

1 **MAYALL HURLEY P.C.**
2 **ROBERT J. WASSERMAN (SBN: 258538)**
3 rwasserman@mavallaw.com
4 **JOHN P. BRISCOE (SBN: 273690)**
5 jbriscoe@mavallaw.com
6 **2453 Grand Canal Boulevard**
7 **Stockton, California 95207-8253**
8 **Telephone: (209) 477-3833**
9 **Facsimile: (209) 473-4818**

Attorneys for Plaintiff Raoof Abdul Sayad and the Putative Class

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF SAN MATEO

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

PLAINTIFFS,

v.

14 PEGASUS AVIATION SERVICES, LLC; and
15 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 JOHN P. BRISCOE
IN SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Date: May 12, 2022
Time: 9:00 a.m.
Dept.: 22

I, John P. Briscoe, declare:

1. I am an attorney duly licensed to practice before all the courts of this state and am a shareholder of Mayall Hurley P.C., attorneys for Plaintiff Raoof Abdul Sayad (“Sayad”). Sayad and co-Plaintiff Damont Richardson (“Richardson”) are collectively referred to herein as “Plaintiffs.” Plaintiffs and Defendant Pegasus Aviation Services, LLC (“Defendant”) are collectively referred to herein as the “Parties.”

2. I have personal knowledge of the matters set forth herein and, if called upon to do so, could and would competently testify thereto under oath.

3. On May 18, 2021, I sent written notice to the Labor and Workforce Development Agency (“LWDA”) and Defendant, alleging various violations of the Labor Code. (See **Exhibit**

1 1.) The LWDA did not provide written notice that it intended to investigate the alleged wage
2 statement violations. (See Lab. Code, § 2699.3.)

3 4. On July 26, 2021, I caused to be filed, in the Superior Court of California for the
4 County of San Joaquin, a Class Action, Representative, and Individual Complaint, on behalf of
5 Sayad. In that case, Sayad alleged individual causes of action under the Fair Employment and
6 Housing Act. On a class basis, he alleged (1) Failure to Pay Sick Leave at Correct Rate; (2) Failure
7 to Provide Rest Periods or Pay Premiums at Correct Rate; (3) Failure to Furnish Accurate Itemized
8 Wage Statements; and (4) Unfair Competition (Bus. & Prof. Code, § 17200 *et seq.*). Sayad also
9 alleged a claim under the Private Attorneys General Act (Lab. Code, § 2698, *et seq.*). This case is
10 referred to as the “Sayad Case”. The thrust of the class claims in the Sayad Case was that Sayad
11 and other California employees earned nondiscretionary bonuses which were, impermissibly, not
12 accounted for when calculating (1) the “regular rate of pay” for purposes of paying accrued sick
13 leave and (2) the “regular rate of compensation” for purposes of paying premiums for missed rest
14 periods. As a derivative claim, it was also asserted that, in light of the underpayment of sick leave
15 and rest premiums, the itemized wage statements did not accurately show gross and net wages
16 earned.

17 5. On September 2, 2021, Defendant caused the Sayad Case to be removed to the
18 United States District Court for the Eastern District of California.

19 6. Beginning in December 2021, I began direct settlement discussions with Heather
20 Hearne, counsel for Defendant, with the aim of obtaining a class settlement as well as an individual
21 settlement for Sayad. In the course of those discussions, Defendant informally disclosed data
22 relevant to the size and composition of the class as it pertained to both the Sayad Case and also this
23 action (prior to adding Sayad as a co-Plaintiff). It was disclosed therein that the class in the Sayad
24 case was substantially smaller (though with considerable overlap) than that as initially asserted in
25 *this* case. It was further disclosed that no employees received nondiscretionary bonuses and took
26 paid sick leave in the same pay period. It was further disclosed that, during the class period, there
27 were fewer than a dozen reported instances of missed or short rest periods.

