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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN MATEO**

DAMONT RICHARDSON, an individual, and
RAOOF ABDUL SAYAD, an individual, on
behalf of themselves and others similarly
situated,

PLAINTIFFS,

v.

PEGASUS AVIATION SERVICES, LLC; and
DOES 1 thru 50, inclusive,

DEFENDANTS.

CASE NO. 21-CIV-00292

[Case Assigned for All Purposes to Hon.
Danny Y. Chou in Dept. 22]

**DECLARATION OF KELSEY M.
SZAMET IN SUPPORT OF PLAINTIFFS'
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION
SETTLEMENT**

*[Filed concurrently with Motion for
Preliminary Approval of Settlement and
[Proposed] Order Thereon]*

Date: May 12, 2022

Time: 9:00 a.m.

Dept.: 22

Complaint Filed: January 21, 2021

FAC Filed: March 29, 2021

Trial Date: None Set

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I, Kelsey M. Szamet, state and declare as follows:

1. I am an attorney admitted before all courts of the State of California and a partner in the law firm of Kingsley & Kingsley, APC, counsel of record for Plaintiff in this action. I am completely familiar with the present litigation, including the pleadings, discovery, and filings submitted in this matter. I make this Declaration from my own personal knowledge, and, if called upon, I could and would competently testify to the following.

2. I graduated cum laude from the University of California, San Diego in 2004 with a degree in Human Development. I graduated from the University of California, Los Angeles School of Law in 2008. I am admitted to practice before the following Courts: United States Supreme Court; United States District Court, Northern, Eastern, Southern and Central of California; all California State Courts.

3. I make this Declaration in support of Plaintiff's Motion for Preliminary Approval of the Class Action Settlement in the above-captioned case.

RELEVANT PROCEDURAL HISTORY

4. Defendant is a company focused on providing aviation services both domestically and internationally.

5. Plaintiff Richardson worked as an aircraft maintenance technician for Defendant from approximately January 2017 to May 2020, where he was earning about \$32.00 per hour. Employees are paid on an hourly basis and also earn bonus pay.

6. On January 21, 2021, Plaintiff Richardson filed a Class Action Complaint alleging the following causes of action: 1) Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, 1199; 2) Failure to Provide Meal Breaks Pursuant to §§ 226.7 and 512; 3) Penalties Pursuant to Labor Code § 203; and 4) Violation of Business and Professions Code § 17200.

7. Defendant filed its answer to Plaintiff Richardson's complaint on March 5, 2021.

8. Also on January 21, 2021, Plaintiff Richardson electronically filed a Private Attorneys General Act (“PAGA”) Claim Notice, pursuant to Labor Code § 2699, *et seq.*, to the Labor and Workforce Development Agency (“LWDA”) regarding his intent to seek civil penalties

1 for the aforementioned Labor Code violations.

2 9. On March 29, 2021, Plaintiff Richardson filed his First Amended Class and
3 Representative Action Complaint (“FAC”), adding a fifth claim for penalties pursuant to Labor
4 Code § 2699, *et seq.* as a result of Defendant’s alleged violations indicated immediately above.
5 Defendant filed its answer to Plaintiff Richardson’s FAC on April 27, 2021.

6 10. On November 15, 2021, Richardson and Defendant engaged in a full-day mediation
7 before mediator David Rotman. Counsel for Richardson conferred with counsel for Sayad during
8 that mediation.

9 11. As a result of that mediation, Richardson and Defendant agreed to settle the claims
10 alleged in or arising out of Plaintiff Richardson’s FAC for the gross total of \$325,000.00. At that
11 time, counsel for Richardson and Defendant discussed the possibility of adding Sayad’s claims to
12 the settlement.

13 12. Defendant stipulated to and Richardson and Sayad together filed, a Second
14 Amended Complaint, adding Sayad as a named plaintiff and incorporating the class claims alleged
15 in the Sayad action on April 20, 2022.

16 13. Plaintiffs’ Second Amended Complaint (“SAC”) alleges the following claims: 1)
17 Failure to Pay Wages and/or Overtime Under Labor Code §§ 510, 1194, 1199; 2) Failure to Provide
18 Meal Breaks Pursuant to §§ 226.7 and 512; 3) Failure to Pay Sick Leave at the Correct Rate
19 Pursuant to Labor Code §§ 218, 233, 246; 4) Failure to Provide Rest Periods or Pay Premiums at
20 the Correct Rate Pursuant to Labor Code § 226.7; 5) Failure to Provide Accurate Itemized Wage
21 Statements Pursuant to Labor Code § 226(a); 6) Penalties Pursuant to Labor Code § 203; 7)
22 Violation of Business and Professions Code § 17200 and 8) Penalties Pursuant to Labor Code §
23 2699, *et seq.*

24 **THE DISCOVERY PROCESS**

25 14. Plaintiffs and Defendant (hereinafter “the Parties”) have engaged in extensive
26 negotiations and exchanged data, documents, and information.

27 15. Counsel for the Class, as defined herein, have conducted extensive investigation
28 into the facts of the class action and the class members’ claims, including informal disclosures

1 between the Parties and other investigations undertaken by counsel for Plaintiffs.

2 16. Based on Class Counsels' investigation and evaluation of this case, they have
3 concluded that settlement with Defendant for the consideration and on the terms set forth in this
4 Settlement Agreement is fair, reasonable, and adequate, and is in the best interest of the Class in
5 light of all known facts and circumstances, including the risk of significant delay, defenses asserted
6 by Defendant, and numerous potential appellate issues.

7 17. Defendant denies any liability or wrongdoing of any kind associated with the claims
8 alleged in the Action, disputes the damages and penalties claimed by Plaintiffs, and further
9 contends that, for any purpose other than settlement, Plaintiffs' claims are not appropriate for class
10 or representative action treatment. Defendant contends, among other things, that, at all times, it
11 has complied with the California Labor Code, and the Industrial Wage Commission Orders.

12 18. Based on their own independent investigation and evaluation, Class Counsel is of
13 the opinion that the Settlement Agreement with Defendant is fair, reasonable and adequate, and in
14 the best interest of the settlement classes in light of all known facts and circumstances, including
15 the risk of significant delay, defenses asserted by Defendant, uncertainties regarding a class and
16 representative action trial on the merits, and numerous potential appellate issues. Although
17 Defendant denies any liability, Defendant is agreeing to this Settlement Agreement solely to avoid
18 the cost of litigation. Accordingly, the Parties and their counsel desire to fully, finally, and forever
19 settle, compromise and discharge all disputes and claims arising from or relating to the Action on
20 the terms set forth here.

21 **CERTIFICATION FOR SETTLEMENT PURPOSES**

22 19. The Settlement Class Members are Defendant's employees and Defendant is
23 required to keep such employment records as a matter of law.

24 20. Defendant has agreed in the Settlement Agreement to provide a class list to the
25 Claims Administrator containing the names, last-known mailing addresses, social security
26 numbers, and the number of pay checks issued to each Settlement Class Member during the Class
27 Period for all putative class members after issuance of the preliminary approval order.

28 21. Plaintiffs are confident they will be able to establish that the proposed Settlement

1 Class is ascertainable and sufficiently numerous.

2 22. Plaintiffs argue that there are questions of law and fact common to the proposed
3 Settlement Class that predominate over any questions affecting only individual Class Members.

4 23. These common questions include:

5 1) Whether Defendant failed to pay all wages and/or overtime compensation;

6 2) Whether Defendant failed to provide lawfully required meal periods and/or
7 failed to compensate employees one (1) hour's wages at the correct rate in lieu
8 thereof;

9 3) Whether Defendant failed to provide lawfully required rest periods and/or failed
10 to compensate employees one (1) hour's wages at the correct rate in lieu thereof;

11 4) Whether Defendant failed to pay sick leave at the correct rate;

12 5) Whether Defendant failed to provide accurate itemized wage statements;

13 6) Whether Defendant failed to pay compensation due and owing upon
14 termination of employment;

15 7) Whether Defendant engaged in unfair competition; and,

16 8) Whether Defendant violated § 2699, et seq. of the Labor Code by engaging in
17 the acts previously alleged.

18 24. For purposes of settlement, Plaintiffs contend that the evidence reviewed by Class
19 Counsel demonstrates that common policies applied to the proposed Settlement Class Members
20 and certification for settlement purposes is appropriate.

21 25. Plaintiffs believe their claims are typical of those of the Settlement Class.

22 26. Plaintiffs believe that they are capable of fairly representing and adequately
23 protecting the interests of the proposed Settlement Class Members.

24 27. The members of the proposed Settlement Class all worked for Defendant during
25 the relevant time period and incurred the same type of alleged damages with regard to Defendant's
26 alleged violations of the law.

27 28. Plaintiffs have agreed to serve as Named Plaintiffs and have retained qualified
28 Counsel who is experienced in prosecuting wage and hour class actions.

29. This demonstrates their commitment to bringing about the best possible results for the benefit of the proposed Settlement Class.

30. Plaintiffs have provided their Counsel with all necessary and pertinent information.

31. They have actively participated in this and worked closely with Class Counsel to develop the theories of liability.

32. Plaintiffs were informed of and involved in all of the settlement negotiations.

33. Plaintiffs believe that they will continue to adequately represent the proposed Settlement Class Members.

34. The superiority of class treatment is evident here because individual pursuit of class members' claims may not be economically viable.

35. The only alternative to certification would be to require over 112 employees to join this action, file individual, uniform actions, or abandon their legal rights altogether.

36. Plaintiffs maintain that this economic reality would result in a windfall for Defendant if this case were not certified.

THE PROPOSED SETTLEMENT

37. The proposed settlement class is defined as: "all hourly, non-exempt employees of Defendant Pegasus Aviation Services, LLC who performed work for Defendant in California at any time during the Class Period." ("Class" or "Class Members")

38. The Class Period is the time period beginning on January 21, 2017 and ending on January 31, 2022.

39. As of December 7, 2021 and based on documents and other information produced by Defendant, it is estimated that there are approximately 112 Settlement Class Members.

40. There are approximately 4,143 pay periods at issue.

41. The Settlement provides for Defendant to pay a Settlement Amount of \$380,000.00, which includes the sum of the Settlement Payments, the Named Plaintiffs' Incentive Award, the Class Counsel Award, PAGA Payment, and the Administrative Costs.

42. The Net Settlement Amount is the gross Settlement Amount, less Class Counsel Award, Named Plaintiffs' Incentive Award, PAGA Payment, and Administrative Costs.

43. The estimated average gross Settlement Payment is \$1,744.04 per Class Member.
(\$195,333.34/112 = \$1,744.04.)

KULLAR ANALYSIS

44. This discovery permitted Class Counsel to fairly evaluate the strength of the case and the risks associated with ongoing litigation.

45. Class Counsel is experienced in handling wage and hour class actions and, after weighing all of the following factors, supports this Settlement Agreement.

46. Plaintiffs contend that they and all Class Members earned non-discretionary bonus pay, such as “Spot Award(s)” and other non-discretionary spiffs.

47. Plaintiffs contend that Defendant failed to include this bonus pay in the regular rate calculation for the purpose of determining the correct overtime rate.

48. Plaintiffs contend that Defendant underpaid Plaintiffs and the Class Members whenever they worked overtime and earned bonuses in the same pay period.

49. Plaintiffs argued that Defendant did not blend bonus pay into the regular rate of pay when calculating overtime, Defendant owes unpaid overtime wages to Plaintiffs and the Class Members.

50. Defendant denied these allegations.

51. Defendant contends that “Spot Award(s)” or “Spot Bonus(es)” are not any type of bonus or non-discretionary pay that must be blended as they are discretionary bonuses and/or are for non-working time, and therefore, they are properly excluded from the regular rate calculation under 29 U.S.C. § 207(e)(2).

52. Were Defendant to succeed on this argument, this claim would have little to no value so Plaintiffs perceived great risk associated with this claim.

53. Plaintiffs concede that expert review of the time records shows a limited number of paychecks with any type of bonus during the Class Period.

54. Expert analysis revealed that only 93 paychecks showed any type of bonus award and only a portion of those had overtime paid during the same pay period.

55. Because there was uncertainty associated with this claim, Plaintiffs ultimately

1 believed that a discount was appropriate.

2 56. Due to the hectic nature of the job, Plaintiffs alleged that they were frequently
3 unable to take a meal break at all and, when they were able, meal breaks were generally less than
4 30 minutes.

5 57. Plaintiffs contend, however, that Defendant auto-deducted 30 minutes for a daily
6 meal period regardless of whether Class Members were actually able to take a compliant meal
7 period at all.

8 58. Plaintiffs allege that Defendant violated California's meal period laws by not
9 paying Plaintiffs and other similarly situated Class Members one (1) hour of pay at the employees'
10 regular rate of compensation for each workday that the first meal period was not provided within
11 the first (5) hours of the shift.

12 59. Because premium payments must include the hourly value of any nondiscretionary
13 earnings (such as a nondiscretionary bonuses) and cannot simply be paid at an employee's base
14 hourly rate, Plaintiffs alleged that if meal period premiums were provided, Defendant had a
15 consistent policy of paying meal period premiums at the base rate and not the blended rate in
16 violation of Labor Code §§ 226.7 and 512.

17 60. Defendant vehemently denied this claim.

18 61. Defendant argued that Plaintiffs and all Class Members frequently had downtime
19 throughout each working day and Class Members were able to take all required meal periods.

20 62. Defendant argued that Class Members had the means to report missed, late, or short
21 meal periods, and those records indicate few (if any) reported problems during the Class Period.

22 63. Plaintiffs anticipated that Defendant would argue, that while *Donahue* does create
23 a presumption, it is significant that "[a]pplying the presumption does not mean that time records
24 showing missed, short, or delayed meal periods result in 'automatic liability' for employers." To
25 the contrary, Pegasus would argue that it "can rebut the presumption by presenting evidence that
26 employees were compensated for noncompliant meal periods or that they had in fact been provided
27 compliant meal periods during which they chose to work."

28 64. Defendant would argue that since it maintained a valid written policy to "provide"

1 a meal period per *Brinker*, that to determine liability on this claim would necessitate asking each
2 and every Class Member “whether they were provided a compliant meal period but chose to work”.

3 65. Defendant maintains Plaintiffs and the Class Members had to actually take meal
4 periods, Defendant also argued that if for some reason the workflow did not permit for a timely
5 meal period, then the records do show many meal period premiums were paid.

6 66. Because this solution was explicitly endorsed by the Court and not the type of
7 system Defendant used, Plaintiffs believe Pegasus will not be able to overcome that presumption
8 set forth in *Donohue* and that Plaintiffs will be able to use Defendant’s records to prove liability
9 for each and every non-compliant meal period.

10 67. Plaintiffs acknowledge that shifts showing a meal period premium was paid should
11 be excluded for damages purposes.

12 68. Plaintiffs were aware that this would be a hotly contested issue and had to
13 acknowledge that there was certainly some risk associated with this claim.

14 69. During the relevant time period, Plaintiffs contend that they and all other Class
15 Members were not provided with rest breaks as required by law and did not receive an additional
16 hour of premium pay at their regular rate of compensation for each missed rest break.

17 70. Plaintiffs contend that Defendant routinely failed to provide Plaintiffs and the Class
18 with rest breaks of not less than ten (10) minutes as required by the Labor Code during the relevant
19 time period.

20 71. Plaintiffs contend they were routinely unable to take a compliant first rest periods
21 and not able to take a second (or third) rest period.

22 72. Plaintiffs contend there is at least one rest period violation per person, per day
23 during the covered period.

24 73. As with meal periods, Defendant argued that it maintained a facially compliant
25 policy that “provided” all required rest periods, it never interfered with Plaintiffs’ or any Class
26 Members’ ability to take all compliant rest periods, and there was regularly downtime available to
27 take all necessary rest breaks.

28 74. Plaintiffs acknowledge that rest period claims can be difficult to prove on a

1 classwide basis due to the lack of records.

2 75. This is especially true when an employer maintains a facially compliant rest period
3 policy.

4 76. Defendant argued that this would devolve into a series of mini-trials where the trier
5 of fact would be entitled to hear from each class member as to whether they were in fact provided
6 the opportunity to take all required rest periods each day.

