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Attorneys for Plaintiff
BERNIE GERMANI

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

BERNIE GERMANI, as an aggrieved employee
pursuant to the Private Attorneys General Act
("PAGA"),

PLAINTIFF,

vs.

HORIZON AIR INDUSTRIES, INC., a
Washington Corporation; Alaska Airlines, Inc., an
Alaska Corporation; and DOES 1 through 20,

DEFENDANTS.

Case No.: 21STCV11163

PAGA ENFORCEMENT ACTION

**DECLARATION OF MATTHEW S.
D'ABUSCO IN SUPPORT OF MOTION FOR
APPROVAL OF PAGA SETTLEMENT**

Date: April 26, 2022

Time: 8:30 a.m.

Dept: 78

[Reservation No. 966662442038]

[Filed concurrently with Notice of Motion and
Motion; Memorandum of Points and Authorities;
Declaration of Cynthia S. Sandoval; Declaration
of Bernie Germani; Declaration of Carlos
Canizales; and [Proposed] Judgment]

Complaint Filed: March 23, 2021

Trial Date: None

DECLARATION OF MATTHEW S. D'ABUSCO

I, Mathew S. D'Abusco, hereby declare as follows:

1. My name is Matthew S. D'Abusco. I am an attorney at law licensed to practice in all of the Courts in the State of California as well as the United States District Court in the Central District of California. I am a Partner with the law firm Ares Law Group, P.C. ("ALG"), counsel of record for Plaintiffs Bernie Germani and Carlos Canizales ("Plaintiffs") in the above-captioned matter. I am one of the ALG attorneys primarily responsible for the handling of this case and make this declaration in support of Plaintiffs' Motion for PAGA Approval. I am personally familiar with ALG's files and records regarding this litigation. All of the facts set forth below are of my own personal knowledge and, if called as a witness, I could and would competently testify as to each of them.

2. In June 2004, I graduated from the University of California at Irvine with a Bachelor of Arts Degree in Political Science. In May 2007, I graduated from Chapman University School of Law with a Juris Doctorate.

3. I passed the California bar examination in November 2007 and was admitted to practice law in all courts in the State of California, as well as the United States District Court for the Central District of California, that same month.

4. Beginning in May 2006, following my second year of law school, I worked as a law clerk in the employment department at Atkinson, Andelson, Loya, Ruud and Romo ("AALRR") in Cerritos, California. AALRR is a statewide law firm with more than 135 attorneys spread between eight (8) offices. I continued working as a law clerk at AALRR until November 2007 when, after being admitted to practice, I became an associate attorney with the firm.

5. Throughout my tenure at AALRR, I was a member of the firm's employment law, litigation, and class action defense practice groups. Employment related litigation, both general and complex, was the focus of my practice and I handled a wide variety of cases involving breach of contract, unfair competition, wage and hour, discrimination, harassment, retaliation, and wrongful termination claims in both State and Federal Court. My litigation experience ranged from the initial pleading phase through trial. While the majority of my practice was devoted to defense work, from time to time, I also prosecuted claims on behalf of employer clients. Among other things, this included being lead counsel in

two (2) successful trials in California Superior Court, second chairing multiple arbitrations, and being lead counsel in a number of governmental administrative hearings.

6. From the inception of my career, and even as a law clerk, I have been actively and substantially involved in the handling of class action employment litigation. During my time at AALRR, I was a member of the class action defense practice group—the team of attorneys specializing in the handling of employment class actions. Specifically, between 2006 and 2012, I was one of the attorneys primarily responsible for litigating more than ten (10) different class actions. This included working on all aspects and phases of litigation ranging from pleading disputes, to class discovery, to the preparation and gathering of evidence to oppose certification, to contentious law and motion disputes, to mediation, as well as opposing class certification.

7. In August 2012, I joined Jackson Lewis P.C. as an associate attorney. Jackson Lewis is nationally recognized as one of the leading labor and employment law firms in the United States. While at Jackson Lewis, I represented local, national, and international clients, including Fortune 100 and 500 companies, in all types of employment matters including cases involving discrimination, harassment, retaliation, wrongful termination, wage and hour issues (such as unpaid minimum wages, unpaid overtime, meal and rest periods, commissions, travel time, bonuses and expense reimbursement), leaves of absence, and employment contracts. My experience in such matters again covered the full litigation spectrum from initial case investigation and evaluation, to defense strategy, to governmental adjudicative hearings, to discovery, to summary judgment, and appellate work. As one example, I was lead counsel responsible for more than five (5) separate arbitrations in 2014 alone, litigating and obtaining outright dismissals all but one, which I successfully arbitrated to a full defense decision.

8. During my time at Jackson Lewis, I continued to maintain a significant employment class action caseload. From August 2012 to March 2015, I was one of the attorneys primarily responsible for five (5) different class actions and I also provided significant assistance on an additional five (5) class actions.

9. With respect to those cases in which I was one of the primary responsible attorneys, I was involved in all aspects of handling litigation. This included initial case review and investigation, determining defense strategy, implementing defense strategy in litigation, leading teams of attorneys to

1 execute case strategy and prepare for class certification, discovery, drafting and arguing motions and
2 briefs, taking and defending depositions, handling mediations, and facilitating approval of class
3 settlement.

4 10. In April 2015, I founded Ares Law Group, LLP with another former Jackson Lewis
5 attorney, which exclusively represented individuals in employment related disputes, including class and
6 California Private Attorneys' General Act actions. Between Ares Law Group, LLP and ALG, I have
7 handled more than twelve (12) employment class actions and representative claims under the California
8 Private Attorney General Act.

9 11. In sum, since I was admitted to practice in November 2007, I either primarily handled, or
10 significantly contributed to, more than thirty-two (32) different employment class actions and California
11 Private Attorneys' General Act cases.

12 12. In my experience handling both employment class actions as well as California Private
13 Attorneys' General Act cases, I have extensive experience analyzing time and payroll records and
14 preparing corresponding data analysis for purposes of evaluating potential liability exposure. I have
15 performed this work on behalf of employers, putative classes, and aggrieved employees.

16 13. On January 12, 2021, Plaintiff Germani submitted a PAGA letter to the California Labor
17 and Workforce Development Agency ("LWDA"). On March 9, 2021, Plaintiff Canizales submitted a
18 separate PAGA letter to the LWDA. True and correct copies of each PAGA letter Plaintiffs sent to the
19 LWDA are attached hereto as Exhibit "1." The LWDA did not initiate an investigation into either letter.
20 Having thus exhausted their respective administrative remedy requirements, Plaintiff Germani filed an
21 initial Complaint in this Court on March 23, 2021 alleging a single cause of action for civil penalties under
22 PAGA. On May 17, 2021, Plaintiffs filed a First Amended Complaint for the sole purpose of adding
23 Plaintiff Canizales.

24 14. Since the inception of this case, ALG commenced and continued to advance an extensive
25 and comprehensive investigation into the merits of the case. After its initial investigation into the merits
26 of Plaintiffs' individual claims, ALG sought additional records from Defendant and sent PAGA letters to
27 the LWDA. Since contact with Defendant was formally established, the parties have engaged in
28 consistent, detailed, and thorough discussions and evidentiary exchanges about the merits of this case.

1 This included, among other things, detailed communications about the merits of the case, the scope of
2 claims and aggrieved employees, as well as informal exchanges of information and documentation for
3 purposes of considering potential resolution. Considering Defendant ceased operations in October 2020
4 and the available statutory period for the imposition of PAGA penalties was only seven (7) months, as
5 well as the fact the total number of aggrieved employees was just 395, the opportunity to explore potential
6 early resolution of this matter became of greater relevance and importance.

7 15. Overall, ALG performed an extensive investigation into the claims at issue, which
8 included: (1) determining Plaintiffs' suitability as a private attorney general through legal research,
9 interviews, and analyses of their employment files and related records; (2) evaluating all of Plaintiffs'
10 potential predicate claims for PAGA civil penalties; (3) researching similar wage and hour actions as to
11 the claims brought, the nature of the positions, and the type of employer; (4) analyzing each of the
12 Defendant's employment policies and practices; (5) researching settlements in similar cases as well as
13 outstanding issues which could affect settlement approval; (6) analyzing Defendant's time and payroll
14 records to determine Defendant's potential liability for each claim for purposes of settlement; (7) engaging
15 in extensive settlement discussions necessary to resolve the case. The discussions, document and data
16 exchanges have allowed Plaintiffs' Counsel to fully assess the nature and magnitude of the PAGA claims
17 being settled, as well as the impediments to recovery, to allow for an independent assessment of the
18 reasonableness of the terms to which the Parties have agreed.

19 16. Following months of discussions and evidentiary disclosures, the Parties agreed to the
20 principal terms of a settlement of PAGA civil penalties. The complete and final terms of the Parties'
21 settlement are now set forth in the PAGA Settlement Agreement. A true and correct copy of the PAGA
22 Settlement Agreement is attached hereto as Exhibit "2." At all times, the Parties' negotiations were
23 adversarial and non-collusive, and the Settlement thus constitutes a fair, adequate, and reasonable
24 compromise of the claims at issue.

25 17. To evaluate Defendant's potential exposure for PAGA penalties, ALG assessed a \$100.00
26 penalty for the pay periods during the statute of limitation period in which there was a violation.
27 Incorporating the \$100.00 penalty, Plaintiffs then estimated the approximate number of pay periods in
28 which aggrieved employees suffered violations based on a review of the facts ascertained through

1 Plaintiffs' Counsel's investigation and review of relevant documents and records. Applying that
2 information to create a fair and reasonable estimate of penalties, Plaintiffs concluded eight (8) pay period
3 violations—just over 1/2 of the total pay periods worked by aggrieved employees—represented a
4 conservative, but reasonable damages assessment per aggrieved employee. Accordingly, under this
5 liability framework, Plaintiffs calculated Defendant's potential PAGA exposure at approximately
6 \$316,000.00 for the relevant claims.

