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Attorneys for Plaintiff Raoof Abdul Sayad and the Putative Class

SUPERIOR COURT OF CALIFORNIA

IN AND FOR THE COUNTY OF SAN MATEO

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

PLAINTIFFS,

v.

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

DEFENDANTS.

Case No.: 21-CIV-00292

DECLARATION OF JOHN P. BRISCOE IN
SUPPORT OF (1) MOTION FOR FINAL
APPROVAL OF CLASS ACTION
SETTLEMENT AND (2) MOTION FOR
FINAL APPROVAL OF ATTORNEY'S
FEES AND COSTS

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

I, John P. Briscoe, declare,

I am an attorney authorized to practice before all the courts of this State, an attorney with and shareholder of Mayall Hurley P.C., and counsel for co-Plaintiff Raoof Abdul Sayad ("Sayad"). I have personal knowledge of the matters stated herein and, if called upon to do so, could and would competently testify thereto.

Background

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

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

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

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

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

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

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

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

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

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

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

19 **The Sought Attorneys' Fees and Costs Are Reasonable**

20 10. In this matter, counsel for Plaintiffs seek a total award of attorneys' fees in the amount
21 of \$126,666; of *that*, my firm seeks an attorneys' fee award of \$18,333, which is approximately 4.82
22 percent of the Gross Settlement Amount of \$380,000 (and approximately 14.47 percent of the gross
23

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

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

total of \$126,666 of attorneys' fees sought). This amount is also one-third of the \$55,000 allocated for the release of claims for (1) Failure to Provide Meal Breaks Pursuant to Labor Code §§ 226.7 and 512; (2) Failure to Pay Sick Leave at Correct Rate; and (3) Failure to Furnish Accurate Wage Statements—all claims which were added to the pleadings by virtue of the Second Amended Class and Representative Action Complaint, which added Sayad as a co-Plaintiff in this matter.

11. Based upon my experience, as well as my review of fee awards in similar class and representative actions, the requested fee request is reasonable under the circumstances and is

consistent with recent Federal and California court awards in similar wage and hour class settlements.

12. Litigating large employment class and representative actions is neither appealing to, nor realistic for many lawyers and law firms. The law is constantly changing and a single ruling or legislative change can devastate a case. (See, e.g., *Epic Systems Corp. v. Lewis* (2018) 138 S.Ct. 1612; Assembly Bill No. 1506.) Plaintiff's lawyers undertake the obligation to finance the litigation and bear significant risk in the event of an unsuccessful outcome, at trial or otherwise. This case was taken on a contingency basis with the possibility that plaintiffs' counsel would receive no compensation whatsoever for our efforts. The potential costs that must be advanced in wage and hour class and representative actions like this one are substantial.

13. Representing employees in class and representative actions also requires specialized skill and the willingness to take assume the aforementioned risks. As set forth below, Mayall Hurley, P.C. has extensive experience in employment class and representative actions.

14. In standard, single-plaintiff wage-and-hour cases, our firm routinely charges a contingent fee at or above one-third of the gross recovery. Therefore, had our firm negotiated individual retainer agreements with the Class Members in this action, we would have expected at least as much in attorney's fees, if not more, than what is hereby requested.

15. Throughout the litigation of this case (for nearly two years), Mayall Hurley P.C. has worked tirelessly and without compensation (or any promise of compensation) to achieve the Settlement reached. Work performed on this matter necessarily required Mayall Hurley P.C. to forgo other profitable work.

1 16. At all times during the pendency of this action, Mayall Hurley P.C., operated under a
2 computerized billing system. On all cases, including this case, attorneys and paralegals entered their
3 time worked on the case contemporaneously with the work done. Each billing entry is identified by
4 the initials of the timekeeper performing the work, the date the work was performed, a description of
5 the work performed, the time worked, the assigned hourly rate for the timekeeper, and the total value
6 of the work performed. Attached as **Exhibit 2** is the consolidated billing record of Mayall Hurley P.C.
7 generated by the timekeepers working on this case. These records accurately reflect the hours our
8 attorneys and paralegals have worked on this case, during which we sought to efficiently manage,
9 staff, assign, and divide the work between our respective attorneys and to avoid duplication of effort.
10 All of these hours worked were reasonably and necessarily expended on this litigation.

11 17. ***I have stricken from the attached billing record, and from my lodestar analysis,***
12 ***below, those time entries which I believe can be ascribed to Sayad's individual claims only.*** Every
13 other entry was necessary for purposes of prosecuting the class and representative claims at issue in
14 this case.

15 18. The hourly rates of individual attorneys vary depending upon his or her level of
16 experience, with more experienced attorneys billed at higher rates. The hourly rates in this matter
17 range from \$676/hour for a partner with ten years' experience litigating plaintiffs' employment cases)
18 to \$764/hr (for a partner with more than fourteen years of experience), and are commensurate with the
19 rates of practitioners with similar experience in plaintiffs' wage-and-hour class actions within the
20 California legal market, and have also been approved by numerous federal and state courts across the
21 state.³

22
23 ³ *Grady and Duran v. People 2.0 dba The Hire Source, et al.*, San Joaquin County Superior Court Case No. STK-CV-
24 UOE-2017-13867, Order Granting Plaintiff's Motion for Final Approval of Class Action Settlement, May 29, 2019,
25 (approving fee request at identical rates based upon the Laffey Matrix); *Ali v. Sutter Gould Medical Foundation, Inc.*,
26 Sacramento County Superior Court Case No. 34-2017-00217486, Order Granting Final Approval of Class Action
27 Settlement, May 30, 2019 (approving fee request at identical rates based upon the Laffey Matrix); *Kumar v. Forty Niners*
28 *Stadium Management Company, LLC*, Santa Clara County Superior Court, Case No. 17CV3121427, Order Granting Final
Approval of Class Action Settlement, Fees and Costs of Class Counsel, Service Payment to Class Representative,
Settlement Administration Costs, and Entering Final Judgment, March 29, 2019 (approving fee request at nearly identical
rates based upon the Laffey Matrix); *Smith v. Wal-Mart Stores, Inc.*, United States District Court, Northern District, Case
No. 3:16-cv-02832-JD, Order of Final Approval of Class Action Settlement and Judgment, Dkt. No. 86 filed September 21,