1 7. Following mediation between Richardson and Defendant, I engaged in settlement
2 negotiations with Defendant so as to reach a resolution for the class claims in the Sayad Case, with
3 the intended goal of adding Sayad as a plaintiff in this case and thereafter jointly moving for a
4 global class settlement for all Labor Code claims asserted by Richardson and Sayad. Following
5 extensive, arms'-length negotiations, it was thereafter agreed that Defendant would pay an
6 additional \$55,000 for a global class settlement of \$380,000, so as to resolve the class claims in the
7 Sayad Case. Given the aforementioned factors, I believe this is an eminently reasonable resolution
8 for these claims.

9 8. While I believe evidence exists from which the trier of fact could conclude that
10 Defendants engaged in a pattern and practice failing to provide rest periods, to pay sick leave and
11 rest premiums at the correct rate, and to furnish accurate wage statements, continued litigation is
12 guaranteed to be costly, time consuming and uncertain. Appellate proceedings would only further
13 delay and jeopardize recovery by the Class. By contrast, the proposed Settlement Agreement
14 ensures timely, meaningful and substantial relief to the Class.

15 9. Absent settlement, I anticipate a vigorous and lengthy challenge to both class
16 certification and the merits of this class action. Defendant asserted and would continue to assert,
17 through certification, trial, and the appellate process, legal and factual grounds to defend itself.
18 Among other things, Defendant would continue to assert that statutory penalties for inaccurate
19 wage statements are not recoverable in this instance, where the wage statements accurately
20 reflected the wages that were indeed paid. Defendant contends, and would continue to contend,
21 that the number of reported missed rest breaks was small and that the Class Members, due to
22 intermittent nature of their work, had ample "downtime" and thus rarely missed rest periods.
23 Defendant further asserted that the bonuses paid were indeed discretionary and did not have to be
24 accounted for when paying sick leave or rest periods. Defendant also argued Class Members could
25 not establish the "injury" or "knowing and intentional" elements of their Labor Code section
26 226(a)(1), (2), (5), and (9) claim where (i) the alleged inaccuracies did not themselves cause any
27
28

1 distinct injury and are frowned upon by some courts¹, (ii) Defendant accurately listed the amounts
2 actually paid to its non-exempt California employees, and (iii) case law suggests such does not
3 create derivative wage statement violations². Furthermore, continued litigation—through a motion
4 for certification, a classwide trial on the merits of the claims, post-trial motions, and an appeal—
5 would probably take in excess of two years, during which time the Class Members would receive
6 nothing. On the other hand, the Settlement Agreement provides for relatively immediate relief to
7 the Participating Class Members, at a very reasonable portion of the maximum exposure, and
8 providing a substantial payment to the average Participating Class Member. Given the time value
9 of money, it is likely that the increased class disbursement a Class Member *might* receive
10 (following trial and a likely appeal) would be substantially *if not entirely* offset by the considerable
11 length of time it would take to get to that point.

12 10. Due not least to my own experience litigating and settling numerous similar cases, I
13 strongly believe that the proposed settlement is a fair, adequate, and reasonable resolution of the
14 Class’s disputes with Defendant and is definitely preferable to continued litigation. The Settlement
15 Agreement will result in substantial benefit to all Participating Class Members. I further believe
16 that Sayad’s claims are typical of those of the Settlement Class.

17 11. There was no fraud or collusion in the settlement negotiations, all which were
18 adversarial and conducted at arm’s-length.

