Arlo Garcia Uriarte, SBN 231764
arlo@liberationlawgroup.com
Elizabeth L. Lyons, SBN 327742
elizabeth@liberationlawgroup.com
Gonzalo Quesada, SBN 338386
gonzalo@liberationlawgroup.com
LIBERATION LAW GROUP, P.C.
2760 Mission Street
San Francisco, CA 94110
Telephone: (415) 695-1000
Facsimile: (415) 695-1006

Attorneys for Plaintiff
CARLOS LOPEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

Carlos Lopez, individually and on behalf of others similarly situated,

Plaintiff,

v.

Bay Mountain Air, Inc.; and DOES 1 through 25, inclusive,

Defendants.

Case No. 21CV382011 (Lead Case)
Consolidated with Case No. 21CV386284

SUPPLEMENTAL DECLARATION OF ARLO GARCIA URIARTE IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA SETTLEMENT

Hearing Date: October 7, 2026
Hearing Time: 1:30 p.m.
Dept.: 19
Judge: Hon. Elizabeth C. Peterson
Complaint Filed: May 17, 2021

I, Arlo Garcia Uriarte, declare as follows:

1. I am an attorney licensed to practice law in all courts of the State of California. I am the founding and managing attorney of Liberation Law Group, P.C. ("LLG"), counsel of record for Plaintiff Carlos Lopez ("Plaintiff") in this action against Defendant Bay Mountain Air, Inc. ("Defendant" or "Bay Mountain"). I submit this supplemental declaration based on my personal knowledge and, where stated, on information obtained during my Firm's investigation, discovery, and review of the record in this matter. If called upon, I could testify competently to the matters stated herein.

2. I submit this supplemental declaration in response to the Court's September 4, 2026 order continuing the hearing on Plaintiff's motion for preliminary approval and directing supplemental submissions. This declaration addresses the risk-adjusted valuation of the claims, the evidence of Defendant's financial condition and its reconciliation with the separate individual settlement, the timing and valuation of the individual settlement, and the revised class notice.

RISK-ADJUSTED VALUATION OF THE CLAIMS

3. For purposes of mediation and settlement, I previously estimated approximately 19,615 workweeks and approximately 180 Class Members over the Class Period and performed a claim-by-claim damages analysis, resulting in a maximum-exposure model of $5,709,467.02, exclusive of PAGA. The risk-adjusted estimates set forth below reflect my professional assessment of the realistic trial value of each component after accounting for the litigation risks. They are informed by the certification record, the March 11, 2024 deposition testimony of Defendant's Person Most Knowledgeable, Todd Stone, the four corroborating employee declarations developed to date, my analysis of Defendant's electronic timekeeping and payroll data for 2021 through 2024, and my experience litigating comparable wage and hour class and representative actions.

4. The negative rounding component was modeled at $32,181.24 and is the most objectively supported part of the model because it was derived directly from Defendant's electronic timekeeping and payroll records rather than from an assumption. The negative effect was concentrated in the earlier portion of the electronic period, particularly 2021, after which

Defendant ceased the practice. Reflecting the legal risk that Defendant disputes the unlawfulness of its rounding practice and the transitional, limited scope of the practice, I apply a discount of approximately 25 percent and value this component at approximately $24,100.

5. The off-the-clock component for the handwritten timecard period was modeled at $781,243.62 based on an assumption of thirty minutes of uncompensated pre- and post-shift work per qualifying workday, extrapolated across the period. That assumption is not independently recorded in Defendant's timecards. Despite renewed outreach, I obtained only four corroborating employee declarations out of an estimated 180 Class Members; Mr. Stone testified that employees were supposed to record their actual times and that supervisors collected the cards for payroll; and Plaintiff testified at his deposition that he was paid for all time he worked. Reflecting that representative-proof risk and the absence of supporting records, I apply a discount of approximately 85 percent and value this component at approximately $117,200.

6. The rest period premium component was modeled at $3,560,058.16 using approximately 98,075 workdays and a 98.72 percent violation rate at an average hourly rate of $36.77. In my assessment, the evidence would not support a violation rate approaching 98.72 percent. Mr. Stone characterized the combined-break practice as voluntary, testifying that "a lot of the guys opt to skip their 10-minute break at 10:00 and add it to their lunch"; the existence of a mandatory, supervisor-directed practice rests on the limited corroborating declarations; and the Court recognized at certification that Defendant's records do not readily establish which employees experienced the alleged practice. In my professional judgment, the evidence would realistically support a rest period violation rate of approximately one-third, which reduces this component to approximately $1,190,000.

7. That reduced figure must be discounted again for legal risk under *Rodriguez v. E.M.E., Inc.* (2016) 246 Cal.App.4th 1027, which holds that combined rest periods are not categorically unlawful and permits an employer to depart from the preferred schedule where practical considerations make separate rest periods infeasible. Reflecting that defense and the risk that the practice cannot be shown to have been classwide and mandatory, I apply a further discount of approximately 65 percent and value the rest period claim at approximately $415,000.

8. The derivative wage statement penalties ($630,000 modeled) and waiting time penalties ($705,984 modeled) depend on the underlying wage violations and the additional statutory requirements applicable to those remedies. I apply a discount of approximately 85 percent to each and value them at approximately $94,500 and $105,900, respectively. In total, I value the class claims at approximately $756,000 on a risk-adjusted basis, such that the $325,000 Gross Settlement Amount represents approximately 43 percent of the realistic value of the class claims. Based on my investigation, the evidentiary record, and my experience, I believe the Settlement is fair, reasonable, and adequate for the Settlement Class.

EVIDENCE OF DEFENDANT'S FINANCIAL CONDITION

9. In response to the Court's direction to provide evidence of Defendant's financial condition, the following materials are submitted and, because they contain confidential corporate financial information, are lodged conditionally under seal: Defendant's federal corporate income tax returns for 2023, 2024, and 2025; Defendant's most recent reconciled balance sheet, for the period ending July 31, 2026; and Defendant's most recent reconciled profit-and-loss statement, for the period ending July 31, 2026. These materials are authenticated by Todd Stone, President of Bay Mountain Air, Inc., in his supplemental declaration.

10. As to insurance, indemnity, and the reconciliation of Defendant's financial representation with the separate individual settlement, Mr. Stone declares in his supplemental declaration that there was no insurance to cover the cost of the defense of this matter and no insurance to cover any settlement of Plaintiff's claims; that the figure he represented at the September 2025 mediation as the maximum Defendant could pay was a global figure of $375,000 to resolve both the class claims and Plaintiff's individual claims without significantly impairing the company's ability to maintain its business operations and meet its existing financial obligations at that time; and that he advised the mediator that if the cost to resolve the matter were any greater, one possible solution was to close the business. The $325,000 class Gross Settlement Amount and the $50,000 individual settlement together total that represented $375,000 global maximum.

11. In October 2025, after the failed mediation, our firm engaged in an asset and

financial condition investigation on Defendant's owner, Todd Stone and Bay Mountain. This was to substantiate the mediator's repetititon of Mr. Stone's assertion that he was not financially stable. The result was that he owned very little assets and actually was facing several credit related actions. Found many liens associated with Mr. Stone and Bay Mountain. Also found over 10 judgments related to either or both.