19. As of the filing of this Motion, the attorneys of our firm (namely, Robert J. Wasserman and I) have worked 56.2 hours in prosecuting this case. The result is a lodestar of **\$40,442.40**. The lodestar is summarized in the chart below:

<u>Timekeeper</u>	<u>Experience</u>	<u>Rate/hr</u>	<u>Hours</u>	<u>Total</u>
Robert Wasserman (Shareholder)	2008	\$764	0.20	\$152.80
John P. Briscoe (Shareholder)	2011	\$676	59.6	\$40,289.60
Total:			59.8	\$40,442.40

20. I anticipate Mayall Hurley P.C. will incur hundreds of dollars of additional attorneys' fees in representing the Class through final judgment in this matter. This will include, but not be limited to, fielding additional Class inquiries, attending the final approval and fairness Hearing, preparing for and attending a final compliance hearing, and overseeing administration of the Settlement. Each entry ascribed to myself and Robert J. Wasserman document work performed by said individual, and such was reasonable and necessary to prosecute this case.

21. To date, Mayall Hurley P.C. has incurred actual costs which are outstanding in the amount of **\$1,104.05**. These costs are for \$1,000 of the initial filing fee of \$1,435,⁴ \$9.05 in postage, and \$95 for a process server's fee. All of these costs were necessarily incurred in the

2018 (approving fee request at nearly identical rates based upon the Laffey Matrix); *Ahmed v. Beverly Health and Rehabilitation Services, Inc., et al.*, United States District Court of California, Eastern District, Case No. 2:16-1747-WBS-KJN, Memorandum and Order RE: Motion for Final Approval of Class Action Settlement and Motion for Attorneys' Fees, Costs, and Class Representative Service Payment, Dkt. No. 49, April 25, 2018 (approving fee request of one-third of the common fund at nearly identical rates based upon the Laffey Matrix); *Hugues v. The Morning Star Trucking Company, LLC*, Yolo County Superior Court Case No. CV-1215, Order Granting Final Approval of Class Action Settlement, Attorneys' Fees, Costs, Service Payment and Final Judgment, August 3, 2017 (approving fee request at nearly identical rates based on the Laffey Matrix and awarding multiplier of 1.407); *Davis v. Balfour Beatty Infrastructure, Inc.*, Los Angeles County Superior Court, Case No. BV592580, Order Granting Final Approval of Class Action Settlement, Attorneys' Fees, Costs, Service Payment and Entering Final Judgment, August 7, 2017 (approving fee request of one-third at nearly identical rates based on the Laffey Matrix) and; *Jaime v. Walt Disney Parks and Resorts U.S., Inc.*, United States District Court, Central District of California, Case No. SACV 15-01618-CJC(DFMx), Order Granting Plaintiff's Motions for Final Approval of the Settlement Agreement and for Attorney Fees, Costs, and Service Payment, Docket No. 34, June 26, 2017 (approving fee request at nearly identical rates based on the Laffey Matrix and awarding a multiplier of 1.44).

⁴ Though the attached billing/costs record does not reflect it, \$435 in costs have already been reimbursed pursuant to the individual settlement.

efficient but diligent prosecution of this action. (These entries were contemporaneously entered by staff members responsible for recording the same. Mayall Hurley P.C. has kept contemporaneous and accurate costs records, receipts and invoices, and will readily produce them to the Court, if ordered to do so. I expect we will incur additional some additional costs before this case is closed following a final compliance hearing.

The Service Enhancement Award Requested by Plaintiff is Reasonable

22. Plaintiff requests a Service Enhancement Award of \$3,000, or 0.79 percent of the Gross Settlement Amount of \$380,000. This requested award is fair and reasonable and in line with service awards in comparable cases.

23. In this case, Plaintiff bore the significant financial risk of paying at least some of Defendant's costs in the event he lost at trial. This financial risk, in a complex employment class action involving hundreds of employees, could easily total tens, if not hundreds of thousands of dollars. Those risks also included, but were not limited to, damage to his professional reputation. Such is the case here where, upon a Google search of his name reveals, on *the first page of results*, that he has engaged in employment-related litigation against his former employer.⁵ (A true and correct copy of a screenshot of these results is attached hereto as **Exhibit 3**.)

24. Plaintiff worked diligently with my office throughout this litigation, including taking numerous calls, meeting with me personally on multiple occasions to discuss the case, and participating telephonically in the mediation. In my expert opinion, Plaintiff should be rewarded for taking the initiative to pursue these claims on behalf of his coworkers, and for his role in reaching a substantial settlement providing for valuable relief to the Class. Plaintiff's commitment is further underscored by the fact that, had the Settlement not been reached, his participation may well have been required for several more years. Additionally, Plaintiff receives no special treatment under the terms of the Settlement, is entitled to only to his proportional share of the Net Settlement Amount, and will provide a broader release than all other Class Members.

⁵ The second "hit" shows Sayad's originally-filed class action in San Joaquin County Superior Court; those claims were folded into this action so that a global release could be reviewed and approved by one court.

Experience of Class Counsel

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

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

27. Mayall Hurley P.C., primarily through attorney Robert J. Wasserman and myself, has pursued this action aggressively, and many other similar, representative actions.