7 77. Defendant argued this would defeat class certification and make it nearly
8 impossible to prove this claim on a classwide basis.

9 78. Based on this risk, Plaintiffs believed it was appropriate to significantly discount
10 this claim.

11 79. During the relevant time period, Defendant failed to include commissions, non-
12 discretionary bonuses and/or other items of compensation when determining the “regular rate of
13 pay” for Plaintiffs and their other non-exempt employees for purposes of sick time pay.

14 80. During the relevant time period, Plaintiffs alleged that Defendant intentionally and
15 willfully failed to pay Plaintiffs and the other members of the Class their sick pay at the rate of pay
16 required by law.

17 81. Plaintiffs contend that they did not receive the full amount of paid sick time that
18 they were entitled to receive by law and were therefore denied the right to use sick leave within
19 the meaning of Labor Code sections 233(a) and (c).

20 82. Defendant argued that “Spot Bonus(es)” were compensation for non-working time
21 and therefore properly excluded from the regular rate, and as such, pay for sick time was
22 appropriately paid out.

23 83. Plaintiff believed it was appropriate to significantly discount this claim.

24 84. Plaintiffs alleged that Defendant failed to issue Plaintiffs and the Class Members
25 accurate itemized wage statements showing all applicable hourly rates in effect during the pay
26 period and the corresponding number of hours worked at each hourly rate by the employee based
27 on Defendant’s alleged failure to properly blend all non-discretionary compensation.

28 85. Defendant contends that this is a derivative argument, and Plaintiffs did not plead

1 a direct violation of section 226(a).

2 86. If Defendant were to succeed on the wage claim based on the arguments set forth
3 above, Defendant argued that Plaintiff's section 226(a) claim would also fail.

4 87. Defendant would apply *Maldonado* to argue that a potential mistake on a wage
5 statement (i.e. a potential failure to blend Spot Award cannot give rise to section 226(a) liability,
6 only completely missing information that is required to be shown such as total hours worked.)

7 88. Plaintiffs and numerous Class Members are no longer employed by Defendant.

8 89. Due to Defendant's alleged failure to properly blend all compensation into the
9 regular rate of pay, Plaintiffs argue that Defendant failed to pay all wages owed and due upon their
10 termination and/or resignation.

11 90. The viability of this claim is tied to the wage claim.

12 91. The aggrieved employees' PAGA claims are arguably derivative of all the
13 foregoing class claims.

14 92. Plaintiff acknowledges that a court has discretion to award less than the maximum
15 penalty.

16 93. The Settlement Class is compensated for these violations in the proposed Joint
17 Stipulation of Settlement, and thus any PAGA recovery for these same violations could arguably
18 be construed as duplicative.

19 94. Plaintiff contends that the Settlement's contemplated PAGA payment of \$20,000
20 is appropriate.

21 95. There is significant expense associated with the class certification process, which
22 the Parties can avoid by entering into the contemplated Settlement Agreement now.

23 96. If the Court did eventually certify a class, trial of a case involving approximately
24 112 Settlement Class Members would require the retention of expensive expert witnesses, the
25 accrual of extensive litigation costs, and a significant time overlay by the parties.

26 97. Given the complexity and unsettled nature of the issues in this case it is likely that
27 any outcome at trial would have resulted in a lengthy and costly appeal. An appeal would result
28 in further delay for the Settlement Class Members who are waiting for a resolution in this matter.

1 98. This case has not been certified to be tried as a class action. While Plaintiffs believe
2 there is strong evidence to support certification of several possible subclasses, certification is
3 always hard fought and subject to judicial discretion. Moreover, in class actions, decertification
4 is always a possibility. In attempting to certify a class, the parties would need to conduct multiple
5 depositions, including of the Named Plaintiffs and of several person(s) most knowledgeable
6 regarding Defendant's policies. There is a risk for both sides as to what these depositions will
7 reveal and whether they will support class certification to the extent expected.

8 99. It was very difficult for the Parties to reach this Settlement of \$380,000.00.

9 100. This Settlement is the result of adversarial, non-collusive, and arms-length
10 negotiations. The Parties arrived at it after extensive investigation and discovery, careful
11 evaluation of the law, risks, and all information substantiating the amount of penalties reasonably
12 likely to be awarded to the class were the trier of fact to find Defendant liable, and the assistance
13 of an experienced mediator, David Rotman.

14 101. Plaintiffs worked with an expert to review Defendant's sample of time and pay records
15 and put together a comprehensive damage model.

16 102. Plaintiffs assessed the full value of the Minimum Wage/Overtime claim, without
17 any discount, at approximately \$26,500.

18 103. This calculation was based on an average rate of pay of \$32.00/hour and was
19 determined based on bonus codes that appeared in Defendant's records.

20 104. Plaintiffs assumed for purposes of the damage model that all such bonuses
21 appearing in the records were non-discretionary bonuses that must be blended.

22 105. Were Defendant to successfully establish that some or all of these bonuses are
23 discretionary bonuses that do not need to be blended, the value of this claim could be zero.

24 106. Plaintiffs assessed the full value of the Meal Period claim, without any discount, at
25 approximately \$335,000.00.

26 107. This is based on the assumption that each Class Member suffered one meal period
27 violation per day, per week (5 premiums in total per week).

28 108. There were approximately 10,468 shifts worked in the pay data.

1 109. If a meal premium is due for every shift worked at the average rate of pay of
2 \$32.00/hr., the total amount due is \$335,000.

3 110. This assumes a meal period violation occurs each working shift.

4 111. If Plaintiff could not establish this or, perhaps, could only prove 2 meal period
5 violations per week, this number is reduced dramatically to \$134,000.

6 112. Plaintiffs assessed the full value of the Rest Period claim, without any discount, at
7 approximately \$335,000.00.

8 113. The analysis is the same as with the meal period claim.

9 114. It assumes that each Class Member suffered one rest period violation per day, per
10 week (5 premiums in total per week).

11 115. As there were approximately 10,468 shifts worked in the pay data, if a rest premium
12 is due for every shift worked at the average rate of pay of \$32.00/hr., the total amount due is
13 \$335,000.

14 116. Again, this assumes a rest period violation occurs each working shift.

15 117. If Plaintiff could only prove 2 rest period violations per week, this number is
16 reduced to \$134,000.

17 118. Plaintiffs valued the Wage Statement Claim, without discount, at \$130,000.

18 119. There were 1,356 pay periods in the one-year statutory period.

19 120. Labor Code §226(e)(1) uses \$50 for the initial pay period and \$100 thereafter and
20 puts a \$4,000 cap on wage statement penalties per employee.

21 121. Using the \$50 for the initial and \$100 for each subsequent wage statement issued
22 (pay period), the estimated exposure is \$130,000 for the 112 class members.

23 122. Due to the risk discussed above that 226(a) liability wouldn't attach under *Naranjo*
24 and *Maldonado*, Plaintiffs determined that a discount of this claim was fair for settlement purposes.

25 123. Plaintiffs valued the Waiting Time Claim, tied to the Wage/Overtime claim, at
26 \$606,720.

27 124. Considering the derivative nature of Labor Code § 203 here and the dispute over
28 whether class members were owed any wages as discussed above, Plaintiffs determined that

1 accepting a significant discount on this claim was appropriate.

2 125. Plaintiffs calculated the value of the PAGA claim at \$135,600 for Settlement Class
3 Members (using \$100 per pay period x 1,356 pay periods during the one statutory period).

4 126. The main risk taken into account with PAGA is the discretionary nature of the
5 penalty award.

6 127. A judge can award the statutory maximum of \$100 for the initial violation and \$200
7 thereafter or – in theory – one cent per wage statement.

8 128. While there is a dearth of available authority, in Plaintiffs' view, were they to
9 succeed on any of the underlying Labor Code violations, it is not likely that a Judge would also
10 award a large amount of penalties of top of any damages recovered.

11 129. Per Plaintiffs' assessment, the maximum potential value of all of Plaintiffs' and the
12 Settlement Class Members' claims was approximately \$1,568,820.

13 130. However, as a result of the forgoing risks on the merits, Class Counsel believes the
14 Gross Settlement Amount of \$380,000.00 is fair and reasonable.

15 **ATTORNEY COMPETENCE**

16 131. Kingsley & Kingsley is very experienced in prosecuting employment litigation.
17 Since the year 2000, we have focused our practice on complex wage, hour, and working condition
18 violations. My firm is very well-versed in class action litigation and has diligently and
19 aggressively pursued this action. Kingsley & Kingsley currently serves as class counsel for several
20 dozens of pending class action lawsuits in Northern, Central, Eastern, and Southern California in
21 both State and Federal Court. Below is a small, but representative sampling of wage and hour
22 cases handled by my firm:

23 a. *Goodman v. Crystal Ventures, Inc.* (No. BC245561, L.A. Super. Ct.) In January
24 2002, Hon. Anthony Mohr granted final approval of settlement in the gross amount
25 of \$255,000 and the court approved the attorneys' fee request of 33 1/3%.

26 b. *Johnston v. The Cheesecake Factory* (No. BC316180, L.A. Super. Ct.) In
27 December 2005, Honorable Rita Miller granted final approval of Settlement in the
28 gross amount of \$4,000,000 and the court granted attorneys' fees request of 30%.

- 1 c. *Tumino v. HOB Entertainment* (No. BC327962, L.A. Super. Ct.) In May 2006, the
2 Honorable Conrad R. Aragon granted final approval of Settlement in the gross
3 amount of \$1,000,000 and the court granted attorneys' fees request of 30%.
- 4 d. *Ryan v. Hilton Hotels Corporation*, (No. BC364260, L.A. Super. Ct.) In March
5 2008, the Honorable Mary Thornton House granted final approval of Settlement in
6 the gross amount of \$1,675,000.00 and the court granted attorneys' fees request of
7 33 1/3%.
- 8 e. *Gerritson v. Styles For Less, Inc.*, (No. BC402921, L.A. Super. Ct.) In September
9 2010, the Hon. Kenneth R. Freeman granted final approval of Settlement in the
10 gross amount of \$2,000,000.00, and the court granted attorneys' fees request of
11 33.3%.
- 12 f. *Lewis v. Collabrus, Inc., et al.*, (No. 109CV-142927, Santa Clara Super. Ct.) In
13 March 2012, the Honorable James P. Kleinberg granted final approval of
14 Settlement in the gross amount of \$2,000,000.00, and the court granted attorneys'
15 fees request of 33.3%.
- 16 g. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (No.
17 BC402739, L.A. Super. Ct.) In June 2013, the Honorable Lee Smally Edmund
18 granted final approval of Settlement in the gross amount of \$4,700,000.00, and the
19 court granted attorneys' fees request of 38%.
- 20 h. *Anderson v. Total Renal Care, Inc.*, (No. BC388335, L.A. Super. Ct.) In January
21 2014, the Honorable William F. Highberger granted final approval of Settlement in
22 the gross amount of \$1,500,000.00 and the court granted attorneys' fees request of
23 33.33%.
- 24 i. *Rojas, et al. v. Sunview Vineyards of California, Inc.*, Eastern District (1:09-cv-
25 00705 AWIJLT). This certified class action was approved for final settlement by
26 the Honorable Anthony W. Ishii in October 2015, in the gross amount of
27 \$4,550,000.00, with attorneys' fees approved in the amount of \$1,137,500.00.
- 28 j. *Westbrook v. International Surfacing Systems*, (No. RG10510015, Alameda Super.

1 Ct.) In August 2015, the Hon. Wynne Carvill granted final approval of Settlement
2 in the gross amount of \$995,000.00, and the court granted attorney's fees request
3 of 33.33%.

4 k. *Kane et al. v. Valley Slurry Seal*, (No. CV08-2483, Yolo Super. Ct.) In March 2016
5 after a class trial with a verdict in the class's favor, the Honorable Daniel P.
6 Maguire, awarded Kingsley & Kingsley and co-counsel \$996,232.72 in attorney's
7 fees.

8 l. *Aparacio v. Abercrombie & Fitch Stores, Inc.*, (No. BC499281, L.A. Super. Ct.) In
9 June 2016, the Hon. Kenneth Freeman granted final approval of Settlement in the
10 gross amount of \$2,000,000.00, and the court granted attorney's fees request of
11 33.33%.

12 m. *Isaguirre v. Guess?, Inc., Los Angeles Superior Court (BC357631)*. The matter was
13 proposed for final settlement by the Honorable Richard L. Fruin on February 19,
14 2016, in the gross amount of \$5,250,000.

15 n. *Hirschinger v. Blue Cross of California*, Los Angeles Superior Court (BC402739).
16 The matter was approved for final settlement by the Honorable Lee Smally Edmund
17 in June 2013, in the gross amount of \$4,700,000.00, with attorney's fees request of
18 38%.

19 o. *Munoz, et al. v. Giumarra Vineyards Corporation*, United States District Court for
20 the Eastern District of California (Case No.: 1:09-cv-00703 - AWI – JLT). The
21 matter was approved for final settlement by the Honorable Anthony W. Ishii in
22 November 2017, in the gross amount of \$6,100,000.00, plus interest, with
23 attorney's fees benchmark award of \$1,525,000.

24 p. *Pineda, et al. v. Grimmway Enterprises, Inc.*, Kern County Superior Court (BCV-
25 15-101333). The matter was approved for final settlement before the Hon. Stephen
26 D. Schuett, Dept. 10, in January 2018, in the gross amount of \$9,000,000 with
27 attorneys' fees request of 33.33%.

28 132. Kingsley & Kingsley, APC filed its first class certification motion in the year 2000

1 and since that time has been appointed class counsel on dozens of wage and hour class actions that
2 have been approved for class certification. Since 2012, Kingsley & Kingsley, APC has moved for
3 class certification in 15 matters and has successfully obtained class certification in 15 of those
4 cases. A brief sampling of which includes:

- 5 a. *Lewis v. Collabrus, Inc., Santa Clara County Superior Court (109CV-142927),*
6 *approved for Class Certification in 2011.*
- 7 b. *Melendrez v. JK Communications, No. BC497692, (L.A. Super. Ct., filed*
8 *December 19, 2012) (court granted contested class certification and appointed*
9 *Kingsley & Kingsley as class counsel).*
- 10 c. *Amaro, et al v. Gerawan Farming, Inc., No. 1:14-cv-00147-DAD-SAB (E.D. Cal.,*
11 *filed February 3, 2014) (court granted contested class certification and appointed*
12 *Kingsley & Kingsley as class counsel).*
- 13 d. *Suarez v. Mazatlan, Inc., No. 37-2015-00002978-CU-OE-CTL (S.D. Super. Ct.,*
14 *filed January 27, 2015) (court granted contested class certification and appointed*
15 *Kingsley & Kingsley as class counsel).*
- 16 e. *Ruiz v. Daniel C. Salas Harvesting, Inc., Kings County Superior Court (16 C 0214).*
17 *contested class certification granted in June 2020.*
- 18 f. *Weldon v. Geo Corrections & Detentions, LLC, Kern County Superior Court*
19 *(BCV-16-102833), contested class certification granted in 2018.*
- 20 g. *Patton v. Skyler Electric, Nevada County Superior Court, (CU17-082544),*
21 *contested class certification granted in June 2020.*
- 22 h. *Hameister v. Jaco Oil Company, Kern County Superior Court (BCV-17-102876),*
23 *contested class certification granted in August 2020.*

24 133. Class Counsel is experienced in the handling of wage and hour class actions and
25 supports this Settlement. Based on its analysis, Class Counsel believes that this settlement is fair
26 and reasonable and in the best interest of the Class.

27 134. After factoring in the risks explained above, Class Counsel believes that the
28 proposed settlement is fair and reasonable.

1 135. There is no governmental participant in this action except, arguably, the LWDA as
2 there is a PAGA claim at issue.

3 136. Since the proposed settlement is only at the preliminary approval stage, Notice has not
4 yet been disseminated to the Class.

5 137. Plaintiffs have every reason to believe the proposed Settlement will be well received
6 by the Class.

7 138. At the final approval state, Plaintiffs will provide detailed information regarding the
8 reaction of the Class to the proposed Settlement.