7 18. After calculating Defendants' exposure under PAGA, Plaintiffs then discounted that
8 exposure for settlement purposes to account for the risks of continued litigation, including: (i) the strength
9 of Defendant's defenses on the merits; (ii) the risk of losing on any of a number of dispositive motions
10 that could have been brought between now and trial which may have eliminated all or some of the covered
11 claims, or barred evidence necessary to prove such claims; (iii) the risk of the Court not allowing this
12 action to proceed on a representative basis because of purported "manageability" concerns; (iv) the risk
13 of losing at trial or prevailing only on some of the claims; (v) the risk that the Court would exercise its
14 discretion under PAGA to significantly reduce the maximum civil penalties available by statute; and (vi)
15 the chances of a favorable verdict being reversed on appeal. Taking into account the above contingencies,
16 Plaintiffs determined that a settlement in the range of 65% of Defendant's potential exposure was
17 warranted by the circumstances of the case. Ultimately, the case settled at just over that amount, at 71.9%
18 of Defendant's potential exposure—a settlement equal to an all-in penalty assessment of approximately
19 \$575.00 per aggrieved employee (before costs and fees).

20 19. Since the inception of this case when ALG took this case on a contingency basis, advancing
21 all litigation costs and expenses, ALG has worked diligently to investigate and evaluate the claims at issue.
22 To that effect, as of the date of filing this Motion, ALG will have spent more than 118.1 hours on this
23 matter. A true and correct copy of the ALG hourly billing record is attached hereto as Exhibit "3." We
24 expect ALG to incur additional hours in finalizing this settlement, including attending and preparing for
25 the hearing and overseeing the distribution of funds to aggrieved employees.

26 20. Based upon my employment litigation experience representing both employers and
27 employees over the past fifteen (15) years, my hourly rate is \$650.00. Courts have recently approved
28 ALG's requested hourly rates in Los Angeles County (2021), Riverside County (2022), San Bernardino

County (2019), and the United States District Court—Central District of California (2018). To that effect, it is my understanding this hourly rate is reasonable and consistent with attorneys in Southern California with similar practices and experience.

21. In prosecuting this case, ALG has incurred and advanced costs in the sum of \$1,988.99 to date for, among other things, filing fees, service fees, and LWDA Filing Fees. Those fees are broken down as follows:

Cost & Expense Categories	Amount
PAGA Filing Fees	\$150.00
Court Filing Fees	\$1,838.99
TOTAL	\$1,988.99

Additional costs might be incurred in the course of finalizing this settlement, however, they are expected to be minor.

22. The Parties propose that the Court appoint Simpluris Settlement Administrators to serve as the Settlement Administrator. Simpluris experienced in administering class action settlements and has estimated its fees and costs for this settlement at a capped fee of \$5,000.00.

23. All of the documentation related to settlement, including copies of this Motion and its accompanying documents have been submitted to the LWDA pursuant to its requirements to that effect.

I declare the foregoing is true and correct to the best of my knowledge under penalty of perjury under the laws of the United States of America and the State of California.

On this 16th day of February 2022 in Newport Beach, California.



MATTHEW S. D'ABUSCO

EXHIBIT 1

ARES

Law Group

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(949) 629-2519

matt@areslawgroup.com
cynthia@areslawgroup.com

January 12, 2021

VIA ONLINE SUBMISSION ONLY

California Labor and Workforce Development Agency
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

VIA CERTIFIED MAIL

Cameron Cloar-Zavaleta
Alaska Airlines, Inc.
Horizon Air Industries, Inc.
C/O Corporation Service Company
2710 Gateway Oaks Drive, Suite 150N
Sacramento, California 95833

Re: Bernie Germani v. Horizon Air Industries, Inc., et al.

Dear Sir or Madam:

This firm represents Bernie Germani (hereinafter “Mr. Germani”) who is a former employee of Horizon Air Industries, Inc. and/or Alaska Airlines, Inc. (“Respondents”). This letter is notice and a request, pursuant to California Labor Code Section 2699.3 that your agency investigate the claims in this impending civil action. If the agency does not intend to investigate the alleged violations, we respectfully request notification so that we can file a civil action to include relevant and applicable PAGA claims.

Mr. Germani intends to initiate a civil action on behalf of himself, individually, and as an aggrieved employee pursuant to California Labor Code Section 2699, *et seq.*, to recover penalties for failure to pay wages, failure to pay overtime and double-time wages, failure to provide meal and rest periods, failure to timely pay wages, failure to provide accurate itemized wage statements, as well as other statutory penalties

and damages owed to Mr. Germani, and other aggrieved employees, by Respondents as a consequence of their employment with Respondents.

Specifically, Mr. Germani alleges Respondents failed to pay him, and other aggrieved employees, regular, overtime, and potentially double-time wages at the proper legal rates because Respondents maintained a practice and procedure of automatically deducting a thirty (30) minute meal period from each employee regardless of whether the employee actually took a full thirty (30) minute break or any break at all. This resulted in Respondents denying Mr. Germani, and other aggrieved employees, compensation for all hours worked.

This practice regularly occurred because Mr. Germani, and other aggrieved employees, were regularly denied the opportunity to take a thirty (30) minute uninterrupted meal period as a result of the required and mandatory flow of work. Respondents similarly denied employees the opportunity to take rest breaks for the same reason. As a consequence of all of the foregoing, Respondents failed to timely pay Mr. Germani all wages due and owing under Labor Code Section 203 and failed to provide him accurate itemized wage statements pursuant to Labor Code Section 226.

Failure to Pay Wages

It is unlawful under California law for an employer to suffer or permit an employee to work without paying wages for all hours worked, including but not limited to, both minimum, regular and overtime wages. California law requires employers to pay employees at least the established minimum wage to non-exempt employees as well as overtime wages at a rate of 1.5 times their regular rate of pay for hours worked more than eight (8) hours per day or forty (40) hours in a week. Employees are also entitled to overtime wages at a rate of 1.5 times their regular rate of pay for the first eight hours on their seventh consecutive workday. Employees are entitled to overtime wages at a rate of two times their regular rate of pay for hours worked beyond twelve (12) in one workday and for any hours worked beyond the first eight on their seventh consecutive workday. *See, i.e.,* California Labor Code Sections 510(a) and 1197; IWC Wage Order 5-2001(3)(A).

Here, Respondents failed to pay Mr. Germani for all regular and overtime hours worked (and potentially double-time hours worked) because it maintained a practice and procedure of automatically deducting a thirty (30) minute meal period from each employee, regardless of whether the employee actually took a full thirty (30) minute meal period or any meal period at all. Since the required flow of work regularly required Mr. Germani to take abbreviated meal periods, or miss them entirely, Respondents established and maintained practice and procedure of automatically deducting meal periods caused him to perform off-the-clock work without legal compensation. As a result, Mr. Germani, and other aggrieved employees, worked regular and overtime hours without pay and Respondents failed and/or refused to pay them for such hours. Since Respondents failed, and continue to fail, to properly pay employees regular and/or overtime wages under California law, Respondent is liable for statutory penalties pursuant to Section 2699, *et*

seq., as well as the amount of wages due, any other statutory penalties, and other damages, together with attorneys' fees and costs. *See* California Labor Code Sections 1194(a) and 1197, among others.

Respondent is also liable for civil penalties pursuant to Labor Code Section 2699 in the amounts of \$100.00 and \$200.00 for each pay period during which Mr. Germani and other aggrieved employees were not paid all wages owed for each subsequent violation. *See* Cal. Lab. Code Section 2699(f).

Failure to Provide Meal Periods

California law requires employees be provided a thirty (30) minute, uninterrupted meal period by the end of the fifth hour of work, unless the total working hours are less than six (6) hours upon which the meal period can be waived by the mutual consent of the employee and the employer. Further, California provides employees a second thirty (30) minute meal period if the employee works more than ten (10) hours in a workday unless, the total daily hours worked is less than twelve (12) hours, the second meal period can be waived by the mutual consent of the employer and employee, but only if the first meal period was not waived. *See* California Labor Code section 512; IWC Wage Order 5-2001(11)(A)(B)(C).

California Labor Code Section 226.7 and the applicable Industrial Welfare Commission Order(s) provide that if an employer fails to provide a meal or rest period, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided. *See* California Labor Code section 226.7; IWC Wage Order 1-2001(12)(A)(B).

Respondents maintained a practice and procedure of automatically deducting a thirty (30) minute meal period from each employee regardless of whether the employee actually took a full thirty (30) minute break or any break at all. Since the required flow of work regularly required Mr. Germani to take abbreviated meal periods, or miss them entirely, Respondents failed to provide Mr. Germani, and other aggrieved employees, with meal periods in compliance with California law. As set forth, because of the flow of required work, Respondents impeded, discouraged, and dissuaded Mr. Germani and other aggrieved employees from freely taking said meal breaks.

Respondents violated Labor Code Sections 226.7 and 512 and the applicable Industrial Welfare Commission Order(s) by not providing Mr. Germani with a meal period of not less than 30 minutes for each work period of more than five hours per day before the fifth hour of work and not providing second meal periods as required by law. Respondents are liable to Mr. Germani and other aggrieved employees for one hour of additional pay at the regular rate of compensation for each day that the required meal periods were not provided.

Respondents are also liable for civil penalties pursuant to Labor Code Section 2699 in the amounts \$100.00 and \$200.00 for each pay period during which Mr. Germani and

other aggrieved employees were not provided meal periods for each subsequent violation. See Cal. Lab. Code Section 2699(f).

Failure to Provide Rest Periods

California law provides that employers must authorize and permit employees to take at least a ten (10) minute paid rest period for every four (4) hours worked or major fraction thereof. See IWC Wage Order 1-2001(12)(A)(B). California Labor Code Section 226.7 and the applicable Industrial Welfare Commission Order(s) provide that if an employer fails to provide a rest period, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided. See California Labor Code section 226.7; IWC Wage Order 1-2001(12)(A)(B).

Similar to meal periods, the flow of work Respondents required Mr. Germani and other aggrieved employees to perform caused them to not have the opportunity to take legally mandated rest periods. As a result of the flow of required work, Respondents impeded, discouraged, and dissuaded Mr. Germani and other aggrieved employees from freely taking said rest breaks.

Respondents violated Labor Code Sections 226.7 and the applicable Industrial Welfare Commission Order(s) by not providing Mr. Germani with a rest period for every four (4) hours worked as required by law. Respondents are liable to Mr. Germani and other aggrieved employees for one hour of additional pay at the regular rate of compensation for each day that the required rest periods were not provided.

Respondents are also liable for civil penalties pursuant to Labor Code Section 2699 in the amounts \$100.00 and \$200.00 for each pay period during which Mr. Germani and other aggrieved employees were not provided rest periods for each subsequent violation. See Cal. Lab. Code Section 2699(f).