THE SEPARATE INDIVIDUAL SETTLEMENT

12. The parties separately resolved Plaintiff's individual termination claims, asserted in consolidated Case No. 21CV386284, for $50,000, consisting of $32,803.37 payable to Plaintiff and $17,196.63 in attorneys' fees and costs. The individual action asserted FEHA and related wrongful termination theories. The class and PAGA Settlement Agreement resolves only the class and PAGA claims and does not resolve or release Plaintiff's individual claims. Plaintiff seeks no class representative service award from the Gross Settlement Amount, and the individual settlement does not reduce the funds available to the Class or the LWDA. A copy of the fully executed individual settlement agreement is provided to the Court for confidential in camera review.

13. The negotiation for the individual claim was occurring before the mediation. Between 2024 and 2025, counsel for both parties discussed settlement of the individual claim several times. Settlement was separately discussed during mediation in September 2025. Aside from counsel for both parties negotiating the claim, a CCP 998 offer was served on Plaintiff on October 2025. Negotiations continued through to December 2025, when with the assistance of the mediator, the class and individual claims were settled.

14. The terms and amount of the class settlement were not reduced or influenced by the individual settlement. Plaintiff's value for his individual claims far exceeds $50,000. The FEHA component brought with it the possibility of filing a motion for attorney fees and cost if Plaintiff prevailed at trial. The terms of the class settlement was reduced or influenced by our confirmation of Mr. Stone's inability to pay, willingness to have judgments unpaid, including allowing liens to be filed against him and his company. Plaintiff was unable to work for over two years after his termination in September 2020. He was making about $4,000 per month. He did

have some intermittent work in between, but he also got depressed and fell in and out of inability to work due to his medical condition. It is not an exaggeration to state that his life was changed dramatically because of the alleged wrongful termination. His allegations for trial would have been because he was not accommodated because of COVID related symptoms, he was not able to work, and the termination caused him not only wage loss and related financial loss, but also severe emotional distress. My best estimate is that in trial it would not be unreasonable to seek at least $300,000 from a jury sympathetic to Plaintiff. Attorney fees and costs at that point would have exceeded $200,000.

15. The individual retainer agreement called for a 33.33% recovery of the attorney fees. That amounts to $16,665 and the costs allocated to the individual action is $531.63. A costs sheet is attached as Ex. 7, to Arlo Uriarte Declaration. It should be noted that Plaintiff first called our office because of his concern and desire to file a wrongful termination action. Plaintiff survived summary judgment for his causes of action of wrongful termination, failure to accommodate and failure to engage in interactive process. It is almost certain that the "lodestar" work for this individual matter far exceeds the fees earned. Counsel for Plaintiff will provide the hours worked as the Court directed as part of the Motion for Final Approval. Here is a list of work done in the individual cases only: Sept. through October 2020, intake investigation, appointments in the office. Retained. Communication with employer re employment records and analysis of records through the end of 2020. FEHA complaint filed and analysis of his medical records from Dec. 2020 to June 2021. FEHA complaint filed July 2021. Discovery, meet and confer, IDCs through August 2022. Jan. to April 2023, MSJ work. 2024 – 2025 Negotiations and Settlement.

THE REVISED CLASS NOTICE

16. In response to the Court's directed modifications, Plaintiff has revised the proposed Notice of Class Action Settlement to: (a) conform section 7 to section A. of the Agreement so that it releases neither meal period nor business expense reimbursement claims, and revise section 2 to state that those causes of action were resolved against Plaintiff on summary adjudication; (b) disclose the cy pres provision and the distribution of uncashed funds to La Raza Centro Legal

under Code of Civil Procedure section 384; (c) disclose the separate $50,000 individual settlement, including the $17,196.63 paid to Class Counsel, and state that it does not reduce the Gross Settlement Amount and that no service award is sought; and (d) add the remote appearance and Department 19 language specified in the Court's order.

17. The revised Notice of Class Action Settlement, in both redline and clean form, is submitted as exhibits to this declaration.

AUTHENTICATION OF EXHIBITS

18. Attached hereto and marked as **Exhibit 1** is a true and correct copy of the Supplemental Declaration of Todd Stone in support of Plaintiff's motion for preliminary approval.

19. Attached hereto and marked as **Exhibit 7** is a true and correct copy of our costs associated with this individual matter, 21CV386284.

20. Attached hereto and marked as **Exhibit 8** is a true and correct copy of the revised Notice of Class & Representative Action Settlement – Clean Copy.

21. Attached hereto and marked as **Exhibit 9** is a true and correct copy of the revised Notice of Class & Representative Action Settlement – Redline Copy

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on this 16th day of October 2026, at San Francisco, California.

Arlo Garcia Uriarte

Arlo Garcia Uriarte, SBN 231764
arlo@liberationlawgroup.com
Elizabeth L. Lyons, SBN 327742
elizabeth@liberationlawgroup.com
Gonzalo Quesada, SBN 338386
gonzalo@liberationlawgroup.com
LIBERATION LAW GROUP, P.C.
2760 Mission Street
San Francisco, CA 94110
Telephone: (415) 695-1000
Facsimile: (415) 695-1006

Attorneys for Plaintiff
CARLOS LOPEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

Carlos Lopez, individually and on behalf of others similarly situated,

Plaintiff,

v.

Bay Mountain Air, Inc.; and DOES 1 through 25, inclusive,

Defendants.

Case No. 21CV382011 (Lead Case)
Consolidated with Case No. 21CV386284

EXHIBIT 1 OF THE SUPPLEMENTAL DECLARATION OF ARLO GARCIA URIARTE IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT

Docusign Envelope ID: 7C629A66-10CE-88D9-82DD-8541D843E82C

David I. Kornbluh, Esq., SBN 162310
dkornbluh@venturahersey.com
Ventura Hersey & Muller, LLP
1506 Hamilton Avenue
San Jose, CA 95125-4539
Telephone 408-512-3022
Facsimile 408-512-3023

Attorneys for Defendant
Bay Mountain Air, Inc.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

CARLOS LOPEZ, an individual, on behalf of themselves and all others similarly situated, Plaintiffs, vs. BAY MOUNTAIN AIR Inc.; and DOES 1 through 25, inclusive Defendants.	Case No. 21CV382011 (Lead Case) *Assigned to Hon. Theodore C. Zayner, Dept. 19* **CLASS ACTION** DECLARATION OF TODD STONE TO BE FILED UNDER SEAL
Carlos Lopez, Plaintiff, vs. Bay Mountain Air, Inc.; and DOES 1 through 25, inclusive, Defendants.	Consolidated with Case No. 21CV386284 Date: October 7, 2026 Dept.: 8 Time: 1:30 p.m. Trial Date: None Set

I, Todd Stone, declare:

1. I am the President of Bay Mountain Air, Inc. and have personal knowledge of the facts set forth below.

//

//

Ventura Hersey & Muller, LLP
1506 Hamilton Avenue
San Jose, CA 95125-4539
Telephone 408-512-3022

Docusign Envelope ID: 7C629A66-10CE-88D9-82DD-8541D843E82C

2. Attached hereto as Exhibits are the corporate tax returns for Bay Mountain Air for 2023, 2024 and 2025 along with the most recent reconciled Profit and Loss Statement and Balance sheet for the period ending July 31, 2026.

