

**KINGSLEY & KINGSLEY, APC**  
ERIC B. KINGSLEY, Esq. (SBN 185123)  
eric@kingsleykingsley.com  
KELSEY M. SZAMET, Esq. (SBN 260264)  
kelsey@kingsleykingsley.com  
16133 Ventura Blvd., Suite 1200  
Encino, CA 91436  
Tel: (818) 990-8300, Fax (818) 990-2903

**DAVTYAN LAW FIRM, INC.**  
EMIL DAVTYAN, Esq. (SBN-299363)  
emil@davtyanlaw.com  
880 E. Broadway  
Glendale, CA 91205  
Tel: (818) 875-2008, Fax: (818) 722-3974

**MAYALL HURLEY P.C.**  
JOHN P. BRISCOE (SBN: 273690)  
jbriscoe@mayallaw.com  
2453 Grand Canal Boulevard  
Stockton, California 95207-8253  
Tel: (209) 477-383, Fax: (209) 473-4818

Attorneys for Plaintiffs and the Proposed Class

**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

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

**[PROPOSED] AMENDED JUDGMENT**

Date: September 29, 2022

Time: 9:00 a.m.

Dept.: 22

Complaint Filed: January 21, 2021

FAC Filed: March 29, 2021

Trial Date: None Set

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

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

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

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

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

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

19 5. The Court approves the settlement of the above-captioned action, as set  
20 forth in the Settlement Agreement, including the releases and other terms set forth in the  
21 Settlement Agreement, as fair, just, reasonable, and adequate as to the Settling Parties. The  
22 Settling Parties are directed to perform in accordance with the terms set forth in the Settlement  
23 Agreement. The Settling Parties are to bear their own costs, except as otherwise provided in the  
24 Settlement Agreement.

25 6. The Settlement Class is defined as: “all hourly, non-exempt employees of  
26 Defendant Pegasus Aviation Services, LLC who performed work for Defendant in California at  
27 any time between January 21, 2017 and January 31, 2022.

28 7. There are no individuals who have validly and timely requested exclusion

1 from the Class such that they would not be bound by the terms of this Judgment.

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

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

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

20           11.      Neither the Stipulation nor the Settlement Agreement contained therein, nor  
21 any act performed or document executed pursuant to or in furtherance of the Stipulation or  
22 Settlement Agreement: (i) is or may be deemed to be or may be used as an admission of, or  
23 evidence of, the validity of any Released Claim, or of any wrongdoing or liability of Defendant; or  
24 (ii) is or may be deemed to be or may be used as an admission of, or evidence of, any fault or  
25 omission of Defendant in any civil, criminal, or administrative proceeding in any court,  
26 administrative agency, or other tribunal. In the event that the Effective Date does not occur,  
27 Defendant shall not be estopped or otherwise precluded from contesting class or collective action  
28 certification in the Litigation on any grounds. Defendant may file the Settlement Agreement

1 and/or the Judgment from the Litigation in any other action that may be brought against it or any  
2 Released Parties in order to support a defense or counterclaim based on principles of *res judicata*,  
3 collateral estoppel, release, good faith settlement, judgment bar, or reduction or any theory of  
4 claim preclusion or issue preclusion or similar defense or counterclaim.

5           12. All Settlement Class Members are entitled to payment pursuant to this  
6 Judgment. Any checks that remain uncashed after 120 days shall be cancelled and the funds  
7 associated with such checks shall be distributed to the State Controller's Office Unclaimed  
8 Property Fund in the name of the Settlement Class Member/Aggrieved Employee. Settlement  
9 Class Members who fail to negotiate their settlement checks in a timely fashion shall remain  
10 subject to the terms of this Judgment.

11           13. As contemplated by the Settlement Agreement, Class Counsel have filed a  
12 motion for approval of certain fees, costs, and enhancement payments, and the Court has approved  
13 the following payments: (a) total attorneys' fees of \$114,407.14 in this matter – allocated and  
14 payable to Class Counsel Kingsley & Kingsley in the amount of \$97,848.22 and to Class Counsel  
15 Mayall Hurley P.C. in the amount of \$16,558.92; (b) total allowable costs in this matter in the  
16 amount of \$18,623.56 – allocated and payable to Class Counsel Kingsley & Kingsley in the  
17 amount of \$17,519.51 and to Mayall Hurley P.C. in the amount of \$1,104.05; (c) enhancement  
18 awards in the total amount of \$6,500.00 to the Class Representatives – allocated and payable to  
19 Class Representative Damont Richardson in the amount of \$5,000.00 and to Class Representative  
20 Raoof Sayad in the amount of \$1,500.00, to reimburse them for their unique services and  
21 execution of general releases; and (d) an award of civil penalties recovered under the Private  
22 Attorneys' General Act in the amount of \$20,000.00, of which 75% or \$15,000.00 shall be  
23 distributed to the California Labor and Workforce Development Agency as set forth in Cal. Lab.  
24 Code § 2699(i). The Court finds that such amounts, and Defendant's agreement to pay such  
25 amounts, are fair and reasonable. Defendant, through the Claims Administrator, is directed to  
26 make such payments out of the Maximum Settlement Amount in accordance with the terms of the  
27 Settlement Agreement.