Waiting Time Penalties

Respondents violated California Labor Code Sections 201, *et seq.* California Labor Code sections 201 and 202 require employers to pay all wages earned within strict time periods from the date of the employee's termination. Section 203 provides that "[i]f an employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. An employee who secretes or absents himself or herself to avoid payment to him or her, or who refuses to receive the payment when fully tendered to him or her, including any penalty then accrued under this section, is not entitled to any benefit under this section for the time during which he or she so avoids payment." Cal. Lab. Code Section 203(a).

Based on its failure to pay Mr. Germani as well as other aggrieved employees for regular, overtime and double-time wages due and owing, Respondents are liable for the amount of wages due, interest, waiting time penalties, any other statutory penalties, and other damages, together with attorneys' fees and costs. See Cal. Lab. Code Sections 203(a), 218.5(a) and 218.6. Respondents are also liable for civil penalties pursuant to Labor Code Section 2699 in the amounts of \$100.00 for each initial violation, and \$200.00 for each subsequent violation, per pay period during which Mr. Germani and other aggrieved employees were not properly paid all overtime and double-time wages owed. See Cal. Lab. Code Section 2699(f).

Failure to Provide Accurate Itemized Wage Statements

California Labor Code Section 226(a) requires employers to furnish each employee with an accurate statement, which includes, among other things, the applicable rates of overtime and double-time pay and the net wages earned. Labor Code Section 226(e) provides that if an employer fails to provide a statement complying with section 226(a), then the employee is entitled to recover the greater of actual damages or \$50.00 for the initial violation and \$100.00 for each subsequent violation, up to \$4,000.

Respondents did not provide Mr. Germani and other aggrieved employees with accurate itemized statements that meet the requirements of Labor Code Section 226(a) because Respondent failed to properly calculate and pay the applicable regular, overtime and double-time rates of pay. Respondents are therefore liable for civil penalties pursuant to Labor Code Section 226.3 in the amount of \$250.00 for the initial violation and \$1,000.00 per subsequent violation. See Cal. Lab. Code Section 226.3. Respondents are also is liable for civil penalties under California Labor Code Section 226(e), including the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurs and one hundred dollars (\$100.00) for each violation in a subsequent pay period not to exceed four thousand dollars (\$4,000.00).

Respondents is further liable for civil penalties pursuant to Labor Code Section 2699 in the amounts of \$100.00 for each initial violation, and \$200.00 for each subsequent violation, per pay period during which Mr. Germani and other aggrieved employees were not properly paid all regular, overtime and double-time wages owed. See Cal. Lab. Code Section 2699(f).

Conclusion

Respondents are in direct violation of numerous California wage and hour laws including, but not limited to, the sections stated above. We hereby provide notice under the California Labor Code's Private Attorney's General Act of 2004, California Labor Code section 2699, *et seq.*, and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may file a complaint against Respondents for the violations discussed in this letter.

By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of section 2699, et seq., by seeking redress in court. (Labor Code section 2699.3(a)(1)). The LWDA must then notify the employer and the employee within sixty (60) calendar days regarding whether it intends to investigate the alleged violation. (Labor Code section 2699.3(a)(2)(B).) If the LWDA advises it will not investigate, or if no notice is provided within sixty-five (65) calendar days, the employee may file a lawsuit invoking the provisions under Labor Code section 2699. (Labor Code section 2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code section 2699 should your office elect not address these matters within this time.

Should you require anything further or have additional questions, please do not hesitate to contact our office.

ARES LAW GROUP, P.C.

A handwritten signature in black ink, appearing to read "Matt D'Abusco", is positioned above the printed name.

Matt D'Abusco

Cynthia S. Sandoval

CC: Department of Industrial Relations
Accounting Unit (Payment)

ARES

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March 9, 2021

VIA ONLINE SUBMISSION ONLY

California Labor and Workforce Development Agency
Attn. PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

VIA CERTIFIED MAIL

Cameron Cloar-Zavaleta
Alaska Airlines, Inc.
Horizon Air Industries, Inc.
C/O Corporation Service Company
2710 Gateway Oaks Drive, Suite 150N
Sacramento, California 95833

Re: Carlos Canizales v. Horizon Air Industries, Inc., et al.

Dear Sir or Madam:

This firm represents Carlos Canizales (hereinafter “Mr. Canizales”) who is a former employee of Horizon Air Industries, Inc. and/or Alaska Airlines, Inc. (“Respondents”). This letter is notice and a request, pursuant to California Labor Code Section 2699.3 that your agency investigate the claims in this impending civil action. If the agency does not intend to investigate the alleged violations, we respectfully request notification so that we can file a civil action to include relevant and applicable PAGA claims.

Mr. Canizales intends to initiate a civil action on behalf of himself, individually, and as an aggrieved employee pursuant to California Labor Code Section 2699, *et seq.*, to recover penalties for failure to pay wages, failure to pay overtime and double-time wages, failure to provide meal and rest periods, failure to timely pay wages, failure to provide accurate itemized wage statements, as well as other statutory penalties

and damages owed to Mr. Canizales, and other aggrieved employees, by Respondents as a consequence of their employment with Respondents.

Specifically, Mr. Canizales alleges Respondents failed to pay him, and other aggrieved employees, regular, overtime, and potentially double-time wages at the proper legal rates for several reasons. First, Respondents maintained a practice and procedure whereby they would require Mr. Canizales, and other aggrieved employees, to park in a distant parking lot and take a shuttle to work before clocking in. This resulted in approximately twenty (20) to forty (40) minutes of uncompensated time each workday.

Second, Respondents maintained a practice and procedure of automatically deducting a thirty (30) minute meal period from each employee regardless of whether the employee actually took a full thirty (30) minute break or any break at all. This resulted in Respondents denying Mr. Canizales, and other aggrieved employees, compensation for all hours worked.

Each of these practices regularly occurred because Mr. Canizales, and other aggrieved employees, had to park in the separate location and take a shuttle to begin work and were regularly denied the opportunity to take a thirty (30) minute uninterrupted meal period as a result of the required and mandatory flow of work. Respondents similarly denied employees the opportunity to take rest breaks because of workflow. As a further consequence of all of the foregoing, Respondents failed to timely pay Mr. Canizales all wages due and owing under Labor Code Section 203 and failed to provide him accurate itemized wage statements pursuant to Labor Code Section 226.

Failure to Pay Wages

It is unlawful under California law for an employer to suffer or permit an employee to work without paying wages for all hours worked, including but not limited to, both minimum, regular and overtime wages. California law requires employers to pay employees at least the established minimum wage to non-exempt employees as well as overtime wages at a rate of 1.5 times their regular rate of pay for hours worked more than eight (8) hours per day or forty (40) hours in a week. Employees are also entitled to overtime wages at a rate of 1.5 times their regular rate of pay for the first eight hours on their seventh consecutive workday. Employees are entitled to overtime wages at a rate of two times their regular rate of pay for hours worked beyond twelve (12) in one workday and for any hours worked beyond the first eight on their seventh consecutive workday. *See, i.e.*, California Labor Code Sections 510(a) and 1197; IWC Wage Order 5-2001(3)(A).

Here, Respondents failed to pay Mr. Canizales for all regular and overtime hours worked (and potentially double-time hours worked) because it maintained a practice and procedure whereby, they would require Mr. Canizales, and other aggrieved employees, to park in a distant parking lot and take a shuttle to work before clocking in. This resulted in approximately twenty (20) to forty (40) minutes of uncompensated time each workday. In addition, Respondents maintained a practice and procedure of automatically deducting a thirty (30) minute meal period from each employee regardless of whether the employee

actually took a full thirty (30) minute break or any break at all. Since the required flow of work regularly required Mr. Canizales to take abbreviated meal periods, or miss them entirely, Respondents established and maintained practice and procedure of automatically deducting meal periods caused him to perform off-the-clock work without legal compensation. Each of these practices and procedures resulted in Respondents denying Mr. Canizales, and other aggrieved employees, compensation for all hours worked.

As a result, Mr. Canizales, and other aggrieved employees, worked regular and overtime hours without pay and Respondents failed and/or refused to pay them for such hours. Since Respondents failed, and continue to fail, to properly pay employees regular and/or overtime wages under California law, Respondent is liable for statutory penalties pursuant to Section 2699, *et seq.*, as well as the amount of wages due, any other statutory penalties, and other damages, together with attorneys' fees and costs. *See* California Labor Code Sections 1194(a) and 1197, among others.

Respondent is also liable for civil penalties pursuant to Labor Code Section 2699 in the amounts of \$100.00 and \$200.00 for each pay period during which Mr. Canizales and other aggrieved employees were not paid all wages owed for each subsequent violation. *See* Cal. Lab. Code Section 2699(f).

Failure to Provide Meal Periods

California law requires employees be provided a thirty (30) minute, uninterrupted meal period by the end of the fifth hour of work, unless the total working hours are less than six (6) hours upon which the meal period can be waived by the mutual consent of the employee and the employer. Further, California provides employees a second thirty (30) minute meal period if the employee works more than ten (10) hours in a workday unless, the total daily hours worked is less than twelve (12) hours, the second meal period can be waived by the mutual consent of the employer and employee, but only if the first meal period was not waived. *See* California Labor Code section 512; IWC Wage Order 5-2001(11)(A)(B)(C).

California Labor Code Section 226.7 and the applicable Industrial Welfare Commission Order(s) provide that if an employer fails to provide a meal or rest period, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal or rest period is not provided. *See* California Labor Code section 226.7; IWC Wage Order 1-2001(12)(A)(B).

Respondents maintained a practice and procedure of automatically deducting a thirty (30) minute meal period from each employee regardless of whether the employee actually took a full thirty (30) minute break or any break at all. Since the required flow of work regularly required Mr. Canizales to take abbreviated meal periods, or miss them entirely, Respondents failed to provide Mr. Canizales, and other aggrieved employees, with meal periods in compliance with California law. As set forth, because of the flow of required work, Respondents impeded, discouraged, and dissuaded Mr. Canizales and other aggrieved employees from freely taking said meal breaks.

Respondents violated Labor Code Sections 226.7 and 512 and the applicable Industrial Welfare Commission Order(s) by not providing Mr. Canizales with a meal period of not less than 30 minutes for each work period of more than five hours per day before the fifth hour of work and not providing second meal periods as required by law. Respondents are liable to Mr. Canizales and other aggrieved employees for one hour of additional pay at the regular rate of compensation for each day that the required meal periods were not provided.

Respondents are also liable for civil penalties pursuant to Labor Code Section 2699 in the amounts \$100.00 and \$200.00 for each pay period during which Mr. Canizales and other aggrieved employees were not provided meal periods for each subsequent violation. See Cal. Lab. Code Section 2699(f).

