this direct business relationship between Settlement Administrator and Client. At Client's request, Settlement Administrator will delete from its records any Confidential Information that was provided or collected by Client or on its behalf.

1.2 *No License; Warranty.*

- a) All Confidential Information is and shall remain the property of Client. Nothing in this Agreement is intended to grant any express or implied right to Settlement Administrator under any patents, copyrights, trademarks, or trade secret information except as otherwise provided in this Agreement.
- b) All Confidential Information shared between the Parties is provided "AS-IS" without warranty of any kind, and nothing in this Agreement shall be interpreted as a representation or warranty as to the accuracy, completeness, or validity of any such information.

1.3 *Publicity.*

Settlement Administrator shall not publicize its business relationship with Client without the prior written authorization of an officer of Client. Settlement Administrator agrees not to use any trade name, trademark, service mark or logo, or any other information that identifies Client in its sales, marketing, or publicity activities and/or materials. Media releases or publications of any kind, and interviews with representatives of any written publication, radio, or television station or network, or Internet site or outlet are included within the foregoing prohibition.

1.4 *Consumer Rights Requests.*

If a current and/or former Client employee contacts the Settlement Administrator with a request to provide a copy of or delete his or her Confidential Information ("**Consumer Rights Request**"), Settlement Administrator shall take the following steps:

INFORMATION SECURITY AND SERVICES AGREEMENT

- a) Settlement Administrator shall notify Client in writing within five (5) calendar days of the Consumer Rights Request by providing Client with a copy of the Consumer Rights Request by sending it by email to agencarelli@agi.aero, with copy to julie.dunne@us.dlapiper.com. Settlement Administrator shall also promptly provide Client with any subsequent communications relating to the Consumer Rights Request.
- b) The Settlement Administrator shall respond to the Consumer Rights Request in writing or electronically to state that the request will not be acted upon because Settlement Administrator is a service provider and that the Consumer Rights Request must be submitted directly to Client. Settlement Administrator shall not otherwise communicate with any current and/or former Client employee regarding his or her Consumer Rights Request unless directed by Client.
- c) If Client has an obligation under the Consumer Rights Request, promptly upon Client's request, Settlement Administrator shall cooperate with Client and provide a copy of or delete the current and/or former Client employees' Confidential Information as requested.

2. INFORMATION SECURITY.

2.1. *Safeguards.*

Settlement Administrator represents and warrants that it has, and will maintain for the term of this Agreement and for as long as it accesses, processes, stores, or transmits Confidential Information, a comprehensive information security program (the "**Security Program**") that complies with applicable law and industry best practices. The Security Program shall apply to all locations, systems, devices and equipment used by Settlement Administrator (or any vendors, subcontractors, or third parties retained by Settlement Administrator) to access, process, store, or transmit Confidential Information ("**Settlement Administrator Systems**"), and it shall include physical, administrative, and technical security controls that prevent unauthorized access to, disclosure of, loss of, or use of the Settlement Administrator Systems and the Confidential Information that those Settlement Administrator Systems process, store, or transmit ("**Safeguards**"). Settlement Administrator shall regularly test and monitor the effectiveness of its Safeguards. At a minimum, and without limiting Settlement Administrator's obligations in this Section 2.1, the Safeguards shall: (i) encrypt all Confidential Information in transmission and at rest; (ii) prevent the storage or transmission of Confidential Information on portable or mobile devices or media; (iii) use role-based access controls to restrict access to Confidential Information to Personnel, and promptly revoke access for any Personnel whose job duties change such that they no longer need access to Confidential Information; (iv) secure all Settlement Administrator Systems according to an industry standard; (v) physically or logically segregate Confidential Information from information of Settlement Administrator or its other customers so that Confidential Information is not commingled with other types of information; (vi) deploy and maintain malware protection to detect, remove, and protect against malicious software or activity on all Settlement Administrator Systems; (vii) configure Settlement Administrator Systems to maintain sufficient audit logging to enable forensic analysis, including logging of successful and failed security events, connectivity to services and sessions, and modification to user and configuration settings; (viii) establish and maintain a patch and vulnerability management process for Settlement Administrator Systems that timely deploys security patches and addresses vulnerabilities; (ix) address all of the Center for Internet Security Critical Security Controls as updated from time to time or an equivalent industry standard security control framework; (x) prevent Confidential Information from being used in any development, test, quality assurance, or other non-production environment; (xi) keep Confidential Information within the territory and subject to the laws of the United States of America (unless Client provides prior written and signed consent that expressly references this Agreement); (xii) include appropriate Personnel security precautions, such as background checks; and (xiii) keep any and all Client provided equipment in a secure location with appropriate physical security controls to restrict access to Personnel. Settlement Administrator shall also train all Personnel with access to Confidential Information on appropriate privacy and information security practices and procedures.