14. A Copy of this Amended Final Judgment shall be posted on the Settlement website, which shall serve as notice of the settlement in compliance with California Rule of Court 3.771(b).

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

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

18. The Settlement Agreement is attached hereto as Exhibit 1.

19. The Order Granting Final Approval is attached hereto as Exhibit 2.

IT IS SO ORDERED.

DATED: \_\_\_\_\_, 2022

The Honorable Danny Chou  
Judge, San Mateo Superior Court

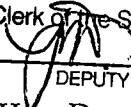
# **EXHIBIT "A"**

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

**FILED**  
SAN MATEO COUNTY

NOV 15 2022

Clerk of the Superior Court

By  DEPUTY CLERK

DAMONT RICHARDSON and RAOOF ABDUL  
SAYAD, 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

Assigned For All Purposes to Hon. Danny Y.  
Chou

**ORDER GRANTING MOTION FOR FINAL  
APPROVAL OF CLASS SETTLEMENT AND  
GRANTING IN PART AND DENYING IN  
PART MOTION FOR APPROVAL OF  
ATTORNEYS' FEES AND COSTS**

The unopposed Motion for Final Approval of Class Settlement (Final Approval Motion) and the unopposed Motion for Approval of Attorneys' Fees and Costs (Fee Motion) came for hearing before this Court on September 29, 2022 at 9:00 a.m. All parties appeared through their counsel. Following the hearing, the Court allowed the parties to submit supplemental filings addressing the issues raised in the Court's tentative ruling and at the hearing. Plaintiffs filed supplemental declarations on November 4, 2022. Having considered all papers filed in support of and in opposition to the Final Approval and Fee Motions, oral arguments of the parties, any testimony and evidence presented at the hearing, and all other pleadings and papers on file herein, the Court:

1. GRANTS the Final Approval Motion; and
2. GRANTS IN PART and DENIES IN PART the Fee Motion.

**DISCUSSION**

**A. Certification**

The Court finds that the class of "All hourly, non-exempt employees of Defendant Pegasus Aviation Services, LLC, who worked for Defendant in California at any time between January 21, 2017 and January 2022" is properly certified for settlement purposes only pursuant to Code of Civil Procedure section 382.

1           **B. Notice**

2           The Court finds that the distribution of the Notice of Pending Class Action and Representative  
3 Settlement (Notice) has been completed in conformity with the Stipulation of Settlement and Release of  
4 Class and Representative Action (Settlement Agreement) and the Court's May 13, 2022 Order Granting  
5 Motion for Preliminary Approval of Class Action Settlement (Preliminary Approval Order). (See Aug.  
6 31, 2022 Islas Decl., ¶¶ 6-9; Nov. 4, 2022 Islas Decl., ¶ 7.) The Court further finds that the Notice  
7 provided adequate notice of the proceedings and the case, including the proposed settlement terms set  
8 forth in the Settlement Agreement. Finally, the Court finds that, as executed, the Notice was the best  
9 notice practicable under the circumstances.