3. The Gross Settlement Amount of $375,000 for the Individual claim and the Class Claims represented the maximum amount I believed Defendant could pay to resolve both cases without significantly impairing the ability to maintain our business operations and meet our existing financial obligations at the time of the mediation in September 2025. At the time, the construction industry was still recovering from the changes resulting from COVID and it was not clear how future projects would proceed.

4. I further believed that Plaintiffs claims lacked merit, as Plaintiff had testified at deposition that he was paid for all the time he worked and took all his rest breaks. I agreed to the settlement amount because of the high costs of litigation and the risks to the Company and believed that the company Gross Settlement amount of $375.000 was the maximum amount that would not significantly impact the on-going operations of the business.

5. There was no insurance to cover the cost of the defense of this matter and no insurance to cover any settlement of any of Plaintiff's claims. At mediation I advised the Mediator that if the cost to resolve this matter would be any greater, one solution that was possible was to close the business.

I declare under penalty of perjury under the laws of the state of California that the foregoing is true and correct. Executed on 9/22/2026, at Campbell, California.

DocuSigned by:
Todd Stone
95107BA4B7384DE...
Todd Stone

Ventura Hersey & Muller, LLP
1506 Hamilton Avenue
San Jose, CA 95125-4539
Telephone 408-512-3022

Arlo Garcia Uriarte, SBN 231764
arlo@liberationlawgroup.com
Elizabeth L. Lyons, SBN 327742
elizabeth@liberationlawgroup.com
Gonzalo Quesada, SBN 338386
gonzalo@liberationlawgroup.com
LIBERATION LAW GROUP, P.C.
2760 Mission Street
San Francisco, CA 94110
Telephone: (415) 695-1000
Facsimile: (415) 695-1006

Attorneys for Plaintiff
CARLOS LOPEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

Carlos Lopez, individually and on behalf of others similarly situated,

Plaintiff,

v.

Bay Mountain Air, Inc.; and DOES 1 through 25, inclusive,

Defendants.

Case No. 21CV382011 (Lead Case)
Consolidated with Case No. 21CV386284

EXHIBIT 7 OF THE SUPPLEMENTAL DECLARATION OF ARLO GARCIA URIARTE IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT

Liberation Law Group P.C.

Liberation Law Group P.C., 2760 Mission Street
San Francisco, CA 94110
Phone: 4156951000 | Fax:

INVOICE

Carlos Lopez
, CA
United States

Invoice Date: March 09, 2026
Invoice Number: 10097
Invoice Amount: $531.63

Matter: Lopez v. Bay Mountain Air, Inc. 21CV386284

Attorney's Fees

SUBTOTAL:		0.00	$0.00

Costs

10/30/2020	Onelegal proof of service	$18.24
10/30/2020	LAW CLERK: Scanned 226 Records	$3.95
6/10/2021	Medical Records Request to Stanford Health Center (with HIPAA)	$1.20
6/14/2021	Scanned 226	$5.40
6/14/2021	Printing/scanning	$6.33
7/23/2021	Service RTS UPS	$6.95
7/29/2021	Pleading, civil court sheet &summons- filing to court	$466.16
3/9/2026	Medical Records- Standfor medical center letters-scann	$2.40
3/9/2026	Req dismissal- aprox	$21.00
TOTAL:		$531.63

Arlo Garcia Uriarte, SBN 231764
arlo@liberationlawgroup.com
Elizabeth L. Lyons, SBN 327742
elizabeth@liberationlawgroup.com
Gonzalo Quesada, SBN 338386
gonzalo@liberationlawgroup.com
LIBERATION LAW GROUP, P.C.
2760 Mission Street
San Francisco, CA 94110
Telephone: (415) 695-1000
Facsimile: (415) 695-1006

Attorneys for Plaintiff
CARLOS LOPEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

Carlos Lopez, individually and on behalf of others similarly situated,

Plaintiff,

v.

Bay Mountain Air, Inc.; and DOES 1 through 25, inclusive,

Defendants.

Case No. 21CV382011 (Lead Case)
Consolidated with Case No. 21CV386284

EXHIBIT 8 OF THE SUPPLEMENTAL DECLARATION OF ARLO GARCIA URIARTE IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT

NOTICE OF PROPOSED CLASS AND REPRESENTATIVE ACTION SETTLEMENT

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF SANTA CLARA
Carlos Lopez v. Bay Mountain Air, Inc., Case No. 21CV382011

A court authorized this notice. This is not a solicitation from a lawyer. You are not being sued.

DID YOU WORK FOR BAY MOUNTAIN AIR, INC., IN CALIFORNIA, AS AN HOURLY OR NON-EXEMPT EMPLOYEE AT ANY POINT FROM MAY 17, 2017, THROUGH SEPTEMBER 30, 2025?

IF YES, YOU ARE LIKELY ENTITLED TO A SHARE OF THIS PROPOSED SETTLEMENT.

- A proposed class action settlement ("the Settlement") has been reached between Carlos Lopez ("Plaintiff") and Bay Mountain Air, Inc. ("Defendant") (collectively "the Parties").

- The Settlement resolves a class and representative action brought by Plaintiff in which he alleges that Defendant failed to: (1) pay all hours worked; (2) provide all required overtime compensation; (3) authorize and permit compliant rest periods; (4) provide accurate itemized wage statements; and (5) timely pay wages upon separation of employment. Plaintiff's representative action was brought under the California Private Attorneys General Act, Cal. Labor Code section 2698 et seq. Plaintiff also contends that these alleged violations resulted in unfair business practices under California Business and Professions Code section 17200 et seq.

- Defendant has denied, and continues to deny, the factual allegations and legal claims asserted by Plaintiff. Defendant does not admit to liability on any of the claims alleged in the lawsuit.

- After extensive negotiations, the Parties reached this proposed settlement in light of all known facts and circumstances, including the various risks and uncertainties associated with continued litigation.

- The Settlement calls for eligible employees to receive individual class settlement payments based on total workweeks worked during the time period of May 17, 2017, through September 30, 2025 (hereinafter the "Class Period").

- The Settlement also provides PAGA payments to eligible employees based on total pay periods worked between March 13, 2020, through September 30, 2025 (hereinafter the "PAGA Period").