28. For instance, Mayall Hurley P.C. has recently been approved as class counsel in *Fernando and Kalaveras v. Burroughs, Inc.*, Alameda County Superior Court, Case No. RG18906875; *Alderson v. Alameda County Agricultural Fair Association*, Alameda County Superior Court, Case No. RG18912654; *Terry v. Mare Island Dry Dock, LLC*, Solano County Superior Court, Case No. FCS051650; *Mettler, Bender, and Rojas v. Les Schwab Tire Centers of California, Inc.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2018-476; *Escalera v. La Tapatia Mexican Market, Inc.*, San Joaquin County Superior Court, Case No., ST-CV-UOE-2017-5296; *Garcia, et al. v. HMS Host USA, Inc.*, United States District Court, Northern District of California, Case No. 17-cv-03069-RS; *Ali v. Sutter Valley Medical Foundation, Inc.*, Sacramento County Superior Court, Case No. 34-

2017-00217486; *Grady, et al. v. People 2.0 dba The Hire Source, et al.*, San Joaquin County Case No. STK-CV-UOE-2017-13867; *Kumar v. Forty Niners Stadium Management Company*, Santa Clara County Superior Court, Case No. 17CV3121427; *Gast v. Flooring Liquidators, Inc.*, Stanislaus County Superior Court, Case No. 2026223; *Russell v. KeHe Distributors, Inc.*, United States District Court, Eastern District of California, Case No. 2:17-at-00592; *Smith v. Wal-Mart Stores, Inc. et al.*, United States District Court, Northern District of California, Case No. 3:16-cv-02832-JD; *Titus v. The Martin-Brower, LLC*, United States District Court, Eastern District of California, Case No. 2:17-cv-00558-JAM-GGH; *Hugues v. The Morning Star Trucking Company, LLC, et al.*, Yolo County Superior Court Case No. CV16-1215; *Ahmed v. Beverly Health and Rehabilitation Services, Inc., et al.*, United States District Court, Eastern District of California, Case No. 2:16-cv-01747-WBS-KJN; *Guzman-Padilla, et al. v. Gerard Van De Pol, et al.*, United States District Court, Eastern District of California, Case No. 2:17-cv-00196-JAM-KJN; *Jaime v. Walt Disney Parks and Resorts U.S., Inc.*, United States District Court, Central District of California, Case No. SACV 15-01618-CJC(DFMx); *Stevens v. Suncrest Solar, Inc.*, Fresno County Superior Court, Case No. 16CECG03355; *Cardoza v. Blazona Concrete Construction, Inc.*, Alameda County Superior Court Case No. RG17866256; *Maasrani v. Waterton Hospitality Management*, San Mateo County Superior Court, Case No. 17CIV05470; *Huynh v. Parker-Hannifin Corporation*, Stanislaus County Superior Court, Case No. 2022325; *Moser v. O'Connor Woods Housing Corporation*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2014-0009861; *Bastami v. Semiconductor Components Industries, LLC*, Santa Clara County Superior Court, Case No. 16cv297447; *Davis v. Balfour Beatty Infrastructure, Inc.*, Los Angeles County Superior Court, Case No. BC592580; *Van Lith v. iHeartmedia + Entertainment, Inc. et al.*, United States District Court, Eastern District of California, Case No. 1-16-cv-00066-SKO; *Clark v. Arrow Sign Co.*, San Joaquin County Superior Court, Case No. STK-CV-UOE-2016-6457, *Moreno v. B.R. Funsten & Co.*, Solano County Superior Court Case No. FCS046149, *Taylor v. Meadowbrook Meat Company, Inc.*, United States District Court, Northern District of California, Case No. 3:15-cv-00132-LB, and *Perez et al. v. Abbate Family Farms Limited Partnership et al.*, San Joaquin County Superior Court, Case No. 39-2012-00288653-CU-OE-STK, all wage-and-hour class actions with

1 claims similar to the instant matter. Not including this matter, we have several other wage-and-hour
2 class actions currently pending final approval in which we have been preliminarily approved as class
3 counsel. My law firm and I have also represented plaintiffs in numerous representative employment
4 actions, settlements in which have been approved by multiple California and federal courts, and are
5 currently prosecuting dozens more.

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

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JOHN P. BRISCOE

Exhibit 1

LAW OFFICES
MAYALL HURLEY

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OF COUNSEL
J. ANTHONY ABBOTT

May 18, 2021

SUBMITTED ELECTRONICALLY

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

SENT VIA CERTIFIED MAIL

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

Re: Raoof Abdul Sayad

To whom it may concern:

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

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

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

Labor and Workforce Development Agency
Pegasus Aviation Services, LLC
Re: Raoof Abdul Sayad
May 18, 2021
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instead, it merely took Sayad's base hourly rate of \$32 and multiplied it by 1.5. (**Exhibit B.**) Accordingly, Pegasus Aviation Services, LLC violated Labor Code section 510.

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

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

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

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

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

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

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

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

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

Sincerely,

MAYALL HURLEY P.C.

By



JOHN P. BRISCOE

Enclosures
CC: Heather Hearne (email)

Exhibit A

Pegasus Aviation Services, LLC

2553 Dulles View Dr, Suite 700

HERNDON, VA. 20171

(571) 323-5200

Page: 11 of 56

Type: Regular

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

Pay Date: Jul 10, 2020

Check/Advice #: 3009805

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

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

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

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

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

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

Exhibit B

Pegasus Aviation Services, LLC

2553 Dulles View Dr, Suite 700

HERNDON, VA. 20171

(571) 323-5200

Page: 13 of 56

Type: Regular

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

Pay Date: Jul 10, 2020

Check/Advice #: 3009785

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

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

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

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

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

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

Exhibit C

Pegasus Aviation Services, LLC

Employee Earnings Report

Check Detail

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

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05/09/21

10:25 PM

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

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

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

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

Pegasus/Sayad_000058

Exhibit 2

Voice (209) 477-3833
Facsimile (209) 473-4818

LAW OFFICES
MAYALL HURLEY
A PROFESSIONAL CORPORATION
2453 GRAND CANAL BOULEVARD
SECOND FLOOR
STOCKTON, CALIFORNIA 95207-8253