10           **C. Class Action Settlement**

11           The Court finds that the parties' settlement of the class action is fair, adequate, and reasonable.

12           Trial courts have broad discretion when determining whether a settlement agreement in a class  
13 action is fair, adequate, and reasonable. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801  
14 (*Dunk*), called into doubt on other grounds by *Laffitte v. Robert Half Intl. Inc.* (2016) 1 Cal.5th 480,  
15 503.) "The well-recognized factors that the trial court should consider in evaluating the reasonableness  
16 of a class action settlement agreement include 'the strength of plaintiffs' case, the risk, expense,  
17 complexity and likely duration of further litigation, the risk of maintaining class action status through  
18 trial, the amount offered in settlement, the extent of discovery completed and stage of the proceedings,  
19 the experience and views of counsel, the presence of a governmental participant, and the reaction of the  
20 class members to the proposed settlement.' " (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th  
21 116, 128 (*Kullar*), quoting *Dunk*, at p. 1801.) This list " 'is not exhaustive and should be tailored to each  
22 case.' " (*Ibid.*) Although "a presumption of fairness exists 'where: (1) the settlement is reached through  
23 arm's-length bargaining; (2) investigation and discovery are sufficient to allow counsel and the court to  
24 act intelligently; (3) counsel is experienced in similar litigation; and (4) the percentage of objectors is  
25 small,' " the trial court must still independently satisfy itself " 'that the consideration being received for  
26 the release of the class members' claims is reasonable in light of the strengths and weaknesses of the  
27 claims and the risks of the particular litigation.' " (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles*  
28 (2010) 186 Cal.App.4th 399, 408.)

1 Here, there is a presumption of fairness because: (1) the parties reached an arms-length  
2 settlement with the assistance of a neutral and experienced mediator (Szamet Decl., ¶¶ 11, 12); (2)  
3 Plaintiff's counsel conducted a sufficient investigation before filing suit, and the parties voluntarily  
4 exchanged sufficient information to allow counsel and the Court to act intelligently (*id.*, ¶¶ 15-19, 31-  
5 32); (3) counsel is experienced in this type of litigation (*id.*, ¶¶ 123-127); and (4) no class members  
6 objected or asked to be excluded (*id.*, ¶ 176; Aug. 31, 2022 Islas Decl., ¶¶ 10, 12). The Court further  
7 finds that the consideration received for the release of the class members' claims (\$381,357.14)—which  
8 represents approximately 24% of their maximum potential recovery as estimated by counsel (Szamet  
9 Decl., ¶¶ 120-121) and will result in an estimated average gross payment of \$1,712.74 (Aug. 31, 2022  
10 Islas Decl., p 14)—is reasonable in light of the strengths and weaknesses of the class claims and the  
11 risks of litigation (see Szamet Decl., ¶¶ 35-122, 125-127). The Court therefore finds that the class action  
12 settlement is fair, adequate, and reasonable.

#### 13 **D. PAGA Settlement**

14 Under the parties' settlement agreement, \$20,000 is allocated to the PAGA claim. The Court  
15 finds that this is "fair, reasonable, and adequate in view of PAGA's purposes to remediate present labor  
16 law violations, deter future ones, and to maximize enforcement of state labor laws." (*Moniz v. Adecco*  
17 (2021) 72 Cal.App.4th 56, 77.) In making this finding, the Court notes that Plaintiffs provided an  
18 explanation for the allocation of \$20,000 to the PAGA claim (see Szamet Decl., ¶¶ 82-85; MPA, at p.  
19 18, fn. 3), no putative class member objected or requested to be excluded (*id.*, ¶¶ 174, 176), and the  
20 Labor Workforce Development Agency did not object.

#### 21 **E. Class Representative Service Award**

22 The Court finds that the requested service award of \$5,000 is appropriate to compensate Plaintiff  
23 Damont Richardson for bringing and participating as the class representative in this action.

24 For the reasons stated in the Court's tentative ruling of September 29, 2022 and based on  
25 discussions at the hearing, the Court finds that a service award of \$1,500 is appropriate to compensate  
26 Plaintiff Raoof Abdul Sayad for bringing and participating as the class representative in this action  
27  
28

1           **F. Administrator Costs**

2           Based on the Nov. 4, 2022 Declaration of Lluvia Islas of ILYM Group, Inc., the Court approves  
3 the settlement administrator fees of \$8,000—which is consistent with the estimate in Plaintiffs’  
4 preliminary approval motion.

