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Attorneys for Plaintiff

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

OSMIN CALDERON, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

DYNAMO AVIATION, INC., a California
corporation; ADP TOTALSOURCE, INC., a
Florida corporation; and DOES 1 through 20,
inclusive,

Defendants.

Case No.: 21STCV17630

*[Case assigned for all purposes to the Hon.
Alison Mackenzie, Dept. 55]*

**DECLARATION OF SEAN M.
BLAKELY IN SUPPORT OF
PLAINTIFF'S MOTION FOR
PRELIMINARY APPROVAL OF
CLASS ACTION SETTLEMENT**

Date: June 11, 2024
Time: 8:30 a.m.
Dept.: 55

Reservation ID: 409140653587

Complaint Filed: May 11, 2021
Trial Date: None Set

1 I, SEAN M. BLAKELY, declare as follows:

2 1. I am a Partner at Haines Law Group, APC, and counsel for the named Plaintiff
3 Osmin Calderon (“Plaintiff”) and the proposed Settlement Class in the above-captioned matter. I
4 am a member in good standing of the bar of the State of California and am admitted to practice
5 in this Court. I have personal knowledge of the facts stated in this declaration and could testify
6 competently to them if called upon to do so.

7 2. I am a 2008 graduate of Southwestern Law School. I was admitted to the California
8 State Bar in September 2009. From December 2010 to September 2011, I worked as a Law Clerk
9 for Rose, Klein & Marias, a civil litigation firm in Long Beach, California. At Rose, Klein &
10 Marias I assisted trial attorneys in employment and personal injury cases. From September 2011
11 to May 2016, I worked as an associate at the employment law firm of Mahoney Law Group, APC
12 in Long Beach, California. The vast majority of my work at Mahoney Law Group, APC focused
13 on representing employees in wage and hour class actions. My work at Mahoney Law Group,
14 APC also included representing employees in individual claims for wrongful termination,
15 harassment, discrimination, and retaliation. Although non-exhaustive, the types of work I
16 performed at Mahoney Law Group, APC included: conducting client intakes performing pre-
17 filing research and analysis, drafting complaints, attending court hearings, corresponding with
18 opposing counsel, drafting and responding to written discovery, preparing for and taking and
19 defending depositions, analyzing payroll and timekeeping records and employee handbooks,
20 opposing motions for summary judgment, as well as a variety of other motions such as motions
21 for remand, demurrers and motions to dismiss, motions to strike, motions to compel, motions to
22 quash, and motions for class certification, drafting mediation briefs, attending mediations,
23 drafting long-form settlement agreements, drafting motions for preliminary and final settlement
24 approval, and overseeing the notice process.

25 3. Since November 8, 2016, I have worked at my current firm, Haines Law Group,
26 APC, where, in 2020, I became a Partner. I am currently responsible for managing over forty
27 (40) active wage and hour class and representative actions in both state and federal court.

28 4. The following is a non-exhaustive list of wage and hour class actions in which I

1 have been appointed as class counsel and/or played a significant role in prosecuting the litigation,
2 and which have received final approval: *Santimateo v. Sun Healthcare Group, Inc., et al*, Case
3 No. BC471884, California Superior Court, Los Angeles County, Judge Jane L. Johnson presiding
4 (granted final approval of settlement on behalf of employees at rehabilitation facility involving
5 claims for unpaid wages and meal and rest period violations, and other claims, in which I was
6 approved at an hourly rate of \$325 for work performed in 2012-2013); *Teyuca v. Pacific Alliance*
7 *Medical Center, Inc.*, California Superior Court, Los Angeles County, Judge William F.
8 Highberger presiding (granting final approval of settlement on behalf of healthcare workers for
9 unpaid wages, meal and rest period violations, and other claims, in which I was approved at an
10 hourly rate of \$325 for work performed in 2012-2013); *Arteaga v. Command Center Security,*
11 *Inc.*, Case No. BC480496, California Superior Court, Los Angeles County, Judge John Shepard
12 Wiley, Jr. presiding (granting final approval of settlement on behalf of security guards involving
13 claims for unpaid overtime, meal and rest period violations, and other claims, in which I was
14 approved at an hourly rate of \$425 for work performed in 2012-2015); *Casadine v. Maxim*
15 *Healthcare Services, Inc.*, Case No. CV 12-10078-DMG (CWx), United States District Court,
16 Central District of California, Judge Dolly M. Gee presiding (granting final approval of settlement
17 on behalf of home health care employees involving claims for unpaid wages and other claims, in
18 which I was approved at an hourly rate of \$425 for work performed in 2012-2015); *Guzman v.*
19 *Andrew Lauren Interiors, Inc., et al.*, Case No. BC567757, California Superior Court, Los
20 Angeles County, Judge Elihu M. Berle presiding (granting final approval of settlement on behalf
21 of construction workers involving claims for unpaid wages, meal and rest period violation, and
22 other claims, in which I was approved at an hourly rate of \$425 for work performed in 2014-
23 2016); *Booker v. The Goodyear Tire and Rubber Company*, Case No. BC498399, California
24 Superior Court, Los Angeles County, Judge Amy Hogue presiding (granting final approval of
25 settlement on behalf of tire mechanics involving claims for unpaid wages, meal and rest period
26 violations, and other claims, in which I was approved at an hourly rate of \$425 for work performed
27 in 2013-2015); *Nunez v. CompuCom Systems, Inc.*, Case No. BC618385, California Superior
28 Court, Los Angeles County, Judge John Shepard Wiley, Jr. presiding (granting final approval of

1 settlement on behalf of IT support workers for overtime, meal and period, reimbursement, and
2 related violations, approved at hourly rate of \$475 for work performed in 2016 and 2017); *Galvan*
3 *v. AMVAC Chemical Corporation*, Case No. 30-2014-00716103-CU-OE-CXC, California
4 Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of
5 settlement on behalf of non-exempt employees of a chemical manufacturing company involving
6 claims for unpaid overtime and waiting time penalties); *Razon v. TTM Technologies, Inc., et al.*,
7 Case No. 37-2016-00038326-CU-OE-CTL, California Superior Court, San Diego County, Judge
8 Gregory W. Pollack presiding (granting final approval of settlement involving claims for unpaid
9 overtime wages, wage statement violations, and meal period violations); *Blank v. Coty, Inc., et*
10 *al.*, Case No. BC624850, California Superior Court, Los Angeles County, Judge Williams F.
11 Highberger presiding (granting final approval of settlement involving claims for wage statement
12 violations, meal period violations, and other claims); *Morales v. Caremeridian, LLC, et al.*, Case
13 No. BC593191, California Superior Court, Los Angeles County, Judge William F. Highberger
14 presiding (granting final approval of settlement on behalf of direct support professionals
15 involving claims for unpaid wages, meal and rest period violations, wage statement violations,
16 and other claims); *Aguilar v. Act Fulfillment, Inc.*, Case No. RIC1616643, California Superior
17 Court, Riverside County, Judge Sharon J. Waters presiding (granting final approval of settlement
18 on behalf of non-exempt factory workers involving claims for meal period violations); *Sandoval*
19 *v. AMCOR Flexibles Inc.*, Case No. BC617499, California Superior Court, Los Angeles County,
20 Judge Kenneth R. Freeman presiding (granting final approval of settlement on behalf of
21 manufacturing employees involving claims for unpaid wages, meal period violations, rest period
22 violations, and waiting time penalties); *Le v. GBW Railcar Services, L.L.C.*, Case No.
23 RIC1612209, California Superior Court, Riverside County, Judge Sharon J. Waters presiding
24 (granting final approval of settlement on behalf of non-exempt employees of a freight railcar
25 manufacturer involving claims for unpaid overtime and minimum wages, meal period violations,
26 and rest period violations); *Silva v. ADJ Products, LLC*, Case No. BC618581, California Superior
27 Court, Los Angeles County, Judge William F. Highberger presiding (granting final approval of
28 settlement involving claims for unpaid overtime and minimum wages, rest period violations,