August 30, 2022
Invoice Number 0

RAOOF ABDUL SAYAD
8335 N. EL DORADO ST.
STOCKTON, CA 95210

In the matter of: SAYAD V. PEGASUS AVIATION SERVICES, LLC -
CONTINGENCY
Our file number: BRS 20308

For Professional Services Rendered

JPB	04/27/2021		0.50	0.50	676.00	338.00
04/27/2021	JPB	Background research re Defendant. Prepare records request letter.		0.50		\$338.00
JPB	04/27/2021		1.80	1.80	676.00	1,216.80
04/27/2021	JPB	Initial client consultation. Review and analyze client documents and determine putative claims. Prepare signing documents.		1.80		\$1,216.80
JPB	04/28/2021		2.50	2.50	676.00	1,690.00
04/28/2021	JPB	Continue to review client documents and develop case strategy. Outline FEHA claims and draft DFEH complaint. Emails with client re facts of case.		2.50		\$1,690.00
JPB	04/30/2021		0.30	0.30	676.00	202.80
04/30/2021	JPB	Continue to revise DFEH complaint. Email draft complaint to client for review.		0.30		\$202.80
JPB	04/30/2021		0.30	0.30	676.00	202.80
04/30/2021	JPB	Phone call with client re facts of case and DFEH complaint.		0.30		\$202.80
JPB	05/03/2021		0.50	0.50	676.00	338.00
05/03/2021	JPB	Continue to analyze client documents and revise DFEH complaint. Send draft complaint to client for further review.		0.50		\$338.00
JPB	05/03/2021		0.90	0.90	676.00	608.40
05/03/2021	JPB	Finalize and submit DFEH complaint. Prepare letter to defendant with complaint and regarding potential early resolution.		0.90		\$608.40
JPB	05/18/2021		1.00	1.00	676.00	676.00
05/18/2021	JPB	Receive, review, and analyze client's payroll records.		1.00		\$676.00
JPB	05/18/2021		3.50	3.50	676.00	2,366.00
05/18/2021	JPB	Review client documents and payroll summaries and analyze Labor Code claims. Phone call with client re facts of case. Continued research and analysis and prepare and submit LWDA letter. Email def. counsel with courtesy copy.		3.50		\$2,366.00
JPB	05/31/2021		0.20	0.20	676.00	135.20
05/31/2021	JPB	Receive and briefly review additional pre-lit documents from Defendant. Emails with def. counsel re same.		0.20		\$135.20

JPB	05/31/2021		1.20	1.20	676.00	811.20
05/31/2021	JPB	Review and analyze client's personnel records produced by Defendant. Email to def. counsel re case and potential settlement.		1.20		\$811.20
JPB	06/01/2021		0.10	0.10	676.00	67.60
06/01/2021	JPB	Emails with def. counsel re conference call to discuss potential settlement.		0.10		\$67.60
JPB	06/04/2021		0.30	0.30	676.00	202.80
06/04/2021	JPB	Review case file and prepare for conference call with def. counsel regarding facts of case and potential resolution.		0.30		\$202.80
JPB	06/04/2021		0.40	0.40	676.00	270.40
06/04/2021	JPB	Phone call with def. counsel re facts of case, alleged claims, and potential resolution.		0.40		\$270.40
JPB	06/07/2021		0.10	0.10	676.00	67.60
06/07/2021	JPB	Emails with client re additional client documents.		0.10		\$67.60
JPB	06/07/2021		2.90	2.90	676.00	1,960.40
06/07/2021	JPB	Continue to outline and analyze claims and prepare civil complaint. Email def. counsel re same and settlement discussions.		2.90		\$1,960.40
JPB	06/14/2021		0.20	0.20	676.00	135.20
06/14/2021	JPB	Emails with client re case status/next steps.		0.20		\$135.20
JPB	06/22/2021		0.10	0.10	676.00	67.60
06/22/2021	JPB	Email from def. counsel re potential settlement of case/draft complaint.		0.10		\$67.60
JPB	06/25/2021		1.10	1.10	676.00	743.60
06/25/2021	JPB	Review and analyze client's personnel records produced by Defendant.		1.10		\$743.60
JPB	07/15/2021		0.10	0.10	676.00	67.60
07/15/2021	JPB	Emails with def. counsel re potential early settlement.		0.10		\$67.60
JPB	07/16/2021		1.00	1.00	676.00	676.00
07/16/2021	JPB	Phone call with def. counsel re facts of case and potential settlement. Further analysis of earlier-filed Richardson case and impact on instant case.		1.00		\$676.00
JPB	07/21/2021		0.80	0.80	676.00	540.80
07/21/2021	JPB	Phone call with client re case strategy, previously-filed class action, and next steps. Prepare revised LSA and transmit to client.		0.80		\$540.80
JPB	07/22/2021		3.90	3.90	676.00	2,636.40
07/22/2021	JPB	Further phone call with client re case strategy and revised LSA. Prepare class action complaint and compile exhibits.		3.90		\$2,636.40
JPB	07/29/2021		0.10	0.10	676.00	67.60
07/29/2021	JPB	Receive conformed complaint. Email def. counsel re service.		0.10		\$67.60
JPB	08/03/2021		0.10	0.10	676.00	67.60
08/03/2021	JPB	Emails with def. counsel re service of process.		0.10		\$67.60
JPB	08/10/2021		0.30	0.30	676.00	202.80
08/10/2021	JPB	Prepare 170.6 challenge.		0.30		\$202.80
JPB	08/12/2021		0.10	0.10	676.00	67.60
08/12/2021	JPB	Receive and review proof of service.		0.10		\$67.60
JPB	08/23/2021		0.10	0.10	676.00	67.60
08/23/2021	JPB	Receive and review notice of reassignment of judge/recalendared CMC.		0.10		\$67.60