5           **G. Attorney Fees**

6           Based on its experience in class action and other common fund cases as an attorney and judge,  
7 the Court concludes that a fee of \$114,407.14 or 30% of the gross settlement amount is the proper award  
8 of attorney fees in this case. (See *Reynolds v. Ford Motor Co.* (2020) 47 Cal.App.5th 1105, 1113-1114.)  
9 Plaintiff did not have to conduct any discovery or engage in any motion practice in order to resolve this  
10 case. Moreover, a cross-check of the lodestar amount confirms the reasonableness of a \$114,407.14 fee  
11 award. In his Fee Motion, Plaintiffs’ counsel stated that the lodestar amount if \$128,472.40. But at least  
12 some of that lodestar amount is based on hourly rates that exceed the reasonable hourly rates of counsel  
13 in similar wage and hour cases that have settled under similar circumstances in San Mateo County. After  
14 adjusting the lodestar amount based on the hourly rates that are reasonable for this County, the Court  
15 finds that a fee of \$114,407.14 is roughly commensurate with the lodestar amount. In any event, the  
16 Court finds, based on the lodestar amount provided by Plaintiffs’ counsel and the Court’s review of the  
17 evidentiary submissions in support of that lodestar amount, that an attorney fee award of \$114,407.14—  
18 which represents approximately 90% of the lodestar amount claimed by Plaintiffs—is reasonable and  
19 appropriate. The fact that Plaintiffs’ counsel had to incur additional fees responding to the deficiencies  
20 identified by the Court at the September 29, 2022 hearing does not support a higher fee award. Those  
21 additional fees would not have been incurred if counsel had provided the Court with all of the  
22 information that it needed to grant final approval at the outset.

23           Finally, the Court notes that “[t]he Ninth Circuit uses 25 percent of the fund ‘benchmark’ for  
24 awarding fees.” (*Dixon v. Cushman & Wakefield Western, Inc.* (N.D.Cal. Apr. 21, 2022) 2022 WL  
25 1189883, \*10.) Applying this benchmark, federal district courts in the bay area and southern California  
26 regularly award class counsel 30% of the settlement fund or less under similar circumstances. (See, e.g.,  
27 *id.* at p. \*11 [30%]; *Madrid v. teleNetwork Partners, Ltd.* (N.D.Cal. July 23, 2019) 2019 WL 3302812,  
28

\*6 [30%]; *Selk v. Pioneers Memorial Healthcare Dist.* (S.D.Cal. 2016) 159 F.Supp.3d 1164, 1180 [24%.)

#### H. Costs

Based on the supplemental declaration of Kelsey M. Szamet, the Court finds that the payment of \$18,623.56 for costs is appropriate.

#### I. Unpaid Settlement Funds

The Court approves the State Controller's Office Unclaimed Property Fund as the recipient of any unpaid settlement funds because it will not create any unclaimed or abandoned settlement funds. (See Code Civ. Proc., § 384.)

### ORDER

Based on the foregoing, IT IS HEREBY ORDERED THAT:

1. The Final Approval Motion is GRANTED. Both the class action and PAGA settlements are APPROVED.
2. The Court's Preliminary Approval Order and the Settlement Agreement are incorporated herein, and the Settlement Agreement has the full force and effect of an Order of the Court.
3. The Fee Motion is GRANTED IN PART and DENIED IN PART. Payment of class counsel's attorney fees in the amount of \$114,407.14 and costs in the amount of \$18,623.56 is APPROVED. Payment of a class representative enhancement award of \$5,000 to Plaintiff Richardson and \$1,500 to Plaintiff Raoof Abdul Sayad is APPROVED. Payment of administrator costs in the amount of \$8,000 to ILYM Group, Inc. is APPROVED.
4. The parties are ORDERED to follow the procedures for settlement administration outlined in the Settlement Agreement.
5. A Final Compliance Hearing is scheduled for **April 20, 2022 at 9:00 a.m.** Zoom appearances are permitted but not required. The parties are ORDERED to file a Status Report on or by **April 10, 2022.**
6. The parties are ORDERED to prepare and efile a proposed judgment consistent with this Order on or by **December 2, 2022.** The proposed judgment shall attach this Order and the Settlement

1 Agreement and shall specify how notice of the judgment is to be given to class members in  
2 accordance with rule 3.771, subdivision (b) of the California Rules of Court.

3  
4 Dated: Nov. 16, 2022



Danny Y. Chou  
Judge of the Superior Court

# **EXHIBIT "B"**

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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.<sup>1</sup>

## 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

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26  
27 <sup>1</sup> 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").<sup>2</sup> 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 <sup>2</sup> 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.<sup>3</sup> 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 <sup>3</sup> 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

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

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

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

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

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

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<sup>4</sup> 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.

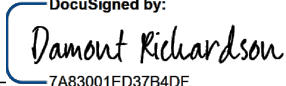
### 2.39 Entire Agreement

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 <sup>15</sup>\_\_, 2022

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

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

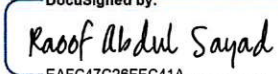
Dated: April \_\_, 2022

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

By: \_\_\_\_\_  
Damont Richardson

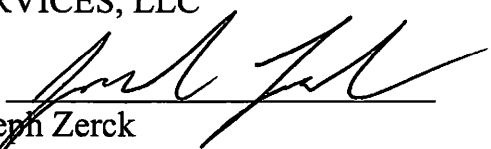
Dated: April \_\_, 2022  
4/14/2022

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

By:  \_\_\_\_\_  
Raoof Sayad

1 Dated: April 19, 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 \_\_, 2022

KINGSLEY & KINGSLEY, APC

9 By: \_\_\_\_\_  
10 Kelsey M. Szamet

11  
12 Dated: April \_\_, 2022

MAYALL HURLEY P.C.