9 139. This allocation distributes Settlement Agreement funds proportionally to each class
10 member's potential damages and should therefore be approved as fair, adequate, and reasonable.

11 **SERVICE AWARD TO THE NAMED PLAINTIFF**

12 140. The Named Plaintiffs are entitled to an enhancement for their valiant effort and
13 time expended in this matter. The time spent by the Named Plaintiffs is significant and includes
14 providing information to Class Counsel regarding the nature of the work at Defendant PEGASUS
15 AVIATION SERVICES, LLC; compiling documents; working closely with their attorneys to
16 discuss the status of the, the theories of liability, and responding promptly to Class Counsel's
17 communications regarding settlement.

18 141. As set forth in the Settlement Agreement, Plaintiffs will also be entering into a
19 general release of liability pursuant to Civil Code Section 1542.

20 142. Class Counsel considers this to be a fair and reasonable enhancement. The
21 enhancement takes into consideration the time, effort, and expense incurred by Plaintiffs in coming
22 forward to litigate this matter on behalf of all Settlement Class Members. Plaintiffs will provide
23 detailed declarations with the Final Approval Motion detailing their participation and further
24 justification for the enhancement.

25 **SUBMISSION TO THE LABOR WORKFORCE DEVELOPMENT AGENCY**

26 143. Proof of submission of Plaintiff's Motion, all related documents, and copy of the
27 email from the LWDA confirming receipt is attached hereto as Exhibit "B."

28 ///

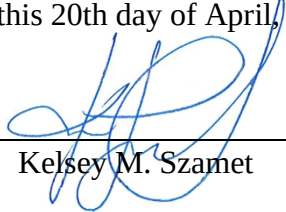
EXHIBITS

144. Attached hereto as Exhibit “A” is a true and correct copy of the fully executed Stipulation of Settlement and Release of Class and Representative Action (“Settlement Agreement”).

145. Attached hereto as Exhibit “B” is a true and correct copy of the proof of submission of Plaintiff’s Motion, all related documents, and copy of the email from the LWDA confirming receipt.

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

This Declaration was executed this 20th day of April, 2022, in Altadena, California.



Kelsey M. Szamet

EXHIBIT "A"

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SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN MATEO

DAMONT RICHARDSON, an
individual, on behalf of himself and
others similarly situated, ,

Plaintiff(s),

v.

PEGASUS AVIATION SERVICES,
LLC; and DOES 1 through 50,
inclusive,

Defendants.

CASE NO. 21-CIV-00292

CLASS ACTION

**STIPULATION OF SETTLEMENT
AND RELEASE OF CLASS AND
REPRESENTATIVE ACTION**

EXHIBIT 1: PROPOSED ORDER
GRANTING PRELIMINARY
APPROVAL

EXHIBIT 2: PROPOSED NOTICE

EXHIBIT 3: PROPOSED ORDER
GRANTING FINAL APPROVAL

EXHIBIT 4: PROPOSED JUDGMENT

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1 Plaintiffs Damont Richardson and Raoof Sayad, together and on behalf of all
2 members of the class defined herein (collectively “Plaintiffs”), and Defendant
3 Pegasus Aviation Services, LLC (“Defendant”), and subject to the terms and
4 conditions hereof and final approval by the Court, hereby enter into this Stipulation
5 of Settlement (“Settlement Agreement”). This Settlement Agreement is intended to
6 fully, finally, and forever compromise, release, resolve, discharge, and settle the
7 released claims subject to the terms and conditions set forth in this settlement. Upon
8 final approval of this Settlement Agreement by the Court, the instant action shall be
9 dismissed with prejudice.

10 **1. THE INSTANT ACTION**

11 **1.1 Background and Procedural History**

12 Plaintiff Damont Richardson (“Richardson”) commenced this lawsuit (the
13 “Lawsuit” or “Action”) by filing, on January 21, 2021, a complaint against Pegasus
14 Aviation Services, LLC in this action. On January 21, 2021, Richardson sent notice
15 to the Labor and Workforce Development Agency (“LWDA”) of his intent to pursue
16 a representative PAGA action on behalf of himself and the State of California as well
17 as on behalf of other allegedly aggrieved employees. The LWDA did not provide a
18 response within 60 days or at all.

19 On March 29, 2021, Richardson filed a First Amended Complaint, adding a
20 claim under California’s Private Attorneys General Act, Cal. Labor Code § 2699, *et*
21 *seq.* Richardson’s Complaint and First Amended Complaint (“FAC”) (together “the
22 Complaint”) alleged that Defendant violated the California Labor Code, Wage Order
23 4, and other applicable wage and hour laws, as well as the California Unfair
24 Competition Law, Bus. & Prof. Code § 17200, *et seq.* Specifically, the FAC asserted
25 causes of action for: (1) failure to pay wages and/or overtime (Lab. Code §§ 510,
26 1194, and 1199); (2) failure to provide meal breaks (Lab. Code §§ 226.7 and 512);
27 (3) waiting time penalties (Lab. Code §§ 201-203); (4) unfair competition (Bus. &
28 Prof. Code §§ 17200, *et seq.*); and (5) civil penalties (Lab. Code §§ 2699, *et seq.*). In

1 the FAC, Richardson sought to represent “[a]ll persons who are employed or have
2 been employed as an hourly employee by PEGASUS AVIATION SERVICES, LLC,
3 in the State of California since four (4) years prior to the filing of this action to the
4 present.” SAC, ¶ 1. Defendant denies the allegations and has asserted a number of
5 affirmative defenses.

6 On May 18, 2021, Plaintiff Raoof Sayad (“Sayad”) sent a notice to the LWDA
7 of his intent to pursue a representative PAGA action on behalf of himself and the
8 State of California on behalf of other allegedly aggrieved employees. The LWDA
9 did not provide a response within 60 days or at all. Sayad commenced a lawsuit
10 against Defendant on July 26, 2021 in California Superior Court in and for the County
11 of San Joaquin. Defendant removed the action to the Eastern District of California
12 on September 2, 2021 on diversity grounds. Sayad asserted class claims for (1) failure
13 to pay sick leave at the correct rate (Lab. Code §§ 218, 233, 246), (2) failure to
14 provide rest periods or pay premiums at the correct rate (Lab. Code § 226.7), (3)
15 failure to furnish accurate, itemized wage statements (Lab. Code § 226(a)), and (4)
16 unfair competition (Bus. & Prof. Code §§ 17200, *et seq.*). He also asserted a claim
17 for civil penalties (Lab. Code §§ 2699, *et seq.*), on behalf of himself and all aggrieved
18 employees.

19 On November 15, 2021, Richardson and Defendant engaged in a full-day
20 mediation before mediator David Rotman. Counsel for Richardson conferred with
21 counsel for Sayad during that mediation. As a result of that mediation, Richardson
22 and Defendant agreed to settle the claims alleged in or arising out of Plaintiff
23 Richardson’s FAC for the gross total of \$325,000.00. At that time, counsel for
24 Richardson and Defendant discussed the possibility of adding Sayad’s claims to the
25 settlement.

26 Subsequently, Sayad and Defendant agreed to settle Sayad’s class and PAGA
27 claims for an additional gross amount of \$55,000.00. Thereafter, Defendant
28 stipulated to and Richardson and Sayad together filed a Second Amended Complaint,

1 adding Sayad as a named plaintiff and incorporating the class claims alleged in the
2 *Sayad* action. Plaintiff's Second Amended Complaint ("SAC") alleges the following
3 claims: (1) failure to pay wages and/or overtime (Lab. Code §§ 510, 1194, and 1199);
4 (2) failure to provide meal breaks (Lab. Code §§ 226.7 and 512); (3) failure to pay
5 sick leave at the correct rate (Lab. Code §§ 218, 233, 246); (4) failure to provide rest
6 periods or pay premiums at the correct rate (Lab. Code § 226.7); (5) failure to furnish
7 accurate, itemized wage statements (Lab. Code § 226(a)); (6) waiting time penalties
8 (Lab. Code §§ 201-203); (7) unfair competition (Bus. & Prof. Code §§ 17200, *et*
9 *seq.*); and (8) civil penalties (Lab. Code §§ 2699, *et seq.*). In the SAC, Richardson
10 and Sayad (together "Plaintiffs") seek to represent the following class:

11 All persons who are employed or have been employed as an hourly
12 employee by PEGASUS AVIATION SERVICES, LLC, in the State of
13 California since four (4) years prior to the filing of this action to the
14 present.¹

14 **1.2 Parties' Statements and Recognition of the Benefits of Settlement.**

15 Plaintiffs and Defendant (hereinafter "the Parties") have engaged in extensive
16 negotiations and exchanged data, documents, and information. Counsel for the Class,
17 as defined herein, have conducted extensive investigation into the facts of the class
18 action and the class members' claims, including informal disclosures between the
19 Parties and other investigations undertaken by counsel for Plaintiff. Based on Class
20 Counsels' investigation and evaluation of this case, they have concluded that
21 settlement with Defendant for the consideration and on the terms set forth in this
22 Settlement Agreement is fair, reasonable, and adequate, and is in the best interest of
23 the Class in light of all known facts and circumstances, including the risk of
24 significant delay, defenses asserted by Defendant, and numerous potential appellate
25

26
27 ¹ Following the filing of the SAC in this Action, Plaintiff Sayad filed an amended complaint in
28 the Eastern District of California dropping the class and PAGA allegations and alleging only
individual claims under the FEHA. Sayad's individual FEHA claims are being settled by way of
a separate agreement.

1 issues.

2 Defendant denies each and all of the claims alleged by Plaintiffs in this instant
3 action. Defendant expressly denies any and all charges of wrongdoing or liability
4 arising out of any of the acts, omissions, facts, matters, transactions, or occurrences
5 alleged, or that could have been alleged, in the instant action. Defendant contends
6 that, in compliance with applicable state and federal laws, Defendant appropriately,
7 correctly, and timely paid Plaintiffs and putative class members for all hours reported
8 as worked in addition to sick time, provided all meal and rest periods owed, provided
9 complaint wage statements, and that no wages or penalties are owed. Because
10 Defendant contends to have complied with its obligations under California state law
11 and otherwise, Defendant contends that Plaintiffs' claims are meritless. Defendant
12 also denies that the asserted claims are appropriate for class treatment under
13 California Code of Civil Procedure Section 382 and/or representative treatment under
14 PAGA, except pursuant to settlement, due to the intractable management problems
15 and issues of individualized proof that would be associated with a class-wide trial.
16 To the extent this Settlement Agreement is not approved by the Court or the Effective
17 Date otherwise does not occur, it is understood and agreed that Defendant reserves,
18 and does not waive, its right to contest class treatment and/or representative status,
19 and Plaintiffs agree not to contend otherwise.

20 Nevertheless, Defendant has concluded that further conduct of the instant
21 action would be protracted and expensive. Defendant therefore has determined that
22 it is desirable and beneficial that the instant action be settled in the manner and upon
23 the terms and conditions set forth in this Settlement Agreement. Neither this
24 Settlement Agreement, nor any document referred to or contemplated herein, nor any
25 action taken to carry out this Settlement Agreement, is, may be construed as, or may
26 be used as an admission, concession, or indication by or against Defendant of any
27 fault, wrongdoing, or liability whatsoever.

28 ///

2. TERMS OF THE SETTLEMENT AGREEMENT

IT IS HEREBY STIPULATED AND AGREED by and among Plaintiffs (themselves and the Settlement Class) and Defendant, by and through its counsel, that, subject to the approval of the Court, the instant action will be finally and fully compromised, released, resolved, discharged, and settled, and will be dismissed with prejudice as to Released Parties, subject to the terms and conditions of this Settlement Agreement, as follows:

2.1 Definitions

As used in this Settlement Agreement, the following terms have the meanings specified below:

A. “Administrative Costs” means the estimated reasonable cost of administering the Settlement Agreement, including, without limitation, the costs for providing Notice, efforts to locate class member addresses, administering payment of settlement payments to Settlement Class Members, administering the payments to Class Counsel and Named Plaintiffs, handling Class Members’ telephonic or written inquiries, maintaining a static settlement website, and calculating Defendant’s share of payroll taxes for payments made to Settlement Class Members.

B. “Attorneys’ Fees” refers to the fee amount to be paid to Class Counsel under the terms of this Settlement Agreement.

C. “Claims Administrator” means the firm of ILYM Group, Inc., which is the third-party entity that has been selected by the Parties to provide notice of this proposed class action settlement to the Class Members and to perform other related functions to administer the settlement contemplated by this Settlement Agreement as described herein.

D. “Class” or “Class Members” means all hourly, non-exempt employees of Defendant Pegasus Aviation Services, LLC who performed work for Defendant in California at any time during the Class Period.

E. “Class Counsel” means the attorneys representing Plaintiffs in the

1 instant action: Kingsley & Kingsley, APC, Davtyan Law Firm, Inc., and Mayall
2 Hurley P.C.

3 F. "Class Period" means the time period beginning on January 21, 2017
4 and ending on January 31, 2022.

5 G. "Court" shall mean the California Superior Court in and for the County
6 of San Mateo, Hon. Danny Chou presiding, and any court-appointed referee or agent
7 of the Court or other judicial entity with jurisdiction over this matter.

8 H. "Counsel for Defendant" means Heather D. Hearne and Samuel Zurik,
9 The Kullman Firm, 4605 Bluebonnet Blvd., Ste. A, Baton Rouge, Louisiana 70809.

10 I. "Defendant" means Pegasus Aviation Services, LLC.

11 J. "Effective Date" means the date on which the Judgment becomes Final.
12 "Final" means the point at which the Judgment has become final and irreversible
13 because the latest of the following dates has occurred: (i) the date of final affirmance
14 on an appeal of the Judgment; (ii) the date of final dismissal with prejudice of the last
15 pending appeal from the Judgment; or (iii) the expiration date of the time for the filing
16 or noticing of any form of valid appeal from the Judgment without an appeal having
17 been filed. Notwithstanding the foregoing, any proceeding or order, or any appeal or
18 petition for a writ pertaining solely to the award of attorneys' fees or costs shall not,
19 by itself, in any way delay or preclude the Judgment from becoming Final. The
20 occurrence of the Effective Date is a prerequisite to any distributions from the
21 Settlement Fund. In the event that the Court does not enter the Judgment or it does
22 not become final for any reason, or is modified in any material respect, such that the
23 Effective Date does not occur, then this Settlement Agreement shall be deemed null
24 and void and shall be of no force or effect whatsoever, and shall not be referred to or
25 utilized for any purpose whatsoever.

26 K. "Fees and Costs" means, collectively, any Court-approved Attorneys'
27 Fees and Costs (defined elsewhere herein), Court approved litigation costs, Court
28 approved Incentive Award for the Named Plaintiffs, all settlement Administrative

1 Costs, and any payments made to the California Labor & Workforce Development
2 Agency (“PAGA penalties”) pursuant to the terms of this Settlement Agreement.

3 L. “Final Fairness and Approval Hearing” means the fairness and approval
4 hearing to be conducted by the Superior Court in and for the County of San Mateo or
5 any other court taking jurisdiction of this matter, to determine whether to finally
6 approve the settlement.

7 M. “General Release” means a release of all claims against Released
8 Parties, in the form attached hereto as Exhibit A, which shall be executed and
9 provided by the Named Plaintiffs.

10 N. “Incentive Award” means a Court-Approved sum to be paid to the
11 Named Plaintiffs.

12 O. “Judgment” means the judgment to be entered resolving the Lawsuit
13 with prejudice and extinguishing the Released Claims, in the same of substantially
14 the same form as Exhibit 4.

15 P. “Lawsuit” or “Action” means *Richardson, et al v. Pegasus Aviation*
16 *Services, LLC*, Case No. 21-CIV-00292 pending in the California Superior Court in
17 and for the County of San Mateo.

18 Q. “Motion for Preliminary Approval” refers to the motion for preliminary
19 approval of this settlement and its supporting papers.

20 R. “Named Plaintiffs” means Damont Richardson and Raoof Sayad.

21 S. “Net Settlement Fund” or “Net Settlement Amount” shall be the gross
22 settlement amount less Fees and Costs defined above including Class Counsel’s fees
23 and costs, the Named Plaintiffs’ approved incentive award, PAGA penalties paid to
24 the State of California (i.e., the 75% share), and Administration Costs, as approved
25 by the Court.