- Your projected individual settlement payment is [insert projected settlement payment] based on [insert workweeks in Class Period]. Your projected PAGA payment is [insert projected PAGA Payment] based on [insert pay periods in PAGA Period]. If you feel the above projections are inaccurate, please follow the instructions shown in section 6 below to file a dispute with the Settlement Administrator.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	You are not required to do anything to receive your individual settlement payment or your PAGA payment (if eligible). Subject to the Court's Final Approval of the settlement, your settlement payment will be mailed to the same address where this Notice was sent—unless you timely provide a different address to the Settlement Administrator. In exchange for the payment, you will release the claims described in Section 7 below. Please notify the Settlement Administrator if your mailing address changes.
	You may exclude yourself or "opt out" of the class portion of this settlement by following the instructions in Section 10 below. The deadline to opt out is [insert 45-day deadline]. If

EXCLUDE YOURSELF	you submit a valid and timely Request for Exclusion, you will **not** receive a class settlement payment, and you will **not** be bound by the class release in Section 7. However, California law does not permit you to opt out of the portion of the Settlement that resolves claims under the Private Attorneys General Act (PAGA), and you will still receive a PAGA payment if you are eligible.
OBJECT	If you wish to object to the settlement, you should submit a written Notice of Objection along with any supporting documents to the Settlement Administrator. See Section 12 below for instructions. Your objection must be postmarked or e-mailed no later than [insert 45-day deadline]. Alternatively, you may appear at the final approval hearing and make an oral objection in person or remotely (see Section 15), even if you do not submit a written objection in advance.

- The above rights and options, and how to exercise them, are explained in more detail in this notice.
- The Court handling this case still has to decide whether to grant Final Approval of the settlement. Thus far, the Court has granted Preliminary Approval, indicating that the settlement is within the range of reasonableness. Settlement payments will only be issued if the Court grants Final Approval of the Settlement.
- Additional information regarding the Settlement is available through the Settlement Administrator, Class Counsel, or Defendant's counsel, whose contact information is provided in this notice. You may also access additional information by visiting this website: [insert URL for settlement website managed by settlement administrator].

IMPORTANT POINTS ABOUT THE SETTLEMENT

1. Why did I get this notice?

Defendant's records show that you worked for Bay Mountain Air, Inc. as an hourly or non-exempt employee in California at some point during the Class Period. This Notice Form explains Plaintiff's lawsuit, the Settlement, and your legal rights.

2. What is the lawsuit about?

The lawsuit is known as *Carlos Lopez v. Bay Mountain Air, Inc.* and is pending in the Superior Court of the State of California, County of Santa Clara. Plaintiff has sued Defendant based on the following alleged causes of action: (1) failure to pay all hours worked; (2) failure to pay overtime compensation; (3) meal period violations; (4) rest period violations; (5) failure to provide accurate itemized wage statements; (6) waiting time penalties; (7) failure to reimburse business expenses; (8) civil penalties under the Private Attorneys General Act (Labor Code §§ 2698, et seq.); and (9) unfair competition in violation of Business and Professions Code §§ 17200, et seq.

On December 8, 2022, the Court granted summary adjudication in Defendant's favor on the third cause of action (meal period violations) and the seventh cause of action (failure to reimburse business expenses). Those causes of action were resolved against Plaintiff. They are not being settled and are not released by the class Settlement. Defendant denies Plaintiff's allegations and contends it complied with applicable wage-and-hour requirements. However, after negotiations, the Parties have agreed to settle the matter. The Settlement has been proposed to the Court, and the Court has granted preliminary approval. Plaintiff will next move for final approval of the Settlement.

3. Why is this lawsuit a class action?

In a class action, one or more people called the "plaintiff" sues on behalf of other people whom the plaintiff alleges have similar claims. All of these people are part of a putative "class" and are referred to

as putative "class members." If the Court certifies the putative class, the Court resolves the issues for all class members, except for those who exclude themselves from the class. On November 25, 2024, the Court certified a class of hourly paid/non-exempt HVAC installers and technicians and five subclasses. On [insert date of order conditionally certifying Settlement Class], the Court issued an order conditionally certifying the broader Settlement Class described in Section 4 for purposes of settlement only.

4. Who is in the Settlement Class?

"Class Members" or "Settlement Class Members" means all current and former hourly or non-exempt employees of Defendant who worked in California at any time during the Class Period, May 17, 2017, through September 30, 2025.

5. Why is there a settlement?

After conducting substantial discovery—including reviewing time and pay records, policies, and putative class member declarations—both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any law was broken. Defendant denies all of Plaintiff's allegations and contends that it has at all times complied with applicable laws. Plaintiff and his lawyers believe that the Settlement represents a strong and fair recovery for the Settlement Class, and is in the best interest of all Settlement Class Members.

THE SETTLEMENT BENEFITS

6. What does the settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a "Gross Settlement Amount" of $325,000. From that amount, deductions will be made subject to Court approval for the following:

- Attorneys' Fees: Not to exceed 25% of the Gross Settlement Amount, or $81,250.
- Attorneys' Costs: Not to exceed $15,000 (projected actual costs are approximately $10,000).
- PAGA Allocation: $10,000, of which $7,500 (75%) will be paid to the California Labor and Workforce Development Agency (LWDA) and $2,500 (25%) will be distributed to employees who worked during the PAGA Period, regardless of whether they exclude themselves from the class settlement.
- Settlement Administration Costs: Not to exceed $7,250, payable to Phoenix Class Action Administration Solutions.

The remaining funds, known as the "Net Settlement Amount," will be distributed to eligible employees under the Settlement. Settlement Class Members who do not opt out will receive Individual Settlement Payments, and Aggrieved Employees will receive their respective shares of the employee portion of the PAGA Allocation.
Separate Settlement of Plaintiff's Individual Claims: Plaintiff's individual claims arising from the termination of his employment were brought in a related action (Case No. 21CV386284), which was consolidated with this case. The Parties separately settled those claims for $50,000: $32,803.37 to Plaintiff and $17,196.63 to Class Counsel for attorneys' fees and costs. Defendant pays this $50,000 separately from, and in addition to, the Gross Settlement Amount. It does not reduce the Gross Settlement Amount or any Class Member's payment. The $17,196.63 paid to Class Counsel is in addition to any attorneys' fees and costs the Court awards from the Gross Settlement Amount.
Plaintiff is not seeking a service award.

Individual Settlement Payment:

The Settlement Administrator will calculate the total number of workweeks worked by each Settlement Class Member during the Class Period, May 17, 2017, through September 30, 2025. Each Settlement Class Member's share of the Net Settlement Amount will be determined using the following formula:

- Estimated Individual Settlement Payment = (Individual Workweeks ÷ Total Class Workweeks) × Net Settlement Amount

For tax purposes, 20% of each Individual Settlement Payment will be reported as wages on an IRS Form W-2 and will be subject to standard payroll tax withholdings. The remaining 80% will be reported as non-wage penalties and interest on an IRS Form 1099. Defendant will pay the employer's share of payroll taxes separately, in addition to the Gross Settlement Amount. Recipients are responsible for correctly characterizing all settlement payments for tax purposes and should consult with a tax advisor regarding any questions about personal tax obligations.

Your estimated settlement payment is [Estimated Payment], which is based on your total individual workweeks: [Workweeks].