Failure to Provide Rest Periods

California law provides that employers must authorize and permit employees to take at least a ten (10) minute paid rest period for every four (4) hours worked or major fraction thereof. See IWC Wage Order 1-2001(12)(A)(B). California Labor Code Section 226.7 and the applicable Industrial Welfare Commission Order(s) provide that if an employer fails to provide a rest period, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the rest period is not provided. See California Labor Code section 226.7; IWC Wage Order 1-2001(12)(A)(B).

Similar to meal periods, the flow of work Respondents required Mr. Canizales and other aggrieved employees to perform caused them to not have the opportunity to take legally mandated rest periods. As a result of the flow of required work, Respondents impeded, discouraged, and dissuaded Mr. Canizales and other aggrieved employees from freely taking said rest breaks.

Respondents violated Labor Code Sections 226.7 and the applicable Industrial Welfare Commission Order(s) by not providing Mr. Canizales with a rest period for every four (4) hours worked as required by law. Respondents are liable to Mr. Canizales and other aggrieved employees for one hour of additional pay at the regular rate of compensation for each day that the required rest periods were not provided.

Respondents are also liable for civil penalties pursuant to Labor Code Section 2699 in the amounts \$100.00 and \$200.00 for each pay period during which Mr. Canizales and other aggrieved employees were not provided rest periods for each subsequent violation. See Cal. Lab. Code Section 2699(f).

Waiting Time Penalties

Respondents violated California Labor Code Sections 201, *et seq.* California Labor Code sections 201 and 202 require employers to pay all wages earned within strict time periods from the date of the employee's termination. Section 203 provides that "[i]f an

employer willfully fails to pay, without abatement or reduction, in accordance with Sections 201, 201.3, 201.5, 201.9, 202, and 205.5, any wages of an employee who is discharged or who quits, the wages of the employee shall continue as a penalty from the due date thereof at the same rate until paid or until an action therefor is commenced; but the wages shall not continue for more than 30 days. An employee who secretes or absents himself or herself to avoid payment to him or her, or who refuses to receive the payment when fully tendered to him or her, including any penalty then accrued under this section, is not entitled to any benefit under this section for the time during which he or she so avoids payment.” Cal. Lab. Code Section 203(a).

Based on its failure to pay Mr. Canizales as well as other aggrieved employees for regular, overtime and double-time wages due and owing, Respondents are liable for the amount of wages due, interest, waiting time penalties, any other statutory penalties, and other damages, together with attorneys' fees and costs. See Cal. Lab. Code Sections 203(a), 218.5(a) and 218.6. Respondents are also liable for civil penalties pursuant to Labor Code Section 2699 in the amounts of \$100.00 for each initial violation, and \$200.00 for each subsequent violation, per pay period during which Mr. Canizales and other aggrieved employees were not properly paid all overtime and double-time wages owed. See Cal. Lab. Code Section 2699(f).

Failure to Provide Accurate Itemized Wage Statements

California Labor Code Section 226(a) requires employers to furnish each employee with an accurate statement, which includes, among other things, the applicable rates of overtime and double-time pay and the net wages earned. Labor Code Section 226(e) provides that if an employer fails to provide a statement complying with section 226(a), then the employee is entitled to recover the greater of actual damages or \$50.00 for the initial violation and \$100.00 for each subsequent violation, up to \$4,000.

Respondents did not provide Mr. Canizales and other aggrieved employees with accurate itemized statements that meet the requirements of Labor Code Section 226(a) because Respondent failed to properly calculate and pay the applicable regular, overtime and double-time rates of pay. Respondents are therefore liable for civil penalties pursuant to Labor Code Section 226.3 in the amount of \$250.00 for the initial violation and \$1,000.00 per subsequent violation. See Cal. Lab. Code Section 226.3. Respondents are also liable for civil penalties under California Labor Code Section 226(e), including the greater of all actual damages or fifty dollars (\$50.00) for the initial pay period in which a violation occurs and one hundred dollars (\$100.00) for each violation in a subsequent pay period not to exceed four thousand dollars (\$4,000.00).

Respondents is further liable for civil penalties pursuant to Labor Code Section 2699 in the amounts of \$100.00 for each initial violation, and \$200.00 for each subsequent violation, per pay period during which Mr. Canizales and other aggrieved employees were not properly paid all regular, overtime and double-time wages owed. See Cal. Lab. Code Section 2699(f).

Conclusion

Respondents are in direct violation of numerous California wage and hour laws including, but not limited to, the sections stated above. We hereby provide notice under the California Labor Code's Private Attorney's General Act of 2004, California Labor Code section 2699, *et seq.*, and specifically ask for an investigation, or if the agency does not intend to investigate the alleged violations, a letter confirming the same so that we may file a complaint against Respondents for the violations discussed in this letter.

By law, an employee alleging a violation of one of the above referenced sections must notify his or her employer and the Labor and Workforce Development Agency (LWDA) before he or she can invoke the provisions of section 2699, *et seq.*, by seeking redress in court. (Labor Code section 2699.3(a)(1)). The LWDA must then notify the employer and the employee within sixty (60) calendar days regarding whether it intends to investigate the alleged violation. (Labor Code section 2699.3(a)(2)(B).) If the LWDA advises it will not investigate, or if no notice is provided within sixty-five (65) calendar days, the employee may file a lawsuit invoking the provisions under Labor Code section 2699. (Labor Code section 2699.3(a)(2)(A).) It is the intention of this office to file a civil complaint and to bring the appropriate claims under Labor Code section 2699 should your office elect not address these matters within this time.

Should you require anything further or have additional questions, please do not hesitate to contact our office.

ARES LAW GROUP, P.C.



Matt D'Abusco

Cynthia S. Sandoval

CC: Department of Industrial Relations
Accounting Unit (Payment)

EXHIBIT 2

PAGA SETTLEMENT

Bernie Germani v. Horizon Air Industries, Inc.
Los Angeles County Superior Court Case No. 21STCV11163

This Private Attorneys General Act Settlement Agreement and Release ("Settlement") is made pursuant to Labor Code section 2699 *et seq.* by and between Plaintiffs Bernie Germani and Carlos Canizales ("Plaintiffs") on behalf of themselves and as a private attorney general on behalf of the California Labor and Workforce Development Agency ("LWDA") on behalf of all other allegedly aggrieved employees, on the one hand, and Defendant Horizon Air Industries, Inc. ("Defendant") on the other hand. Plaintiffs and Defendant are collectively referred to herein jointly as "the Parties" or, in the singular, "Party." This Settlement, and the settlement embodied herein, shall be binding on Plaintiffs, the PAGA Members (defined below), the California LWDA, and Defendant, subject to the approval of the Court.

RECITALS

WHEREAS, on or around January 12, 2021, Plaintiff Bernie Germani ("Germani") served notice to the LWDA and to Defendant of his intent to pursue a representative action pursuant to the Private Attorneys General Act of 2004, as codified in California Labor Code §§ 2698 *et seq.* ("PAGA"), on behalf of himself and the State of California, as well as on behalf of a group of PAGA Members.

WHEREAS, on or around March 9, 2021, Plaintiff Carlos Canizales ("Canizales") served notice to the LWDA and to Defendant of his intent to pursue a representative action pursuant to the Private Attorneys General Act of 2004, as codified in California Labor Code §§ 2698 *et seq.* ("PAGA"), on behalf of himself and the State of California, as well as on behalf of a group of PAGA Members.

WHEREAS, on or around March 23, 2021, Germani filed this Action (as defined below) against Defendant Horizon Air Industries, Inc. and Alaska Airlines, Inc.

WHEREAS, on or around May 17, 2021, Plaintiffs filed a First Amended Complaint for Damages, adding Plaintiff Canizales to the Action.

WHEREAS, on or around June 9, 2021, Defendant provided information to Plaintiffs demonstrating that Alaska Airlines, Inc. was not the employer of Plaintiffs or the PAGA Members.

WHEREAS, on June 25, 2021, Plaintiffs filed a Request for Dismissal in the Action to dismiss Alaska Airlines, Inc.

WHEREAS, beginning on or around February 28, 2021, the Parties engaged in discussions regarding the size, scope, and other information related to the potential PAGA Members.

WHEREAS, the Parties engaged in negotiations over the next several months regarding potential settlement. The Parties were able to reach agreement to settle the Action conditioned

on the exchange of sample time and pay data from Defendant, which was initially memorialized in a Memorandum of Understanding signed on or about November 5, 2021.

WHEREAS, the Parties have since exchanged sample time and pay data for the purposes of settlement. After the sample time and pay data was exchanged, the Parties re-engaged in negotiations and agreed to revise the Total Settlement Amount (defined below) upward.

WHEREAS, Defendant denies and continues to deny any liability or wrongdoing of any kind associated with the claims alleged in the Action, and contends that it has complied at all times with the California Labor Code, IWC Wage Orders, and all applicable California laws.

WHEREAS, the Parties believe and agree that this Settlement provides for a fair, adequate, and reasonable resolution of the Action, and have arrived at the settlement in extensive, arms-length negotiations, taking into account all relevant factors, present and potential. The Parties further acknowledge that they are each represented by competent counsel and that they have had an opportunity to consult with their counsel regarding the fairness and reasonableness of this Settlement.

WHEREAS, based on their own independent investigations and evaluations, Plaintiffs and their counsel are of the opinion that the amount and terms of the Settlement are in the best interests of the Plaintiffs, the PAGA Members, and the LWDA in light of all known facts and circumstances and the risks inherent in litigation, including the potential for appellate issues. Further, PAGA Counsel (as defined below) believe that the settlement amount entered into is in the best interests of the PAGA Members and that the settlement for each PAGA Member is fair, reasonable, and adequate, given the facts, defenses, and inherent risk of litigation.

NOW, THEREFORE, in consideration of the promises and agreements contained herein, and to avoid the uncertainty, risks, costs, and delays associated with further litigation, the Parties agree to, and seek approval of pursuant to Labor Code § 2699, the following settlement terms.

DEFINITIONS

The following terms, when used in this Settlement, shall have the following meanings:

1. “Action” means the action filed in the Superior Court of California, County of Los Angeles entitled *BERNIE GERMANI, as an aggrieved employee pursuant to the Private Attorneys General Act (“PAGA”), Plaintiff, v. HORIZON AIR INDUSTRIES, INC., a Washington Corporation, Alaska Airlines, Inc., and Alaska Corporation; and DOES 1 through 20*, Los Angeles County Superior Court Case No. 21STCV11163.