19 12. The class action settlement in this case provides for an incentive payment to Sayad
20 in the amount of \$3,000 (out of the Gross Settlement Amount of \$380,000). I believe that this
21 requested award is fair and reasonable under the circumstances of this case, and pursuant to the
22 court’s analysis is *Van Vranken v. Atlantic Richfield Co.* (N.D. Cal. 1995) 901 F.Supp. 294. First,
23 Sayad assumed considerable risk by initiating the Sayad Case, not least of which was the
24

25 _____
26 ¹ See e.g., *Elliott v. Spherion Pacific Workforce, LLC* (C.D. Cal. 2008) 572 F.Supp.2d 1169, 1179 (shortening the term
27 “Workforce” to “Work” while otherwise stating the full name of the employer); *York v. Starbucks Corp.* (C.D. Cal.
28 2009) 2009 WL 8617536 *7-8 (showing the registered dba “Starbucks Coffee Company” instead of “Starbucks
Corporation”); and *Hurst v. Buczek Enters. LLC* (N.D. Cal. 2012) 2012 WL 1564733 *17 (granting summary judgment
to defendant on the plaintiff’s Labor Code § 226 claim on the basis of the good faith dispute defense).

² See e.g., *Maldonado v. Epsilon Plastics, Inc.* (2018) 22 Cal.App.5th 1308 and *Naranjo v. Spectrum Sec. Svcs., Inc.*
(2019) 40 Cal.App.5th 444, on review in California Supreme Court Case No. S258966.

1 significant risk of bearing Defendants’ costs in the event that he lost at trial. This financial risk, in a
2 fairly complex employment class action involving over one hundred employees, could easily total
3 tens, if not hundreds of thousands of dollars. Those risks also included, but were not limited to,
4 damage to Sayad’s professional reputation. It is well-established that plaintiffs in the employment
5 context “face[] the risk that new employers would learn that they were class representatives in a
6 lawsuit against their former employer and take adverse action against them. Moreover, each time
7 they change jobs, they will risk retaliation in the hiring process.” (*Asare v. Change Group of New*
8 *York, Inc.* (S.D.N.Y. Nov. 18, 2013) No. 12 Civ. 3371(CM), 2013 WL 6144764, *15.)
9 Furthermore, Sayad worked diligently with me and my office beginning in April 2021. This
10 included numerous and lengthy discussions about the facts and circumstances surrounding his
11 employment, the nature of the subject nondiscretionary bonuses and how they were earned and
12 calculated, and the legal strategy that I would employ for this case. He always demonstrated a
13 serious interest in the planning and execution of this case, as well as a thorough understanding of
14 his putative rights and responsibilities as a class representative. Sayad was directly involved at each
15 stage of settlement negotiations. Furthermore, and aside from his proportional share of the Net
16 Settlement Amount, Sayad receives no benefits or any kind of special treatment under the terms of
17 the Settlement. He will also provide a broader (i.e., a complete³) release of claims than will the
18 Participating Class Members. (See Settlement Agreement, § 2.11.) Sayad’s commitment is further
19 underscored by the fact that, had the Settlement not been reached, his participation may well have
20 been required for several more years. Moreover, by actively pursuing this action for, *inter alia*, the
21 legal and pecuniary benefit of unnamed parties, Sayad has furthered the twin California public
22 policy goals of enforcing the Labor Code and making appropriate use of the class action device.
23 (See *Sav-on Drug Stores, Inc. v. Superior Court* (2004) 34 Cal.4th 319, 340.) In light of the
24 foregoing, Sayad should be rewarded for taking the initiative to pursue these claims on behalf of
25 his former coworkers, for his role in reaching a substantial settlement providing valuable relief to
26
27

28 ³ The only exception to Sayad’s complete release is those claims brought under the Fair Employment and Housing Act, which are to be resolved by way of a separate, individual settlement agreement.

1 the Class, and for the risks incurred in doing so. As such, I submit that an enhancement award of
2 \$3,000 out of a gross settlement of \$380,000 is fair and reasonable in this case.

3 **Experience of Class Counsel**

4 13. In 2007, I received a Bachelor of Arts degree from the University of California,
5 Santa Barbara. In 2010, I received a J.D. from University of California, Davis School of Law
6 (King Hall). Later that same year, I was admitted to the State Bar of California.