13 By: \_\_\_\_\_  
14 John P. Briscoe  
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1 Dated: April \_\_, 2022

DEFENDANT PEGASUS AVIATION  
SERVICES, LLC

2  
3 By: \_\_\_\_\_

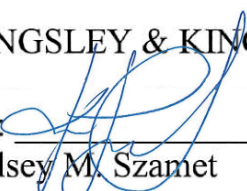
4 Joseph Zerck

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

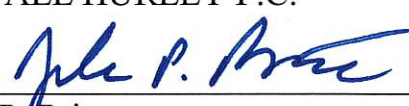
KINGSLEY & KINGSLEY, APC

9  
10 By:  \_\_\_\_\_

Kelsey M. Szamet

11  
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:

|                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
|------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p><b>If You Wish to Receive a Settlement Payment – Take No Action At All.</b></p> | <p>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 &lt;&lt;<b>merge settlement amount</b>&gt;&gt;, less pertinent deductions and withholdings.</p> |
| <p><b>You Can Exclude Yourself from (or “opt out of”) the Settlement</b></p>       | <p>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 <b>[NOTICE RESPONSE DEADLINE]</b>. 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.</p>                                                                                                                                                                                                                                                                                                        |
| <p><b>Object to the Settlement</b></p>                                             | <p>If you want to object to the settlement, you can submit a written objection, which must be postmarked by <b>[NOTICE RESPONSE DEADLINE – 60 days from mailing date]</b>. Instructions on how to do this appear below in Section V.D.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

## **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](mailto:eric@kingsleykingsley.com)  
[kelsey@kingsleykingsley.com](mailto:kelsey@kingsleykingsley.com)

Davtyan Law Firm, Inc.  
Emil Davtyan, Esq.  
880 E. Broadway  
Glendale, California 91205  
[emil@davtyanlaw.com](mailto:emil@davtyanlaw.com)

Mayall Hurley, P.C.  
John Briscoe  
2453 Grand Canal Blvd.  
Stockton, California 95207  
[jbriscoe@mayalllaw.com](mailto: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](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.:

19  
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  
28

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.

11  
12 DATED: \_\_\_\_\_, 2022

13  
14 \_\_\_\_\_  
15 The Honorable Danny Chou  
16 Judge, San Mateo Superior Court  
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# **EXHIBIT "C"**

(Proof of Submission to LWDA)

**(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 December 1, 2022, I served all interested parties in this action the following documents described as: **[PROPOSED] AMENDED JUDGMENT** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

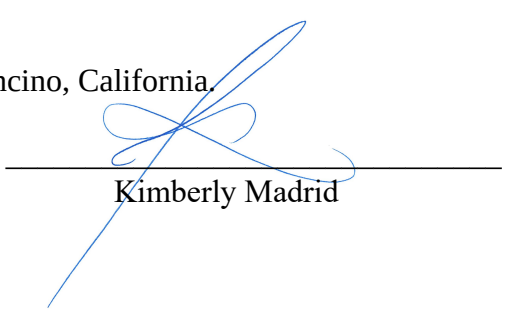
|                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <p>Heather Hearne<br/><a href="mailto:hdh@kullmanlaw.com">hdh@kullmanlaw.com</a><br/><b>The Kullman Firm, PLC</b><br/>4605 Bluebonnet Blvd., Suite A<br/>Baton Rouge, LA 70809</p> | <p>Emil Davtyan<br/><a href="mailto:emil@davtyanlaw.com">emil@davtyanlaw.com</a><br/><b>Davtyan Law Firm, Inc.</b><br/>880 E. Broadway<br/>Glendale, CA 91205</p> <p>John P. Briscoe<br/><a href="mailto:jbriscoe@mayalllaw.com">jbriscoe@mayalllaw.com</a><br/><b>Mayall Hurley P.C.</b><br/>2453 Grand Canal Boulevard<br/>Stockton, California 95207-8253</p> |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

**[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 December 1, 2022, at Encino, California.

  
\_\_\_\_\_  
Kimberly Madrid