If you believe your workweek count or pay period count is incorrect, you must submit a written dispute to the Settlement Administrator no later than [insert 45-day deadline], via mail or e-mail:

[NAME OF SETTLEMENT ADMINISTRATOR]
[CONTACT INFO]

Your dispute must include: (a) your full name, signature, address, and telephone number; (b) the number of workweeks and/or pay periods you believe to be accurate; and (c) any supporting documentation. Defendant's records will be presumed accurate unless you provide evidence showing that they are incorrect. If you submit contrary evidence, the Settlement Administrator will notify Class Counsel and Defendant's counsel so the Parties can attempt to resolve the dispute. If the Parties cannot resolve the dispute, it will be referred to the Settlement Administrator and, if still unresolved, to the Court for final determination.

PAGA Settlement Payment

The $2,500 portion of the PAGA Allocation will be distributed to all Aggrieved Employees who worked during the PAGA Period, from March 13, 2020, through September 30, 2025, based on their respective pay periods worked during that period, regardless of whether they opt out of the class settlement. **California law does not allow individuals to opt out of or object to the PAGA portion of a settlement.** PAGA payments will be reported as non-wage penalties on IRS Form 1099. Recipients are responsible for any applicable taxes.

7. What am I giving up in exchange for the class action settlement benefits?

If you do not opt out of the Settlement, you will release Bay Mountain Air, Inc. and its current, former, and future parents, related companies, divisions, affiliates, owners, subsidiaries, predecessors, successors, and the other Released Parties identified in the Settlement Agreement from all claims arising out of the facts, circumstances, and primary rights at issue in the LWDA Letter and the Complaint, including claims that were asserted or could have been asserted based on those pleaded facts, for: (1) failure to pay all wages, including minimum wages; (2) failure to pay overtime compensation; (3) rest period violations; (4) wage statement violations; (5) waiting time penalties; (6) failure to keep required payroll and timekeeping records; and (7) unfair competition in violation of California Business and Professions Code section 17200 et seq. ("Released Claims"). The Released Claims do not include meal period claims or business expense reimbursement claims, which the Court resolved on summary adjudication (see Section 2). The release shall apply only to the Class Period, May 17, 2017, through September 30, 2025.

The PAGA release is on behalf of the State of California, acting through Plaintiff as its authorized representative, with respect to Aggrieved Employees. The release includes all claims for civil penalties under PAGA that were raised or reasonably could have been raised during the PAGA Period, including the claims identified in the LWDA Letter and the PAGA claims alleged in the Complaint. The PAGA release does not include PAGA claims based on violations that were finally adjudicated and dismissed by the Court on summary judgment or summary adjudication. The PAGA release applies only to the period from March 13, 2020, through September 30, 2025.

HOW TO GET A SETTLEMENT PAYMENT

8. How do I get a settlement payment?

You do not need to take any action to receive your payment. If you do not opt out, and the Court grants Final Approval of the settlement, and once the Effective Date occurs and the Settlement is funded, a check will be mailed to the address on file with the Settlement Administrator.

9. When will I get my check?

Checks will be mailed to Settlement Class Members eligible to receive benefits under the Settlement after the Effective Date and after the Settlement Administrator receives the Gross Settlement Amount from Defendant. Defendant will fund the Gross Settlement Amount within thirty (30) calendar days after the Effective Date, and the Settlement Administrator will issue Individual Settlement Payments within thirty (30) calendar days after receiving the Gross Settlement Amount.
Uncashed Checks: Under California Code of Civil Procedure section 384, the funds from any checks not cashed within 180 days will be paid to La Raza Centro Legal as the cy pres recipient. There will be no second distribution to Class Members.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I ask the Court to exclude me from the Settlement Class?

If you do not wish to participate in the Settlement, you must send a written Request for Exclusion to the Settlement Administrator to "opt out" of the Settlement. Your written Request for Exclusion may be mailed or e-mailed to the Settlement Administrator. It must include: (1) the case name and number; (2) your full name, signature, current mailing address, telephone number, and the last four digits of your Social Security number, if available; and (3) a clear written statement indicating that you wish to be excluded from the class Settlement.

Your Request for Exclusion must be postmarked, or if submitted by e-mail, sent no later than [insert date 45 days from mailing]. Any request that is late or incomplete may be deemed invalid. If there is a dispute about the validity or timeliness of your request, the Settlement Administrator will make the determination after consulting with Class Counsel and Defendant's counsel.

[NAME OF SETTLEMENT ADMINISTRATOR]
[CONTACT INFO]

11. If I exclude myself, can I get anything from the Settlement?

If you exclude yourself from the Settlement, you will not receive an individual settlement payment. However, you may still receive a PAGA payment. **Under California law, there is no statutory right to opt out of or object to a settlement of PAGA claims.** Therefore, your exclusion will apply only to the class action claims and will have no effect on your eligibility to receive a PAGA payment.

OBJECTING TO THE SETTLEMENT

12. How do I object to the Settlement?

You may object to the Settlement by submitting a written statement to the Settlement Administrator. Alternatively, you may appear at the final approval hearing and make an oral objection in person or remotely (see Section 15), even if you do not submit a written objection in advance. A written objection should, to the extent reasonably possible, include:

- The name of the case and case number: "*Carlos Lopez v. Bay Mountain Air, Inc.,* Case No. 21CV382011"
- Your full name and current mailing address
- The specific reason or reasons for your objection

Please note: you may not object and exclude yourself at the same time. If you submit a valid Request for Exclusion, your objection will not be considered.

Your written objection must be postmarked or e-mailed no later than [insert date 45 days from notice mailing] and sent to:

[NAME OF SETTLEMENT ADMINISTRATOR]
[CONTACT INFO]

13. What is the difference between objecting and asking to be excluded?

Objecting means telling the Court you disagree with some part of the Settlement but still wish to be part of it. If you object, you may still receive a payment if the Settlement is approved. Excluding yourself means removing yourself entirely from the class portion of the Settlement—you won't receive a class payment and you can't object. You cannot do both. However, even if you exclude yourself, you will still receive a PAGA payment if eligible.

IF YOU DO NOTHING

14. What happens if I do nothing at all?

If you do nothing, you will automatically receive any class settlement payment and PAGA payment for which you are eligible, and you will give up your right to sue Defendant for the claims resolved by the Settlement, subject to the Court's final approval.

THE COURT'S FINAL APPROVAL HEARING

15. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on [insert date and time] in Department 19 of the Superior Court of California, County of Santa Clara, located at 191 North First Street, San Jose, CA 95113. The date or time may change without further notice, so you should check the settlement website for updates.
Class members may appear at the final approval hearing in person or remotely using the link for Department 19, and should review the remote appearance instructions beforehand:
https://santaclara.courts.ca.gov/online-services/remote-hearings
Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing, if possible, so that potential technology or audibility issues can be avoided or minimized.

At the hearing, the Court will determine whether the settlement is fair, adequate, and reasonable. The Court will also consider any objections. You do not have to submit a written objection or give advance notice to object. The Court will consider any oral objections at the final approval hearing. The decision may be issued at or after the hearing.

If the Court grants Final Approval, the signed Final Judgment and related documents will be posted at: [insert settlement website] for at least 90 days.