7 14. I began working for the firm of Mayall Hurley in July 2011. From that point
8 through August 2016, I practiced (almost exclusively) employment law, on behalf of plaintiffs.
9 This practice included working on a number of wage-and-hour class actions and representative
10 cases under the Private Attorneys General Act. In August 2016 I left Mayall Hurley for a short
11 while, in which time I worked for the firms of Burton Employment Law and Gordon Rees Scully
12 Mansukhani LLP, both in Oakland, California. For both firms, I worked exclusively in
13 employment law. While working for Gordon & Rees, I worked on a number of employment class
14 actions (from the defense perspective) involving alleged multistate violations of wage-and-hour
15 laws. Notably, my work in this regard largely entailed analyzing and quantifying potential class
16 liability. In April 2017, I returned to the plaintiffs' side at Mayall Hurley, and have continued to
17 concentrate much of my practice in employment class actions, chiefly under the California Labor
18 Code but also in cases under the Fair Labor Standards Act. In 2020 I became a shareholder at
19 Mayall Hurley and have continued to dedicate my practice, in overwhelming part, to representing
20 plaintiffs in employment cases.

21 15. Mayall Hurley P.C., primarily through attorneys Robert J. Wasserman and myself,
22 has pursued this action aggressively, as well as many other similar representative actions.

23 16. For instance, Mayall Hurley P.C. has recently been approved as class counsel in
24 *Mansur v. Owens-Brockway Glass Container, Inc.*, San Joaquin County Superior Court, Case No.
25 STK-CV-UOE-2018-14631; *Garcia v. Host International, Inc.*, United States District Court,
26 Northern District of California, Case No. 3:17-cv-02069-RS; *Grady, et al. v. People 2.0 dba The*
27 *Hire Source, et al.*, San Joaquin County Case No. STK-CV-UOE-2017-13867; *Kumar v. Forty*
28 *Niners Stadium Management Company*, Santa Clara County Superior Court, Case No.

1 17CV3121427; *Russell v. KeHe Distributors, Inc.*, United States District Court, Eastern District of
2 California, Case No. 2:17-at-00592; *Smith v. Wal-Mart Stores, Inc. et al.*, United States District
3 Court, Northern District of California, Case No. 3:16-cv-02832-JD; *Van Lith v. iHeartmedia +*
4 *Entertainment, Inc. et al.*, United States District Court, Eastern District of California, Case No. 1-
5 16-cv-00066-SKO; *Titus v. The Martin-Brower, LLC*, United States District Court, Eastern District
6 of California, Case No. 2:17-cv-00558-JAM-GGH; *Ahmed v. Beverly Health and Rehabilitation*
7 *Services, Inc., et al.*, United States District Court, Eastern District of California, Case No. 2:16-cv-
8 01747-WBS-KJN; *Hugues v. The Morning Star Trucking Company, LLC, et al.*, Yolo County
9 Superior Court Case No. CV16-1215; *Guzman-Padilla, et al. v. Gerard Van De Pol, et al.*, United
10 States District Court, Eastern District of California, Case No. 2:17-cv-00196-JAM-KJN; *Davis v.*
11 *Balfour Beatty Infrastructure, Inc.*, Los Angeles County Superior Court, Case No. BC592580;
12 *Jaime v. Walt Disney Parks and Resorts U.S., Inc.*, United States District Court, Central District of
13 California, Case No. SACV 15-01618-CJC(DFMx); *Moser v. O'Connor Woods Housing*
14 *Corporation*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2014-0009861;
15 *Bastami v. Semiconductor Components Industries, LLC*, Santa Clara County Superior Court, Case
16 No. 16cv297447; *Clark v. Arrow Sign Co.*, San Joaquin County Superior Court, Case No. STK-
17 CV-UOE-2016-6457, *Moreno v. B.R. Funsten & Co.*, Solano County Superior Court Case No.
18 FCS046149, *Taylor v. Meadowbrook Meat Company, Inc.*, United States District Court, Norther
19 District of California, Case No. 3:15-cv-00132-LB, *Terry v. Mare Island Dry Dock Company,*
20 *LLC*, Solano County Superior Court Case No. FCS051650, *Alderson v. Alameda County*
21 *Agricultural Fair Association*, Alameda County Superior Court Case No. RG18912654, *Wilk v.*
22 *Skechers U.S.A., Inc.*, United States District court, Central District of California, Case No. 5-18-
23 CV-01921-JGB-SP; *Titus v. Paramount Equity Mortgage, LLC*, United States District Court,
24 Eastern District of California, Case No. 2:17-cv-00349-MCE-KJN; *Solati v. RPM Mortgage, LLC*,
25 Solano County Superior Court Case No. FCS048401; and *Perez et al. v. Abbate Family Farms*
26 *Limited Partnership et al.*, San Joaquin County Superior Court, Case No. 39-2012-00288653-CU-
27 OE-STK, all wage-and-hour class actions with claims similar to the instant matter.