wage statement violations, and waiting time penalties); *Lira v. Discus Dental, LLC, et al.*, Case No. CIVDS1620402, California Superior Court, San Bernardino County, Judge David Cohn presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and overtime wages, meal and rest period violations, and other claims); *Gonzales v. PathPoint*, Case No. BC657147, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt direct support professionals involving claims for meal and rest period violations and other claims); *Duran v. PRADA USA CORP.*, Case No. BC644319, California Superior Court, Los Angeles County, Judge Maren E. Nelson presiding (granting final approval of settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid overtime wages, meal and rest period violations, failure to reimburse for necessary expenditures, and other claims); *Banegas v. UPM, Inc.*, Case No. BC644438, California Superior Court, Los Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid wages, meal and rest period violations, and other claims); *Palafox v. Pacific Line Clean-Up, Inc.*, Case No. 30-2017-00921632-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt employees involving claims for unpaid overtime wages, meal and rest period violations, and other claims); *Janet Arroyo v. AST Sportswear, Inc., dba Bayside Apparel Manufacturing, Inc.*, Case No. 30-2017-00909663-CU-OE-CXC, California Superior Court, Orange County, Judge Glenda Sanders presiding (granting final approval of settlement on behalf of non-exempt garment employees involving claims for unpaid minimum wages, meal and rest period violations, and other claims); *Carlos Garcia v. Fabrica International, Inc.*, Case No. 30-2017-00949461-CU-OE-CXC, California Superior Court, Orange County, Judge William D. Claster presiding (granting final approval of settlement on behalf of non-exempt manufacturing employees involving claims for unpaid minimum and overtime wages, meal and rest period violations, and statutory penalties); *Jonathan Leon v. Piercey West, Inc.*, Case No. BC656874, California Superior Court, Los Angeles County, Judge Amy D. Hogue presiding (granting final approval of settlement on behalf

1 of non-exempt commissioned salespersons and other employees involving claims for unpaid
2 wages, meal and rest period violations, unreimbursed business expenses, and other claims); and
3 *Matthew Tovar, et al. v. Rentokil North America, Inc.*, Case No. BC676386, California Superior
4 Court, Los Angeles County, Judge Daniel J. Buckley presiding (granting final approval of
5 settlement on behalf of non-exempt employees involving claims for unpaid overtime, meal and
6 rest break violations, and other claims); *Seungmin Samantha Lee v. Infor (US) Inc.*, Case No.
7 CGC-18-566393, California Superior Court, San Francisco County, Judge Ethan P. Schulman
8 presiding (granting final approval of settlement on behalf of sales development representatives
9 involving claims for unpaid overtime, meal and rest period violations, and penalty claims); *Tracy*
10 *Aguilar, et al. v. Aero Port Services, Inc.*, Case No. BC659234, California Superior Court, Los
11 Angeles County, Judge Carolyn B. Kuhl presiding (granting final approval of settlement on behalf
12 of non-exempt employees involving claims for meal and rest period violations, and other claims);
13 *Carlos Perez, et al. v. Moss Bros. Auto Group, Inc., et al.*, Case No. RIC1709905, California
14 Superior Court, Riverside County, Judge Sunshine S. Sykes presiding (granting final approval of
15 settlement on behalf of non-exempt commissioned salespersons involving claims for unpaid
16 wages, meal and rest period violations, other claims); and *Julio Alfaro v. Orange Automotive*
17 *d/b/a Kia of Orange*, Case No. 30-2017-00945105-CU-OE-CXC, California Superior Court,
18 Orange County, Judge Randall J. Sherman presiding (granting final approval settlement on behalf
19 of non-exempt commissioned employees involving claims for unpaid wages, meal and rest period
20 violations, unreimbursed business expenses, and penalty claims).

21 5. I have also moved to certify and have received an order certifying a class action in
22 *Ontiveros v. Safelite Fulfillment, Inc., et al.*, Case No. CV 15-7118-DMG (RAOx), United States
23 District Court, Central District of California, Honorable Dolly M. Gee presiding (certifying six
24 classes of employees for rest period violations, wage statement violations, meal period violations,
25 and overtime and double-time violations); and *Vazquez v. Kraft Heinz Foods Company*, Case No.
26 16-CV-02749-WQH (BLM), United States District Court, Southern District of California,
27 Honorable William Q. Hayes, presiding (certifying unpaid wages classes, meal period classes,
28 wage statement class, and waiting time penalty class).

1 6. In 2018-2023, Thomson Reuters recognized me as a Top Young Attorney in
2 Southern California in the annual Rising Star Edition of Super Lawyers. This is an honor awarded
3 to no more than two-and-a-half percent (2.5%) of attorneys under the age of forty in Southern
4 California each year.

5 7. As counsel for Plaintiff and the proposed Settlement Class, I have been intimately
6 involved in this case and I believe that the proposed Settlement is a favorable result for the
7 Settlement Class.

8 8. In operation since 1986, Defendant Dynamo Aviation, Inc. (“Dynamo”) is an FAA
9 approved manufacturer of custom engineered products serving aircraft manufacturers, airlines,
10 and aircraft operators. Dynamo operates out of two facilities in Chatsworth, California, and
11 manufactures refrigerators, wine chillers, cold storage units, microwaves, coffee makers and other
12 products for aircraft use.

13 9. On May 11, 2021, Plaintiff filed his Complaint in Los Angeles County Superior
14 Court, alleging several wage and hour violations. On January 8, 2021, Plaintiff sent his PAGA
15 notice letter to the Labor and Workforce Development Agency (“LWDA”). Attached hereto as
16 **Exhibit B** is a copy of the January 8, 2021 LWDA Letter. On November 2, 2022, Plaintiff filed
17 the operative First Amended Class and Representative Action Complaint (“FAC”) alleging that
18 Dynamo: (i) failed to pay all minimum wages; (ii) failed to pay all overtime wages; (iii) failed to
19 provide all lawful meal periods; (iv) failed to authorize and permit all rest periods; (v) failed to
20 pay all final wages due upon separation of employment; (vi) failed to issue accurate, itemized
21 wage statements; (vii) failed to reimburse employees for necessary business expenditures; (viii)
22 failed to permit inspection of personnel and payroll records; (ix) engaged in unfair competition
23 in violation of California Business & Professions Code § 17200 *et seq.*; and (x) is liable for civil
24 penalties under the PAGA.

25 10. In connection with mediation, Dynamo provided Plaintiff’s counsel with a random
26 sampling of timekeeping and payroll records for its former employees. Dynamo also provided
27 relevant data points such as the total number of former employees and the number of aggregate
28 workweeks worked by its former employees during the Class Period, as well as Dynamo’s written

1 policies and other information. Plaintiff hired a labor economist with a Ph.D. to assist Plaintiff in
2 conducting a comprehensive analysis and extrapolation of the payroll and timekeeping data
3 produced by Dynamo to create a detailed exposure analysis for all claims at issue. This discovery
4 allowed the Parties to assess the merits and value of Plaintiff's claims, the chances of certification
5 of Plaintiff's claims, and Dynamo's potential defenses.