16. Do I have to come to the hearing?

No. Class Counsel will appear on your behalf. You may attend in person or remotely (see Section 15) at your own expense, but it is not required. If you submitted a written objection, the Court will consider it. You may also hire your own attorney at your own expense, but you do not need one.

GETTING MORE INFORMATION

17. How do I get more information?

This Notice summarizes the terms of the settlement. For more detailed information, you may contact the

Settlement Administrator at [Phone Number] or visit the settlement website at [insert URL]. You may also access the public docket for this case, including all relevant filings and Court orders, by visiting the Santa Clara County Superior Court online case access portal and entering the case number 21CV382011.

All inquiries regarding this Notice or the Settlement should be directed to the Settlement Administrator. You may also contact Class Counsel or Counsel for Defendant:

Class Counsel

ARLO GARCIA URIARTE, ESQ.
arlo@liberationlawgroup.com
LIBERATION LAW GROUP, P.C.
2760 Mission Street
San Francisco, CA 94110
Tel: (415) 695-1000
Fax: (415) 695-1006

Counsel for Defendant

DAVID KORNBLUH, ESQ.
dkornbluh@venturahersey.com
VENTURA HERSEY & MULLER LLP
1506 Hamilton Ave.
San Jose, CA 95125
Tel: (408) 512-3022
Fax: (408) 512-3023

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH QUESTIONS.

Arlo Garcia Uriarte, SBN 231764
arlo@liberationlawgroup.com
Elizabeth L. Lyons, SBN 327742
elizabeth@liberationlawgroup.com
Gonzalo Quesada, SBN 338386
gonzalo@liberationlawgroup.com
LIBERATION LAW GROUP, P.C.
2760 Mission Street
San Francisco, CA 94110
Telephone: (415) 695-1000
Facsimile: (415) 695-1006

Attorneys for Plaintiff
CARLOS LOPEZ

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SANTA CLARA

Carlos Lopez, individually and on behalf of others similarly situated,

Plaintiff,

v.

Bay Mountain Air, Inc.; and DOES 1 through 25, inclusive,

Defendants.

Case No. 21CV382011 (Lead Case)
Consolidated with Case No. 21CV386284

EXHIBIT 9 **OF THE SUPPLEMENTAL DECLARATION OF ARLO GARCIA URIARTE IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT**

NOTICE OF PROPOSED CLASS AND REPRESENTATIVE ACTION SETTLEMENT

SUPERIOR COURT OF CALIFORNIA FOR THE COUNTY OF SANTA CLARA
Carlos Lopez v. Bay Mountain Air, Inc., Case No. 21CV382011

A court authorized this notice. This is not a solicitation from a lawyer. You are not being sued.

DID YOU WORK FOR BAY MOUNTAIN AIR, INC., IN CALIFORNIA, AS AN HOURLY OR NON-EXEMPT EMPLOYEE AT ANY POINT FROM MAY 17, 2017, THROUGH SEPTEMBER 30, 2025?

IF YES, YOU ARE LIKELY ENTITLED TO A SHARE OF THIS PROPOSED SETTLEMENT.

- A proposed class action settlement ("the Settlement") has been reached between Carlos Lopez ("Plaintiff") and Bay Mountain Air, Inc. ("Defendant") (collectively "the Parties").

- The Settlement resolves a class and representative action brought by Plaintiff in which he alleges that Defendant failed to: (1) pay all hours worked; (2) provide all required overtime compensation; (3) authorize and permit compliant rest periods; (4) provide accurate itemized wage statements; and (5) timely pay wages upon separation of employment. Plaintiff's representative action was brought under the California Private Attorneys General Act, Cal. Labor Code section 2698 et seq. Plaintiff also contends that these alleged violations resulted in unfair business practices under California Business and Professions Code section 17200 et seq.

- Defendant has denied, and continues to deny, the factual allegations and legal claims asserted by Plaintiff. Defendant does not admit to liability on any of the claims alleged in the lawsuit.

- After extensive negotiations, the Parties reached this proposed settlement in light of all known facts and circumstances, including the various risks and uncertainties associated with continued litigation.

- The Settlement calls for eligible employees to receive individual class settlement payments based on total workweeks worked during the time period of May 17, 2017, through September 30, 2025 (hereinafter the "Class Period").

- The Settlement also provides PAGA payments to eligible employees based on total pay periods worked between March 13, 2020, through September 30, 2025 (hereinafter the "PAGA Period").

- Your projected individual settlement payment is [insert projected settlement payment] based on [insert workweeks in Class Period]. Your projected PAGA payment is [insert projected PAGA Payment] based on [insert pay periods in PAGA Period]. If you feel the above projections are inaccurate, please follow the instructions shown in section 6 below to file a dispute with the Settlement Administrator.

OVERVIEW OF YOUR LEGAL RIGHTS AND OPTIONS UNDER THE SETTLEMENT	
DO NOTHING	You are not required to do anything to receive your individual settlement payment or your PAGA payment (if eligible). Subject to the Court's Final Approval of the settlement, your settlement payment will be mailed to the same address where this Notice was sent—unless you timely provide a different address to the Settlement Administrator. In exchange for the payment, you will release the claims described in Section 7 below. Please notify the Settlement Administrator if your mailing address changes.
	You may exclude yourself or "opt out" of the class portion of this settlement by following the instructions in Section 10 below. The deadline to opt out is [insert 45-day deadline]. If

EXCLUDE YOURSELF	you submit a valid and timely Request for Exclusion, you will **not** receive a class settlement payment, and you will **not** be bound by the class release in Section 7. However, California law does not permit you to opt out of the portion of the Settlement that resolves claims under the Private Attorneys General Act (PAGA), and you will still receive a PAGA payment if you are eligible.
OBJECT	If you wish to object to the settlement, you should submit a written Notice of Objection along with any supporting documents to the Settlement Administrator. See Section 12 below for instructions. Your objection must be postmarked or e-mailed no later than [insert 45-day deadline]. Alternatively, you may appear at the final approval hearing and make an oral objection in ~~person,~~person or remotely (see Section 15), even if you do not submit a written objection in advance.

- The above rights and options, and how to exercise them, are explained in more detail in this notice.
- The Court handling this case still has to decide whether to grant Final Approval of the settlement. Thus far, the Court has granted Preliminary Approval, indicating that the settlement is within the range of reasonableness. Settlement payments will only be issued if the Court grants Final Approval of the Settlement.
- Additional information regarding the Settlement is available through the Settlement Administrator, Class Counsel, or Defendant's counsel, whose contact information is provided in this notice. You may also access additional information by visiting this website: [insert URL for settlement website managed by settlement administrator].

IMPORTANT POINTS ABOUT THE SETTLEMENT

1. Why did I get this notice?

Defendant's records show that you worked for Bay Mountain Air, Inc. as an hourly or non-exempt employee in California at some point during the Class Period. This Notice Form explains Plaintiff's lawsuit, the Settlement, and your legal rights.