17. Not including this matter, Mayall Hurley P.C. has a number of other wage-and-hour class actions currently pending final approval in which we have been preliminarily approved as class counsel. My law firm and I have also represented plaintiffs in numerous representative employment actions, settlements in which have been approved by multiple California and federal courts, and are currently prosecuting dozens more.

18. I am also co-lead counsel in four other employment class action cases, in addition to approximately a dozen cases with a PAGA wage-and-hour component.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed this twentieth day of April, 2022, at Stockton, California.

John P. Bone

JOHN P. BRISCOE

EXHIBIT 1

LAW OFFICES
MAYALL HURLEY

A PROFESSIONAL CORPORATION

SOUTHERN CALIFORNIA OFFICE
450 N. BRAND BLVD., SUITE 600
GLENDALE, CALIFORNIA 91203
(818) 646-6440

MAILING ADDRESS:
2453 GRAND CANAL BLVD.
STOCKTON, CALIFORNIA 95207

2453 GRAND CANAL BOULEVARD
STOCKTON, CALIFORNIA 95207-8253
FAX (209) 473-4818
TELEPHONE (209) 477-3833

WWW.MAYALLLAW.COM

VLADIMIR F. KOZINA
STEVEN A. MALCOUN
MARK E. BERRY
WILLIAM J. GORHAM III
NICHOLAS F. SCARDIGLI
ROBERT J. WASSERMAN
JENNY D. BAYSINGER
JOHN P. BRISCOE
VLADIMIR J. KOZINA
RACHAEL ALLGAIER

OF COUNSEL
J. ANTHONY ABBOTT

May 18, 2021

SUBMITTED ELECTRONICALLY

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, California 94612

SENT VIA CERTIFIED MAIL

Pegasus Aviation Services, LLC
3901 Old International Airport Rd.
Anchorage, AK 99502

Re: Raoof Abdul Sayad

To whom it may concern:

This firm represents Raoof Abdul Sayad ("Sayad") in connection with his former employment with Pegasus Aviation Services, LLC. In accordance with California Labor Code section 2699.3, this letter shall serve as Sayad's written notice to the Labor and Workforce Development Agency ("LWDA") and Pegasus Aviation Services, LLC regarding the following violations, and facts and theories supporting those violations, on Sayad's behalf and, as a proxy for the LWDA, on behalf of current and other former California employees of Pegasus Aviation Services, LLC.

Sayad was hired by Pegasus Aviation Services, LLC as an Aircraft Maintenance Technician to work at the Stockton Airport in Stockton, California. At all times relevant herein, Sayad was properly classified and paid as a nonexempt, hourly employee.