2. “PAGA Members” shall be defined to include any non-exempt hourly employees of Defendant in California, who worked for Defendant from January 12, 2020 to the date which operations ceased on October 18, 2020, at LAX.

3. “Effective Date” means the date on which the Court approves the Settlement and enters judgment.

4. "Settlement Period" means the time period from January 12, 2020, through the date the Settlement is approved by the Court with judgment entered accordingly.

5. "PAGA Counsel" means counsel for Plaintiffs, Ares Law Group, P.C.

SETTLEMENT TERMS

1. **Persons Covered By the Settlement.** This Settlement covers all PAGA Members during the Settlement Period. PAGA Members are not able to opt-out of the Settlement as it is a PAGA settlement and PAGA does not provide for notice or opt out rights.

2. **Duties of the Parties Prior to Approval.** Plaintiff shall apply to the Court for the entry of an order approving this Settlement as required by Labor Code section 2699(l) (the "Motion for Approval"). The Motion for Approval will request Court approval of the following: (1) the terms of this Settlement, (2) the amount of PAGA Counsel fees & costs, and (3) entry of an Order and Judgment. In conjunction with the Motion for Approval, Plaintiff shall submit a proposed Order and Judgment requesting an Order and Judgment for the Total Settlement Amount.

3. **Notice to LWDA.** Pursuant to California Labor Code § 2699(l)(1), Plaintiff shall submit to the LWDA a copy of this Settlement prior to the date that Plaintiff submits the Settlement to the Court for approval. Plaintiff shall be responsible for complying with all such notification requirements.

4. **Total Settlement Amount.** Defendant agrees to pay, in accordance with the terms set forth herein, the total sum of \$227,125.00 (Two Hundred Twenty-Seven Thousand One Hundred Twenty-Five Dollars) (the "Total Settlement Amount") in full settlement of this Action. The Total Settlement Amount is the maximum Defendant can be required to pay under this Settlement, including all (1) penalty payments to the PAGA Members by virtue of payments through Settlement Administrator; (2) PAGA counsels' fees; (3) PAGA counsels' costs; (4) payment of third party Settlement Administrator; (5) PAGA penalties paid to the State of California (LWDA); and (6) service payments to each Plaintiff. All payments to Plaintiffs and PAGA Members shall be made as a 1099 payment and each PAGA Member shall be responsible for paying any taxes due on his or her settlement payment, if any. Subject to approval by the Superior Court, these amounts shall be paid and allocated as set forth below.

a. **Attorneys' Fees and Costs.** Subject to Court approval, one-third of the Total Settlement Amount shall be paid to PAGA Counsel for payment of attorneys' fees, and PAGA Counsel shall seek reimbursement for out-of-pocket costs, according to proof, incurred on behalf of Plaintiff and the PAGA Members. Defendant shall not oppose PAGA Counsel's request for attorneys' fees up to 33.33% of the Total Settlement Amount. Defendant shall not oppose PAGA Counsel's request for reimbursement of litigation costs up to \$10,000.00 (Ten Thousand Dollars). Any fees or costs award approved by the Court shall constitute a full and complete satisfaction of all claims Plaintiffs, PAGA Members, and the LWDA may have for costs and attorneys' fees for work performed on claims arising during the Settlement Period. PAGA Counsel shall submit a declaration to the Court detailing the costs incurred and/or

expected to be incurred in the Action. If the Court awards fees or costs of less than the amount requested by PAGA Counsel, the unawarded amounts shall become part of the Net Settlement Amount (defined below). This Settlement is not contingent upon the Court awarding PAGA Counsel any particular amount in attorneys' fees or costs.

b. **Administration Costs.** The Parties will obtain a not-to-exceed quote from a mutually acceptable qualified settlement administrator ("Settlement Administrator") for claims administration costs. Reasonable settlement administration expenses shall be deducted from the Total Settlement Amount for the payment of the third-party settlement administrator (the "Settlement Administrator Fees"). Any unused portion of the Settlement Administrator Fees shall become part of the Net Settlement Amount.

c. **Named Plaintiffs' Service Payment:** Defendant agrees not to oppose Plaintiffs' request for a service payment of up to Five Thousand Dollars (\$5,000.00) to each named Plaintiff (the "Service Award"). Each of the two Service Awards are to compensate Plaintiffs for their service as named PAGA representatives, and in consideration of the Service Award, Plaintiffs agree to execute a full release of all claims as set forth in Paragraph 5(b) below. Any Service Awards will be paid out of the Total Settlement Amount. If the Court reduces the amount of Plaintiffs' Service Award in the course of the settlement approval process, only the amount approved by the Court will be paid to Plaintiffs as a Service Award. Any amount of the Service Award not approved by the Court shall become part of the Net Settlement Fund.

d. **Net Settlement Amount.** The remaining and any unused funds (the Total Settlement Amount less the Settlement Administrator Fees, and PAGA Counsel's fees and costs, and Service Awards) shall be referred to as the "Net Settlement Amount." The Net Settlement Amount shall be designated as PAGA penalties to be allocated between the LWDA and PAGA Members pursuant to Labor Code section 2699(i) with seventy-five percent (75%) paid to the LWDA, and twenty-five percent (25%) paid to the PAGA Members, including Plaintiffs as PAGA Members.

5. **Releases.**

a. **PAGA Release.** Pursuant to the terms of this Settlement and the subsequent agreements and motions in support thereof, Plaintiffs, the LWDA, and the PAGA Members agree to release any and all claims they have arising out of or in connection with any claim, theory, or primary right asserted in the Action, or which could have been asserted in the Action based on such facts, claims, theories, or primary rights alleged in the Action, for civil penalties and all available relief under the California Private Attorneys General Act of 2004 ("Released Claims") for the period of January 12, 2020 until the date the Court approves the Settlement.

As of the Effective Date, Plaintiffs, the PAGA Members, and the LWDA fully and finally release Defendant, and each of its past, present and future agents, employees, servants, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related or affiliated companies/corporations and/or partnerships (defined as a company/corporation and/or partnership that is, directly or indirectly, under common control with Defendant or any of their parents and/or affiliates),

divisions, assigns, predecessors, successors, insurers, consultants, any actual or alleged joint employers, and alter-egos, and all of their respective past, present and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, insurers, and assigns (collectively, the "Released Parties"), from all "Released Claims," as defined herein. "Released Claims" means any and all claims alleged in the Action, and all claims arising from or related to the facts, theories, primary rights, or claims as those alleged in the Action, and includes all claims under PAGA associated with all claims for or arising in connection with: (a) unpaid wages, including failure to pay minimum wages; failure to pay for travel time; failure to pay straight time compensation, overtime compensation, double-time compensation; failure to timely pay wages; and/or interest; (b) missed, late, short or interrupted meal and/or rest periods, including any claim for any alleged failure to pay premiums for missed, late, short or interrupted meal or rest periods, or to pay such premiums at the regular rate of compensation; (c) unlawful deduction of pay; (d) penalties arising out of or related to any or all of the aforementioned claims, including, but not limited to, recordkeeping penalties, wage statement penalties, minimum-wage penalties, and waiting-time penalties; (e) inaccurate or otherwise improper wage statements and/or failure to keep or maintain accurate records; and (f) attorneys' fees and costs. For purposes of clarification, the claims released by the PAGA Members and the LWDA include any and all claims under PAGA that arise out of or in connection with the claims, facts, theories or primary rights alleged in the Action, and any claims which could have been asserted in the Action arising from the alleged facts, claims, theories, and/or primary rights alleged to have been invaded to the fullest extent permitted by law. Without limitation by any other language in this agreement, the release includes claims under the PAGA alleging violation of the Wage Orders of the California Industrial Welfare Commission; and/or alleging violation of California Labor Code §§ 201-203, 204, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1182.12, 1194, 1197, 1198, 2698 *et seq.* This release does not release any individual's claims except under PAGA as defined herein.

b. General Release by Named Plaintiffs. In consideration of the Service Award, Plaintiffs' release of claims include all claims, whether known or unknown, under federal, state, and/or local law, including, but not limited to claims arising from or related to Plaintiffs' employment with Released Parties ("Plaintiffs' General Release") during the Settlement Period. Plaintiffs' General Release includes, but is not limited to, all claims alleging violation of the Wage Orders of the California Industrial Welfare Commission; and/or alleging violation of California Labor Code §§ 201-203, 204, 218.5, 218.6, 226, 226.3, 226.7, 510, 512, 558, 1174, 1182.12, 1194, 1197, 1198, 2698 *et seq.* Even if Plaintiffs discover facts in addition to or different from those that Plaintiffs now know or believe to be true with respect to the subject matter of Plaintiffs' claims, those claims will remain released and forever barred. Thus, Plaintiffs expressly waive and relinquish the provisions, rights and benefits of section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Notwithstanding the foregoing, Plaintiffs do not waive or release any claim which cannot be waived or released by private agreement. Further, nothing in this Settlement shall prevent Plaintiffs from filing a charge or complaint with, or from participating in, an investigation or proceeding conducted by the SEC, OSHA, EEOC, DFEH, NLRB or any other federal, state or local agency charged with the enforcement of any employment or other applicable laws. Plaintiffs, however, understand that by signing this Settlement, they waive the right to recover any damages or to receive other relief in any claim or suit brought by or through the EEOC, the DFEH or any other state or local deferral agency on their behalf to the fullest extent permitted by law, but expressly excluding any monetary award or other relief available from the SEC/OSHA, including an SEC/OSHA whistleblower award, or other awards or relief that may not lawfully be waived.

ADMINISTRATION OF SETTLEMENT

6. **Settlement Administrator.** The Settlement Administrator shall be responsible for sending the explanatory letters, for calculating Individual Settlement Payments, and preparing all checks and mailings in compliance with all requirements set forth in Paragraph 9. The Settlement Administrator Fees (including settlement administration costs) shall be paid out of the Total Settlement Amount. The Parties agree to use a mutually agreeable Settlement Administrator. Defendant is not responsible or liable for any errors in the calculation of pay periods or settlement amount to be awarded to each PAGA Member. Defendant is also not liable or responsible for any errors made by the Settlement Administrator in the administration of the settlement.