INFORMATION SECURITY AND SERVICES AGREEMENT

2.2. *Assessments.*

Settlement Administrator shall obtain an annual audit or assessment of the Safeguards which shall be conducted by an independent third party. Client shall be promptly notified of any material vulnerabilities that the audit or assessment identifies, and the results of this audit or assessment shall be shared with Client upon request. Settlement Administrator shall promptly correct all vulnerabilities that the audit or assessment identifies with respect to the Safeguards. Client shall also have the right, at its expense, to conduct (or have a third party conduct) an audit, assessment, examination, or review of Settlement Administrator's Safeguards and compliance with this Section 2 upon written request. Settlement Administrator shall fully cooperate with such request by providing access to knowledgeable personnel, Settlement Administrator Systems, documentation, and other reasonably requested information. Upon request from Client, Settlement Administrator shall promptly and accurately complete any privacy or information security questionnaires or interviews requested by Client regarding Settlement Administrator's practices with respect to Confidential Information and Settlement Administrator Systems.

2.3. *Security Breaches.*

In the event that any Settlement Administrator Systems or Confidential Information that the Settlement Administrator Systems or the Settlement Administrator processes, stores, or transmits are subject to any suspected or actual unauthorized access, use, or disclosure (a "**Security Breach**"), Settlement Administrator shall immediately notify Client by email to agencarelli@agi.aero, with copy to julie.dunne@us.dlapiper.com. In no event shall Settlement Administrator take more than twenty-four (24) hours to notify Client of a Security Breach. Settlement Administrator will, at its own expense, promptly investigate the cause and scope of the Security Breach, and preserve relevant evidence in a forensically sound manner (e.g., logs, files, records). Settlement Administrator will cooperate at its own expense in every reasonable way to help Client mitigate potential misuse or further unauthorized use or disclosure of Confidential Information involved in the Security Breach; such cooperation will include, without limitation, providing Client with access to Settlement Administrator Systems affected, facilitating interviews with Settlement Administrator Personnel with relevant knowledge, and making available all relevant evidence (e.g., logs, files, records). Settlement Administrator shall provide Client with a point of contact who shall be able to assist Client in responding to and mitigating the effects of the Security Breach twenty-four (24) hours a day, seven (7) days a week. If requested by Client, Settlement Administrator shall be responsible for providing notification to individuals whose Confidential Information was involved in the Security Breach, as well as to regulators, government authorities, consumer reporting agencies, and media; Settlement Administrator shall not provide any such notifications unless the contents of the communications are reviewed and approved by Client. Settlement Administrator shall be solely responsible for all costs and expenses associated with investigating, notifying, mitigating the effects of (including, without limitation, by providing credit monitoring to), and remediating any Security Breach.

2.4. *Return and Destruction.*

Upon termination of this Agreement or upon the 5th year from the Effective Date of this Agreement, Settlement Administrator shall, at Client's election, return or securely destroy all Confidential Information that has been provided to or obtained by Settlement Administrator in a manner that prevents any Confidential Information from being recovered. Before disposing of or relinquishing control of such hard drives or other equipment Settlement Administrator shall also erase all hard drives and other equipment used to process, store, or transmit Confidential Information in a manner that prevents recovery or restoration of such Confidential Information. Upon request of Client, Settlement Administrator shall certify in writing that it has met its obligations under this Section 2.4.

INFORMATION SECURITY AND SERVICES AGREEMENT

3. **PERSONNEL.**

3.1. *Background Investigation.*

Before assigning any Personnel to provide Services, Settlement Administrator will conduct, at its sole expense, a comprehensive consumer report to determine suitability for the assignment. Background investigation must be completed prior to the assignment date and include, but not be limited to: (i) a lawful consumer report; and (ii) local, county, and federal criminal records for the maximum number of years allowed by applicable local, state, and federal laws. The consumer report must be conducted by a third party consumer reporting agency that specializes in conducting individual background investigations for a fee. Unless prohibited by applicable law, if Settlement Administrator or its Personnel are provided with or have access to Confidential Information, Settlement Administrator shall ensure that individuals with convictions or civil judgments for violations including but not limited to computer crimes, hacking, blackmail, extortion, fraud, theft, or identity theft do not provide Services under this Agreement, and Settlement Administrator shall not permit any such individuals to access Confidential Information.