26 T. “Notice of Settlement” or “Class Notice” or “Notice” refers to the
27 official notice of settlement of class action, in the same or substantially similar form
28 as Exhibit 2.

1 U. "Notice Period" refers to the time period of sixty (60) calendar days from
2 the mailing date postmarked on the Notice of Settlement mailed by the Claims
3 Administrator.

4 V. "Opt-Out Date" refers to the expiration of the Notice Period, by which
5 time Settlement Class Members who do not wish to be part of the settlement must
6 have timely and properly opted-out of the Settlement Class as described herein.

7 W. "Order Granting Preliminary Approval" or "Preliminary Approval
8 Order" shall mean an order by the Court granting preliminary approval of this
9 Settlement Agreement in the same or substantially similar form as Exhibit 1.

10 X. "Order of Final Approval" or "Final Approval Order" shall mean an
11 order by the Court granting preliminary approval of this Settlement Agreement in the
12 same or substantially similar form as Exhibit 3.

13 Y. "Released Parties" means Defendant, including all of Defendant's past
14 and present successors, subsidiaries, investors, parents, holding companies, sister and
15 affiliated companies, divisions and other related entities, including but not limited to
16 Akima, LLC, as well as each of their respective successors, predecessors,
17 shareholders, subsidiaries, investors, parents, sister and affiliated companies, officers,
18 directors, partners, assigns, agents, employees, principals, heirs, administrators,
19 attorneys, vendors, accountants, auditors, consultants, fiduciaries, insurers,
20 reinsurers, employee benefit plans, and representatives of each of them, both
21 individually and in their official capacities, past or present, as well as all persons
22 acting by, through, under, or in concert with any of these persons or entities.

23 Z. "Settlement Fund" or "Gross Settlement Amount" refers to \$380,000,
24 which is the total and maximum amount Defendant will be required to pay under this
25 settlement, excluding Defendant's share of payroll taxes for payments made from the
26 Net Settlement Fund to Settlement Class Members who do not opt out.

27 AA. "Settlement Class" or "Settlement Class Members" means all members
28 of the Class who do not timely and properly opt out of this Lawsuit and associated

1 Settlement Agreement.

2 AB. "Settlement Payments" means the amounts to be paid to individual
3 Settlement Class Members.

4 **2.2 Settlement of the Lawsuit**

5 It is agreed by and among the Named Plaintiffs, the Settlement Class, and
6 Defendant that the Lawsuit, including any and all allegations in the Complaint and
7 any and all claims, damages, remedies sought or causes of action alleged in the
8 Complaint or that could have been alleged based on the facts presented, shall be
9 settled and compromised as between the Named Plaintiffs, the Settlement Class, and
10 Defendant, subject to the terms and conditions set forth in this Settlement Agreement
11 and the approval of the California Superior Court in and for the County of San Mateo,
12 including any Court-appointed referee or agent of the Court or other judicial entity
13 with jurisdiction over this matter.

14 **2.3 Conditional Certification of the Settlement Class for Settlement** 15 **Purposes Only.**

16 A. The Parties stipulate to certification of the following Class, for
17 settlement purposes only:

18 All hourly, non-exempt employees of Defendant Pegasus Aviation
19 Services, LLC, who worked for Defendant in California at any time
20 between January 21, 2017 and January 31, 2022.

21 B. Defendant does not waive, and instead expressly reserves, its right to
22 challenge the propriety of class certification for any purposes and on any grounds
23 should the Court not approve this Settlement Agreement or enter Judgment and an
24 Order of Final Approval as set forth in this Settlement Agreement.

25 C. The conditional certification of the Class and appointment of Named
26 Plaintiffs Richardson and Sayad as class representatives by the Court shall be binding
27 only with respect to the settlement of this Action. In the event that this Settlement
28 Agreement is terminated pursuant to its terms, the certification of the Class shall be

1 vacated, the Action shall proceed as though the Class had never been certified, and
2 this Settlement Agreement shall be of no force or effect.

3 **2.4 Cancellation of Settlement Agreement**

4 Within seven (7) calendar days of the expiration of the Notice Period as defined
5 in the Court's Order Granting Preliminary Approval of this Settlement Agreement,
6 Defendant shall have the option, in its sole discretion, to void the Settlement
7 Agreement in the event that more than ten percent (10%) of Class Members submit
8 timely and valid requests to opt out of the Class.

9 **2.5 Settlement Formula**

10 A. Settlement Fund. In consideration for settlement of the Action and the
11 release of all claims of the Settlement Classes, Defendant agrees to pay the sum of
12 THREE HUNDRED EIGHTY THOUSAND DOLLARS (\$380,000.00) ("Settlement
13 Fund" or "Settlement Amount"), to be allocated among Settlement Class Members
14 as described herein. All Fees and Costs, as defined herein, shall be deducted from
15 the Settlement Fund prior to the calculation of settlement shares. Except for
16 Defendant's share of payroll taxes for Settlement Payments to Settlement Class
17 Members who do not opt out (which Defendant will pay separately from and in
18 addition to the Settlement Fund), the Settlement Fund is the maximum total amount
19 Defendant is required to pay for any and all purposes under this Settlement
20 Agreement, and in connection with the termination with prejudice of this Lawsuit.

21 (i) All-In Settlement. Class Members are not required to submit a
22 claim form or otherwise take any action in order to be bound by the Settlement and/or
23 receive payment. All Class Members who do not submit a timely and valid request
24 to opt-out will thus become Settlement Class Members, and will be bound by the
25 terms of the Settlement and will be issued a payment thereunder.

26 B. Attorneys' Fees and Costs. In consideration for settling this matter and
27 in exchange for the release of all Released Claims by the Settlement Class and
28 General Release of all claims by the Named Plaintiffs, Defendant shall not object to

1 Class Counsel's request for receipt of payment equal to one-third of the Gross
2 Settlement Amount (currently estimated to be \$126,666.66), to compensate for all
3 Attorneys' Fees associated with the prosecution and administration of this action, as
4 well as any actual costs of litigation, not to exceed \$153,666.33 (together "Attorneys'
5 Fees and Costs").² Class Counsel will submit an application for Attorneys' Fees and
6 Costs consistent with this Agreement to the Court for approval prior to the date of the
7 Final Fairness and Approval Hearing. Defendant agrees not to contest this
8 application. Within seven (7) calendar days after the Settlement Fund is funded as
9 set forth in Section 2.15 below, the Claims Administrator shall make payments to
10 Class Counsel from the Settlement Fund of the Attorneys' Fees and Costs consisting
11 of the total court-approved attorneys' fees, not to exceed one-third of the Gross
12 Settlement Amount, as well as the total court-approved litigation costs accrued as of
13 the date of the Final Fairness and Approval Hearing, not to exceed \$27,000.00. The
14 Parties agree that, over and above the lesser of (a) the total amount of court-approved
15 Attorneys' Fees and Costs award in this Lawsuit; or (b) the sum of one-third of the
16 Gross Settlement Amount, each of the Parties, including all Class Members, shall
17 bear their own fees and costs, including, but not limited to, those relative to the
18 investigation, filing, prosecution, or settlement of the Lawsuit; the negotiation,
19 execution, or implementation of this Settlement Agreement; and/or the process of
20 obtaining, administering, or challenging a Certification Order and/or Final Approval.

21 C. Named Plaintiffs' Incentive Award. In addition to the claim amount
22 determined to be due and owing to the Named Plaintiffs, Defendant agrees to pay
23 through the Claims Administrator from the Settlement Fund, within seven (7)
24 calendar days after the Settlement Fund is funded as set forth in Section 2.15 below,

25
26
27 ² The Parties agree that the Attorneys' Fees and Costs shall be allocated as follows: up to
28 \$108,333.33 to Kingsley & Kingsley and \$18,333 to Mayall Hurley P.C. to compensate for all
Attorneys' Fees, and up to \$25,000.00 to Kingsley & Kingsley and up to \$2,000 to Mayall Hurley
P.C. to compensate for the actual costs of litigation.

1 an Incentive Award to Named Plaintiff Richardson in the amount of FIVE
2 THOUSAND DOLLARS (\$5,000) and an Incentive Award to Named Plaintiff Sayad
3 in the amount of THREE THOUSAND DOLLARS (\$3,000), or such other lesser
4 amounts as the Court approves, for prosecuting this Action, taking the risks of serving
5 as the named representatives, providing factual information and documentation
6 necessary to the prosecution of the Action, responding to written discovery, providing
7 a General Release of all claims, maintaining contact with Class Counsel, and other
8 participation necessary to the prosecution of the Action. In advance of the Final
9 Fairness and Approval Hearing, Class Counsel will request that the Court approve
10 such Incentive Awards of \$5,000 and \$3,000.00 to the respective Named Plaintiffs.
11 Defendant agrees not to oppose such request. Each Named Plaintiff will be solely
12 responsible for correctly characterizing his respective Incentive Award, if applicable,
13 for tax purposes, and is solely responsible for paying any taxes owing on said amount.
14 The Named Plaintiffs agree to assume responsibility of remitting to the Internal
15 Revenue Service, the California Franchise Tax Board, and any other relevant taxing
16 authority the amounts required by law, if any, to be withheld by Defendant or the
17 Claims Administrator from his Incentive Award. In addition, the Named Plaintiffs
18 shall hold Released Parties harmless and indemnify and defend Released Parties for
19 all taxes, interest, penalties, and costs incurred by Released Parties by reason of any
20 bona fide or valid claims relating to their non-withholding of taxes from the Incentive
21 Award. In exchange for this Incentive Award, the Named Plaintiffs agree: (i) not to
22 publicize the settlement beyond what is required or expressly approved by the Court;
23 (ii) not to disparage or comment negatively about Released Parties; (iii) to each
24 acknowledge that he has no claim(s) against Released Parties for workers'
25 compensation nor does he intend to file a claim for workers' compensation; and (iv)
26 to each execute a General Release as to any and all claims he might have against
27 Released Parties, whether such claim is known or unknown, in the form attached
28

1 hereto as Exhibit A.³ Notwithstanding the above, the Named Plaintiffs shall receive
2 payment of the Incentive Award under this Settlement Agreement after executing and
3 delivering to Defendant this Settlement Agreement and a separate General Release
4 of all known and unknown claims against Released Parties.

5 D. Administrative Costs. Subject to the approval of the Court, the Parties
6 have agreed to the appointment of a professional class action claims administration
7 firm, ILYM Group, Inc., as the Claims Administrator for the purpose of administering
8 the settlement and claims process, including preparing and mailing Notice Forms,
9 reviewing the amounts due to Settlement Class Members as set forth in this
10 Settlement Agreement, handling Class Members' telephonic or written inquiries
11 maintaining a static settlement website,, and upon approval by Class Counsel and
12 Defendant's counsel, of issuing settlement payments to Settlement Class Members
13 who do not opt-out of the Settlement. The estimated reasonable Administrative Costs
14 associated with providing Notice, various efforts to locate class members, and
15 administering payment to Settlement Class Members shall not exceed Eight
16 Thousand Dollars (\$8,000.00). These reasonable Administrative Costs shall be
17 deducted from the Settlement Fund. In the event the Settlement Agreement is voided
18 by Defendant pursuant to Section 2.4, Defendant shall remain liable for payment of
19 all Administrative Costs incurred through that date. In the event final approval is not
20 granted, the Parties shall bear equal responsibility for payment of all Administrative
21 Costs incurred.

22 E. Distribution to the LWDA. For purposes of Section 2699(j) of the
23 California Labor Code, TWENTY THOUSAND DOLLARS (\$20,000) of the
24 Settlement Fund, or such amount as the Court deems appropriate, shall be treated as
25 civil penalties recovered under the PAGA. Seventy-five percent (75%) of this
26

27 ³ As a sole exception, Sayad's individual claims under the Fair Employment and Housing Act
28 are not being resolved by this General Release—they are being resolved by a separate
agreement.

1 amount (\$15,000) shall be distributed to the California Labor and Workforce
2 Development Agency, with the remaining 25% (\$5,000) included in the Net
3 Settlement Fund. Payments made pursuant to this provision or any other payments
4 under this Agreement shall not be deemed an admission of liability by Defendant.
5 Defendant denies any such liability.

6 **2.6 Method of Determining Amount of Settlement Payments**

7 The Claims Administrator will calculate the amount of the Settlement
8 Payments payable to each Settlement Class Member. The "Settlement Sum Variable"
9 shall be the number that is the quotient of (a) the total number of paychecks issued to
10 the individual Class Member in question by Defendant during the Class Period
11 divided by (b) the total number of paychecks issued to all Class Members by
12 Defendant during the Class Period. The Settlement Sum Variable for each Class
13 Member shall be multiplied by the Net Settlement Fund to determine that Class
14 Member's potential Settlement Payment. It is understood and agreed that the sum of
15 all potential Settlement Payments shall equal the Net Settlement Fund. Each Class
16 Member's potential Settlement Payment shall be set forth in the Notice.

17 Defendant warrants and represents that as of December 7, 2021, there are 112
18 individuals in the Class and they worked 4,143 pay periods during the class period.

19 **2.7 Plaintiffs' Option to Terminate Settlement**

20 If the actual number of pay periods and/or class members during the Class
21 Period is more than five percent greater than Defendant's representations as set forth
22 in section 2.6 *supra*, Defendant shall have the option to increase the Total Settlement
23 Amount by the difference between an allowable five percent variation and any
24 variation that exceeds five percent. For example, if the number of pay periods during
25 the Class Period increases by 7%, then Defendant shall have the option to increase
26 the Total Settlement Amount by 2%--i.e., the difference between the 5% expected
27 variation and the 7% actual variation. If Defendant declines to do so, Plaintiffs will
28 have the option to terminate the settlement in its entirety and the Parties will be

1 returned to their respective positions as if no settlement had been contemplated.

2 **2.8 Allocation and Taxability of Settlement Distributions.**

3 A. The Claims Administrator will issue Settlement Payments
4 to each Settlement Class Member based on the allocation as calculated by
5 Defendant pursuant to the formula described in Section 2.6. Along with the
6 Settlement Payments to each Settlement Class Member, the Claims Administrator
7 will include a statement or notice stating the following or substantially the
8 following: “***Richardson, et al v. Pegasus Aviation Services, LLC, Case No. 21-***
9 **CIV-00292, California Superior Court in and for the County of San Mateo.**

10 This notice is being mailed to all Settlement Class Members, including you,
11 pursuant to California Rule of Court 3.771(b) to advise you that the Court has
12 approved the settlement of this matter and entered judgment accordingly. Because
13 you, the addressee of this notice, are a Member of the Settlement Class, and
14 because you did not opt out of the Settlement Class, you are receiving this notice
15 and no further action from you is required under the Judgment.” The approval of
16 the Settlement Agreement by the Court shall be deemed approval of this notice and
17 a determination that it is sufficient for purposes of California Rule of Court
18 3.771(b).

19 B. For tax purposes, each Settlement Payment shall be apportioned as one-
20 third wages, one-third penalties, and one-third interest. The Claims Administrator
21 will provide to Defendant records of what was paid to each Settlement Class Member
22 and records of the W-2 forms and 1099 forms issued to Settlement Class Members.
23 Defendant’s share of all state and federal payroll taxes imposed by applicable law,
24 including Defendant’s share of the FICA tax and any federal and state unemployment
25 tax(es) due, with respect to the amounts treated as wages, shall be calculated by the
26 Claims Administrator and paid separately by Defendant in addition to the Settlement
27 Amount. Neither the terms of this Settlement Agreement nor any Settlement
28 Payments paid to any Settlement Class Members shall have any effect on the

1 eligibility or calculation of employee benefits by any Settlement Class Member. The
2 Claims Administrator shall report the taxes withheld from that portion of each claim
3 attributable to wages of each Settlement Class Member as required via a W-2 form,
4 and shall immediately pay over all such withheld funds, plus Defendant's
5 contribution—which shall be made separately by Defendant to the Claims
6 Administrator—to the appropriate state and federal taxing authorities.