7. **Distribution of the Net Settlement Amount.** The Net Settlement Amount shall be allocated between the LWDA and PAGA Members pursuant to Labor Code section 2699(i) with seventy-five percent (75%) paid to the LWDA, and twenty-five percent (25%) paid to Plaintiffs and PAGA Members. The twenty-five percent (25%) of the Net Settlement Amount paid to Plaintiffs and PAGA Members shall be referred to as "PAGA Member Payment." The PAGA Member Payment shall be divided among the PAGA Members based on the number of total pay periods in the Settlement Period to establish the amount of the settlement allocation for each PAGA Pay Period ("Pay Period Amount").

8. **Individual Settlement Payment Calculation.** Plaintiffs and each of the PAGA Members shall receive a pro rata value equal to the number of PAGA Pay Periods Plaintiffs and the PAGA Members worked during the Settlement Period, as provided by Defendant to the Settlement Administrator, multiplied by the Pay Period Amount (the "Individual Settlement Payments"). Each PAGA Member's number of pay periods will be derived from the hire and termination dates and payroll data contained in the records kept by Defendant in the ordinary course of business during the Settlement Period. All Individual Settlement Payments made to PAGA Members will be reported on an IRS Form 1099, if such reporting is required. The Individual Settlement Payments shall be allocated 100% as penalties.

9. **PAGA Settlement Payment Procedures.**

a. **Timing of Funding and PAGA Member list to Settlement Administrator.** Within thirty (30) calendar days of the Effective Date, Defendant shall: (1)

deposit with the Settlement Administrator the Total Settlement Amount; and (2) within fifteen (15) days after the Effective Date, Defendant shall provide to the Settlement Administrator a list of the PAGA Members that identifies for each PAGA Member his/her full name, social security number, last known address, last known telephone number(s), and the number of pay periods for each PAGA Member during the Settlement Period. However, no funds will be distributed to anyone until all deadlines to appeal have passed, or if an appeal is filed, after all appeals have been resolved without impacting the effectiveness of this Settlement, whichever is later.

b. Defendant agrees to consult with the Settlement Administrator as required to provide the list of PAGA Members in a format reasonably acceptable for the performance of the duties of the Settlement Administrator. The Settlement Administrator will keep the list confidential, use it only for the purposes described herein, take adequate safeguards to protect confidential or private information and return or certify the destruction of the information upon completion of the Settlement Administration process. The list of PAGA Members shall not be shared with Plaintiffs or their counsel, including PAGA Counsel.

c. Within thirty (30) calendar days after all deadlines to appeal the Settlement have passed, or if an appeal is filed, after all appeals have been resolved without impacting the effectiveness of this Settlement, whichever is later, the Settlement Administrator shall run all the addresses of PAGA Members through the United States Postal Service NCOA database to obtain current address information, and shall remit (1) Settlement Administrator Fees to itself, (2) PAGA Counsel's fees and costs to PAGA Counsel, (3) any Service Awards to Plaintiffs; and (4) the remaining Net Settlement Amount, as awarded by the Court, in the amount of 25% of the Net Settlement Amount to the PAGA Members and 75% of the Net Settlement Amount to the LWDA. Parties are to inform Settlement Administrator of the date which triggers the Settlement Administrator to perform its duties under this paragraph.

d. PAGA Members shall not be required to make claims, but shall simply be delivered a check for Individual Settlement Payments. The Settlement Administrator shall send Individual Settlement Payments to each PAGA Member by U.S. First Class mail to the PAGA Member's address with directions to the Postmaster to forward the payment checks and return all undeliverable payment checks to the Settlement Administrator. The Settlement Administrator shall send the PAGA Members an explanatory letter, which will be mutually approved by the Parties, with the Individual Settlement Payment checks. It will be conclusively presumed that a PAGA Member's Individual Settlement Payment check was received if the payment check has not been returned within thirty (30) days of the original mailing of the payment check.

e. Settlement Checks issued to PAGA Members pursuant to this Settlement will expire one hundred and eighty (180) calendar days from the date they are mailed by the Settlement Administrator. Funds represented by settlement checks returned as undeliverable and those settlement checks remaining un-cashed for more than 180 days after mailing will be tendered by Settlement Administrator to the State Controller's Office, Unclaimed Property Division in the name of each PAGA Member.

f. Neither Defendant nor Plaintiffs shall bear any liability for lost or stolen checks, forged signatures on checks, or unauthorized negotiation of checks. Unless responsible by its own acts of omission or commission, the same is true for the Settlement Administrator.

10. **Tax Treatment of Settlement Amounts.** With regard to the Service Awards to Plaintiff and, if applicable, the Individual Settlement Payments to PAGA Members, IRS Form 1099s will be issued. Nothing in this Settlement is intended to constitute legal or tax advice regarding federal, state, and/or local tax obligations. Plaintiffs acknowledge that they have obtained no tax advice from Defendant and that neither Defendant nor its attorneys have made any representation concerning the tax consequences, if any, of the settlement payments in this Settlement or any payment to be made pursuant to this Settlement. To the extent that this Settlement or any of its attachments is interpreted to contain or constitute advice regarding any state or federal tax issue, such advice is not intended or written to be used, and cannot be used, by any person for the purpose of avoiding penalties under the Internal Revenue Code. Defendant is not responsible for any employee tax obligations regarding the allocation of the settlement payments. Payment of PAGA Counsel's fees and costs will be reflected in a Form 1099 to PAGA Counsel who shall assume full responsibility and liability for the payment of taxes due on such payments.

11. **Circular 230 Disclaimer.** EACH PARTY TO THIS AGREEMENT (FOR PURPOSES OF THIS SECTION, THE "ACKNOWLEDGING PARTY" AND EACH PARTY TO THIS AGREEMENT OTHER THAN THE ACKNOWLEDGING PARTY, AN "OTHER PARTY") ACKNOWLEDGES AND AGREES THAT (1) NO PROVISION OF THIS AGREEMENT, AND NO WRITTEN COMMUNICATION OR DISCLOSURE BETWEEN OR AMONG THE PARTIES OR THEIR ATTORNEYS AND OTHER ADVISERS, IS OR WAS INTENDED TO BE, NOR SHALL ANY SUCH COMMUNICATION OR DISCLOSURE CONSTITUTE OR BE CONSTRUED OR BE RELIED UPON AS, TAX ADVICE WITHIN THE MEANING OF UNITED STATES TREASURY DEPARTMENT CIRCULAR 230 (31 CFR PART 10, AS AMENDED); (2) THE ACKNOWLEDGING PARTY (A) HAS RELIED EXCLUSIVELY UPON HIS, HER, OR ITS OWN, INDEPENDENT LEGAL AND TAX ADVISERS FOR ADVICE (INCLUDING TAX ADVICE) IN CONNECTION WITH THIS AGREEMENT, (B) HAS NOT ENTERED INTO THIS AGREEMENT BASED UPON THE RECOMMENDATION OF ANY OTHER PARTY OR ANY ATTORNEY OR ADVISOR TO ANY OTHER PARTY, AND (C) IS NOT ENTITLED TO RELY UPON ANY COMMUNICATION OR DISCLOSURE BY ANY ATTORNEY OR ADVISER TO ANY OTHER PARTY TO AVOID ANY TAX PENALTY THAT MAY BE IMPOSED ON THE ACKNOWLEDGING PARTY; AND (3) NO ATTORNEY OR ADVISER TO ANY OTHER PARTY HAS IMPOSED ANY LIMITATION THAT PROTECTS THE CONFIDENTIALITY OF ANY SUCH ATTORNEY'S OR ADVISER'S TAX STRATEGIES (REGARDLESS OF WHETHER SUCH LIMITATION IS LEGALLY BINDING) UPON DISCLOSURE BY THE ACKNOWLEDGING PARTY OF THE TAX TREATMENT OR TAX STRUCTURE OF ANY TRANSACTION, INCLUDING ANY TRANSACTION CONTEMPLATED BY THIS AGREEMENT.

MISCELLANEOUS

12. **Judgment and Continued Jurisdiction.** After entry of the Order and Judgment, the Court will have continuing jurisdiction under California Code of Civil Procedure § 664.6 for purposes of addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) settlement administration matters, and (iii) such post-Judgment matters as may be appropriate under court rules or as set forth in this Settlement.

13. **Non-Admission of Wrongdoing.** The Parties agree that this Settlement does not constitute an admission by Defendant or any of the Released Parties, of any of the matters alleged in the Action or of any violation by any of them of any federal, state or local law, ordinance or regulation, or of any violation of any policy or procedure, or of any liability or wrongdoing whatsoever. Neither this Settlement nor anything in this Settlement shall be construed to be or shall be admissible in any proceeding as evidence of liability or wrongdoing by Plaintiffs, Defendant or the Released Parties.

14. **No Credit Toward Benefit Plans.** Payments to PAGA Members as referenced herein will not be utilized to calculate any additional benefits under any benefit plans to which any PAGA Members may be eligible, including, but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention that this Settlement will not affect any rights, contributions, or amounts to which any PAGA Member may be entitled under any benefit plans.

15. **Nullification of PAGA Settlement.** In the event that: (i) the Court does not approve the Settlement as provided herein; or (ii) the Settlement does not become final for any other reason, then this Settlement, and any documents generated to bring it into effect, will be null and void, and the Parties will be returned to their original respective positions, after which neither this Settlement nor any of its terms will be usable or admissible for any purpose whatsoever.

16. **No Claim for Distributions or Payments.** No person shall have any claim against Defendant, Defendant's Counsel, Plaintiffs, PAGA Members, PAGA Counsel or the Settlement Administrator based on distributions and payments made in accordance with this Settlement.

17. **Nondisclosure and Nonpublication.** The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry or have any communications with the press about the facts, amount or terms of the Settlement prior to approval. Plaintiffs and PAGA Counsel agree that, prior to final court-approval of the Settlement, they will keep the terms of the Settlement confidential except for purposes of communicating with Plaintiffs only, their spouses, or their tax professionals. The terms of this Settlement shall be kept strictly confidential until such time as the Settlement is submitted to the Court and the LWDA. Plaintiffs agree not to publicize the Settlement, the fact of the Settlement, its terms or contents, and the negotiations underlying the Settlement, in any manner or form, directly or indirectly, to any person or entity, beyond filing the Settlement with the Court and submitting a copy to the LWDA. Plaintiffs further agree that they shall not discuss or communicate the terms of this Settlement with any current or former employee of any of Defendant or the Released Parties, unless contacted by a PAGA Member with questions about the Settlement. This non-disclosure agreement specifically applies to not informing counsel in other actions, if any, against Defendant or the Released Parties, about the fact or terms of the Settlement before filing for approval of the Settlement.

18. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement except by a written agreement signed by all of the Parties, and

subject to any necessary Court approval. A waiver or amendment of any provision of this Settlement will not constitute a waiver of any other provision.

19. **Communications.** All communications to be provided concerning this Settlement shall be in writing by e-mail to the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

To Defendant: Paul Cowie and Patricia Jeng of Sheppard, Mullin, Richter & Hampton, LLP, Four Embarcadero Center, 17th Floor, San Francisco, CA 94111, pcowie@sheppardmullin.com and pjeng@sheppardmullin.com.

To Plaintiffs: Matt D'Abusco of Ares Law Group, P.C., 23 Corporate Plaza, Suite 150, Newport Beach, CA 92660, matt@areslawgroup.com.

20. **Entire Settlement.** This Settlement contains the entire agreement between the Parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts and writings prior to the date hereof relating to the subject matters hereof. The Parties are not relying on any representations (or omissions of fact) not expressly stated in this Settlement. Any representation, promise or agreement not specifically included in this Settlement shall not be binding upon or enforceable against either Party. This is a fully integrated agreement. No other promises or agreements shall be binding or shall modify this Settlement unless in writing and signed by the Parties or their successors-in-interest.

21. **Waiver of Certain Appeals/Appellate rights.** The Parties agree to waive appeals; except, however, that either Party may appeal any court order that approves the Settlement but materially alters the Settlement's terms, so long as the appealing Party provides written notice to counsel for the other Party of their intent to appeal within ten (10) business days after entry of the Order of Judgment.

22. **Invalidity and Severability.** Before declaring any provision of this Settlement invalid, the Court shall first attempt to construe the provisions valid to the fullest extent possible consistent with applicable precedents so as to define all provisions of this Settlement valid and enforceable, including minimally reforming any offending provision to make it valid and enforceable to the extent permitted by law. If any provision of this Settlement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of the Settlement which can be given effect without the invalid or unenforceable provision(s) or application, and to this end the provisions of this Settlement are declared to be severable. Notwithstanding the foregoing, no portion of any release contained herein may be deemed severed or deleted from this Settlement, except upon waiver in writing by Defendant.

23. **Authorization to Enter Into Settlement.** Counsel for all Parties warrant and represent they are expressly authorized by the Parties whom they represent to negotiate this Settlement and to take all appropriate action required or permitted to be taken by such Parties pursuant to this Settlement to effectuate its terms and to execute any other documents required to effectuate the terms of this Settlement. The Parties and their counsel will cooperate with each

other and use their best efforts to implement the Settlement. If the Parties are unable to reach agreement on the form or content of any document to implement the Settlement, or any supplemental provisions that may become necessary to effectuate the terms of this Settlement, the Parties may first seek the assistance of a mediator, and in the event that does not resolve the dispute, then the Court to resolve such disagreement.

24. **No Construction Against the Drafter.** Each Party has cooperated in the drafting and preparation of this Settlement. Hence, in any construction to be made of this Settlement, the same shall not be construed against any Party on the basis that the Party was the drafter.

25. **Choice of Law.** This Settlement shall be deemed to have been executed and delivered within the State of California, and the rights and obligations of the Parties hereunder shall be construed and enforced in accordance with, and governed by, the laws of the State of California without regard to principles of conflict of laws.

26. **Counterparts.** This Settlement may be executed by one or more of the Parties on any number of separate counterparts and delivered electronically, and all of said counterparts taken together shall be deemed to constitute one and the same instrument. Photographic, electronic or facsimile copies of any such signed counterparts may be used in lieu of the original for any said purpose.

27. **Cooperation.** Each Party, on behalf of themselves, and their respective business entities, heirs, executors, and assigns, agrees that they will abide by this Settlement and will do all such acts, and prepare, execute, and deliver all such documents, as may be reasonably required to carry out the stated objectives of this Settlement.

IN WITNESS THEREOF, the Parties each acknowledge that they/it have read the foregoing Settlement, accepts and agrees to the provisions contained in this Settlement and hereby executes it voluntarily and with full understanding of its consequences.

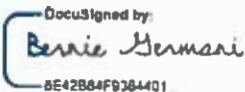
PLAINTIFF:

Dated: 1/11/2022

By: 
DocuSigned by:
5873C3D34027488
CARLOS CANIZALES

PLAINTIFF:

Dated: 1/13/2022

By: 
DocuSigned by:
Bernie Germani
8E42B84F9384401
BERNIE GERMANI

DEFENDANT HORIZON AIR INDUSTRIES, INC:

Dated: 1/24/2022

By: 
NAME: JOE WONDERLY
SENIOR CORPORATE COUNSEL
TITLE

APPROVED AS TO FORM:

Dated: 1/11/2022

By: 
DocuSigned by:
Matt D'Abusco
3E24E32A43E440
Matthew S. D'Abusco
ARES LAW GROUP, P.C.
Attorneys for Plaintiffs

Dated: 1/24/2022

By: 
Patricia Jeng, Esq.
SHEPPARD MULLIN RICHTER & HAMPTON LLP
Attorneys for Defendant

EXHIBIT 3

ARES

Law Group

23 Corporate Plaza
Suite 150
Newport Beach, California 92660
(949) 629-2519

PRIVILEGED AND CONFIDENTIAL

ATTORNEY/CLIENT PRIVILEGE

ATTORNEY WORK PRODUCT

BERNIE GERMANI V. HORIZON AIR INDUSTRIES, INC.

Los Angeles County Superior Court Case No. 21STCV11163

Case Filed: March 23, 2021

Case Status: **Open**

Case Type: PAGA Enforcement Action

Time Keeper(s): MSD/CSS

Time Period: November 20, 2020 to February 15, 2022

Date	Attorney	Description	Time Spent
November 20, 2020	MSD	Initial Client Intake (Bernie Germani)	1.0
November 20, 2020	MSD	Strategize w/ CSS Re Initial Client Intake	0.5
November 20, 2020	CSS	Strategize w/ MSD Re Initial Client Intake	0.5
November 23, 2022	MSD	Research Defendant Corporate Entity and Litigation History	1.5
November 24, 2020	MSD	Call w/ Client Re Potential Claims and Strategy	0.7
November 24, 2020	MSD	Prepare Records Request Letter and Authorization	0.8
November 24, 2020	MSD	Send Records Authorization to Client	0.2
November 25, 2020	MSD	Finalize and Send Records Request	0.4
December 16, 2020	MSD	Review Payroll Records Received from Defendant (Germani)	2.1
December 17, 2020	MSD	Communicate w/ CSS Re Records Received from Defendant	0.6
December 17, 2020	CSS	Communicate w/ MSD Re Client Records and Case Strategy	0.6
January 4, 2021	MSD	Prepare Draft Letter to LWDA Re PAGA Claim	3.0
January 4, 2021	CSS	Revise and Revise Draft Letter to LWDA	0.6
January 4, 2021	MSD	Correspondence with Client Re Draft Letter to LWDA Re PAGA Claim	0.3
January 11, 2021	MSD	Correspondence with Client Re Draft Letter to LWDA Re PAGA Claim	0.2
January 12, 2021	MSD	Finalize Letter to LWDA Re PAGA Claim	0.5

Date	Attorney	Description	Time Spent
January 27, 2021	MSD	Initial Client Intake (Carlos Canizales)	0.8
January 28, 2021	MSD	Prepare Records Request Letter and Authorization	0.4
January 28, 2021	CSS	Communicate w/ MSD Re Further Client Intake	0.6
January 28, 2021	MSD	Communicate w/ CSS Re Further Client Intake	0.6
January 28, 2021	MSD	Correspondence Client Re Records Request and Authorization	0.3
February 1, 2021	MSD	Finalize Records Request	0.4
February 22, 2021	MSD	Review Records from Defendant (Canizales)	1.8
March 8, 2021	MSD	Prepare Draft PAGA Letter (Canizales)	1.7
March 7, 2021	CSS	Revise Canizales PAGA Letter	0.4
March 8, 2021	MSD	Correspondence Client Re Draft PAGA Letter	0.3
March 9, 2021	MSD	Finalize and Submit PAGA Letter (Canizales)	0.5
March 11, 2021	MSD	Prepare Complaint	2.8
March 12, 2021	CSS	Revise and Revise Complaint	0.7
March 15, 2021	MSD	Correspondence w/ Client Re Complaint	0.3
March 18, 2021	MSD	Correspondence w/ Client Re Complaint	0.2
March 22, 2021	MSD	Correspondence w/ Client Re Complaint	0.2
March 23, 2021	MSD	Prepare Summons	0.3
March 23, 2021	MSD	Prepare Civil Case Cover Sheet	0.4
March 23, 2021	MSD	Prepare Civil Case Cover Sheet Addendum	0.4
March 23, 2021	MSD	Finalize and File Complaint	0.7
April 5, 2021	MSD	Submit Conformed Complaint for Personal Service on Defendant	0.4
April 12, 2021	MSD	Review Status of Service of Complaint	0.3
April 12, 2021	MSD	Prepare for and Telephone Call w/ Opposing Counsel Re Case	0.6
April 19, 2021	MSD	Serve Notice of Case Management Conference	0.3
April 27, 2021	MSD	Telephone Call w/ Opposing Counsel Re Case	0.5
April 28, 2021	MSD	Correspondence w/ Opposing Counsel Re Extension to File Responsive Pleading	0.2
April 29, 2021	MSD	Correspondence w/ Opposing Counsel Re Extension and Defendant Alaska Airlines	0.2
May 11, 2021	MSD	Correspondence w/ Opposing Counsel Re Extension and Alaska Airlines	0.1
May 14, 2021	MSD	Prepare First Amended Complaint	1.3
May 14, 2021	CSS	Review and Revise First Amended Complaint	0.5
May 14, 2021	MSD	Correspondence w/ Clients Re First Amended Complaint	0.4
May 17, 2021	MSD	Correspondence w/ Clients Re First Amended Complaint	0.5
May 17, 2021	MSD	Correspondence w/ Opposing Counsel Re Defendant Alaska Airlines	0.2
May 17, 2021	MSD	Finalize and File First Amended Complaint	0.7
May 17, 2021	CSS	Prepare and Serve Notices of Acknowledgement and Receipt of First Amended Complaint	0.8
June 9, 2021	MSD	Review Declaration Re Defendant Alaska Airlines	0.3