6 11. On February 14, 2023, the Parties participated in a full-day mediation with Jeffrey
7 A. Ross, Esq., a well-respected wage and hour class action mediator. During mediation, the
8 Parties vigorously debated their opposing legal positions, the likelihood of certification of
9 Plaintiff's claims, and the legal basis for the claims and defenses. Mr. Ross issued a mediator's
10 proposal for a classwide settlement, which was ultimately accepted by the Parties. During the
11 months that followed, the Parties finalized the terms of the Settlement and executed the long-form
12 Settlement Agreement now before the court. A true and correct copy of the Stipulation of
13 Settlement is attached hereto as **Exhibit A**. The proposed Class Notice and Notice of Estimated
14 Individual Settlement Payment are attached as **Exhibits 1 and 2** respectively, to the Settlement
15 Agreement.

16 12. The monetary terms of the Settlement are summarized below:

- 17
- 18 • Maximum Settlement Amount ("MSA"): \$250,000.00
 - 19 • Minus Court-approved attorneys' fees: \$83,333.33
 - 20 • Minus Court-approved verified costs (up to): \$35,000.00
 - 21 • Minus Court-approved Enhancement Payment: \$7,500.00
 - 22 • Minus amount set aside as PAGA penalties: \$20,000.00
 - 23 • Minus estimated settlement administration costs: \$10,000.00
 - 24 Net Settlement Amount ("NSA"): \$94,166.67
 - 25 • Plus 25% "PAGA Amount" to Settlement Class: \$5,000.00
 - 26 **Total Amount Paid to Settlement Class Members: \$99,166.67**

27 13. According to Dynamo, there are approximately 130 Settlement Class members.
28 Therefore, the average Settlement Payment from the NSA is projected to be approximately
\$724.36.

14. As detailed in Plaintiff's Motion for Preliminary Approval, Plaintiff alleges that
Dynamo's timekeeping policies and/or practices resulted in Plaintiff and other non-exempt
employees not being compensated for all hours actually worked. Specifically, Plaintiff alleges

Dynamo required employees to undergo temperature checks during the COVID-19 pandemic prior to clocking into their shift. As a result of these policies/practices, Plaintiff alleges Dynamo failed to compensate Plaintiff and other non-exempt employees for all minimum and overtime wages owed. Plaintiff estimated that the failure to compensate employees for required temperature checks resulted in approximately 1,210 hours of unpaid time. Because employees generally worked shifts of at least eight (8) hours, Plaintiff contends that these unpaid wages must be paid at an overtime rate of pay. Therefore, Plaintiff estimates Dynamo's maximum exposure for this claim at approximately \$41,491 (1,210 unpaid hours * \$34.29 average overtime rate of pay). However, Dynamo counters that its timekeeping policies/practices complied with California law and that it has always properly compensated Settlement Class members for all hours worked throughout the Class Period. Dynamo further contends that Settlement Class members did not work off-the-clock and that its policies specifically disavow such off-the-clock work. Dynamo further argues that Plaintiff's off-the-clock claim is not appropriate for class treatment. Based on these defenses, Plaintiff discounted the estimated maximum amount by 55% for risk of non-certification, and by an additional 50% to account for risk of losing on the merits or failure to recover the maximal amount sought, to arrive at an estimated exposure of approximately \$9,335.

15. Plaintiff alleges Dynamo failed to provide legally compliant first meal periods because Dynamo's policies/practices failed to provide Plaintiff and other non-exempt employees with a timely, duty-free, and uninterrupted 30-minute meal period commencing before the end of the fifth hour of work. Based on Plaintiff's expert's review and extrapolation of Dynamo's timekeeping records, there are approximately 4,766 shifts that reflect a potential first meal period violation. Therefore, Plaintiff estimates Dynamo's maximum exposure for first meal period violations at approximately \$108,951 (4,766 non-compliant first meal periods * \$22.86 average meal period premium). However, Dynamo counters it has maintained compliant written meal period policies throughout the Class Period and has always provided compliant meal periods in line with those policies. Dynamo further contends that it always *provides* employees the opportunity to take meal periods and is not required to *ensure* they are taken. Thus, Dynamo argues that any missed, late or short meal periods resulted from lawful employee choice rather

1 than any policy and/or practice of Dynamo. Dynamo also argues this claim is not suited for class
2 treatment, as individual inquiries would be needed to assess which employees took non-compliant
3 meal periods or missed meal periods, how many meal periods were non-compliant or missed, and
4 the reasons why a particular employee did not take a compliant meal period on a particular shift.
5 Based on these defenses, Plaintiff discounted the maximum amount by 55% for risk of non-
6 certification, and an additional 50% for risk of losing on the merits or failing to recover the full
7 amount sought, to arrive at an estimated exposure of approximately \$24,514.

8 16. Plaintiff further alleges that Settlement Class members were not provided with
9 second meal periods when they worked shifts in excess of 10.0 hours in a workday. Plaintiff's
10 expert's analysis of the timekeeping data showed that during the Class Period, there were
11 approximately 2,987 shifts worked in excess of 10.0 hours where a second meal period violation
12 occurred without a first meal period violation. Therefore, Plaintiff calculates Dynamo's maximum
13 exposure for second meal period violations at approximately \$68,283 (2,987 second meal period
14 violations * \$22.86 meal period premium). However, Dynamo maintains that employees
15 voluntarily waived their second meal period when they worked shifts in excess of 10.0 hours (but
16 less than 12.0 hours), as they are entitled to do under Labor Code § 512. Finally, Dynamo argues
17 that these claims are not suited for class treatment, as individual inquiries would be needed to
18 assess which employees took non-compliant meal periods or missed meal periods, how many
19 meal periods were non-compliant or missed, and the reasons why a particular employee did not
20 take a compliant meal period on a particular shift. In light of these risks, Plaintiff discounted the
21 maximum amount that the class could potentially recover by 55% for a risk of non-certification,
22 and an additional 65% for a risk of losing on the merits, or having exposure reduced due to
23 Dynamo's waiver arguments, to arrive at estimated exposure of approximately \$10,755.

24 17. Plaintiff alleges Dynamo failed to authorize and permit all required off-duty rest
25 periods. Specifically, Plaintiff alleges he was not authorized or permitted to take any off-duty rest
26 period during his work shifts due to work demands imposed by Dynamo. Additionally, Plaintiff
27 alleges that Dynamo's written rest period policy was unlawful in that it prohibited employees
28 from leaving Dynamo's premises during off-duty rest periods. Based on Plaintiff's expert's

analysis and extrapolation of Dynamo's timekeeping records, Plaintiff estimates there were approximately 30,840 shifts in excess of 3.5 hours during the Class Period, entitling employees to at least one (1) rest period. Therefore, Plaintiff estimates Dynamo's maximum potential exposure for rest period violations at approximately \$705,002 (30,840 rest period violations * \$22.86 average premium). However, Dynamo counters that it has maintained compliant written rest period policies throughout the Class Period and has always authorized and permitted employees a 10-minute rest period for each four (4) hours worked, or major fraction thereof, as required under the Wage Order, and that any failure to take rest periods was a result of employee choice, rather than any Dynamo policy and/or practice. Dynamo also argues that Plaintiff's rest period claim is not amenable to class treatment, since individual inquiries would be required to determine which employees failed to take rest periods, how many rest periods they failed to take, and the reasons why each employee failed to take rest period(s) on a particular shift. These manageability concerns are especially present with respect to rest period claims, Dynamo argues, given that rest periods are not recorded. Given these defenses, Plaintiff discounted this maximum amount by 65% for risk of non-certification, and an additional 60% for a risk of being unsuccessful on the merits or of failing to recover the full amount sought, to arrive at an estimated realistic exposure of approximately \$98,700.