JPB	09/02/2021	0.80	0.80	676.00	540.80
09/02/2021	JPB	Receive and review notice of removal and supporting documents, including Answer. Determine further needed action.		0.80	\$540.80
JPB	09/02/2021	0.20	0.20	676.00	135.20
09/02/2021	JPB	Email client re case status and removal.		0.20	\$135.20
JPB	09/02/2021	0.20	0.20	676.00	135.20
09/02/2021	JPB	Phone call and emails with client re removal and case strategy.		0.20	\$135.20
RJW	09/03/2021	0.20	0.20	764.00	152.80
09/03/2021	RJW	Conference with Briscoe re strategy		0.20	\$152.80
JPB	09/03/2021	0.50	0.50	676.00	338.00
09/03/2021	JPB	Receive and review Judge Mueller's standing order. Develop discovery plan. Email def. counsel re R. 26 early conference.		0.50	\$338.00
JPB	09/03/2021	0.20	0.20	676.00	135.20
09/03/2021	JPB	Emails with def. counsel re R. 26(f) conference.		0.20	\$135.20
JPB	09/03/2021	0.10	0.10	676.00	67.60
09/03/2021	JPB	Emails with RJW and def. counsel re stipulation to magistrate judge.		0.10	\$67.60
JPB	09/23/2021	0.20	0.20	676.00	135.20
09/23/2021	JPB	Emails with def. counsel re R26(f) conference.		0.20	\$135.20
JPB	10/18/2021	1.50	1.50	676.00	1,014.00
10/18/2021	JPB	Review and analyze case file and prepare Rule 26 disclosures. Phone call with client re case status and economic damages.		1.50	\$1,014.00
JPB	10/22/2021	0.10	0.10	676.00	67.60
10/22/2021	JPB	Emails with def. counsel re disclosures.		0.10	\$67.60
JPB	10/22/2021	4.20	4.20	676.00	2,839.20
10/22/2021	JPB	Analyze legal issues and develop discovery plan. Prepare initial round of written discovery.		4.20	\$2,839.20
JPB	10/22/2021	0.20	0.20	676.00	135.20
10/22/2021	JPB	Emails with def. counsel re notice of related case.		0.20	\$135.20
JPB	10/27/2021	0.10	0.10	676.00	67.60
10/27/2021	JPB	Receive and review defendant's initial disclosures.		0.10	\$67.60
JPB	10/29/2021	1.00	1.00	676.00	676.00
10/29/2021	JPB	Continue to prepare and revise initial round of written discovery.		1.00	\$676.00
JPB	11/01/2021	0.10	0.10	676.00	67.60
11/01/2021	JPB	Email from def. counsel; review and analyze revised draft notice of related case (Richardson).		0.10	\$67.60
JPB	11/12/2021	0.10	0.10	676.00	67.60
11/12/2021	JPB	Emails with def. counsel re discovery extension.		0.10	\$67.60
JPB	11/15/2021	0.70	0.70	676.00	473.20
11/15/2021	JPB	Phone call with plaintiff's counsel in related Richardson case re mediation and potential consolidation of cases for settlement purposes. Discuss case posture and strategy with RJW. Emails with counsel for Richardson.		0.70	\$473.20
JPB	11/23/2021	0.10	0.10	676.00	67.60
11/23/2021	JPB	Email def. counsel re potential settlement.		0.10	\$67.60
JPB	12/01/2021	0.10	0.10	676.00	67.60
12/01/2021	JPB	Emails with def. counsel re potential resolution.		0.10	\$67.60

JPB	12/01/2021	0.30	0.30	676.00	202.80
12/01/2021	JPB	Phone call with OPC re potential resolution and related case.		0.30	\$202.80
JPB	12/27/2021	0.10	0.10	676.00	67.60
12/27/2021	JPB	Emails with def. counsel re R26 report.		0.10	\$67.60
JPB	01/10/2022	0.10	0.10	676.00	67.60
01/10/2022	JPB	Phone call with client re case status.		0.10	\$67.60
JPB	01/10/2022	0.10	0.10	676.00	67.60
01/10/2022	JPB	Email OPC re settlement discussions.		0.10	\$67.60
JPB	01/10/2022	0.20	0.20	676.00	135.20
01/10/2022	JPB	Phone call with client re case status/settlement discussions. Phone call with OPC re class data and potential settlement.		0.20	\$135.20
JPB	01/13/2022	1.50	1.50	676.00	1,014.00
01/13/2022	JPB	Prepare for and attend status/scheduling conference.		1.50	\$1,014.00
JPB	01/17/2022	0.10	0.10	676.00	67.60
01/17/2022	JPB	Emails with def. counsel re discovery extension.		0.10	\$67.60
JPB	01/20/2022	0.50	0.50	676.00	338.00
01/20/2022	JPB	Phone call with client. Email OPC with class settlement proposal.		0.50	\$338.00
JPB	01/21/2022	1.20	1.20	676.00	811.20
01/21/2022	JPB	Review file, update damages model, and determine potential settlement range for individual claims. Phone calls with client re facts of case, strategy, and opening demand. Email to OPC with individual demand.		1.20	\$811.20
JPB	01/31/2022	0.10	0.10	676.00	67.60
01/31/2022	JPB	Email from OPC re settlement discussions/counteroffer.		0.10	\$67.60
JPB	01/31/2022	1.00	1.00	676.00	676.00
01/31/2022	JPB	Receive and analyze correspondence from OPC with settlement offers. Continue to review file and draft response with revised demands. Email client re same.		1.00	\$676.00
JPB	02/01/2022	0.30	0.30	676.00	202.80
02/01/2022	JPB	Phone call with client re settlement discussions. Revise and send correspondence to OPC with revised demands.		0.30	\$202.80
JPB	02/01/2022	1.00	1.00	676.00	676.00
02/01/2022	JPB	Further phone calls and emails with both OPC and client re settlement discussions. Continue to analyze case for settlement purposes and recalibrate settlement strategy.		1.00	\$676.00
JPB	02/02/2022	0.20	0.20	676.00	135.20
02/02/2022	JPB	Emails with OPC re settlement discussions.		0.20	\$135.20
JPB	02/02/2022	0.20	0.20	676.00	135.20
02/02/2022	JPB	Further emails with OPC re settlement discussions.		0.20	\$135.20
JPB	02/03/2022	0.20	0.20	676.00	135.20
02/03/2022	JPB	Further emails with OPC re settlement discussions.		0.20	\$135.20
JPB	02/08/2022	0.10	0.10	676.00	67.60
02/08/2022	JPB	Phone call with OPC re settlement discussions.		0.10	\$67.60
JPB	02/14/2022	1.80	1.80	676.00	1,216.80
02/14/2022	JPB	Prepare draft SAC for related Richardson case.		1.80	\$1,216.80
JPB	02/15/2022	1.00	1.00	676.00	676.00
02/15/2022	JPB	Continue to prepare SAC for Richardson case.		1.00	\$676.00