7 C. The Claims Administrator shall provide each Settlement Class Member
8 with a W-2 form reflecting the portion of each Settlement Payment attributable to
9 wages and the taxes withheld from those wages. The Claims Administrator shall
10 provide each Settlement Class Member a 1099 form reflecting the portion of each
11 Settlement Payment attributable to penalties and/or interest. The Claims
12 Administrator shall provide each Settlement Class Member with appropriate
13 documentation setting forth the amount of any tax or other payment withheld and
14 employer contribution made, in accordance with state and federal tax requirements.
15 Settlement Class Members shall be responsible for remitting to state and/or federal
16 taxing authorities any applicable other taxes due and shall hold Released Parties
17 harmless for any liabilities, costs, and expenses caused by such taxing authority
18 relating in any way to the Settlement Class Members' tax treatment of payments made
19 to them pursuant to this Settlement Agreement.

20 D. The Claims Administrator shall verify that Settlement Payments are
21 made to the Settlement Class Members, and this verification and proof of payment
22 shall be filed with the Court and provided to the Parties. Any checks issued to
23 Settlement Class Members shall remain valid and negotiable for 120 calendar days
24 from the date of their mailing. At the conclusion of the 120-day check cashing period,
25 the Claims Administrator shall inform the parties regarding the status of any uncashed
26 checks. Following expiration of the 120-day check cashing period, the uncashed
27 checks shall be cancelled, and the fund associated with such checks shall be
28 distributed to the State Controller's Office Unclaimed Property Fund in the name of

1 the Class Member/Aggrieved Employee.

2 **2.9 Release of Claims by the Settlement Class**

3 A. Upon the entry of the Judgment, the Settlement Class and each member
4 of the Settlement Class, including the Named Plaintiffs (who shall not opt out), jointly
5 and severally, shall, and hereby do fully release and discharge Released Parties from
6 any and all claims, debts, liabilities, demands, obligations, guarantees, penalties,
7 costs, expenses, attorneys' fees, damages, actions or causes of action whatever kind
8 or nature, contingent or accrued, during the Class Period and arising out of the dispute
9 which is the subject of the Lawsuit or which could have been asserted in the Lawsuit
10 based on the facts alleged therein, including any papers submitted with the
11 Complaint, whether in contract, violation of any state or federal statute, rule or
12 regulation, arising out of, concerning, or in connection with any act or omission by
13 or on the part of Released Parties, including those relating to the payment of wages,
14 overtime, and minimum wage; penalties, uncompensated off-the-clock work, wage
15 statements, final pay penalties, meal and/or rest period violations, and related record
16 keeping requirements, claims for PAGA penalties predicated on the facts alleged in
17 the Complaint, claims under Business & Professions Code section 17200 *et seq.*
18 predicated on the facts alleged in the Complaint, and claims for violation of California
19 Labor Code sections 201, 202, 203, 218.5, 226, 226.3, 226.7, 233, 246, 510, 512, 558,
20 1174, 1194, 1194.2, 1197, 1198, 1199, 2698, 2699; Code of Civil Procedure section
21 1021.5, and any and all California Industrial Welfare Commission Orders ("Released
22 Claims").

23 B. The Parties intend and agree that this Settlement Agreement shall be
24 binding on all members of the Settlement Class. This Settlement Agreements shall
25 constitute, and may be pleaded as, a complete and total defense to any Released
26 Claims raised in the future.

27 C. The Parties hereto, including the Settlement Class, stipulate and agree to
28 the extent permitted by law, that the consideration paid to the Settlement Class

1 Members pursuant to this Settlement Agreement compensates the Settlement Class
2 Members for all compensation or reimbursements allegedly due to them arising from
3 Released Claims and any related penalties. Following the conclusion of this
4 Settlement, Released Parties shall not be liable for any penalties pursuant to the
5 PAGA based on any claims or allegations arising from facts alleged in the Complaint
6 or claims settled and/or released herein. The Parties further stipulate and agree that
7 even if any member of the Settlement Class is considered or determined to be an
8 “aggrieved employee” for purposes of the PAGA as to facts alleged in the Complaint
9 and/or claims and allegations resolved by this Settlement, such individuals waive any
10 potential right to any penalty prescribed by the PAGA or the California Labor Code.

11 **2.10 Release of Claims By Named Plaintiffs.**

12 In addition to the Released Claims, and in exchange for the separate
13 consideration set forth in Section 2.5(c) above, Named Plaintiffs agree to execute a
14 general release of all claims concurrently with this Agreement, including all claims,
15 rights, or benefits they may have under California Civil Code Section 1542, against
16 Defendant and Released Parties.⁴ Such a release shall be a prerequisite to any
17 individual payments to the Named Plaintiffs.

18 **2.11 Opt-Out/Request for Exclusion Procedure**

19 Class Members, except the Named Plaintiffs, who shall not opt out of this
20 Settlement Agreement, shall be entitled to “opt out” of the Settlement Class by
21 submitting, signing, and delivering to the Claims Administrator, postmarked no later
22 than the last day of the Notice Period, a request clearly stating their intention to be
23 excluded from the settlement. If an “opt out” is received after the last day of the
24 Notice Period, the Claims Administrator will notify any Class Member from whom
25 it receives a request for exclusion that is not timely. If an “opt out” is received that
26

27 _____
28 ⁴ Again, as a sole exception, this General Release shall not extend to Sayad’s claims under
the California Fair Employment and Housing Act.

1 does not clearly state the Class Member intention to be excluded from the settlement,
2 the Claims Administrator will notify the Class Member that it does not appear to
3 be valid and permit the Class Member to cure the deficiency. The Parties shall meet
4 and confer to resolve any disputes regarding the timeliness, validity, or effectiveness
5 of a request for exclusion, with the Court's input, if appropriate.

6 **2.12 Procedures for Objecting to the Settlement**

7 The Class Notice shall provide that Settlement Class Members and persons
8 purporting to act on behalf of Settlement Class Members who wish to object to the
9 Settlement Agreement can file with the Court and serve on counsel for the Parties a
10 written statement objecting to the Settlement Agreement. Such written statement and
11 all supporting briefs or other materials must be filed with the Court and mailed, via
12 First Class U.S. Mail, to counsel for the Parties and postmarked no later than the last
13 day of the Notice Period. Class Members who opt-out may not object to this
14 Settlement Agreement. Settlement Class Members and persons purporting to act on
15 behalf of Settlement Class Members who wish to object to the Settlement Agreement
16 may appear at the Final Fairness and Approval Hearing in person to state any
17 purported objection. The Court will determine the validity of any purported
18 objection.

19 **2.13 Preparation and Mailing of Notice to the Class**

20 A. Within seven (7) days of entry of the Order granting preliminary
21 approval of Settlement, Defendant shall securely provide the Claims Administrator
22 with the names, last-known mailing addresses, social security numbers, and the
23 number of pay checks issued to each Settlement Class Member during the Class
24 Period, in the form of an Excel spreadsheet or similar sortable electronic format.
25 Plaintiffs and Class Counsel understand and agree that this information will not be
26 provided to them. By approving this Settlement Agreement, the Court will be deemed
27 to have authorized Defendant to provide this information (including Social Security
28 Numbers) to the Claims Administrator.

1 B. The Class Notice shall be sent by the Claims Administrator to the Class
2 Members, by First Class Mail (in English) to those addresses provided, as soon as
3 practicable but in any event within thirty (30) days after receipt of their contact
4 information from Defendant. The Notice of Settlement shall set forth a brief
5 description of the Action, provide the definition of the Class, inform Class Members
6 of the nature and scope of the settlement of claims, set forth the Attorneys' Fees and
7 Costs, disclose the Incentive Award to the Named Plaintiffs, inform Class Members
8 of their opportunity to be heard at the Final Fairness and Approval Hearing, inform
9 Class Members of their right to submit an objection to any term of the settlement, to
10 submit a claim, and/or to opt-out of the settlement and the procedures for doing so,
11 and explain the res judicata effects of not opting out. The Notice will set forth contact
12 numbers for Class Counsel, counsel for Defendant, and the Claims Administrator to
13 answer any questions that Class Members may have. The Parties and/or their counsel
14 may respond to requests or inquiries received from Class Members.

15 C. Before mailing the Notices, the Claims Administrator will conduct a
16 National Change of Address (NCOA) search and the also perform one skip trace
17 search regarding any returned Notice of Settlement. The Claims Administrator will
18 forward any Notices that are returned with a forwarding address.

19 D. If an envelope has not been returned within thirty (30) days of the
20 mailing, it shall be conclusively presumed that the Settlement Class Member received
21 the Notice of Settlement.

22 E. At least twenty-one (21) days before the Final Fairness and Approval
23 Hearing, the Claims Administrator shall prepare a declaration of due diligence and
24 proof of mailing with regard to the mailing of the Notice of Settlement, and any
25 attempts by the Claims Administrator to locate Class Members ("Due Diligence
26 Declaration"), to Class Counsel and Defendant's counsel for presentation to the
27 Court. The Claims Administrator will attach to the Due Diligence Declaration a
28 report showing the name of each Class Member who submitted a timely and valid

1 request to opt-out of the settlement. Class Counsel shall be responsible for filing the
2 Due Diligence Declaration with the Court.

3 F. Unless a Class Member submits and signs a timely, valid request to be
4 excluded from the settlement, that Class Member shall be a member of the Settlement
5 Class and shall be bound by all the terms of the Settlement Agreement and the Court's
6 Order of Final Approval.

7 **2.14 Final Fairness and Approval Hearing**

8 A. The Court will conduct a Final Fairness and Approval Hearing on or
9 about the date set forth in the Order Granting Preliminary Approval. After the Final
10 Fairness and Approval Hearing, and upon a finding that the settlement is fair,
11 reasonable, and adequate, the Court will enter the Order of Final Approval.

12 **2.15 Funding of Settlement Amount**

13 A. The Claims Administrator shall establish the Qualified Settlement Fund
14 per applicable rules and regulations. Defendant shall transmit the Settlement Amount
15 to the Qualified Settlement Fund no later than five (5) days after the Effective Date.
16 Within seven (7) calendar days after such payment is received by the Claims
17 Administrator, the Claims Administrator shall pay from the Qualified Settlement
18 Fund (1) the Settlement Payments to each Settlement Class Member, (2) Attorneys'
19 Fees and Costs to Class Counsel as approved by the Court, and (3) Incentive Awards
20 to the Class Representatives as approved by the Court, which shall be contingent on
21 their execution of the general release agreements and waiver as referenced in section
22 2.10..

23 B. Class Members who properly opt out of the settlement are not entitled
24 to any Settlement Payments.

25 **2.16 Duties of the Parties Prior to Court Approval**

26 A. The Parties shall promptly submit this Settlement Agreement to
27 the California Superior Court in and for the County of San Mateo for preliminary
28 approval and determination by the Court as to its fairness, adequacy, and

1 reasonableness. Promptly upon execution of this Settlement Agreement, Plaintiff
2 will file an unopposed motion for entry the Preliminary Approval Order.

3 B. Prior to the Final Fairness and Approval Hearing by the Court of the
4 settlement provided for in this Settlement Agreement, Class Counsel (in conjunction
5 with Defendant's counsel) will submit the proposed Final Approval Order and
6 Judgment.

7 **2.17 Restriction on Publicity**

8 Class Counsel and Plaintiffs agree that they will not issue any press release or
9 press statement, initiate media coverage, or otherwise publicize regarding Defendant,
10 Released Parties, or this Settlement Agreement, nor post any notice on any website
11 related to the Settlement Agreement, nor otherwise publicize the Settlement
12 Agreement; provided, however, that Class Counsel shall be permitted to post web
13 postings regarding the Litigation on its website omitting any dollar amounts related
14 to the settlement, provided that such postings are consistent with those that were
15 present on Class Counsel's website for other cases as of December 7, 2021. Class
16 Counsel shall not refer to, rely upon, or otherwise utilize any information obtained
17 solely in this action in prosecuting a separate action against any Defendant and/or any
18 Released Parties.

19 **2.18 Continuing Jurisdiction of the Court**

20 The Parties agree that the Court shall retain jurisdiction over the Parties, and
21 over this Settlement Agreement, in order to: (i) monitor and enforce compliance with
22 this Settlement Agreement, Order of Final Approval and/or any related order of this
23 Court; and/or (ii) resolve any disputes over this Settlement Agreement or the
24 administration of the benefits of this Settlement Agreement, including, disputes over
25 entitlement to payments sought by Class Counsel.

26 **2.19 Voiding the Settlement Agreement**

27 If any of the conditions set forth in the preceding paragraphs are not met and
28 satisfied, this Settlement Agreement shall, at the option of Defendant, be ineffective,

1 void, and of no further force and effect and shall not be used nor be admissible in any
2 subsequent proceedings either in this Court or in any other Court or forum. Defendant
3 may exercise its option, only on the terms provided herein, to void this settlement by
4 giving notice, in writing, to Plaintiffs and to the Court at any time prior to the
5 Effective Date.

6 **2.20 Parties' Authority**

7 The signatories hereto hereby represent that they are fully authorized to enter
8 into this Settlement Agreement and bind the Parties hereto to the terms and conditions
9 hereof.

10 **2.21 Mutual Full Cooperation**

11 The Parties agree to fully cooperate with each other to accomplish the terms of
12 this Settlement Agreement, including but not limited to, execution of such documents
13 and to take such other action as may reasonably be necessary to implement the terms
14 of this Settlement Agreement. The Parties to this Settlement Agreement shall use
15 their best efforts, including all efforts contemplated by this Settlement Agreement
16 and any other efforts that may become necessary by order of the Court, or otherwise,
17 to effectuate this Settlement Agreement and the terms set forth herein. As soon as
18 practicable after execution of this Settlement, Class Counsel shall, with the assistance
19 and cooperation of Defendant and its counsel, take all necessary steps to secure the
20 Court's final approval of this Settlement Agreement.

21 **2.22 No Prior Assignments**

22 The Parties hereto represent, covenant, and warrant that they have not directly
23 or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or
24 encumber to any person or entity any portion of any liability, claim, demand, action,
25 cause of action or rights herein released and discharged except as set forth herein.

26 **2.23 No Admission**

27 The Parties expressly recognize that the making of this Settlement Agreement
28 does not in any way constitute an admission or concession of wrongdoing on the part

1 of Defendant. Nothing in this Settlement Agreement, nor any action taken in
2 implementation thereof, nor any statements, discussions or communications, nor any
3 materials prepared, exchanged, issued, or used during the course of this Lawsuit, is
4 intended by the Parties to, nor will any of the foregoing constitute, be introduced, be
5 used or be admissible in any way in any other judicial, arbitral, administrative,
6 investigative, or other forum or proceeding, as evidence of any violation of any
7 federal, state, or local law, statute, ordinance, regulation, rule, or executive order, or
8 any obligation or duty at law or in equity. Neither this Settlement Agreement nor the
9 resulting Judgment and/or order approving the Settlement Agreement shall have any
10 collateral estoppel or other preclusive effect on Defendant or any Releasees, and the
11 Settlement shall not in any way establish any liability against Defendant or any
12 Releasees. Plaintiffs agree that there shall be no such effect and shall not contend
13 otherwise. Each of the Parties hereto has entered into this Settlement Agreement with
14 the sole purpose and intention to avoid further disputes and litigation with the
15 attendant inconvenience and expenses. In the event this Settlement Agreement is not
16 approved by the Court or otherwise does not become final, Defendant does not waive
17 any defenses or rights, including without limitation that this case is not suitable for
18 class treatment. This Settlement Agreement is a settlement document and shall,
19 pursuant to California Evidence Code Section 1152 and Federal Rule of Evidence
20 408 be inadmissible as evidence in any proceeding, except an action or proceeding to
21 approve, interpret, or enforce this Settlement Agreement.

22 **2.24 Enforcement Actions**

23 In the event that one or more of the Parties to this Settlement Agreement
24 institutes any legal action, arbitration, or other proceeding against any other party to
25 enforce the provisions of this Settlement Agreement or to declare rights and/or
26 obligations under this Settlement Agreement, the successful party shall be entitled to
27 recover from the unsuccessful party reasonable attorneys' fees and costs, including
28 expert witness fees incurred in connection with any enforcement actions.