2. What is the lawsuit about?

The lawsuit is known as *Carlos Lopez v. Bay Mountain Air, Inc.* and is pending in the Superior Court of the State of California, County of Santa Clara. Plaintiff has sued Defendant based on the following alleged causes of action: (1) failure to pay all hours worked; (2) failure to pay overtime compensation; (3) meal period violations; (4) rest period violations; (5) failure to provide accurate itemized wage statements; (6) waiting time penalties; (7) failure to reimburse business expenses; (8) civil penalties under the Private Attorneys General Act (Labor Code §§ 2698, et seq.); and (9) unfair competition in violation of Business and Professions Code §§ 17200, et seq.

On December 8, 2022, the Court granted summary adjudication in Defendant's favor on the third cause of action (meal period violations) and the seventh cause of action (failure to reimburse business expenses). Those causes of action were resolved against Plaintiff. They are not being settled and are not released by the class Settlement. Defendant denies Plaintiff's allegations and contends it complied with applicable wage-and-hour requirements. However, after negotiations, the Parties have agreed to settle the matter. The Settlement has been proposed to the Court, and the Court has granted preliminary approval. Plaintiff will next move for final approval of the Settlement.

3. Why is this lawsuit a class action?

In a class action, one or more people called the "plaintiff" sues on behalf of other people whom the plaintiff alleges have similar claims. All of these people are part of a putative "class" and are referred to

as putative "class members." If the Court certifies the putative class, the Court resolves the issues for all class members, except for those who exclude themselves from the class. On ~~[insert~~November ~~grant~~25, 2024, the Court certified a class of ~~preliminary~~hourly ~~approval~~paid/non-exempt ~~date],~~HVAC installers and technicians and five subclasses. On [insert date of order conditionally certifying Settlement Class], the Court issued an order conditionally certifying the broader Settlement Class described in Section 4 for purposes of settlement only.

4. Who is in the Settlement Class?

"Class Members" or "Settlement Class Members" means all current and former hourly or non-exempt employees of Defendant who worked in California at any time during the Class Period, May 17, 2017, through September 30, 2025.

5. Why is there a settlement?

After conducting substantial discovery—including reviewing time and pay records, policies, and putative class member declarations—both sides agreed to the Settlement to avoid the cost and risk of further litigation. The Settlement does not mean that any law was broken. Defendant denies all of Plaintiff's allegations and contends that it has at all times complied with applicable laws. Plaintiff and his lawyers believe that the Settlement represents a strong and fair recovery for the Settlement Class, and is in the best interest of all Settlement Class Members.

THE SETTLEMENT BENEFITS

6. What does the settlement provide?

Under the terms of the Settlement, Defendant agrees to pay a "Gross Settlement Amount" of $325,000. From that amount, deductions will be made subject to Court approval for the following:

- Attorneys' Fees: Not to exceed 25% of the Gross Settlement Amount, or $81,250.
- Attorneys' Costs: Not to exceed $15,000 (projected actual costs are approximately $10,000).
- PAGA Allocation: $10,000, of which $7,500 (75%) will be paid to the California Labor and Workforce Development Agency (LWDA) and $2,500 (25%) will be distributed to employees who worked during the PAGA Period, regardless of whether they exclude themselves from the class settlement.
- Settlement Administration Costs: Not to exceed $7,250, payable to Phoenix Class Action Administration Solutions.

The remaining funds, known as the "Net Settlement Amount," will be distributed to eligible employees under the Settlement. Settlement Class Members who do not opt out will receive Individual Settlement Payments, and Aggrieved Employees will receive their respective shares of the employee portion of the PAGA Allocation.
Separate Settlement of Plaintiff's Individual Claims: Plaintiff's individual claims arising from the termination of his employment were brought in a related action (Case No. 21CV386284), which was consolidated with this case. The Parties separately settled those claims for $50,000: $32,803.37 to Plaintiff and $17,196.63 to Class Counsel for attorneys' fees and costs. Defendant pays this $50,000 separately from, and in addition to, the Gross Settlement Amount. It does not reduce the Gross Settlement Amount or any Class Member's payment. The $17,196.63 paid to Class Counsel is in addition to any attorneys' fees and costs the Court awards from the Gross Settlement Amount.
Plaintiff is not seeking a service award.

Individual Settlement Payment:

The Settlement Administrator will calculate the total number of workweeks worked by each Settlement Class Member during the Class Period, May 17, 2017, through September 30, 2025. Each Settlement Class Member's share of the Net Settlement Amount will be determined using the following formula:

- Estimated Individual Settlement Payment = (Individual Workweeks ÷ Total Class Workweeks) × Net

Settlement Amount

For tax purposes, 20% of each Individual Settlement Payment will be reported as wages on an IRS Form W-2 and will be subject to standard payroll tax withholdings. The remaining 80% will be reported as non-wage penalties and interest on an IRS Form 1099. Defendant will pay the employer's share of payroll taxes separately, in addition to the Gross Settlement Amount. Recipients are responsible for correctly characterizing all settlement payments for tax purposes and should consult with a tax advisor regarding any questions about personal tax obligations.

Your estimated settlement payment is [Estimated Payment], which is based on your total individual workweeks: [Workweeks].

If you believe your workweek count or pay period count is incorrect, you must submit a written dispute to the Settlement Administrator no later than [insert 45-day deadline], via mail or e-mail:

[NAME OF SETTLEMENT ADMINISTRATOR]
[CONTACT INFO]

Your dispute must include: (a) your full name, signature, address, and telephone number; (b) the number of workweeks and/or pay periods you believe to be accurate; and (c) any supporting documentation. Defendant's records will be presumed accurate unless you provide evidence showing that they are incorrect. If you submit contrary evidence, the Settlement Administrator will notify Class Counsel and Defendant's counsel so the Parties can attempt to resolve the dispute. If the Parties cannot resolve the dispute, it will be referred to the Settlement Administrator and, if still unresolved, to the Court for final determination.

PAGA Settlement Payment

The $2,500 portion of the PAGA Allocation will be distributed to all Aggrieved Employees who worked during the PAGA Period, from March 13, 2020, through September 30, 2025, based on their respective pay periods worked during that period, regardless of whether they opt out of the class settlement. **California law does not allow individuals to opt out of or object to the PAGA portion of a settlement.** PAGA payments will be reported as non-wage penalties on IRS Form 1099. Recipients are responsible for any applicable taxes.

7. What am I giving up in exchange for the class action settlement benefits?

If you do not opt out of the Settlement, you will release Bay Mountain Air, Inc. and its current, former, and future parents, related companies, divisions, affiliates, owners, subsidiaries, predecessors, successors, and the other Released Parties identified in the Settlement Agreement from all claims arising out of the facts, circumstances, and primary rights at issue in the LWDA Letter and the Complaint, including claims that were asserted or could have been asserted based on those pleaded facts, for: (1) failure to pay all wages, including minimum wages; (2) failure to pay overtime compensation; (3) ~~meal~~rest period violations; (4) ~~rest period violations; (5)~~ wage statement violations; ~~(6)~~(5) waiting time penalties; ~~(7) failure to reimburse business expenses; (8)~~(6) failure to keep required payroll and timekeeping records; and ~~(9)~~(7) unfair competition in violation of California Business and Professions Code section 17200 et seq. ("Released Claims"). The Released Claims do not include meal period claims or business expense reimbursement claims, which the Court resolved on summary adjudication (see Section 2). The release shall apply only to the Class Period, May 17, 2017, through September 30, 2025.