Date	Attorney	Description	Time Spent
June 9, 2021	MSD	Research Information in Declaration from Defendant Alaska Airlines	1.0
June 9, 2021	MSD	Strategize w/ CSS Re Defendant Alaska Airlines	0.7
June 9, 2021	CSS	Strategize w/ MSD Re Declaration of Defendant Alaska Airlines	0.7
June 10, 2021	MSD	Correspondence w/ Opposing Counsel Re Declaration of Defendant Alaska Airlines	0.3
June 21, 2021	MSD	Correspondence w/ Opposing Counsel Re Declaration of Defendant Alaska Airlines	0.2
June 21, 2021	MSD	Review Notices of Acknowledgement and Receipt	0.3
June 21, 2021	MSD	Review Revised Declaration of Defendant Alaska Airlines	0.5
June 22, 2021	MSD	Call w/ Opposing Counsel Re Case Status	0.5
June 22, 2021	MSD	Submit Notice of Acknowledgement for Filing	0.3
June 24, 2021	CSS	Strategize w/ MSD Re Dismissal of Alaska Airlines	0.3
June 24, 2021	MSD	Strategize w/ CSS Re Dismissal of Alaska Airlines	0.3
June 25, 2021	MSD	Prepare Request for Dismissal of Defendant Alaska Airlines	0.5
June 25, 2021	MSD	Correspondence w/ Opposing Counsel Re Dismissal of Defendant Alaska Airlines	0.1
June 28, 2021	MSD	Correspondence w/ Opposing Counsel Re Case Management Conference Meet and Confer	0.4
June 29, 2021	MSD	Correspondence w/ Opposing Counsel Re Case Management Conference Meet and Confer	0.1
June 29, 2021	MSD	Correspondence w/ Opposing Counsel Re Aggrieved Employee Data	0.2
June 29, 2021	MSD	Prepare Damages Analysis	3.5
June 30, 2021	CSS	Review Damages Analysis	1.2
June 30, 2021	MSD	Strategize w/ CSS Re Settlement Negotiations	0.8
June 30, 2021	MSD	Strategize w/ MSD Re Settlement Negotiations	0.8
July 1, 2021	MSD	Communicate w/ Clients Re Settlement Negotiations	1.0
July 1, 2021	MSD	Correspondence w/ Opposing Counsel Re Settlement Negotiations	0.5
July 6, 2021	MSD	Correspondence w/ Opposing Counsel Re Stipulation to Continue Case Management Conference	0.1
July 8, 2021	MSD	Prepare Stipulation to Continue Case Management Conference	0.6
July 9, 2021	MSD	Correspondence w/ Opposing Counsel Re Stipulation to Continue Case Management Conference	0.2
July 12, 2021	MSD	Prepare and File Case Management Conference Statement	0.6
July 12, 2021	MSD	Revise Stipulation to Continue Case Management Conference	0.3

Date	Attorney	Description	Time Spent
July 15, 2021	MSD	Correspondence w/ Opposing Counsel Re Settlement Negotiations and Stipulation to Extend Responsive Pleading Deadline	0.3
July 19, 2021	MSD	Serve Notice of Continued Case Management Conference	0.4
July 20, 2021	MSD	Prepare for and Call w/ Opposing Counsel Re Settlement Negotiations	0.7
July 21, 2021	MSD	Review Stipulation to Continue Responsive Pleading Deadline	0.3
July 26, 2021	MSD	Correspondence w/ Opposing Counsel Re Settlement Negotiations	0.2
July 27, 2021	MSD	Prepare for and Call w/ Opposing Counsel Re Settlement Negotiations	0.9
July 27, 2021	MSD	Strategize w/ CSS Re Settlement Negotiations	1.0
July 27, 2021	CSS	Strategize w/ MSD Re Settlement Negotiations	1.0
August 2, 2021	MSD	Correspondence w/ Opposing Counsel Re Settlement Negotiations	0.2
August 3, 2021	MSD	Correspondence w/ Opposing Counsel Re Settlement Negotiations	0.1
August 6, 2021	MSD	Correspondence w/ Opposing Counsel Re Settlement Negotiations	0.1
August 9, 2021	MSD	Correspondence w/ Opposing Counsel Re Settlement Negotiations	0.3
August 16, 2021	MSD	Correspondence w/ Opposing Counsel Re Settlement Negotiations	0.2
August 17, 2021	MSD	Prepare Memorandum of Understanding	3.0
August 17, 2021	CSS	Review and Revise Memorandum of Understanding	1.0
August 18, 2021	MSD	Correspondence w/ Opposing Counsel Re Memorandum of Understanding	0.2
August 30, 2021	MSD	Correspondence w/ Opposing Counsel Re Memorandum of Understanding	0.1
September 7, 2021	MSD	Correspondence w/ Opposing Counsel Re Memorandum of Understanding	0.2
September 13, 2021	MSD	Correspondence w/ Opposing Counsel Re Memorandum of Understanding	0.1
September 21, 2021	MSD	Correspondence w/ Opposing Counsel Re Memorandum of Understanding	0.2
September 27, 2021	MSD	Correspondence w/ Opposing Counsel Re Continued Case Management Conference	0.1
September 29, 2021	MSD	Review Revised Memorandum of Understanding	0.5
October 4, 2021	MSD	Correspondence w/ Opposing Counsel Re Memorandum of Understanding	0.2
October 5, 2021	MSD	Correspondence w/ Opposing Counsel Re Memorandum of Understanding	0.3

Date	Attorney	Description	Time Spent
October 11, 2021	MSD	Correspondence w/ Opposing Counsel Re Memorandum of Understanding and Records Sampling	0.4
October 18, 2021	MSD	Correspondence w/ Opposing Counsel Re Memorandum of Understanding	0.1
October 20, 2021	MSD	Review Revised Memorandum of Understanding	0.3
October 26, 2021	MSD	Correspondence w/ Opposing Counsel Re Memorandum of Understanding	0.4
October 27, 2021	MSD	Review Revised Memorandum of Understanding	0.5
November 1, 2021	MSD	Meet and Confer Re Case Management Conference	0.3
November 1, 2021	MSD	Review Stipulation to Continue Case Management Conference	0.3
November 3, 2021	MSD	Review Order	0.2
November 3, 2021	MSD	Communicate w/ Clients Re Memorandum of Understanding	1.0
November 4, 2021	MSD	Correspondence w/ Opposing Counsel Re Signed Memorandum of Understanding	0.2
November 8, 2021	MSD	Correspondence w/ Opposing Counsel Re Data Sampling	0.3
November 15, 2021	MSD	Analyze Data Sampling	3.8
November 16, 2021	CSS	Analyze Data Sampling	2.7
November 16, 2021	MSD	Strategize w/ CSS Re Data Sampling	1.0
November 16, 2021	CSS	Strategize w/ MSD Re Data Sampling	1.0
November 17, 2021	MSD	Correspondence w/ Opposing Counsel Re Analysis of Data Sampling	0.5
November 22, 2021	MSD	Correspondence w/ Opposing Counsel Re Analysis of Data Sampling	0.1
November 23, 2021	MSD	Correspondence w/ Opposing Counsel Re Analysis of Data Sampling	0.3
November 29, 2021	MSD	Review Stipulation to Extend Responsive Pleading	0.3
December 6, 2021	MSD	Correspondence w/ Opposing Counsel Re Settlement Agreement	0.2
December 10, 2021	MSD	Correspondence w/ Opposing Counsel Re Settlement Agreement	0.1
December 13, 2021	MSD	Correspondence w/ Opposing Counsel Re Settlement Agreement	0.1
December 13, 2021	MSD	Review Order on Extension	0.1
December 15, 2021	MSD	Correspondence w/ Opposing Counsel Re Settlement Agreement	0.2
December 20, 2021	MSD	Review Settlement Agreement	2.0
December 20, 2021	CSS	Review Settlement Agreement	1.6
December 21, 2021	MSD	Revise Settlement Agreement	0.7
December 22, 2021	MSD	Review Defendant's Revisions to Settlement Agreement	0.5
December 27, 2021	MSD	Correspondence w/ Opposing Counsel Re Settlement Agreement	0.8

Date	Attorney	Description	Time Spent
December 28, 2021	MSD	Correspondence w/ Opposing Counsel Re Settlement Agreement	0.2
January 4, 2022	MSD	Review Final Settlement Agreement	0.7
January 6, 2022	MSD	Communicate w/ Clients Re Settlement Agreement	0.9
January 13, 2022	MSD	Correspondence w/ Opposing Counsel Re Settlement Agreement	0.2
January 24, 2022	MSD	Correspondence w/ Opposing Counsel Re Settlement Agreement	0.1
February 1, 2022	MSD	Prepare Notice of Motion for Approval of PAGA Settlement	0.5
February 2, 2022	MSD	Prepare Declaration of Matthew S. D'Abusco in Support of Motion for Approval of PAGA Settlement	3.5
February 2, 2022	CSS	Prepare Declaration of Cynthia Sandoval in Support of Motion for Approval of PAGA Settlement	3.7
February 3, 2022	MSD	Prepare Memorandum of Points and Authorities in Support of Motion for Approval of PAGA Settlement	7.2
February 4, 2022	MSD	Revise Memorandum of Points and Authorities in Support of Motion for Approval of PAGA Settlement	5.5
February 4, 2022	MSD	Prepare Declaration of Bernie Germani in Support of Motion for Approval of PAGA Settlement	1.0
February 4, 2022	MSD	Prepare Declaration of Carlos Canizales in Support of Motion for Approval of PAGA Settlement	1.1
February 4, 2022	MSD	Revise Declaration of Matthew S. D'Abusco in Support of Motion for Approval of PAGA Settlement	2.4
February 4, 2022	MSD	Revise Declaration of Cynthia Sandoval in Support of Motion for Approval of PAGA Settlement	1.5
February 4, 2022	CSS	Revise Memorandum of Points and Authorities in Support of Motion for Approval of PAGA Settlement	3.3
February 7, 2022	MSD	Revise Memorandum of Points and Authorities in Support of Motion for Approval of PAGA Settlement	1.8
February 7, 2022	MSD	Correspondence w/ Opposing Counsel Re Motion for Approval	0.2
February 10, 2022	MSD	Correspondence w/ Opposing Counsel Re Motion for Approval	0.1
February 14, 2022	MSD	Communicate w/ Clients Re Declarations in Support of Motion for Approval	0.5
February 15, 2022	MSD	Finalize and File Motion for Approval	1.5
		TOTAL	118.1