Though Sayad worked and earned overtime, Pegasus Aviation Services, LLC failed to pay his accrued overtime at the appropriate rate of pay, resulting in an underpayment of wages. Sayad earned and was paid nondiscretionary bonuses for good performance. For example, during the pay period of June 21 – July 4, 2020, Sayad earned a nondiscretionary bonus in the amount of \$1,200. (**Exhibit A.**) However, and though Sayad worked overtime during this pay period, Pegasus Aviation Services, LLC failed to incorporate the value of this earned nondiscretionary bonus into Sayad's "regular rate of pay" for purposes of calculating and paying overtime wages;

Labor and Workforce Development Agency
Pegasus Aviation Services, LLC
Re: Raoof Abdul Sayad
May 18, 2021
Page 2 of 3

instead, it merely took Sayad's base hourly rate of \$32 and multiplied it by 1.5. (**Exhibit B.**) Accordingly, Pegasus Aviation Services, LLC violated Labor Code section 510.

Pegasus Aviation Services, LLC also failed to provide paid sick days to its California employees, in accordance with the Labor Code. Sayad's wage statements did not show any accrued paid sick days or paid time off, and he was not provided with any separate writing showing such. Thus, Pegasus Aviation Services, LLC violated Labor Code section 246(i). On information and belief, Pegasus Aviation Services, LLC did not provide its California employees with paid sick days or paid time off in accordance with Labor Code section 246. To the extent that it did, and on information and belief, Pegasus Aviation Services, LLC did not provide its California employees with paid sick days or paid time off at the appropriate "regular rate of pay", accounting for the value of earned nondiscretionary bonuses and other items of compensation, in violation of Labor Code sections 233 and 246.

Because Sayad was not paid overtime at the appropriate rate, *supra*, the itemized wage statements issued to him failed to accurately show the gross wages earned, net wages earned, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate, in violation of Labor Code section 226, subdivisions (a)(1), (5), and (9), respectively.

Additionally, Sayad was denied rest and meal periods to which he was entitled. Sayad was *never* relieved of all duty and authorized and permitted to take an uninterrupted, ten-minute rest period. Further, and while he typically received meal periods, they were not authorized and permitted until Sayad had already worked six hours or more. Sayad was not paid an hour of pay at his regular rate of compensation for every rest and meal period not provided. Accordingly, Pegasus Aviation Services, LLC violated Labor Code sections 226.7 and 512.

Last, Pegasus Aviation Services, LLC failed to maintain complete and accurate payroll records, as required by the Labor Code. On May 18, 2021, and following request by the undersigned, Pegasus Aviation Services, LLC produced a copy of Sayad's "Employee Earnings Reports"—computerized summaries of Sayad's earnings. (**Exhibit C.**) However, each of these reports fail to show the inclusive dates of the pay period for which Sayad was paid, the address of the legal entity that is the employer, and all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each rate, in violation of Labor Code section 226, subdivisions (a)(6), (8), and (9), respectively. By failing to keep on file either copies of Sayad's wage statements or a computer-generated record, accurately showing all information required by Labor Code section 226, subdivision (a), Pegasus Aviation Services, LLC committed a further violation of section 226(a).

Sayad's employment with Pegasus Aviation Services, LLC ended on or around April 20, 2021. However, at no point has Sayad been paid the full balance of unpaid overtime wages, accrued paid sick time, and premium payments for rest/meal break violations, *supra*. Accordingly, Pegasus Aviation Services, LLC violated Labor Code sections 201 and 202.

Labor and Workforce Development Agency
Pegasus Aviation Services, LLC
Re: Raoof Abdul Sayad
May 18, 2021
Page 3 of 3

The foregoing violations, and each of them, were committed as against other employees of Pegasus Aviation Services, LLC in California, and within the last year.

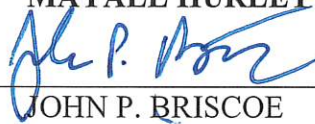
If the LWDA believes that it needs additional information to determine whether to investigate these claims, please contact me immediately to request the additional information, which I will provide to the extent it is available to me or my client.