2.25 Notices

Unless otherwise specifically provided herein, all notices, demands, or other communications given hereunder shall be in writing and shall be deemed to have been duly given as of the fifth business day after mailing by United States registered or certified mail, return receipt requested, addressed as follows:

To Plaintiffs and the Settlement Class:

Kelsey Szamet
Kingsley & Kingsley APC
16133 Ventura Blvd. Ste. 1200
Encino, California 91436

and

John P. Briscoe,
Mayall Hurley P.C.
2453 Grand Canal Blvd.
Stockton, California 95207

To Defendant

Heather D. Hearne
The Kullman Firm
4605 Bluebonnet Blvd., Ste. A
Baton Rouge, Louisiana 70809

2.26 Construction

The Parties hereto agree that the terms and conditions of this Settlement Agreement are the result of lengthy, intensive, arms-length negotiations between the Parties and that this Settlement Agreement shall not be construed in favor of or against any party by reason of the extent to which any party or his or her or its counsel participated in the drafting of this Settlement Agreement.

2.27 Captions and Interpretations

Paragraph titles or captions contained herein are inserted as a matter of convenience and for reference, and in no way define, limit, extend, or describe the scope of this Settlement Agreement or any provision hereof. Each term of this

1 Settlement Agreement is contractual and not merely a recital.

2 **2.28 Modification**

3 This Settlement Agreement may not be changed, altered, or modified, except
4 in writing and signed by Defendant and the Named Plaintiffs hereto. This Settlement
5 Agreement may not be discharged except by performance in accordance with its terms
6 or by a writing signed by the Parties hereto.

7 **2.29 Integration Clause**

8 This Settlement Agreement contains the entire agreement between the Parties
9 relating to the settlement and transaction contemplated hereby, and all prior or
10 contemporaneous agreements, understandings, representations, and statements,
11 whether oral or written and whether by a party or such party's legal counsel, are
12 merged herein. No rights hereunder may be waived except in writing.

13 **2.30 Binding on Assigns**

14 This Settlement Agreement shall be binding upon and inure to the benefit of
15 the Parties hereto and their respective heirs, trustees, and executors, administrators,
16 successors, and assigns.

17 **2.31 Class Counsel Signatories**

18 It is agreed that because the members of the Settlement Classes are so
19 numerous, it is impossible or impractical to have each member of the Settlement
20 Class execute this Settlement Agreement. It is agreed that this Settlement Agreement
21 may be executed on behalf of the Settlement Class by Class Counsel and the Named
22 Plaintiffs, and it shall have the same force and effect as if executed by each member
23 of the Settlement Class.

24 **2.32 Incorporation of Exhibits**

25 All exhibits attached hereto are incorporated by reference and are a material
26 part of this Settlement Agreement. Any notice, order, judgment, or other exhibit that
27 requires approval of the Court must be approved without material alteration from its
28 current form in order for this Settlement Agreement to become effective.

2.33 Reasonableness of Settlement Agreement

The Parties believe that this is a fair, reasonable, and adequate settlement and have arrived at this settlement through arms-length negotiations, taking into account all relevant factors, present and potential.

2.34 California Law and Interpretation

All terms of this Settlement Agreement and its exhibits will be governed and interpreted by and according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles. However, if the Court determines that the Release of Claims in Section 2.9 above is unenforceable, for whatever reason, the entire Settlement Agreement will become null and void *ab initio*.

2.35 Counterparts

This Settlement Agreement may be executed in counterparts and/or by facsimile signature ("counterpart"), and when each party has signed and delivered at least one such counterpart, each counterpart shall be deemed an original, and, when taken together with other signed counterparts, shall constitute one Settlement Agreement, which shall be binding upon and effective as to all Parties.

2.36 Confidential Documents

Named Plaintiffs and Class Counsel agree (a) that they will return to Defendant all documents and information provided to them by Defendant, including all copies of the same, and they will destroy any documents in their possession which contain or reflect confidential or settlement-related documents and information provided to them by Defendant within thirty (30) days of certification by the Claims Administrator that all required payments from the Settlement Fund have been made and (b) that none of the other documents and information provided to them shall be used for any purposes other than prosecution of this Action.

2.37 No Reliance on Defendant's Representations

Plaintiffs represent and acknowledge that in executing this Agreement, they do

not rely on and have not relied upon any representation or statement that is not set forth herein and/or in the Stipulation of Settlement made by Defendant or any of the Releasees or their agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement or otherwise.

2.38 Interim Stay of Proceedings.

Upon full execution of this Agreement, the Parties agree that based upon Code of Civil Procedure §583.310 ("the 5-year rule"), the Lawsuit shall be stayed in its entirety except for the proceedings necessary to implement and complete the Settlement.

2.39 Entire Agreement

After this Settlement Agreement is fully executed by the Parties, it will constitute the entire agreement of the Parties. No oral representations, warranties, inducements, or writings have been made by any Party concerning this Settlement Agreement, other than those expressly stated herein.

IN WITNESS WHEREOF, Plaintiffs, Defendant, and Plaintiffs' Counsel have executed this Settlement Agreement as of the date(s) indicated on the lines below.

Dated: April ¹⁵__, 2022

REPRESENTATIVE PLAINTIFF, on behalf of himself and all others similarly situated

DocuSigned by:
By: Damont Richardson
7A83001ED37B4DF...

Damont Richardson

Dated: April __, 2022

REPRESENTATIVE PLAINTIFF, on behalf of himself and all others similarly situated

By: _____
Raoof Sayad

not rely on and have not relied upon any representation or statement that is not set forth herein and/or in the Stipulation of Settlement made by Defendant or any of the Releasees or their agents, representatives, or attorneys with regard to the subject matter, basis, or effect of this Agreement or otherwise.

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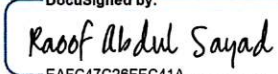
Dated: April __, 2022

REPRESENTATIVE PLAINTIFF, on behalf of himself and all others similarly situated

By: _____
Damont Richardson

Dated: April __, 2022
4/14/2022

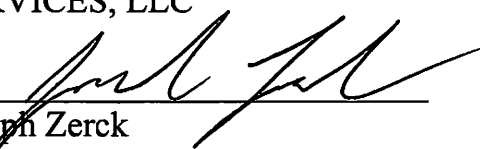
REPRESENTATIVE PLAINTIFF, on behalf of himself and all others similarly situated

By:  _____
Raoof Sayad

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Dated: April 19, 2022

DEFENDANT PEGASUS AVIATION
SERVICES, LLC

By: 
Joseph Zerck
President

APPROVED ON BEHALF OF THE REPRESENTATIVE PLAINTIFFS AND AS
A SUBSTANTIVE RECOMMENDATION TO THE COURT ON BEHALF OF
THE SETTLEMENT CLASS

Dated: April __, 2022

KINGSLEY & KINGSLEY, APC

By: _____
Kelsey M. Szamet

Dated: April __, 2022

MAYALL HURLEY P.C.

By: _____
John P. Briscoe

1 Dated: April __, 2022

DEFENDANT PEGASUS AVIATION
SERVICES, LLC

2
3 By: _____

4 Joseph Zerck

President

5 APPROVED ON BEHALF OF THE REPRESENTATIVE PLAINTIFFS AND AS
6 A SUBSTANTIVE RECOMMENDATION TO THE COURT ON BEHALF OF
7 THE SETTLEMENT CLASS

8 Dated: April 18, 2022

KINGSLEY & KINGSLEY, APC

9
10 By: _____

Kelsey M. Szamet

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12 Dated: April 14, 2022

MAYALL HURLEY P.C.

13
14 By: _____

John P. Briscoe

EXHIBIT "1"

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SUPERIOR COURT OF CALIFORNIA
IN AND FOR THE COUNTY OF SAN MATEO

DAMONT RICHARDSON AND RAOOF
SAYAD, individuals, on behalf of themselves
and others similarly situated,

Plaintiff(s),

v.

PEGASUS AVIATION SERVICES, LLC;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO. 21-CIV-00292

CLASS ACTION

PROPOSED ORDER GRANTING
PRELIMINARY APPROVAL

Plaintiffs' motion for an order preliminarily approving a class action and PAGA settlement and setting a settlement hearing, came on regularly for hearing on May 12, 2022 at 9:00 a.m. Defendant Pegasus Aviation Services (herein "Pegasus" or "Defendant") has submitted its non-opposition to the motion. The Court has considered the Stipulation of Settlement of Class and Representative Action (and its exhibits), the submissions of counsel, and all other papers filed in this action. The matter having been submitted and good cause appearing therefore, the Court finds as follows:

All defined terms contained herein shall have the same meanings as set forth in the Stipulation of Settlement of Class and Representative Action executed by the Settling Parties and filed with this Court (the "Settlement Agreement");

1 The Named Plaintiffs and class representatives, through their counsel of record in the
2 Litigation and per the terms of the Settlement Agreement, have reached an agreement to resolve
3 the Litigation and settle all Released Claims;

4 The Class consists of all hourly, non-exempt employees of Defendant Pegasus Aviation
5 Services, LLC who worked for Defendant in California at any time between January 21, 2017 and
6 January 31, 2022.

7 The Court conditionally finds that, for the purposes of approving this settlement only and
8 for no other purpose and with no other effect, the proposed Class meets the requirements for
9 certification under California Code of Civil Procedure, section 382: (a) the proposed Class is
10 ascertainable and so numerous that joinder of all members of the class is impracticable; (b) there
11 is a well-defined community of interest in the questions of law and fact common to the proposed
12 Class; (c) the claims of the Class Representatives are typical of the claims of the members of the
13 proposed Class; (d) the Class Representatives will fairly and adequately protect the interests of the
14 proposed Class Members; (e) a class action is superior to other available methods for an efficient
15 adjudication of this controversy, especially given the settlement context here; and (f) the counsel
16 of record for the Class Representatives are qualified to serve as counsel for the Class
17 Representatives in their own capacity as well as their representative capacity and for the Class;

18 The moving party has presented to the Court for review a Stipulation of Settlement of
19 Class and Representative Action. The Stipulation is within the range of reasonableness and meets
20 the requirements for preliminary approval;

21 The moving party has also presented to the Court for review a plan to provide notice to
22 the Members of the proposed Class which sets out the terms of the settlement and the Class
23 Members' options including, inter alia, their options (i) to opt out of the Class, (ii) to be represented
24 by counsel of their choosing, and (iii) to object to the terms of the settlement. The Notices will be
25 mailed to all Class Members at their Last Known Addresses. The plan regarding Notices proposed
26 by the Settling Parties is the best practical under the circumstances and satisfies pertinent due
27 process requirements and the requirements of the California Code of Civil Procedure.

1 Good cause appearing therefore, IT IS HEREBY ORDERED that:

2 1. Pursuant to California Code of Civil Procedure, section 382 and California
3 Rules of Court, rule 3.764, the Class is provisionally certified, and the Stipulation of Settlement
4 and Release of Class and Representative Action is preliminarily approved;

5 2. Notice of the proposed settlement, and the rights of Class Members to opt
6 out of the settlement or object to the settlement, shall be given by mailing of the Notice by first
7 class mail, postage prepaid, to all Class Members pursuant to the applicable provisions in the
8 Settlement Agreement. Defendant shall provide the Claims Administrator with the information
9 necessary to conduct this mailing as set forth in the Settlement Agreement;

10 3. The Court hereby appoints, for settlement purposes only, Plaintiffs Damont
11 Richardson and Raoof Sayad, as Class Representatives;

12 4. The Court hereby appoints as Class Counsel, for settlement purposes only,
13 the following: Kelsey M. Szamet of Kinglsey & Kingsley, Davtyan Law Firm, and John Briscoe
14 of Mayall Hurley P.C.;

15 5. The Court hereby appoints ILYM Group, Inc. as the Claims Administrator;

16 6. Defendant has agreed to pay Class Counsel their reasonable attorneys' fees
17 in this matter in the maximum total gross amount not to exceed one-third of the Gross Settlement
18 Amount (currently estimated to be \$126,666.66) as well as certain allowable costs in this matter
19 up to the maximum gross amount of \$27,000, and Defendant has agreed to pay enhancement
20 awards totaling \$8,000 and consisting of \$5,000 to Damont Richardson and \$3,000 to Raoof
21 Sayad, both as Class Representatives, to reimburse them for their unique services and execution
22 of general releases. The Court preliminarily finds that these agreements are fair and reasonable;

23 A hearing shall be held before this Court on September 29, 2022 at 9:00 a.m. to
24 consider whether the settlement should be given final approval by the Court:

25 (a) Written objections by Class Members to the proposed settlement or to Class
26 Counsel's request for attorneys' fees, costs, or the enhancement award will be considered if
27 received by the Claims Administrator on or before the Notice Response Deadline;

(b) At the Settlement Hearing, Class Members who have filed timely written objections may be heard orally in support of, or in opposition to, the settlement or the award of attorneys' fees, costs, or the enhancement award;

(c) Class Counsel and counsel for Defendant should be prepared at the hearing to respond to objections filed by Class Members, if any, and to provide, as appropriate, other information bearing on whether or not the settlement should be approved; and

(d) In the event that the Effective Date occurs, all Settlement Class Members will be deemed to have forever released and discharged the Released Claims. In the event that the Effective Date does not occur for any reason whatsoever, the Settlement Agreement shall be deemed null and void and shall have no effect whatsoever;

(e) Prior to the Settlement Hearing, Plaintiffs shall file a motion for final approval of the settlement, and Class Counsel shall file a motion for an award of attorneys' fees, costs, and the enhancement award; and

(f) The Court orders the following implementation schedule for further proceedings:

Event	Timing
(a) Deadline for Defendant to send class data to settlement administrator	_____, 2022 (7 days after Preliminary Approval Date)
(b) Notice Mailing Deadline (i.e., deadline for settlement administrator to mail class action notices to class members)	_____, 2022 (30 days after settlement administrator receives class data)
(c) Deadline for Class Counsel to file motion for attorneys' fees, costs, and Class Representative enhancement award	Per Code

(d) Notice Response Deadline (i.e., deadline to opt out, object, or for former employees to file claims)	_____ 2022 (60 days after Class Notices are mailed)
(e) Deadline for Class Counsel to file motion for final approval of settlement	_____ 2022 (16 court days before Final Approval Hearing)
(f) Deadline for Claims Administrator to file declaration of due diligence.	_____ 2022 (21 days before Final Fairness Hearing)
(g) Final Fairness Hearing	September 29, 2022 at 9:00 a.m. (140 days after Preliminary Approval Date)

PURSUANT TO STIPULATION, IT IS SO ORDERED.

DATED: May ___, 2022

Hon. Danny Chou
Judge, San Mateo Superior Court

EXHIBIT "2"

***DAMONT RICHARDSON AND RAOOF SAYAD, individuals, on behalf of themselves
and others similarly situated v. PEGASUS AVIATION SERVICES, LLC***

**NOTICE OF PENDING CLASS ACTION AND REPRESENTATIVE
SETTLEMENT**

**PLEASE READ THIS NOTICE CAREFULLY AS YOUR LEGAL
RIGHTS MAY BE AFFECTED.**

**AUTHORIZED BY THE SUPERIOR COURT FOR THE COUNTY OF SAN MATEO
21-CIV-00292**

YOU ARE RECEIVING THIS NOTICE BECAUSE THE BUSINESS RECORDS OF PEGASUS AVIATION SERVICES, LLC (“PEGASUS” OR “DEFENDANT”) INDICATE THAT YOU WERE EMPLOYED BY PEGASUS IN THE STATE OF CALIFORNIA AS AN HOURLY, NON-EXEMPT EMPLOYEE AT SOME TIME DURING THE PERIOD BEGINNING JANUARY 21, 2017 AND ENDING JANUARY 31, 2022 (HEREAFTER CALLED THE “CLASS PERIOD”).

THIS NOTICE PROVIDES YOU WITH INFORMATION ON A CLASS AND REPRESENTATIVE ACTION SETTLEMENT, WHICH MAY AFFECT YOUR RIGHTS AND WHICH MAY ENTITLE YOU TO A SETTLEMENT PAYMENT.