18. Plaintiff alleges that Dynamo required Plaintiff and other non-exempt employees to use their personal cellular phones to perform essential job duties. Despite requiring Plaintiff and other non-exempt employees to incur these expenses on a daily basis, Plaintiff alleges that Dynamo failed to reimburse Settlement Class members for these necessary business expenses, in violation of Labor Code § 2802(a). Based on Plaintiff's analysis and extrapolation of Dynamo's records, Plaintiff estimates that Settlement Class members have worked a total of approximately 1,542 aggregate months during the Class Period. Using a conservative estimate of \$20 per month in reasonable work-related personal cellular phone use, Plaintiff calculates Dynamo's maximum exposure for this claim at approximately \$30,840 (\$20.00/month * 1,542 months). However, Dynamo maintains that Settlement Class members were not required to use their personal cellular phones as part of their job. Dynamo further argues that any expenses incurred by Settlement Class

1 members were extremely minimal, given the wide availability of low-cost cellular phone plans.
2 Dynamo further contends that this claim would require individual inquiries into whether
3 Settlement Class members actually used their personal cellular phones for work purposes, how
4 much expense they incurred, whether they submitted a request for reimbursement, and the
5 reasonableness of that expense, thus precluding class certification. Based on these defenses,
6 Plaintiff discounted the estimated maximum amount by 50% for risk of non-certification, and by
7 an additional 50% to account for risk of losing on the merits or failure to recover the maximal
8 amount sought, to arrive at an estimated exposure of approximately \$7,710.

9 19. As a result of the unpaid wages and unpaid meal and rest period premium wages
10 described above, Plaintiff alleges that Dynamo is liable for wage statement penalties. Those
11 penalties are calculated as \$50 for each “initial” violation and \$100 for each “subsequent”
12 violation, with a maximum of \$4,000 per employee. Plaintiff’s analysis reflected that there were
13 approximately 83 unique employees and approximately 1,345 pay periods worked during the
14 liability period applicable to Plaintiff’s wage statement claim. Therefore, Plaintiff calculated
15 Dynamo’s maximum wage statement exposure at approximately \$130,350 ([83 “initial”
16 violations * \$50] + [1,262 “subsequent” violations * \$100]). However, Dynamo argues any
17 alleged wage statement violations were not “knowing and intentional,” and Plaintiff cannot show
18 he or other employees “suffer[ed] injury” due to the alleged wage statement violations, as required
19 by Labor Code § 226(e) for the imposition of penalties. Dynamo further argues that wage
20 statements always accurately reflected hours worked and amounts paid to employees. Moreover,
21 because the wage statement claim is derivative of Plaintiff’s underlying wage claims, Plaintiff
22 would need to overcome Dynamo’s defenses, both as to class certification and on the merits, as
23 to his underlying claims. In light of these risks, Plaintiff discounted the maximum exposure by
24 55% for risk of non-certification, and by an additional 55% for risk of being unsuccessful on the
25 merits, for an estimated realistic exposure of approximately \$26,396.

26 20. As a further result of the unpaid wages and unpaid meal and rest period premium
27 wages described above, Plaintiff alleges that Dynamo failed to comply with its final pay
28 obligations set forth in Labor Code §§ 201-203. Dynamo’s records reflected approximately 126

former Settlement Class members who are eligible for waiting time penalties. Based on an hourly rate of \$22.86, Plaintiff estimated the average waiting time penalty per former employee to be approximately \$5,486 ($\$22.86 \times 8 \text{ hours per day} \times 30 \text{ days}$). Therefore, Plaintiff calculated Dynamo's maximum exposure for potential waiting time penalties to be approximately \$691,236 ($126 \text{ former employees} \times \$5,486 \text{ average penalty}$). However, Dynamo argues that it possesses strong, good faith defenses to Plaintiff's underlying claims, thus precluding recovery of waiting time penalties, which are only available for the "willful" failure to pay wages. Dynamo further asserts that Plaintiff's waiting time penalty exposure was grossly inflated as not every former employee experienced the alleged Labor Code violations. Moreover, because the waiting time claim is derivative of Plaintiff's underlying wage claims, Plaintiff would need to overcome Dynamo's defenses, both as to class certification and on the merits, as to her underlying claims. To account for Dynamo's defenses, Plaintiff discounted the maximum exposure by 55% for the risk of non-certification, and an additional 75% for the risk of losing on the merits and/or not receiving the maximum penalties sought, to arrive at an estimated exposure of approximately \$77,764.

21. As a result of the foregoing Labor Code violations, Plaintiff alleges that Dynamo is liable for civil penalties under the PAGA. Plaintiff estimated a maximum total PAGA exposure of approximately \$461,600 ($4,616 \text{ pay periods} \times \$100 \text{ "initial" penalty}$). However, since Plaintiff's PAGA claim is derivative of Plaintiff's underlying wage claims, Dynamo asserts the PAGA claim would fail with those claims. Dynamo further maintains that, given its good faith defenses, this Court would exercise its discretion to substantially reduce any PAGA penalties if it were to find Dynamo liable for any of Plaintiff's claims. Therefore, Plaintiff discounted the maximum figure by 70% for the risk of losing on the merits and/or not recovering a PAGA penalty for each and every pay period, and an additional 80% to account for the possibility of this Court reducing penalties to arrive at an estimated exposure of approximately \$27,696.

22. Using these estimated figures for each of the claims described above, Plaintiff predicted that the potential recovery for the Settlement Class would be approximately \$282,870. The proposed Settlement of \$250,000.00 represents approximately 88.4% of the reasonably

1 forecasted recovery for the Settlement Class.

2 23. Although the parties engaged in significant informal discovery prior to mediation,
3 the parties still had significant formal discovery to complete had the matter not been settled. This
4 would have required the expenditure of substantial time and resources by both Parties that would
5 have very likely spanned several years. Even if Plaintiff were to certify the proposed classes, the
6 parties would incur considerably more attorneys' fees and costs through a possible decertification
7 motion, trial, and possible appeal. The Settlement avoids those risks and the accompanying delay
8 and expense, and thus this factor supports preliminary approval.

9 24. Class Counsel will apply for an attorneys' fees award of one-third of the Maximum
10 Settlement Amount, which is currently estimated to be \$83,333.33, and up to \$35,000.00 in
11 verified costs reimbursement. Plaintiff submits the requested fee is fair compensation for
12 undertaking complex, risky, expensive, and time-consuming litigation on a purely contingent fee
13 basis. Class Counsel has incurred substantial attorneys' fees conducting pre-filing investigation,
14 analyzing Plaintiff's claims, conducting legal research, conducting extensive informal discovery,
15 analyzing Settlement Class members' timekeeping and payroll records with the help of its
16 retained expert, creating a comprehensive damages model, preparing for and attending mediation,
17 negotiating and preparing the long-form Settlement Agreement, preparing this Motion, and
18 otherwise litigating the case. Class Counsel expects to expend additional attorney time in
19 attending the hearing on this Motion, overseeing the Notice process and fielding questions from
20 Settlement Class members, preparing the final approval papers, and attending the Final Approval
21 hearing.