JPB	02/18/2022	1.80	1.80	676.00	1,216.80
02/18/2022	JPB	Continue to prepare draft SAC for Richardson case. Email co-counsel.		1.80	\$1,216.80
JPB	02/28/2022	0.10	0.10	676.00	67.60
02/28/2022	JPB	Emails with co-counsel in Richardson re SAC.		0.10	\$67.60
JPB	03/08/2022	0.10	0.10	676.00	67.60
03/08/2022	JPB	Emails with OPC re Sayad settlement/MOU.		0.10	\$67.60
JPB	03/11/2022	0.10	0.10	676.00	67.60
03/11/2022	JPB	Phone call with client re status of settlement and further action.		0.10	\$67.60
JPB	03/21/2022	0.10	0.10	676.00	67.60
03/21/2022	JPB	Emails with OPC and co-counsel re Second Amended Complaint.		0.10	\$67.60
JPB	03/29/2022	0.60	0.60	676.00	405.60
03/29/2022	JPB	Review and make additional edits to MOU.		0.60	\$405.60
JPB	03/31/2022	0.10	0.10	676.00	67.60
03/31/2022	JPB	Receive and review fully-signed MOU.		0.10	\$67.60
JPB	03/31/2022	0.10	0.10	676.00	67.60
03/31/2022	JPB	Email OPC re SAC (Richardson case).		0.10	\$67.60
JPB	04/05/2022	0.40	0.40	676.00	270.40
04/05/2022	JPB	Review and edit SAC.		0.40	\$270.40
JPB	04/05/2022	0.90	0.90	676.00	608.40
04/05/2022	JPB	Prepare stip re SAC. Emails with OPC and co-counsel re same.		0.90	\$608.40
JPB	04/05/2022	0.40	0.40	676.00	270.40
04/05/2022	JPB	Further edits to SAC. Emails re same.		0.40	\$270.40
JPB	04/05/2022	0.20	0.20	676.00	135.20
04/05/2022	JPB	Further emails re SAC.		0.20	\$135.20
JPB	04/08/2022	0.50	0.50	676.00	338.00
04/08/2022	JPB	Receive and review long-form settlement agreement.		0.50	\$338.00
JPB	04/08/2022	0.10	0.10	676.00	67.60
04/08/2022	JPB	Email co-counsel and OPC re stip/order re SAC.		0.10	\$67.60
JPB	04/08/2022	1.00	1.00	676.00	676.00
04/08/2022	JPB	Further review of and revisions to long-form class action settlement agreement. Emails with co-counsel.		1.00	\$676.00
JPB	04/13/2022	0.30	0.30	676.00	202.80
04/13/2022	JPB	Receive and review changes to settlement agreement (class). Email co-counsel re same.		0.30	\$202.80
JPB	04/13/2022	0.20	0.20	676.00	135.20
04/13/2022	JPB	Email from co-counsel. Receive and review further edits to class SA.		0.20	\$135.20
JPB	04/14/2022	0.70	0.70	676.00	473.20
04/14/2022	JPB	Further emails with co-counsel and OPC re class action settlement agreement. Send to and discuss with client. Receive signed agreement and execute same.		0.70	\$473.20
JPB	04/19/2022	3.60	3.60	676.00	2,433.60
04/19/2022	JPB	Review and revise motion for preliminary approval. Draft declaration ISO motion Emails with counsel.		3.60	\$2,433.60
JPB	04/20/2022	0.90	0.90	676.00	608.40
04/20/2022	JPB	Review papers ISO motion for PA. Emails with counsel.		0.90	\$608.40