If the LWDA does not intend to investigate these violations, Sayad intends to file a civil complaint against Pegasus Aviation Services, LLC pursuant to the Labor Code Private Attorneys General Act of 2004 (Labor Code, § 2698 *et seq.*), on his behalf and, as a proxy for the LWDA, on behalf of all aggrieved current and former employees. Thank you for your attention in this matter.

Sincerely,

MAYALL HURLEY P.C.

By

A handwritten signature in blue ink, appearing to read "John P. Briscoe", is written over a horizontal line.

JOHN P. BRISCOE

Enclosures
CC: Heather Hearne (email)

Exhibit A

Pegasus Aviation Services, LLC

2553 Dulles View Dr, Suite 700

HERNDON, VA. 20171

(571) 323-5200

Page: 11 of 56

Type: Regular

Employee Pay Checks From May 1, 2020 To Apr 22, 2021

Pay Date: Jul 10, 2020

Check/Advice #: 3009805

Control Number	Employee	Pay Period Start Date	Pay Period End Date	Advice Number
AK012225	SAYAD, RAOOF A.	Jun 21, 2020	Jul 4, 2020	3009805

Earnings	Hours	Amount	Year to Date
V - Spot Bonus/Recognition Awa	0.00	1200.00	2400.00
V - Regular	0.00	0.00	35584.00
V - Overtime	0.00	0.00	1080.00
Doubletime	0.00	0.00	256.00
V - Life Group Term Excess	0.00	0.00	8.82

Deduction	Amount	Year to Date
HSA Emp & Family	0.00	0.00
Medical Spousal Surcharge	0.00	646.10
V - 401(K)	144.00	4719.52
V - Dental Family	0.00	682.78
V Life Group Term - Excess Lif	0.00	8.82
V - Medical Emp + Family	0.00	2762.62
V - Vision Employee + Family	0.00	150.64

	Gross	Fed. Tax	Soc. Sec.	Medicare	AEIC	State Tax	Other Tax	Deductions	Net Pay
Current	1200.00	11.37	74.40	17.40	0.00	16.71	12.00	144.00	924.12
Year to Date	39328.82	1728.78	2175.34	508.80	0.00	1138.49	350.87	8970.48	24456.06

Direct Deposit				
Routing Number	Bank Name	Account Number	Account Type	Account Amount
	USAA Federal Savings Bank	:	Checking	924.12

Earnings	Hours	Hourly Rate	Additional Amount
V - Spot Bonus/Recognition Awa	0.00	32.0000	0.00

Exhibit B

Pegasus Aviation Services, LLC

2553 Dulles View Dr, Suite 700

HERNDON, VA. 20171

(571) 323-5200

Page: 13 of 56

Type: Regular

Employee Pay Checks From May 1, 2020 To Apr 22, 2021

Pay Date: Jul 10, 2020

Check/Advice #: 3009785

Control Number	Employee	Pay Period Start Date	Pay Period End Date	Advice Number
AK012225	SAYAD, RAOOF A.	Jun 21, 2020	Jul 4, 2020	3009785

Earnings	Hours	Amount	Year to Date
V - Regular	72.00	2304.00	35584.00
V - Overtime	8.00	384.00	1080.00
V - Life Group Term Excess	0.00	0.63	8.82
V - Spot Bonus/Recognition Awa	0.00	0.00	2400.00
Doubletime	0.00	0.00	256.00

Deduction	Amount	Year to Date
HSA Emp & Family	0.00	0.00
Medical Spousal Surcharge	46.15	646.10
V - 401(K)	322.64	4719.52
V - Dental Family	48.77	682.78
V Life Group Term - Excess Lif	0.63	8.82
V - Medical Emp + Family	197.33	2762.62
V - Vision Employee + Family	10.76	150.64