22 25. Plaintiff will apply for Class Representative Enhancement Payment at the time of
23 seeking final approval of the proposed class action settlement in the amount of \$7,500.00 for his
24 service to the Settlement Class. As will be fully briefed at the time of final approval, Plaintiff's
25 requested Enhancement Payment is intended to recognize the time and effort Plaintiff expended
26 on behalf of the Settlement Class, including providing substantial factual information and
27 documents to Class Counsel, discussing the claims and theories at issue in the litigation, actively
28 participating in the prosecution of his claims, as well as the significant risks Plaintiff undertook

1 by agreeing to serve as the named plaintiff in this case, and the fact that Plaintiff agreed to a
2 general release of all claims subject to a waiver of Civil Code § 1542.

3 I declare under penalty of perjury under the laws of the State of California that the
4 foregoing is true and correct. Executed on February 15, 2024, at El Segundo, California.

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EXHIBIT A

STIPULATION OF SETTLEMENT

This Stipulation of Settlement (“Settlement Agreement”) is reached by and between Plaintiff Osmin Calderon (“Plaintiff”), individually and on behalf of all members of the Settlement Class (defined below), and PAGA Group (defined below) on one hand and, and Defendant Dynamo Aviation, Inc. (hereinafter “Defendant”), on the other hand. Plaintiff and Defendant are referred to herein collectively as the “Parties.” Plaintiff and the Settlement Class and PAGA Group are represented by Paul K. Haines, Sean M. Blakely, and Alexandra R. McIntosh of Haines Law Group, APC (“Class Counsel”). Defendant is represented by Todd B. Scherwin and Hannah Sweiss of Fisher & Phillips LLP.

On May 11, 2021, Plaintiff filed a complaint for damages and civil penalties under the Private Attorneys General Act, Cal. Labor Code § 2698 *et seq.* (“PAGA”) in Los Angeles County Superior Court, in the matter entitled *Osmin Calderon v. Dynamo Aviation, Inc., et al.*, Case No. 21STCV17630 (the “complaint”). On November 2, 2022, Plaintiff filed the operative First Amended Class and Representative Action Complaint (“FAC”). The FAC alleges the following causes of action: (1) minimum wage violations; (2) failure to pay all overtime wages; (3) meal period violations; (4) rest period violations; (5) waiting time penalties; (6) wage statement violations; (7) failure to reimburse employees for necessary business expenditures; (8) failure to permit inspection of personnel and payroll records; (9) unfair competition in violation of Cal. Business & Professions Code § 17200, *et seq.*; and (10) civil penalties under the Private Attorneys General Act, Cal. Labor Code § 2698 *et seq.* The complaint and the FAC are referred to herein as the “Action.”

Given the uncertainty of litigation, Plaintiff and Defendant wish to settle individually and on behalf of the Settlement Class and PAGA Group. Accordingly, Plaintiff and Defendant agree as follows:

1. Settlement Class and PAGA Group.

Settlement Class. For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the certification of the “Settlement Class” as defined as the following:

All former non-exempt employees who worked for Defendant Dynamo Aviation, Inc., in California at any time from November 2, 2018 through March 16, 2023 (the “Class Period”), and who did not sign an arbitration agreement.

PAGA Group. For the purposes of this Settlement Agreement only, Plaintiff and Defendant stipulate to the following definition of the “PAGA Group” as defined as the following:

All non-exempt, hourly-paid employees of Defendant who worked in California from January 8, 2020 through March 16, 2023 (“PAGA Period”)

The Parties agree that certification for purposes of this Settlement Agreement is not an admission that class certification is proper under Section 382 of the Code of Civil Procedure or under Rule 23 of the Federal Rule of Civil Procedure. If for any reason this Settlement Agreement is not

approved or is terminated, in whole or in part, this conditional agreement to class certification will be inadmissible and will have no effect in this matter or in any claims brought on the same or similar allegations, and the Parties shall revert to the respective positions they held prior to entering into the Settlement Agreement.

2. **Release by Settlement Class Members and Plaintiff.** Plaintiff and every member of the Settlement Class (except those who opt out and except as to the PAGA claims specified below) will fully release and discharge Defendant, and all of its past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents, and attorneys, (collectively the “Released Parties”), as follows:

- A. Upon the Effective Date and the complete funding of the Maximum Settlement Amount, Settlement Class members will release all claims, demands, rights, liabilities, and causes of action that were pled in the operative First Amended Class Action Complaint (“FAC”), or which could have been pled in the FAC based on the factual allegations therein, that arose during the Class Period, including claims for: (a) failure to pay all minimum wages; (b) failure to pay all overtime wages; (c) failure to provide meal periods as required by law; (d) failure to authorize rest periods as required by law; (e) failure to pay employees all wages owed at the time of their separation from employment; (f) failure to provide accurate, itemized wage statements; (g) failure to reimburse employees for necessary business expenditures; (h) failure to permit inspection of personnel and payroll records; and (i) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (the “Class Released Claims”). The period of the Class Released Claims shall extend to the limits of the Class Period.
- B. **Release of PAGA Claims.** In addition, all PAGA Group members (regardless of whether they opt out) who worked for Defendant at any time during the PAGA Period are “Aggrieved Employees” and shall release the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period as disclosed in Plaintiff’s Notification Letter to the Labor and Workforce Development Agency (“LWDA”) and any later amended PAGA letter in the PAGA Period and as alleged by Plaintiff or could have been alleged by Plaintiff under Labor Code § 2699.3 for claims during the PAGA Period as alleged in the FAC or that could have been based on the factual allegations in the FAC (“the PAGA Released Claims”).
- C. **Release by Plaintiff.** As a condition of receiving the Class Representative Enhancement Payment, and upon Defendant’s complete funding of the Maximum Settlement Amount, Plaintiff has agreed to release, individually and in addition to the Class Released Claims and PAGA Released Claims described above, all claims, whether known or unknown, without exception, against the Released Parties. The Parties understand and agree that Plaintiff is not, by way of this release, releasing any workers’ compensation claims, unemployment insurance claims, nor any other claims which cannot be released as a matter of law. This General Release includes, without limitation: (1) all claims for violation of any federal, state or local statute,