The PAGA release is on behalf of the State of California, acting through Plaintiff as its authorized representative, with respect to Aggrieved Employees. The release includes all claims for civil penalties under PAGA that were raised or reasonably could have been raised during the PAGA Period, including the claims identified in the LWDA Letter and the PAGA claims alleged in the Complaint. The PAGA release does not include PAGA claims based on violations that were finally adjudicated and dismissed by the Court on summary judgment or summary adjudication. The PAGA release applies only to the period from March 13, 2020, through September 30, 2025.

HOW TO GET A SETTLEMENT PAYMENT

8. How do I get a settlement payment?

You do not need to take any action to receive your payment. If you do not opt out, and the Court grants Final Approval of the settlement, and once the Effective Date occurs and the Settlement is funded, a check will be mailed to the address on file with the Settlement Administrator.

9. When will I get my check?

Checks will be mailed to Settlement Class Members eligible to receive benefits under the Settlement after the Effective Date and after the Settlement Administrator receives the Gross Settlement Amount from Defendant. Defendant will fund the Gross Settlement Amount within thirty (30) calendar days after the Effective Date, and the Settlement Administrator will issue Individual Settlement Payments within thirty (30) calendar days after receiving the Gross Settlement Amount.
Uncashed Checks: Under California Code of Civil Procedure section 384, the funds from any checks not cashed within 180 days will be paid to La Raza Centro Legal as the cy pres recipient. There will be no second distribution to Class Members.

EXCLUDING YOURSELF FROM THE SETTLEMENT

10. How do I ask the Court to exclude me from the Settlement Class?

If you do not wish to participate in the Settlement, you must send a written Request for Exclusion to the Settlement Administrator to "opt out" of the Settlement. Your written Request for Exclusion may be mailed or e-mailed to the Settlement Administrator. It must include: (1) the case name and number; (2) your full name, signature, current mailing address, telephone number, and the last four digits of your Social Security number, if available; and (3) a clear written statement indicating that you wish to be excluded from the class Settlement.

Your Request for Exclusion must be postmarked, or if submitted by e-mail, sent no later than [insert date 45 days from mailing]. Any request that is late or incomplete may be deemed invalid. If there is a dispute about the validity or timeliness of your request, the Settlement Administrator will make the determination after consulting with Class Counsel and Defendant's counsel.

[NAME OF SETTLEMENT ADMINISTRATOR]
[CONTACT INFO]

11. If I exclude myself, can I get anything from the Settlement?

If you exclude yourself from the Settlement, you will not receive an individual settlement payment. However, you may still receive a PAGA payment. **Under California law, there is no statutory right to opt out of or object to a settlement of PAGA claims.** Therefore, your exclusion will apply only to the class action claims and will have no effect on your eligibility to receive a PAGA payment.

OBJECTING TO THE SETTLEMENT

12. How do I object to the Settlement?

You may object to the Settlement by submitting a written statement to the Settlement Administrator. Alternatively, you may appear at the final approval hearing and make an oral objection in ~~person,~~person or remotely (see Section 15), even if you do not submit a written objection in advance. A written objection should, to the extent reasonably possible, include:

- The name of the case and case number: "*Carlos Lopez v. Bay Mountain Air, Inc.,* Case No. 21CV382011"
- Your full name and current mailing address

- The specific reason or reasons for your objection

Please note: you may not object and exclude yourself at the same time. If you submit a valid Request for Exclusion, your objection will not be considered.

Your written objection must be postmarked or e-mailed no later than [insert date 45 days from notice mailing] and sent to:

[NAME OF SETTLEMENT ADMINISTRATOR]
[CONTACT INFO]

13. What is the difference between objecting and asking to be excluded?

Objecting means telling the Court you disagree with some part of the Settlement but still wish to be part of it. If you object, you may still receive a payment if the Settlement is approved. Excluding yourself means removing yourself entirely from the class portion of the Settlement—you won't receive a class payment and you can't object. You cannot do both. However, even if you exclude yourself, you will still receive a PAGA payment if eligible.

IF YOU DO NOTHING

14. What happens if I do nothing at all?

If you do nothing, you will automatically receive any class settlement payment and PAGA payment for which you are eligible, and you will give up your right to sue Defendant for the claims resolved by the Settlement, subject to the Court's final approval.

THE COURT'S FINAL APPROVAL HEARING

15. When and where will the Court decide whether to approve the settlement?

The Court will hold a Final Approval Hearing on [insert date and time] in Department 19 of the Superior Court of California, County of Santa Clara, located at 191 North First Street, San Jose, CA 95113. The date or time may change without further notice, so you should check the settlement website for updates.
Class members may appear at the final approval hearing in person or remotely using the link for Department 19, and should review the remote appearance instructions beforehand: https://santaclara.courts.ca.gov/online-services/remote-hearings
Class members who wish to appear remotely are encouraged to contact class counsel at least three days before the hearing, if possible, so that potential technology or audibility issues can be avoided or minimized.

At the hearing, the Court will determine whether the settlement is fair, adequate, and reasonable. The Court will also consider any objections. You do not have to submit a written objection or give advance notice to object. The Court will consider any oral objections at the final approval hearing. The decision may be issued at or after the hearing.

If the Court grants Final Approval, the signed Final Judgment and related documents will be posted at: [insert settlement website] for at least 90 days.

16. Do I have to come to the hearing?

No. Class Counsel will appear on your behalf. You may attend in person or remotely (see Section 15) at your own expense, but it is not required. If you submitted a written objection, the Court will consider it. You may also hire your own attorney at your own expense, but you do not need one.

GETTING MORE INFORMATION

17. How do I get more information?

This Notice summarizes the terms of the settlement. For more detailed information, you may contact the Settlement Administrator at [Phone Number] or visit the settlement website at [insert URL]. You may also access the public docket for this case, including all relevant filings and Court orders, by visiting the Santa Clara County Superior Court online case access portal and entering the case number 21CV382011.

All inquiries regarding this Notice or the Settlement should be directed to the Settlement Administrator. You may also contact Class Counsel or Counsel for Defendant:

Class Counsel

ARLO GARCIA URIARTE, ESQ.
arlo@liberationlawgroup.com
LIBERATION LAW GROUP, P.C.
2760 Mission Street
San Francisco, CA 94110
Tel: (415) 695-1000
Fax: (415) 695-1006

Counsel for Defendant

DAVID KORNBLUH, ESQ.
dkornbluh@venturahersey.com
VENTURA HERSEY & MULLER LLP
1506 Hamilton Ave.
San Jose, CA 95125
Tel: (408) 512-3022
Fax: (408) 512-3023

PLEASE DO NOT CONTACT THE CLERK OF THE COURT OR THE JUDGE WITH QUESTIONS.