3.2. *Third Party Contractors.*

Settlement Administrator will not subcontract any of its material obligations under this Agreement without Client's prior written consent. When seeking consent, Settlement Administrator will specify the components of the Services affected, the identity and qualifications of the proposed subcontractor(s), and provide all other information reasonably requested by Client. If Settlement Administrator receives Client's consent to utilize subcontractors for any Services, Settlement Administrator will:

- a) be fully liable to Client for any Services provided by any subcontractor;
- b) remain obligated under this Agreement for providing Services;
- c) require all subcontractors to agree in writing to terms consistent with the terms of this Agreement applicable to the Services provided by such subcontractor(s); and
- d) require all subcontractors to agree in writing that Client is an intended third-party beneficiary of its agreement with Settlement Administrator.

4. **ADDITIONAL TERMS.**

4.1. *Term.*

This Agreement shall become effective upon the Effective Date and shall remain in full force and effect until terminated by Client in writing.

4.2. *Remedies.*

Settlement Administrator acknowledges and agrees that any violation of this Agreement will cause irreparable harm to Client and therefore acknowledges and agrees that Client may seek injunctive relief from a court of competent jurisdiction in addition to any other remedy available at law or equity.

INFORMATION SECURITY AND SERVICES AGREEMENT

4.3. *Attorney Fees.*

If Client brings an action against Settlement Administrator by reason of a breach or alleged violation, enforcement of any provision, or otherwise arising out of this Agreement, and is determined to be the prevailing party, Settlement Administrator is responsible for the payment of Client's costs of suit and reasonable attorneys' fees which shall be payable whether or not such action is prosecuted to judgment.

4.4 *Order of Precedence.*

In the event of a conflict between the terms of this Agreement and any other agreement between the Parties, the terms of this Agreement shall prevail.

4.5. *Waiver.*

No waiver by any Party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the Party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any rights, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

4.6. *Choice of Law.*

This Agreement shall be governed by, and interpreted, construed, and determined in accordance with the laws of the State of Washington without regard to its conflict of laws principles. The state and federal courts located in King County, Washington shall have exclusive jurisdiction to adjudicate any dispute.

4.7. *Entire Agreement.*

This Agreement contains the entire understanding of the Parties with respect to the matters covered, and no other previous agreement, statement, or promise made by either Party that is not contained in the terms of this Agreement shall be binding or valid, unless specifically incorporated by reference or attachment hereto. This Agreement may be amended only in writing and signed by both Parties to the Agreement.

4.8. *Modification.*

If Client determines that this Agreement, as applicable, must be modified as a result of a Security Breach, the Parties shall negotiate in good faith to make such modifications. If the Parties cannot agree on the terms of the modifications, Client shall be entitled to terminate the contract without penalty or cost other than payment to Settlement Administrator for services actually performed and costs actually incurred

4.9. *Severability.*

The Parties agree that each provision herein shall be treated as a separate and independent clause, and the unenforceability of any one clause shall in no way impair the enforceability of any of the other clauses. If one or more provisions contained in this Agreement shall for any reason be held to be unenforceable at law, such provision(s) shall be construed so as to be enforceable to the maximum extent compatible with the applicable law as it shall then appear.

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4.10. Indemnification.

Settlement Administrator will defend, indemnify, and hold harmless the Plaintiffs in the Action, Plaintiffs' attorneys, and Client and its officers, directors, employees, attorneys, agents, successors, and permitted assigns from and against any and all Claims arising out of or related to breach of any obligations under this Agreement by Settlement Administrator or Personnel, or any negligent act or omission or willful misconduct of Settlement Administrator or Personnel.

Settlement Administrator, at its own expense, will defend any Claim and has the right to control the defense of such Claim, provided that Client, at its own expense, may engage separate counsel to participate in the defense of any Claim and Settlement Administrator agrees to cooperate fully with such counsel. Settlement Administrator and its counsel agree to keep Client and its counsel informed regarding the status of any Claim and cooperate fully with requests for information. Notwithstanding any other provisions of this Agreement, Settlement Administrator will not enter into any Claim settlements which (a) adversely affect the rights of Client; or (b) impose liabilities or obligations on Client which will not be satisfied by Settlement Administrator's payment or performance upon entry of such settlement.

IN WITNESS WHEREOF, the Parties hereto acknowledge and agree to be bound by the terms and conditions herein as of the Effective Date.

PHOENIX CLASS ACTION ADMINISTRATION SOLUTIONS

By: Jodey Lawrence
Print Name: Jodey Lawrence
Title: Pres. Business Development
Date: 10-21-2024

TOTAL AIRPORT SERVICES, LLC

By: [Signature]
Print Name: Angelo A. Goncalves III
Title: CFO
Date: 10/21/24