ordinance or regulation relating to employment benefits, leaves of absence, or discrimination, harassment, retaliation, or whistleblowing in employment, specifically including, without limitation, the California Fair Employment and Housing Act, the California Family Rights Act, Title VII of the Civil Rights Act of 1964, the Family and Medical Leave Act, the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, the Genetic Information Nondiscrimination Act, the Americans with Disabilities Act, and the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the Securities Act, the Immigration Reform and Control Act the Worker Adjustment and Retraining Notification Act of 1988, the California Worker Adjustment and Retraining Notification Act, the Uniformed Service Employment and Reemployment Rights Act, and any regulation of any administrative agency or governmental authority relating to employment benefits or discrimination or harassment or retaliation in employment; (2) all claims for failure to pay minimum or overtime wages, failure to timely pay wages, failure to provide accurate itemized wage statements, failure to maintain accurate records, failure to reimburse business expenses, failure to provide meal periods or rest breaks, failure to provide paid sick leave, failure to post notice of paydays and time and place of payment, and any claim for violations of the California Labor Code, California's Business and Professions Code § 17200 et seq., and the applicable California Industrial Welfare Commission Wage Order; (3) any non-statutory tort or contractual claim, including all claims for breach of oral, implied or written contract, breach of implied covenant of good faith and fair dealing, negligent or intentional infliction of emotional distress, and conversion; (4) all claims for wrongful termination of employment; (5) all claims for wages, penalties and/or benefits; and (6) all claims for attorneys' fees and costs, except for as provided for in this Settlement Agreement. Plaintiff's General Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time. Plaintiff acknowledges that he may discover facts or law different from, or in addition to, the facts or law that Plaintiff now know or believe to be true but agree, nonetheless, that Plaintiff's General Release shall be and remain effective in all respects, notwithstanding such different or additional facts or their discovery of them. Notwithstanding the foregoing, Plaintiff understands that this release includes unknown claims and that Plaintiff is, as a result, waiving all rights and benefits afforded by Section 1542 of the California Civil Code, which provides:

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.

Specifically excluded from Plaintiff's Released Claims are any claims that cannot be released as a matter of law, such as claims for workers' compensation benefits

or unemployment benefits. No workers' compensation claims are being resolved under this Settlement.

3. **Maximum Settlement Amount.** As consideration, Defendant agrees to pay a non-reversionary "Maximum Settlement Amount" of Two Hundred Fifty Thousand Dollars and Zero Cents (\$250,000.00) in full and complete settlement of the Action, as follows:

- A. The Parties have agreed to engage Phoenix Settlement Administrators as the "Settlement Administrator" to administer this Settlement.
- B. The Maximum Settlement Amount shall be deposited with the Settlement Administrator within thirty (30) calendar days of the Effective Date (which, for this purpose, shall be defined as the later of (1) date on which the Court enters an Order granting Final Approval of the Settlement Agreement or, (2) solely in the event that there are any objections to the Settlement Agreement (the filing of an objection being a prerequisite to the filing of an appeal), the later of: (i) the expiration of the time for which any appeal might be filed or (ii) the successful resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review.
- C. This is a non-reversionary settlement. The Maximum Settlement Amount includes:
 - (1) All payments (including interest) to the Settlement Class;
 - (2) All costs of the Settlement Administrator and settlement administration, which are anticipated to be no greater than Ten Thousand Dollars and Zero Cents (\$10,000.00);
 - (3) Up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) to Plaintiff for Plaintiff's Class Representative Enhancement Payment, in recognition of his contributions to the Action and his service to the Settlement Class. Even in the event that the Court reduces or does not approve the requested Class Representative Enhancement Payment, Plaintiff shall not have the right to revoke this Settlement Agreement, and it will remain binding;
 - (4) Up to one-third of the Maximum Settlement Amount in Class Counsel's attorneys' fees, plus actual costs and expenses incurred by Class Counsel related to the Action as supported by declaration, which are currently estimated to be no greater than Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00). In the event that the Court reduces or does not approve the requested Class Counsel attorneys' fees or costs, Class Counsel shall not have the right to revoke this Settlement Agreement, and it will remain binding; and
 - (5) Twenty Thousand Dollars and Zero Cents (\$20,000.00) of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. Per Labor Code § 2699(i), seventy-five percent (75%) of such

penalties, or Fifteen Thousand Dollars and Zero Cents (\$15,000.00) will be payable to the Labor & Workforce Development Agency (“LWDA”), and the remaining twenty-five percent (25%), or Five Thousand Dollars and Zero Cents (\$5,000.00), will be payable to PAGA Group members who worked during the PAGA Period, the as the “PAGA Amount,” which PAGA Amount will be distributed as described below.

- (6) Any difference between these requested amounts and the amounts approved by the Court will revert to the Net Settlement Amount for the benefit of the Settlement Class members who do not opt out.

D. **Escalator Clause.** The Maximum Settlement Amount is based on Defendant’s representations that there are approximately 6,168 workweeks during the Class Period, and 5,329 pay periods in the PAGA Period. If, at the time of preliminary approval, the number of workweeks has increased by 5% or more (i.e., if there are 6,476 or more workweeks), Plaintiff shall have the unilateral right to terminate the Settlement. Defendant can preempt Plaintiff’s termination of the Settlement by increasing the Maximum Settlement Amount on a proportional bases above the 5% threshold (e.g., if there is an 8% increase in the total workweeks and Plaintiff elects to terminate the Settlement, Defendant can preempt Plaintiff’s termination of the Settlement by increasing the Maximum Settlement Amount by 3%).

E. Defendant’s share of employer payroll taxes shall be paid by Defendant separately from, and in addition to, the Maximum Settlement Amount.

4. **Payments to the Settlement Class and PAGA Group.** PAGA Group members and Settlement Class members are not required to submit a claim form to receive a payment (“Individual Settlement Payment”) from the Settlement. Individual Settlement Payments will be determined and paid as follows:

A. The Settlement Administrator shall first deduct from the Maximum Settlement Amount the amounts approved by the Court for Class Counsel’s attorneys’ fees, Class Counsel’s costs and expenses, Plaintiff’s Class Representative Enhancement Payment, the Settlement Administrator’s fees and expenses for administration, and the total amount designated as PAGA civil penalties. The remaining amount shall be known as the “Net Settlement Amount.”

B. From the Net Settlement Amount, the Settlement Administrator will calculate each Settlement Class member’s Individual Settlement Payment based on the following formula:

- i. Payments to all participating Settlement Class members: The Net Settlement Amount will be distributed to all participating Settlement Class members based on each participating Settlement Class member’s proportionate Workweeks worked during the Class Period, and will be calculated by multiplying the Net Settlement Amount by a fraction, the numerator of which is the participating Settlement Class member’s number

of Workweeks worked during the Class Period, and the denominator of which is the total Workweeks worked by all participating Settlement Class members during the Class Period.

- ii. In addition to the Net Settlement Amount, the PAGA Amount will be allocated as follows: Each PAGA Group member who worked for Defendant during the PAGA Period (including those who submit a valid and timely Request for Exclusion from the class action settlement), shall receive a portion of the PAGA Amount proportionate to the number of pay periods worked during the PAGA Period, and which will be calculated by multiplying the PAGA Amount by a fraction, the numerator of which is the PAGA Group member's maximum number of pay periods worked during the PAGA Period, and the denominator of which is the total number of pay periods worked by all participating PAGA Group members (including those who submit a valid and timely Request for Exclusion from the class action settlement) during the PAGA Period.
- C. Within ten (10) calendar days following Defendant's deposit of the Maximum Settlement Amount with the Settlement Administrator, the Settlement Administrator will calculate Individual Settlement Payment amounts and provide the same to the Parties' counsel for review and approval. Within twenty-one (21) calendar days of receipt of the Maximum Settlement Amount, the Settlement Administrator will prepare and mail Individual Settlement Payments, less applicable taxes and withholdings, to participating PAGA Group members and Settlement Class members. The Settlement Administrator shall simultaneously pay the withholdings to the applicable authorities with the necessary reports, submitting copies to Defendant's counsel.
- D. For purposes of calculating applicable taxes and withholdings, each Individual Settlement Payment shall be allocated as follows: Any payment from the Net Settlement Amount shall be allocated as two-thirds ($2/3$) as penalties and interest; and one-third ($1/3$) as wages. Any payment from the PAGA Amount shall be allocated as 100% penalties. The Settlement Administrator will be responsible for issuing to participating Settlement Class members IRS Forms W-2 for amounts deemed "wages" and IRS Forms 1099 for the amounts allocated as penalties and interest. Notwithstanding the treatment of the payments to each Settlement Class member above, none of the payments called for by this Settlement Agreement, including the wage portion, are to be treated as earnings, wages, pay, or compensation for any purpose of any applicable benefit or retirement plan, unless required by such plans.
- E. Each member of the PAGA Group or Settlement Class who receives an Individual Settlement Payment must cash that check within 180 days from the date the Settlement Administrator mails it. Any funds payable to Settlement Class members whose checks are not cashed within 180 days after mailing shall be distributed to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement

Class member and PAGA Group member to whom the check was issued, until such time that they claim their property.