THE COURT HAS NOT YET ISSUED ANY FINAL RULINGS ON THE OUTCOME OF THE CASES FILED AGAINST PEGASUS. THE PLAINTIFFS (THOSE WHO FILED THE LAWSUITS AGAINST PEGASUS) BELIEVE THAT THE CLAIMS SET FORTH IN THE CASES ARE VALID. PEGASUS HAS DENIED THE CLAIMS AND ASSERTED THAT IT PROPERLY COMPENSATED ITS EMPLOYEES AND OTHERWISE COMPLIED WITH CALIFORNIA LAW. THUS, THIS NOTICE IS NOT AN EXPRESSION OF THE COURT’S VIEWS ON THE MERITS OF ANY CLAIMS OF THE PLAINTIFFS OR ANY DEFENSE RAISED BY PEGASUS. THIS NOTICE IS SOLELY INTENDED TO ADVISE YOU OF THE EXISTENCE OF THE LAWSUIT, AND THE SETTLEMENT THAT IS PENDING, AND OF YOUR RIGHTS ARISING OUT OF THE SETTLEMENT.

PEGASUS TAKES THE POSITION THAT IT HIGHLY VALUES ITS EMPLOYEES, AND THAT, INSTEAD OF SPENDING ADDITIONAL RESOURCES ON THE LITIGATION, IT HAS AGREED TO MAKE PAYMENTS TO PERSONS WHO WERE EMPLOYED AS HOURLY, NON-EXEMPT EMPLOYEES IN CALIFORNIA DURING THE CLASS PERIOD.

This Notice provides instructions on the following options available to you:

If You Wish to Receive a Settlement Payment – Take No Action At All.	If you do not opt out of (exclude yourself from) the settlement, you will automatically be included and be a settlement participant. If the Court approves the settlement, you will then have a settlement payment mailed to you (approximately six months from now) without having to submit any claim form or take any other action. By participating in the settlement, you will be releasing (giving up) the claims as set forth below in Section VI. If you take no action and thereby participate in the settlement, and the Court later approves the settlement, you will be mailed a settlement payment in the gross amount currently estimated at << merge settlement amount >>, less pertinent deductions and withholdings.
You Can Exclude Yourself from (or “opt out of”) the Settlement	If you do not want to be a part of the settlement and do not want to receive a settlement payment, you must exclude yourself by [NOTICE RESPONSE DEADLINE] . Instructions on how to do this are below in Section V.C. If you opt out of the settlement, you will not receive any payment as part of this settlement, but you will retain any rights against Pegasus relating to the claims in this case that you could assert personally.
Object to the Settlement	If you want to object to the settlement, you can submit a written objection, which must be postmarked by [NOTICE RESPONSE DEADLINE – 60 days from mailing date] . Instructions on how to do this appear below in Section V.D.

I. INTRODUCTION AND SUMMARY OF THE LAWSUITS

Plaintiffs Damont Richardson and Raoof Sayad (“Plaintiffs”) allege that Pegasus violated the California Labor Code, Wage Order 4, and other applicable wage and hour laws and statutes. They have asserted, on behalf of themselves and other Class Members, the following claims: (1) failure to pay wages and/or overtime (Lab. Code §§ 510, 1194, and 1199); (2) failure to provide meal breaks (Lab. Code §§ 226.7 and 512); (3) failure to pay sick leave at the correct rate (Lab. Code §§ 218, 233, 246); (4) failure to provide rest periods or pay premiums at the correct rate (Lab. Code § 226.7); (5) failure to furnish accurate, itemized wage statements (Lab. Code § 226(a)); (6) waiting time penalties (Lab. Code §§ 201-203); (7) unfair competition (Bus. & Prof. Code §§ 17200, *et seq.*); and (8) civil penalties (Lab. Code §§ 2699, *et seq.*).

Pegasus denies all of the Plaintiffs’ claims. Specifically, Pegasus denies that overtime payments were miscalculated and/or that any wages are owed and further denies the derivative claims for wage statement and waiting time penalties. Likewise, Pegasus avers that Class Members are provided ample opportunities for meal periods and rest breaks in compliance with California law. Nevertheless, and although Pegasus does not admit liability, Pegasus has worked with the Plaintiffs and their lawyers in this case to reach a settlement. If the settlement is approved by the Court, it will ensure monies are paid to Pegasus’ employees and former employees who worked for Pegasus during the Class Period. You have received this Notice because Pegasus’ records indicate that you were employed by Pegasus in California as an hourly, non-exempt employee at some point during the Class Period.

II. THE PEOPLE RECEIVING THIS NOTICE

The Plaintiffs who filed this lawsuit are pursuing it as a proposed class and representative action. In class and representative actions, one or more persons bring claims on behalf of themselves and also seek to bring those same claims on behalf of others who they believe have similar claims.

This Notice is being mailed to the last known addresses of all hourly, non-exempt employees of Pegasus, who worked for Pegasus in California at any time between January 21, 2017 and January 31, 2022 (“Class Members”).

Pegasus will not retaliate in any way against any class members for exercising any rights described in this Notice or for participating in the settlement. Whether and how you respond to this notice will have no effect on your employment at Pegasus.

III. THE ALLEGATIONS BY PLAINTIFFS

Plaintiffs assert several claims against Pegasus relating to the terms and conditions of their employment, including the California Labor Code, California’s Private Attorneys General Act (“PAGA”), and the California Business and Professions Code. Specifically, they allege that Pegasus did not (1) pay regular and premium wages, including overtime pay, sick pay, and/or vacation wages, at the appropriate rates; (2) provide class members with proper meal and rest periods or appropriate compensation in lieu of such periods; (3) furnish accurate, itemized wage statements; (4) timely pay terminated employees all wages owed. Plaintiffs sought to bring their lawsuits on behalf of all non-exempt employees of Pegasus, who worked for Pegasus in California at any time between January 21, 2017 and January 31, 2022 (all these persons are referred to in this Notice as the “Class”).

Pegasus has carefully reviewed and considered the claims in this lawsuit in detail, and denies them. Pegasus also asserted defenses to those claims. Pegasus believes that it has always compensated its employees properly and that it has very strong arguments to prevail in this action. Nonetheless, Pegasus has chosen to work with Plaintiffs and their lawyers to resolve these matters on mutually agreeable terms to avoid the expense and disruption of continued litigation and, instead, to provide for payments to its valued employees.

IV. DESCRIPTION OF THE SETTLEMENT

A. Summary of the Settlement

On behalf of the Class, Plaintiffs have reached a voluntary settlement agreement with Pegasus. The total amount of the settlement is \$380,000. This amount is referred to below as the

“Gross Settlement Amount.” This amount will cover payments to participating Class Members as well as (i) attorneys’ fees that are awarded by the Court (as described below, Class Counsel may request fees not to exceed one-third of the Gross Settlement Amount, currently estimated to be \$126,666.66); (ii) court costs allowed by the Court (Class Counsel will seek reimbursement in an amount not to exceed \$27,000, to reimburse them for the costs they incurred in this case), (iii) enhancement payments of \$8,000 total to the two named Plaintiffs; (iv) the costs of administering the settlement, estimated to be \$8,000, and (v) a payment of \$15,000 to the California Labor and Workforce Development Agency. The settlement and these specific and estimated payments are all subject to the approval of the Court.

Pegasus has not admitted any liability or wrongdoing. A full copy of the settlement agreement, which is entitled the Stipulation of Settlement and Release of Class and Representative Action, as well as other public documents filed with regard to this matter, can be inspected in the Office of the Court Clerk (see below) or at this website: [WEBSITE ADDRESS]. After its initial review of the settlement, the Court has granted preliminary approval of the settlement, and has directed the parties to send this Notice.

As set forth in greater detail in the Release of Claims section below, Class Members who do not opt out of (exclude themselves from) the settlement will give up any claims against Pegasus and its affiliates relating to their compensation, meal and rest periods, and others, as set forth more fully in the Release of Claims section below, for the time period of January 21, 2017 through January 31, 2022. Class Members who opt out of the settlement will not be subject to this release, but they also will not receive any payment under this settlement.

B. What Will I Get Under the Settlement?

Class Members who do not opt out of the settlement will automatically be mailed a settlement payment approximately 90 days following final approval by the Court (approximately 180 days from now), if the Court in fact grants final approval. The payments to the Class Members will be calculated according to the number of paychecks issued by Defendant to each Class Member during the Class Period divided by the total number of paychecks issued to all Class

Members during the Class Period. Therefore, those Class Members who worked more qualifying workweeks, and therefore received more paychecks, will receive larger settlement checks than those who received fewer paychecks during the Class Period, which begins on January 21, 2017 and runs through January 31, 2022. Your anticipated settlement payment is set forth in the first row of the table above.

C. Is My Settlement Payment Taxed?

Defendant will report one third (33.33%) of the total payment you receive to relevant government entities as a wage payment, and will report the remaining two thirds (66.67%) as a non-wage payment. This means you will receive a W-2 for one third of any payment and a 1099 for the remaining two thirds of any payment. The wage portion of the payment you receive under the settlement will be subject to required wage withholdings and deductions. These amounts will be deducted from the payment you receive, and so the net amount that you will be paid if you remain a part of the settlement will be lower than the gross amount of the payment listed above. For tax purposes, the payment will be reported in the tax year that the settlement payment is mailed to you.

Each Class Member will be solely responsible for the required tax reporting of any payment received under this settlement and for paying any taxes associated with the payment. Neither Pegasus, Plaintiffs, nor their attorneys (referred to below as “Class Counsel”) make any representations concerning the tax consequences of this settlement or your participation in it. If you have any questions about the tax consequences of the payments you may receive under the settlement, you should consult your tax advisor.

D. How Much Will Class Counsel Be Paid in Attorneys’ Fees?

As stated above, Class Counsel will request that the Court award them attorneys’ fees equal to one-third of the Gross Settlement Amount, or approximately \$126,666.66. Class Counsel will also seek reimbursement in an amount not to exceed \$27,000 to reimburse them for the costs they incurred in this case, which will also be subject to Court approval.

V. THE RIGHTS AND OPTIONS OF CLASS MEMBERS

Class Members like you have three options, as follows:

- (i) You **can take no action and you will be automatically included in the settlement and mailed a settlement payment.** See Section B below for more details. If you take no action, you will remain in the settlement class, and you will release your Released Claims as set forth below.
- (ii) You may **opt out of (exclude yourself from) the settlement** by sending a written request to the Claims Administrator no later than [NOTICE RESPONSE DEADLINE]. If you opt out, you will **not** receive a settlement payment, and you will not release any claims against Pegasus, but you will retain any rights against Pegasus relating to the claims in this case that you could assert personally. See Section C below for more details.
- (iii) You may **object to the settlement** by submitting your written objections in the manner described below no later than [NOTICE RESPONSE DEADLINE]. If you object to the settlement, you will still remain in the Class, release your Released Claims and participate in the settlement, assuming it is approved by the Court. See Section D below for more details.

A. How Do I Make Corrections to My Name or Address?

If you wish to change the name or address listed on the envelope in which this Notice was sent, please complete Form “A” attached to this Notice and submit it to the Claims Administrator before the deadline specified on the form.

B. How Do I Receive Payment?

If the settlement is finally approved by the Court, you will not need to take any action to be sent a settlement payment. As long as you do not opt out of the settlement, the claims administrator will mail your settlement payment to the address to which this notice was sent unless you update your address. Class Members who take no action and remain in the Class will give up the Released Claims.

Class Members who remain in the Class will be represented by Plaintiffs and their Class Counsel. The following lawyers have been appointed as lead Class Counsel in this matter for purposes of this settlement and the associated approval process:

Kinglsey & Kingsley, APC
Eric B. Kingsley, Esq.
Kelsey M. Szamet
16133 Ventura Blvd., Ste. 1200
Encino, California 91436
eric@kingsleykingsley.com
kelsey@kingsleykingsley.com

Davtyan Law Firm, Inc.
Emil Davtyan, Esq.
880 E. Broadway
Glendale, California 91205
emil@davtyanlaw.com

Mayall Hurley, P.C.
John Briscoe
2453 Grand Canal Blvd.
Stockton, California 95207
jbriscoe@mayalllaw.com

Class Members who remain in the Class may choose to retain their own attorneys. Class Members who choose this option will be responsible for their own attorneys' fees and costs.

Class Members who do not opt out of the settlement may also object to the terms or nature of the settlement at or prior to the hearing on the settlement using the procedure set forth below.

C. How Do I Opt Out of the Settlement?

Class members may elect to "opt out" of the settlement and thus exclude themselves from this litigation and the associated settlement and judgment. **Class Members who opt out will NOT receive a payment** and will remain free, subject to the statute of limitations and other similar restrictions, to bring claims against Pegasus relating to the alleged violations described above.

Class Members who wish to opt out of this settlement must mail a timely written request to the Claims Administrator at [CLAIMS ADMINISTRATOR ADDRESS]. The opt out request must state the Class Member's full name, address, date of birth, and the dates of employment by Pegasus, and it must contain the following or a substantially similar statement: "I wish to opt out of the *Richardson v. Pegasus* settlement, and I understand by doing so, I will not receive a payment." To be effective, the request to opt out must be postmarked on or before [Notice

Response Deadline]. This deadline is final and opt out requests that are not postmarked on or before that date will not be honored.

D. How Do I Object to or Raise Issues Concerning the Settlement?

If you do not opt out of the settlement, you can submit a written objection to any terms of the settlement. Any written objection must be in writing and include your full name, address, telephone number, and signature. Any written objection must include a statement that you object to the settlement in *Richardson v. Pegasus*, Case No. 21-CIV-00292, and the reason(s) for your objection. Such objection must be mailed to **[CLAIMS ADMINISTRATOR ADDRESS]** no later than **[NOTICE RESPONSE DEADLINE]**. The Claims Administrator will then provide your objection to the parties' attorneys to provide to the Court for its review. You or persons purporting to act on your behalf may appear at the Final Fairness and Approval Hearing in person to state any purported objection to the Settlement. The Court will determine the validity of any purported objection. If the Court overrules your objection, you will still remain in the Class, be entitled to receive your payment, and you will release the claims as set forth below in Section VI.

If you do not opt out of the settlement, and you have reason to believe that the anticipated payment reflected above is incorrect, you may dispute this determination. The settlement payment set forth above for you was based on Pegasus' payroll records, which reflect that you worked <MERGE> pay periods as an hourly, non-exempt employee in California during the Class Period, and only such weeks count toward the settlement formula in relation to all the weeks worked by all the Class Members. If you can demonstrate that this calculation is in error, you can submit a dispute. To do so, you must send whatever proof you have to support your belief, including copies of documents (such as pay stubs) or other information to support your dispute. Your dispute must be in writing and must be mailed to the address for the Claims Administrator listed above and must be postmarked **by [NOTICE RESPONSE DEADLINE]**; disputes not postmarked by that date will be considered waived and will not be considered. After you submit a dispute, the Claims Administrator will consult with Pegasus and Class Counsel and provide a response.

DOCUMENTATION SENT TO THE CLAIMS ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.