	Gross	Fed. Tax	Soc. Sec.	Medicare	AEIC	State Tax	Other Tax	Deductions	Net Pay
Current	2688.63	119.29	147.91	34.59	0.00	76.82	23.86	626.28	1659.88
Year to Date	39328.82	1728.78	2175.34	508.80	0.00	1138.49	350.87	8970.48	24456.06

Direct Deposit				
Routing Number	Bank Name	Account Number	Account Type	Account Amount
	USAA Federal Savings Bank		Checking	1659.88

Earnings	Hours	Hourly Rate	Additional Amount
V - Overtime	8.00	48.0000	0.00
V - Regular	72.00	32.0000	0.00

Exhibit C

Pegasus Aviation Services, LLC

Employee Earnings Report

Check Detail

Pay Cycle: PEG1 (From: 02/01/17 To: 05/07/21)

Page 57 of 79
05/09/21
10:25 PM

Home Organization: 208.231.306.02	Paycheck Type: R	Voided: No
Employee Name: SAYAD, RAOOF A	Check Number: 3009785	Ref Check Number:
Employee: AK012225	Check Date: 07/10/20	Ref Check Date:

Hours:	80.00 Medicare Exempt PT:	0.00 SUTA State:	CA
Labor Amount:	2,688.63 Medicare Exempt Ded:	303.01 SUTA Exempt PT:	0.00
Earnings Amount:	2,688.63 Medicare Taxable:	2,385.62 SUTA Exempt Ded:	257.49
Reimbursements:	0.00 Medicare Withholding:	34.59 SUTA Subject Wage:	2,431.14
Gross Pay:	2,688.63 Addtl Medicare Taxable:	0.00 SUTA Excess Wage:	2,431.14
	Addtl Mdcr Withholding:	0.00 SUTA Taxable:	0.00
Federal Exempt PT:	0.00 Medicare Accrued:	34.59 SUTA Accrued:	0.00
Federal Exempt Ded:	625.65		
Federal Taxable:	2,062.98 Soc Sec Exempt PT:	0.00 Deductions:	626.28
Federal Withholding:	119.29 Soc Sec Exempt Ded:	303.01 Contributions:	910.52
	Soc Sec Taxable:	2,385.62	
FUTA Exempt PT:	0.00 Soc Sec Withholding:	147.91 Work Comp Hours:	80.00
FUTA Exempt Ded:	257.49 Soc Sec Accrued:	147.91 Work Comp Labor:	2,688.00
FUTA Subject Wage:	2,431.14	Work Comp Earnings:	2,560.00
FUTA Taxable:	0.00 State Withholding:	76.82	
FUTA Accrued:	0.00 Local Withholding:	23.86 NET PAY:	1,659.88

Pay Type/Wrk Cmp	Code	State	Hours	Labor Amount	Earnings Amount	Ded/Cont	Code	Amount
Pay Type	VLG		0.00	0.63	0.63	Deduction	HSAEF	0.00
Pay Type	VO		8.00	384.00	384.00	Deduction	SPSUR	46.15
Pay Type	VR		72.00	2,304.00	2,304.00	Deduction	V401K	322.64
Workers' Comp	7428	CA	80.00	2,688.00	2,560.00	Deduction	VDEF	48.77
						Deduction	VLGTL	0.63
						Deduction	VMEF	197.33
						Deduction	VVISEF	10.76
						Contribution	HSAEF	250.00
						Contribution	VADD	0.47
						Contribution	VDEF	20.79
						Contribution	VLIFE	1.89
						Contribution	VLTD	5.40
						Contribution	VMEF	622.05
						Contribution	VSTD	9.92

Withholding Type	Code	Exempt Pay Types	Exempt Deductions	Taxable Wages	Withholding	Accrued Expenses
State Tax	CA	0.00	625.65	2,062.98	76.82	
Local Tax	CADI	0.00	303.01	2,385.62	23.86	

(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 JOHN P. BRISCOE IN SUPPORT OF 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
--	--

[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