- F. Neither Plaintiff nor Defendant 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.

5. **Attorneys' Fees and Costs.** Defendant will not object to Class Counsel's request for a total award of attorneys' fees of one-third of the Maximum Settlement Amount, which is currently estimated to be Eighty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$83,333.33). Additionally, Class Counsel will request an award of actual costs and expenses as supported by declaration, in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) from the Maximum Settlement Amount. These amounts will cover any and all work performed and any and all costs incurred in connection with this litigation, including without limitation: all work performed and all costs incurred to date; and all work to be performed and costs to be incurred in connection with obtaining the Court's approval of this Settlement Agreement, including any objections raised and any appeals necessitated by those objections. Class Counsel will be issued an IRS Form 1099 by the Settlement Administrator when the Settlement Administrator pays the fee award allowed by the Court.

6. **Class Representative Enhancement Payment.** Defendant will not object to a request for a Class Representative Enhancement Payment of up to Seven Thousand Five Hundred Dollars and Zero Cents (\$7,500.00) for Plaintiff, for his time and risk in prosecuting this case, and his service to the Settlement Class. This award will be in addition to Plaintiff's respective Individual Settlement Payment as a Settlement Class member and shall be reported on an IRS Form 1099 issued by the Settlement Administrator. In the event that the Court reduces or does not approve the requested Enhancement Payment, Plaintiff shall not have the right to revoke this Settlement, and it will remain binding.

7. **Settlement Administrator.** Defendant will not object to the appointment of Phoenix Settlement Administrators as Settlement Administrator. Defendant will not object to Plaintiff's request to the Court to pay up to Ten Thousand Dollars and Zero Cents (\$10,000.00) for its services from the Maximum Settlement Amount. The Settlement Administrator shall be responsible for sending notices and for calculating Individual Settlement Payments and preparing all checks and mailings, calculating Defendant's share of taxes payable on the wages, and other duties as described in this Settlement Agreement. The Settlement Administrator shall be authorized to pay itself from the Maximum Settlement Amount by Class Counsel only after Individual Settlement Payments have been mailed to all participating Settlement Class members. The Settlement Administrator shall also be responsible for posting the Final Judgment to its website.

8. **Preliminary Approval.** Within a reasonable time after execution of this Settlement Agreement by the Parties, Plaintiff shall apply to the Court for the entry of an Order:

- A. Conditionally certifying the Settlement Class for purposes of this Settlement Agreement;

- B. Appointing Paul K. Haines, Sean M. Blakely, and Alexandra R. McIntosh of Haines Law Group, APC as Class Counsel;
- C. Appointing Plaintiff Osmin Calderon as Class Representative for the Settlement Class;
- D. Approving Phoenix Settlement Administrators as Settlement Administrator;
- E. Preliminarily approving this Settlement Agreement and its terms as fair, reasonable, and adequate;
- F. Approving the form and content of the Notice Packet (which is comprised of the Class Notice and Notice of Estimated Settlement Payment, drafts of which are attached hereto as **Exhibits A** and **B**, respectively), and directing the mailing of same in English and Spanish; and
- G. Scheduling a Final Approval hearing.

At least seven (7) calendar days prior to the filing of the motion for preliminary approval, Plaintiff will provide drafts of the motion to Defendant's counsel for review and comment.

9. **Notice to Settlement Class.** Following preliminary approval, the Settlement Class shall be notified as follows:

- A. Within ten (10) business days after entry of an order preliminarily approving this Settlement, Defendant will provide the Settlement Administrator with the names, last known addresses, phone numbers, Social Security numbers, the dates of employment, of each PAGA Group member and Settlement Class member, the number of workweeks worked by each Settlement Class member while employed during the Class Period, and the number of pay periods worked by each PAGA Group during the PAGA Period (the "Class Data"). The Class Data shall be provided to the Settlement Administrator in an electronic format satisfactory to the Settlement Administrator.
- B. Within ten (10) business days from receipt of this information, the Settlement Administrator shall (i) run the names of all Settlement Class and PAGA Group members through the National Change of Address ("NCOA") database to determine any updated addresses for Settlement Class and PAGA Group members; (ii) update the address of any Settlement Class and PAGA Group member for whom an updated address was found through the NCOA search; (iii) calculate the estimated Individual Settlement Payment for each Settlement Class and PAGA Group member; and (iv) mail the applicable Notice Packet to each Settlement Class and PAGA Group member at his or her last known address or at the updated address found through the NCOA search, and retain proof of mailing.
- C. Requests for Exclusion. Any Settlement Class member who wishes to opt out of the Settlement must complete and mail a Request for Exclusion (defined below) to

the Settlement Administrator within sixty (60) calendar days of the date of the initial mailing of the Notice Packets (the “Response Deadline”).

- i. The Notice Packet sent to Settlement Class Members shall state that Settlement Class members who wish to exclude themselves from the Settlement must submit a Request for Exclusion by the Response Deadline. The Request for Exclusion must: (1) contain the name, address, telephone number, and the last four digits of the Social Security number of the Settlement Class member; (2) contain a statement that the Settlement Class member wishes to be excluded from the Settlement; (3) be signed by the Settlement Class member; and (4) be postmarked by the Response Deadline and mailed to the Settlement Administrator at the address specified in the Class Notice. If the Request for Exclusion does not contain the information listed in (1)-(3), it will not be deemed valid for exclusion from the Settlement, except a Request for Exclusion not containing a Settlement Class member’s telephone number and/or last four digits of the Social Security number will be deemed valid. The date of the postmark on the Request for Exclusion shall be the exclusive means used to determine whether a Request for Exclusion has been timely submitted. Any Settlement Class member who requests to be excluded from the Settlement Class will not be entitled to any recovery under this Settlement Agreement and will not be bound by the terms of the Settlement or have any right to object, appeal or comment thereon. Notwithstanding the foregoing, the PAGA settlement and release provisions will apply to all Settlement Class and PAGA Group members whether or not they exclude themselves from the class action settlement. Settlement Class members who were employed by Defendant at any time during the PAGA Period and submit a valid and timely Request for Exclusion shall still be entitled to their portion of the PAGA Amount described above, and will release all PAGA Released Claims, whether they submit a valid and timely Request for Exclusion or not.
 - ii. Defendant may, in its sole discretion, void this Settlement Agreement if 7% or more of the Settlement Class members submit a timely Request for Exclusion. Defendant must exercise this right of rescission, in writing to Class Counsel, within thirty (30) calendar days after the Response Deadline. If the option to nullify is exercised, Defendant shall pay the Settlement Administration costs incurred through the date of nullification.
- D. Objections. Members of the Settlement Class who do not request exclusion may object to this Settlement Agreement as explained in the Class Notice by filing a written objection with the Settlement Administrator (who shall serve all objections as received on Class Counsel and Defendant’s counsel, as well as file all such objections with the Court). Defendant’s counsel and Class Counsel shall file any responses to objections no later than the deadline to file the Motion for Final Approval, unless the objections are filed within ten (10) days of the Motion for Final Approval filing deadline, in which case Defendant’s counsel and Class Counsel shall have ten (10) days to file a response to the objections. To be valid, any written objection should: (1) contain the objecting Settlement Class member’s