JPB	04/21/2022	0.10	0.10	676.00	67.60
04/21/2022	JPB	Receive and review conformed SAC (Richardson).		0.10	\$67.60
JPB	04/21/2022	1.50	1.50	676.00	1,014.00
04/21/2022	JPB	Prepare FAC and stip/order to file same. Email OPC.		1.50	\$1,014.00
JPB	04/25/2022	0.10	0.10	676.00	67.60
04/25/2022	JPB	Receive and review non-opposition to motion for PA (Richardson).		0.10	\$67.60
JPB	04/26/2022	0.30	0.30	676.00	202.80
04/26/2022	JPB	Emails with OPC and finalize stip/order re FAC.		0.30	\$202.80
JPB	05/09/2022	0.10	0.10	676.00	67.60
05/09/2022	JPB	Email OPC re individual settlement agreement.		0.10	\$67.60
JPB	05/10/2022	0.40	0.40	676.00	270.40
05/10/2022	JPB	Receive and review tentative ruling on motion for PA. Emails with OPC and co-counsel.		0.40	\$270.40
JPB	05/11/2022	0.40	0.40	676.00	270.40
05/11/2022	JPB	Receive, review, and revise draft settlement agreement (individual). Emails with NFS.		0.40	\$270.40
JPB	05/12/2022	0.30	0.30	676.00	202.80
05/12/2022	JPB	Appear for hearing on motion for preliminary approval. Emails with co-counsel and OPC.		0.30	\$202.80
JPB	05/12/2022	1.00	1.00	676.00	676.00
05/12/2022	JPB	Receive, review, and edit individual settlement agreement. Emails with OPC.		1.00	\$676.00
JPB	05/16/2022	0.10	0.10	676.00	67.60
05/16/2022	JPB	Email OPC re individual SA.		0.10	\$67.60
JPB	05/19/2022	0.10	0.10	676.00	67.60
05/19/2022	JPB	Email OPC re individual SA.		0.10	\$67.60
JPB	05/23/2022	0.50	0.50	676.00	338.00
05/23/2022	JPB	Emails with OPC re individual settlement agreement.		0.50	\$338.00
JPB	05/23/2022	0.50	0.50	676.00	338.00
05/23/2022	JPB	Receive signed settlement agreement from client. Prepare stip. of dismissal.		0.50	\$338.00
JPB	05/24/2022	0.10	0.10	676.00	67.60
05/24/2022	JPB	Emails with OPC re individual settlement checks.		0.10	\$67.60
JPB	05/25/2022	0.10	0.10	676.00	67.60
05/25/2022	JPB	Emails with OPC re responsive pleading in FEHA case.		0.10	\$67.60
JPB	05/25/2022	0.10	0.10	676.00	67.60
05/25/2022	JPB	Receive and review fully-signed SA.		0.10	\$67.60
JPB	05/26/2022	0.20	0.20	676.00	135.20
05/26/2022	JPB	Receive and review stip. re responsive pleading. Emails with OPC.		0.20	\$135.20
JPB	05/31/2022	0.20	0.20	676.00	135.20
05/31/2022	JPB	Receive and review minute order re settlement/responsive pleading. Receive and review settlement check for wages.		0.20	\$135.20
JPB	06/06/2022	0.10	0.10	676.00	67.60
06/06/2022	JPB	Email OPC re settlement checks.		0.10	\$67.60
JPB	06/13/2022	0.10	0.10	676.00	67.60
06/13/2022	JPB	Emails with client re settlement distribution.		0.10	\$67.60

JPB	06/14/2022	0.20	0.20	676.00	135.20
06/14/2022	JPB	Receive and review revised class settlement calculations.		0.20	\$135.20
JPB	07/06/2022	0.40	0.40	676.00	270.40
07/06/2022	JPB	Emails with OPC. Revise stip of dismissal. Receive minute order re dismissal.		0.40	\$270.40
JPB	08/15/2022	0.10	0.10	676.00	67.60
08/15/2022	JPB	Email co-counsel re objectors/opt-outs to class settlement.		0.10	\$67.60
JPB	08/23/2022	0.10	0.10	676.00	67.60
08/23/2022	JPB	Emails with co-counsel re motion for fees/costs, et al.		0.10	\$67.60
JPB	08/24/2022	1.20	1.20	676.00	811.20
08/24/2022	JPB	Receive and review draft motions for final approval and fees and costs. Review billings. Prepare supporting declaration. Emails with co-counsel.		1.20	\$811.20
JPB	08/29/2022	2.20	2.20	676.00	1,487.20
08/29/2022	JPB	Phone call with client and prepare declaration. Finalize JPB declaration and compile exhibits. Emails with co-counsel.		2.20	\$1,487.20

Total professional services:**\$45,782.80****Expenses**

C001	07/22/2021	\$1,435.00	
Invoice # BRS-20308			
07/22/2021	SAN JOAQUIN COUNTY SUPERIOR COURT; Invoice # BRS-20308; Clerk/Court Filing Fees		\$1,435.00
C011	07/22/2021	\$9.05	
07/22/2021	Postage / Certified Mail		\$9.05
E113	08/17/2021	\$95.00	
Invoice # jobri.39003			
08/17/2021	VALPRO ATTORNEY SERVICES; Invoice # jobri.39003; Subpoena/Processor Fees		\$95.00

Total expenses:**\$1,539.05****Current charges:****\$47,321.85****Summary:**

Previous balance brought forward:	\$22,434.00
Payments applied:	\$0.00
Adjustments made:	-\$22,434.00
Current Charges:	\$47,321.85
Discount	\$0.00

Total Amount Now Due:**\$47,321.85**

Exhibit 3



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/ [Raoof Abdul Sayad vs Pegasus Aviation Services, LLC](#)

This case was last updated from **San Joaquin County Superior Courts** on 09/16/2021 at 06:41:12 (UTC).

[Update This Case](#)

Raoof Abdul Sayad vs Pegasus Aviation Services, LLC

Case Summary

On 07/26/2021 **Raoof Abdul Sayad** filed a Labor - Other Labor lawsuit against **Pegasus Aviation Services, LLC**. This case was filed in San Joaquin County Superior Courts, Stockton Courthouse located in San Joaquin, California. The Judge overseeing this case is Lee, Jayne. The case status is Other - Transferred.

[Case Details](#) [Parties](#) [Documents](#) [Dockets](#)

Case Details

Case Number:

*****7032

Filing Date:

07/26/2021

Case Status:

Other - Transferred

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[San Joaquin County Superior Courts](#)

Courthouse:

[Stockton Courthouse](#)

County, State:

San Joaquin, California

Judge Details

Judge

Lee, Jayne

Party Details

Plaintiff

Sayad, Raoof Abdul

Defendant

Pegasus Aviation Services, LLC

Attorney/Law Firm Details

Plaintiff Attorney

Briscoe, John P

Defendant Attorney

Hearne, Heather D.