VI. RELEASE OF CLAIMS

All Class Members who do not opt out of the settlement will be subject to this settlement and the judgment to be entered in this litigation. This means that Class Members will release and discharge Pegasus and all of its past and present successors, subsidiaries, investors, parents, holding companies, sister and affiliated companies, divisions and other related entities, including but not limited to Akima, LLC, as well as each of their respective successors, predecessors, shareholders, subsidiaries, investors, parents, sister and affiliated companies, officers, directors, partners, assigns, agents, employees, principals, heirs, administrators, attorneys, vendors, accountants, auditors, consultants, fiduciaries, insurers, reinsurers, employee benefit plans, and representatives of each of them, both individually and in their official capacities, past or present, as well as all persons acting by, through, under, or in concert with any of these persons or entities (herein collectively, “Released Parties”) from any and all claims, debts, liabilities, demands, obligations, guarantees, penalties, costs, expenses, attorneys’ fees, damages, actions or causes of action whatever kind or nature, contingent or accrued, during the Class Period and arising out of the dispute which is the subject of the Lawsuit or which could have been asserted in the Lawsuit based on the facts alleged therein and that accrued at any point on or prior to January 31, 2022, including without limitation the following categories of claims or allegations:

(a) (i) failure to pay any and all regular or premium wages, including but not limited to overtime wages, sick wages, or vacation wages; (ii) failure to provide sufficient meal and/or rest periods and/or to pay premiums in lieu thereof; (iii) failure to pay minimum wages; (iv) failure to timely pay all wages due to discharged, quitting or otherwise terminated employees; (v) failure to furnish accurate itemized wage statements; (vi) failure to comply with payroll or wage record-keeping requirements; (vii) failure to pay for accrued unused vacation hours and personal time off (“PTO”); and (viii) failure to reimburse business expenses;

(b) any and all claims alleging statutory violations arising from the same categories of allegations set forth above in Paragraph VI(a), including without limitation claims under the California Labor Code sections 201, 202, 203, 218.5, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, 1199, *et seq.*, any applicable California Industrial Welfare Commission Wage Orders, California Business & Professions Code sections 17200 *et seq.*, and the California Private Attorneys General Act, Labor Code section 2698 *et seq.*;

(c) any and all claims for penalties or liquidated damages or other available remedies arising from the categories of allegations set forth above in Paragraph IV(a) and (b), including without limitation claims under the California Labor Code sections 201, 202, 203, 218.5, 226, 226.3, 226.7, 233, 246, 510, 512, 558, 1174, 1194, 1194.2, 1197, 1198, 1199 *et seq.*, any applicable California Industrial Welfare Commission Wage Orders, California Business & Professions Code sections 17200 *et seq.*, and the California Private Attorneys General Act, Labor Code section 2698 *et seq.*;

(d) any and all claims for interest, costs, or attorneys' fees arising from the categories of allegations set forth above in Paragraph VI(a) and (b), including without limitation claims under California Labor Code sections 218.5, 1194, and 2699(g)(1) and California Code of Civil Procedure section 1021.5; and

(e) to the extent not covered by the above, any and all claims that were or reasonably could have been pled in this lawsuit, based on the facts alleged in the operative complaint.

All of these released claims are collectively referred to in this Notice as "Released Claims." The Released Claims include claims under the California Private Attorneys General Act of 2004, codified at California Labor Code sections 2698 *et seq.*, for which the Class is being granted additional consideration, including a payment of \$15,000 to the California Labor and Workforce Development Agency pursuant to this settlement.

Each Class Member who does not opt out of the settlement will release the Released Claims set forth in this Section of the Notice.

VII. FINAL FAIRNESS HEARING

On [INSERT DATE], the Court granted preliminary approval for the settlement of the case as a class and collective action, ordered that this Notice of Pending Settlement be mailed to all Class Members and scheduled a hearing on final approval for [INSERT DATE]. This hearing will take place before the Hon. Danny Chou, Dept. 22, Courtroom I, Central Court, 800 North Humboldt, San Mateo, California. Class Members can express their views on the settlement at or before this hearing but you are not required to do so, nor are you required to attend this hearing to receive payment or exercise other rights. Given the COVID-19 situation and associated social distancing requirements, please be advised that virtual attendance at the Final Approval Hearing may be possible via Zoom. Information on how to join the hearing via Zoom is available on the court's website: http://www.sanmateocourt.org/court_divisions/civil/dept22.php. The Final Approval Hearing may be continued without further notice to the Class, but Class Members can consult Court's website and/or the Claims Administrator's website to confirm the hearing date and time.

Prior to this hearing, the Claims Administrator will present any timely written objections to the Court, and the Court will hear any oral objections.

Again, your attendance at this hearing is completely optional, and Class Members do not need to appear at this hearing or take any other action to receive payment.

VIII. EXAMINATION OF PAPERS FILED IN THIS LAWSUIT

This Notice does not include all the details set forth in the full Settlement Agreement. All persons whose rights may be affected by the settlement described above, as well as the general public, may inspect the files (including the full settlement agreement) through the Court Clerk at the following address: Central Court, 800 North Humboldt, San Mateo; (650) 261-5122. You may need to make an appointment to do so.

In addition, at this website [WEBSITE ADDRESS], you can obtain copies of the following documents: (a) the operative complaint; (b) the operative answer to the complaint filed by Pegasus; (c) the complete settlement agreement; (d) the motion for preliminary approval; and (e) the order

granting preliminary approval and setting the **[INSERT DATE]** hearing on the settlement; and (f) Class Counsel's application for attorneys' fees and costs.

The Court's final judgment will be posted on the Settlement Administrator's website **[WEBSITE ADDRESS]**.

*PLEASE DO NOT CALL OR WRITE THE COURT WITH QUESTIONS REGARDING THIS
ACTION.*

*IF YOU HAVE ANY QUESTIONS, PLEASE CALL OR WRITE THE
CLAIMS ADMINISTRATOR AT:*

[INSERT ADDRESS AND PHONE #]

FORM A
FOR
NOTICE TO CLASS MEMBERS RE: PENDENCY OF A CLASS ACTION
AND NOTICE
OF HEARING ON PROPOSED SETTLEMENT

Change of Name and/or Address Information

Pursuant to the class notice, I wish to change my name and/or mailing address information to the following:

Name:

Street and Apt. No., if any:

City, State and Zip Code:

For purposes of verification only, I began working at Defendant in

_____, _____.

(Month)

(Year)

I understand that all future correspondence in this action, including but not necessarily limited to important notices or payments to which I may be entitled, will be sent to the address listed above and not to the address previously used. I hereby request and consent to the use of the address listed above for these purposes.

Please be advised that further verification of this change of name or address may be sought by the Claims Administrator, via mail or by telephone. Thus it is critical that you provide your current phone number below.

DATED: _____, 2022

Submitted by:

Print Name

Signature

Current Telephone Number

PLEASE RETURN THIS FORM VIA UNITED STATES MAIL TO:

<Claims Administrator>

Re: *Richardson v. Pegasus Aviation Services, LLC* Class Action Settlement

ADDRESS

THIS FORM MUST BE POSTMARKED BY

**[NOTICE RESPONSE DEADLINE],
TO CHANGE YOUR ADDRESS**

EXHIBIT "3"

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9 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

10 **COUNTY OF SAN MATEO**

11 DAMONT RICHARDSON AND RAOOF
12 SAYAD, individuals, on behalf of themselves
13 and others similarly situated,

14 Plaintiff(s),

15 v.

16 PEGASUS AVIATION SERVICES, LLC;
17 and DOES 1 through 50, inclusive,
18 Defendants.

CASE NO. 21-CIV-00292

CLASS ACTION

**[PROPOSED] ORDER GRANTING FINAL
APPROVAL OF SETTLEMENT**

Judge: Hon. Danny Chou
Dept.: 22

Hearing Date:
Time:
Dept.:

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20 Having considered the Stipulation of Settlement and Release of Class and Representative
21 Action ("Settlement Agreement") and all other materials properly before the Court, and having
22 conducted an inquiry pursuant to the California Code of Civil Procedure section 382 and
23 California Rules of Court rule 3.764, the Court finds that the Stipulation was entered by the
24 parties in good faith and at arms' length, and the Stipulation is approved, including a total award
25 of attorneys' fees for Class Counsel in the amount of \$126,666.66 – representing \$108,333.33 to
26 Kingsley & Kingsley and \$18,333.33 to Mayall Hurley P.C.; allowable litigation costs and
27 expenses of \$27,000 – representing \$25,000.00 to Kingsley & Kingsley and \$2,000.00 to Mayall
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1 Hurley P.C.; enhancement awards in the total amount of \$8,000.00 to the Class Representatives,
2 representing \$5,000.00 to Damont Richardson and \$3,000.00 to Raoof Sayad; and an award of
3 civil penalties recovered under the Private Attorneys' General Act in the amount of \$20,000.00,
4 of which 75% or \$15,000.00 shall be distributed to the California Labor and Workforce
5 Development Agency as set forth in Cal. Lab. Code § 2699(i). The Clerk of the Court shall
6 forthwith enter the Judgment provided in the Stipulation. Defendant, itself or through the Claims
7 Administrator, shall deliver the payments to the Settlement Class Members, the Class
8 Representatives, and Class Counsel as provided for in this Order.

9 Capitalized terms used in this Order have same meaning as set forth in the Stipulation.

10 IT IS SO ORDERED.

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12 DATED: _____, 2022

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14 _____
15 The Honorable Danny Chou
16 Judge, San Mateo Superior Court
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EXHIBIT "4"

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN MATEO**

DAMONT RICHARDSON and RAOOF
SAYAD, individuals, on behalf of themselves
and others similarly situated,

Plaintiff(s),

v.

PEGASUS AVIATION SERVICES, LLC;
and DOES 1 through 50, inclusive,

Defendants.

CASE NO. 21-CIV-00292

CLASS ACTION

[PROPOSED] JUDGMENT

This matter came on for hearing upon the application of the Plaintiffs for approval of the settlement set forth in the Stipulation of Settlement (“Settlement Agreement”) in this matter. Due and adequate notice having been given to the Class, and the Court having considered the Settlement Agreement, all papers filed and proceedings had herein, and all oral and written comments received regarding the proposed settlement, and having reviewed the record in this litigation, and good cause appearing for issuance of this order,

IT IS HEREBY ORDERED, ADJUDGED, AND DECREED AS FOLLOWS:

1. The Court, for purposes of this Judgment, adopts all defined terms as set forth in the Settlement Agreement.

1 2. The Court has jurisdiction over the subject matter of the Litigation and the
2 Class Representatives, the Members of the Class, and Defendant.

3 3. The Court finds that the distribution of the Notice as provided for in the
4 Order Granting Preliminary Approval constituted the best notice practicable under the
5 circumstances to all Persons within the definition of the Class, and fully met the requirements of
6 due process under California law. Based on evidence and other material submitted in
7 conjunction with the Settlement Hearing, the actual notices to the Class were adequate.

8 4. The Court finds that the Litigation presented a good faith dispute over the
9 payment of wages, and the Court finds in favor of settlement approval.

10 5. The Court approves the settlement of the above-captioned action, as set
11 forth in the Settlement Agreement, including the releases and other terms set forth in the
12 Settlement Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The
13 Settling Parties are directed to perform in accordance with the terms set forth in the Settlement
14 Agreement. The Settling Parties are to bear their own costs, except as otherwise provided in the
15 Settlement Agreement.

16 6. Those Persons (identified in Exhibit 1 hereto) who have validly and timely
17 requested exclusion from the Class shall not be bound by the terms of this Judgment.

18 7. Solely for purposes of effectuating this settlement, this Court has certified
19 a class consisting of all Settlement Class Members, as that term is defined the Settlement
20 Agreement, and the Court deems this definition sufficient for purposes of due process and
21 California Code of Civil Procedure section 382 as well as California Rules of Court rule 3.764.

22 8. For purposes of approving this settlement only, this Court finds and
23 concludes that: (a) Settlement Class Members are ascertainable and so numerous that joinder of
24 all members is impracticable; (b) there are questions of law or fact common to the Settlement
25 Class, and there is a well-defined community of interest among Settlement Class Members with
26 respect to the subject matter of the Litigation; (c) the claims of the Class Representatives are
27 typical of the claims of the Settlement Class; (d) the Class Representatives have fairly and
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adequately protected the interests of the Settlement Class; (e) a class action is superior to other available methods for an efficient adjudication of this controversy; and (f) Class Counsel are qualified to serve as counsel for the plaintiffs in their individual and representative capacities and for the Settlement Class.

9. By this Judgment, subject to the occurrence of the Effective Date as defined in the Settlement Agreement, the Class Representatives shall release, relinquish, and discharge, and each of the Settlement Class Members shall be deemed to have, and by operation of the Judgment shall have, fully, finally, and forever released, relinquished, and discharged all Released Claims (including Unknown Claims).

10. Neither the Stipulation nor the Settlement Agreement contained therein, nor any act performed or document executed pursuant to or in furtherance of the Stipulation or Settlement Agreement: (i) is or may be deemed to be or may be used as an admission of, or evidence of, the validity of any Released Claim, or of any wrongdoing or liability of Defendant; or (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or omission of Defendant in any civil, criminal, or administrative proceeding in any court, administrative agency, or other tribunal. In the event that the Effective Date does not occur, Defendant shall not be estopped or otherwise precluded from contesting class or collective action certification in the Litigation on any grounds. Defendant may file the Settlement Agreement and/or the Judgment from the Litigation in any other action that may be brought against it or any Released Parties in order to support a defense or counterclaim based on principles of *res judicata*, collateral estoppel, release, good faith settlement, judgment bar, or reduction or any theory of claim preclusion or issue preclusion or similar defense or counterclaim.

11. All Settlement Class Members are entitled to payment pursuant to this Judgment. Any checks that remain uncashed after 120 days shall be cancelled and the funds associated with such checks shall be distributed to the State Controller's Office Unclaimed Property Fund in the name of the Settlement Class Member/Aggrieved Employee. Settlement

1 Class Members who fail to negotiate their settlement checks in a timely fashion shall remain
2 subject to the terms of this Judgment.

3 12. As contemplated by the Settlement Agreement, Class Counsel have filed a
4 motion for approval of certain fees, costs, and enhancement payments, and the Court has
5 approved the following payments: (a) total attorneys' fees of \$126,666.66 in this matter –
6 allocated and payable to Class Counsel Kingsley & Kingsley in the amount of \$108,333.33 and
7 to Class Counsel Mayall Hurley P.C. in the amount of \$18,333.33; (b) total allowable costs in
8 this matter in the amount of \$27,000 – allocated and payable to Class Counsel Kingsley &
9 Kingsley in the amount of \$25,000.00 and to Class Counsel Mayall Hurley P.C. in the amount of
10 \$2,000.00; (c) enhancement awards in the total amount of \$8,000.00 to the Class Representatives
11 – allocated and payable to Class Representative Damont Richardson in the amount of \$5,000.00
12 and to Class Representative Raoof Sayad in the amount of \$3,000.00, to reimburse them for their
13 unique services and execution of general releases; (d) an award of civil penalties recovered under
14 the Private Attorneys' General Act in the amount of \$20,000.00, of which 75% or \$15,000.00
15 shall be distributed to the California Labor and Workforce Development Agency as set forth in
16 Cal. Lab. Code § 2699(i); and (e) payment of administration costs to ILYM Group, Inc. in the
17 amount of \$8,000.00 for its administration of the settlement, claims, and payment processes in
18 this case. The Court finds that such amounts, and Defendant's agreement to pay such amounts,
19 are fair and reasonable. Defendant, through the Claims Administrator, is directed to make such
20 payments out of the Maximum Settlement Amount in accordance with the terms of the
21 Settlement Agreement.

22 13. The Court reserves exclusive and continuing jurisdiction over the
23 Litigation, the Class Representatives, the Class, and Defendant for the purposes of supervising
24 the implementation, enforcement, construction, administration and interpretation of the
25 Settlement Agreement and this Judgment.

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14. This document shall constitute a judgment for purposes of California Code of Civil Procedure section 577.

IT IS SO ORDERED.

DATED: _____, 2022

The Honorable Danny Chou
Judge, San Mateo Superior Court

(Proof of Submission to LWDA)

EXHIBIT "B"

(PROOF OF SERVICE)
[CCP 1013(a)(3)]

STATE OF CALIFORNIA, COUNTY OF LOS ANGELES

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years and not a party to the within action. My business address is 16133 Ventura Boulevard, Suite 1200, Encino, California 91436.

On April 20, 2022, I served all interested parties in this action the following documents described as: **DECLARATION OF KELSEY M. SZAMET IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

Heather Hearne hdh@kullmanlaw.com The Kullman Firm, PLC 4605 Bluebonnet Blvd., Suite A Baton Rouge, LA 70809	Emil Davtyan emil@davtyanlaw.com Davtyan Law Firm, Inc. 880 E. Broadway Glendale, CA 91205 John P. Briscoe jbriscoe@mayalllaw.com Mayall Hurley P.C. 2453 Grand Canal Boulevard Stockton, California 95207-8253
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[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

[XX] BY ELECTRONIC MAIL TRANSMISSION: I caused the document to be send to the persons at the e-mail address(es) listed on the attached service list. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful. A pdf copy of which was sent via email to the above email address(es).

[XX] (STATE) I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on April 20, 2022, at Woodland Hills, California.



Michelle A. Tanzer