Court Documents

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Notice of Case Assignment / Notice of Case Assignment and ☐ Download	CM010 Civil Case Cover Sheet Civil Case Cover Sheet filed by ☐ Download	SUM100 Summons Civil Summons issued and filed. Action ☐ Download	Complaint Complaint Unlimited Civil ☐ Download
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POS010 Proof of Service of Proof of Service of Summons on to ☐ Download	Peremptory Challenge Declaration of prejudice pursuant ☐ Download	Notice of Reassignment of Jayne Lee Assigned Judge ☐ Download	Notice of Hearing Hearing regarding: Case Management ☐ Download
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Answer Defendant Pegasus Aviation Services ☐	Notice of Removal to Federal Court Notice of Removal to Federal Court ☐
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Docket Entries

01/21/2022

Hearing Hearing Type: Case Management Conference; Court Room: 10D; Result: Reassigned; Judge: Barbara Kronlund; Participant: Pegasus Aviation Services, LLC (Defendant); Participant: Raoof Abdul Sayad (Plaintiff)

01/21/2022

Hearing Hearing Type: Case Management Conference; Court Room: 10C; Result: Vacated; Judge: Jayne Lee; Participant: Pegasus Aviation Services, LLC (Defendant); Participant: Raoof Abdul Sayad (Plaintiff)

09/09/2021

Docket Hearing Result: Vacated Judge: Lee, Jayne.

09/02/2021

Docket Case status updated to Removed to Federal Court. Judge: Lee, Jayne.

09/02/2021

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Docket Notice of Removal to Federal Court filed by Pegasus Aviation Services, LLC. Action Type: Notice of Removal to Federal Court; Judge: Lee, Jayne.

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Docket Defendant Pegasus Aviation Services, LLC's Answer and Affirmative Defenses to Plaintiff's Complaint----First Paper Unlimited Civil (amount over \$25,000) filed by Pegasus Aviation Services, LLC. Action Type: First Paper Unlimited Civil (amount over \$25,000); Judge: Lee, Jayne.

09/01/2021

Docket Payment received by LLC Pegasus Aviation Services in the amount of \$435.00. Receipt number 676046. Judge: Lee, Jayne.

09/01/2021

Docket Attorney, Heather D. Hearne, retained for Pegasus Aviation Services, LLC . Judge: Lee, Jayne.

08/18/2021

Docket Hearing Result: Reassigned Judge: Kronlund, Barbara.

08/18/2021

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Docket Jayne Lee Assigned. Judge: Lee, Jayne.

4 More Docket Entries

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Docket Summons issued and filed. Action Type: Summons - Civil; Judge: Kronlund, Barbara.

07/26/2021

Docket Hearing regarding: Case Management Conference , set for 01/21/2022 at 8:45 AM before Hon. Barbara Kronlund in Department 10D. Judge: Kronlund, Barbara.

07/26/2021

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Docket Civil Case Cover Sheet filed by Sayad, Raoof Abdul. Action Type: Civil Case Cover Sheet; Judge: Kronlund, Barbara.

07/26/2021

Docket Complex Case Fee (One fee for all Plaintffs) filed by Sayad, Raoof Abdul. Action Type: Complex Case Fee (One fee for all Plaintffs); Judge: Kronlund, Barbara.

07/26/2021

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Docket Complaint Unlimited Civil (over \$25,000) filed by Sayad, Raoof Abdul. Action Type: Complaint Unlimited Civil (over \$25,000); Judge: Kronlund, Barbara.

07/26/2021

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07/26/2021

Docket Payment received by Raoof Sayad in the amount of \$1435.00. Receipt number 663906.
Judge: Kronlund, Barbara.

07/26/2021

Docket Attorney, John P Briscoe, retained for Raoof Abdul Sayad . Judge: Kronlund, Barbara.

07/26/2021

[View Court Documents](#)

Docket Notice of Case Assignment and Scheduling Information. Judge: Kronlund, Barbara.

07/26/2021

Docket Case initiated. Judge: Kronlund, Barbara.



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[M-I, LLC v. The Superior Court of Kern County](#)

California Courts Of Appeal | Other | 2021-11-10

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CARLOS CHAVEZ VS SCHLUMBERGER
TECHNOLOGY CORPORATION, A TEXAS
CORPORATION, ET AL.

Los Angeles County Superior Courts | Labor | 2021-04-29

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(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 August 31, 2022, I served all interested parties in this action the following documents described as: **DECLARATION OF JOHN P. BRISCOE IN SUPPORT OF (1) MOTION FOR FINAL APPROVAL OF CLASS ACTION SETTLEMENT AND (2) MOTION FOR FINAL APPROVAL OF ATTORNEY'S FEES AND COSTS** by placing a true copy thereof enclosed in a sealed envelope addressed as follows:

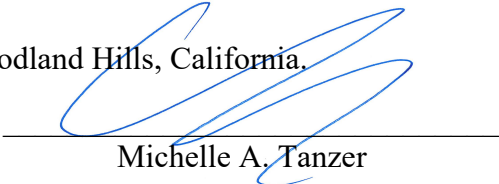
Heather Hearne hdh@kullmanlaw.com The Kullman Firm, PLC 4605 Bluebonnet Blvd., Suite A Baton Rouge, LA 70809	Emil Davtyan emil@davtyanlaw.com Davtyan Law Firm, Inc. 880 E. Broadway Glendale, CA 91205 John P. Briscoe jbriscoe@mayalllaw.com Mayall Hurley P.C. 2453 Grand Canal Boulevard Stockton, California 95207-8253
--	--

[XX] BY ELECTRONIC SERVICE: I caused a true and correct copy thereof to be electronically filed using the Labor and Workforce Development Agency Electronic Filing ("EF") System (<https://dir.tfaforms.net/315>) and service was completed by electronic means by transmittal of the documents referenced herein on the EF System.

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

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

Executed on August 31, 2022, at Woodland Hills, California.


Michelle A. Tanzer