full name and current address, as well as contact information for any attorney representing the objecting Settlement Class member for purposes of the objection; (2) include all objections and the factual and legal bases for same; (3) include any and all supporting papers, briefs, written evidence, declarations, and/or other evidence; and (4) be postmarked no later than the Response Deadline. Members of the Settlement Class who do not request exclusion may also object to the Settlement by appearing at the Final Approval Hearing and orally objecting to the Settlement. Members of the Settlement class who request exclusion *may not* object to the Settlement.

- E. Notice of Estimated Settlement Payment / Disputes. Each Notice Packet mailed to a Settlement Class or PAGA Group member shall disclose the amount of the Settlement Class member's estimated Individual Settlement Payment as well as all of the information that was used from Defendant's records in order to calculate the Individual Settlement Payment. Settlement Class members will have the opportunity, should they disagree with Defendant's records regarding the information stated in the Notice of Estimated Settlement Payment, to provide documentation and/or an explanation to show contrary information. Any such dispute, including any supporting documentation, must be mailed to the Settlement Administrator and postmarked by the Response Deadline. If there is a dispute, the Settlement Administrator will consult with the Defendant's counsel to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Settlement Agreement. The Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Settlement Class member and the Parties.
- F. Any Notice Packets returned to the Settlement Administrator as non-delivered on or before the Response Deadline shall be re-mailed to the forwarding address affixed thereto. If no forwarding address is provided, the Settlement Administrator shall make reasonable efforts, including utilizing a "skip trace," to obtain an updated mailing address within five (5) business days of receiving the returned Notice Packet. If an updated mailing address is identified, the Settlement Administrator shall resend the Notice Packet to the Settlement Class member immediately, and in any event within five (5) business days of obtaining the updated address. The address identified by the Settlement Administrator as the current mailing address shall be presumed to be the best mailing address for each Settlement Class member. Settlement Class members to whom Notice Packets are re-mailed after having been returned as undeliverable to the Settlement Administrator shall have fourteen (14) calendar days from the date of re-mailing, or until the Response Deadline has expired, whichever is later, to submit a Request for Exclusion, Objection, or dispute. Notice Packets that are re-mailed shall inform the recipient of this adjusted deadline. If a Settlement Class member's Notice Packet is returned to the Settlement Administrator more than once as non-deliverable, then an additional Notice Packet shall not be mailed. Nothing else shall be required of, or done by, the Parties, Class Counsel, or Defendant's Counsel to provide notice of the proposed settlement.

10. **Final Approval.** Following preliminary approval and the close of the period for filing requests for exclusion, objections, or disputes under this Settlement Agreement, Plaintiff shall apply to the Court for entry of an Order:

- A. Granting final approval of the Settlement, adjudging the terms thereof to be fair, adequate, and reasonable, and directing consummation of its terms and provisions;
- B. Approving Plaintiff's and Class Counsel's request for attorneys' fees and reimbursement of costs, Class Representative Enhancement Payment, and settlement administration costs; and
- C. Entering Final Judgment pursuant to California Rule of Court 3.769. Said Judgment shall be posted on the Settlement Administrator's website.

At least seven (7) calendar days prior to the filing of the motion for final approval, Plaintiff will provide drafts of the motion to Defendant's counsel for review and comment.

11. **Non-Admission of Liability.** Nothing in this Settlement Agreement shall operate or be construed as an admission of any liability or that class certification is appropriate in any context other than this Settlement. Each of the Parties has entered into this Settlement Agreement to avoid the burden and expense of further litigation. Pursuant to Federal Evidence Code Section 408 and California Evidence Code Section 1152, this Settlement Agreement is inadmissible in any proceeding, except a proceeding to approve, interpret, or enforce this Settlement Agreement. If Final Approval does not occur, the Parties agree that this Settlement Agreement is void, but remains protected by Federal Evidence Code Section 408 and the California Evidence Code Section 1152.

12. **Non-disclosure and Non-publication.** Plaintiff and Class Counsel agree not to disclose or publicize the Settlement Agreement contemplated herein, the fact of the Settlement Agreement, its terms or contents, or the negotiations underlying the Settlement Agreement, in any manner or form, directly or indirectly, to any person or entity, except to Settlement Class members and as shall be contractually required to effectuate the terms of the Settlement Agreement as set forth herein. However, for the limited purpose of allowing Class Counsel to prove adequacy as class counsel in other Lawsuits, Class Counsel may disclose the names of the Parties in this Action, the venue/case number of this Action, and a general description of the Action, to a court in a declaration by Class Counsel.

13. **Waiver and Amendment.** The Parties may not waive, amend, or modify any provision of this Settlement Agreement 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 Agreement will not constitute a waiver of any other provision.

14. **Notices.** All notices, demands, and other communications to be provided concerning this Settlement Agreement shall be in writing and delivered by receipted delivery and by e-mail at the addresses set forth below, or such other addresses as either Party may designate in writing from time to time:

if to Defendant: Hannah Sweiss of Fisher & Phillips LLP, 444 South Flower Street, Suite 1500, Los Angeles, California 90071; hsweiss@fisherphillips.com.

if to Plaintiff: Paul K. Haines, Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, California 90245; phaines@haineslawgroup.com.

15. **Cooperation.** The Parties agree to work cooperatively, diligently, and in good faith to ensure that all documents necessary to effectuate this Settlement are properly and timely filed.

16. **Entire Agreement.** This Settlement Agreement contains the entire agreement between the Parties with respect to the Action contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts, and writings prior to the date hereof relating to the subject matters hereof. Further, all terms of this Agreement and the exhibits hereto shall be governed by and interpreted according to the laws of the State of California.

17. **Counterparts.** This Settlement Agreement 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.

18. **Enforcement Action.** Consistent with the class action procedure, the Parties agree that the Los Angeles County Superior Court shall have jurisdiction to enforce this Settlement pursuant to California Code of Civil Procedure section 664.6, and California Rule of Court 3.769. In the event that one or more of the Parties institutes any legal action or other proceeding against any other Party or Parties to enforce the provisions of this Settlement or to declare rights and/or obligations under this Settlement, the successful Party or Parties will be entitled to recover from the unsuccessful Party or Parties reasonable attorneys' fees and costs, including expert witness fees incurred in connection with any enforcement actions.

DATED: February 7, 2024

DEFENDANT DYNAMO AVIATION, INC.

By: 
Title: President

DATED: 3-Feb-2024, 2024

PLAINTIFF OSMIN CALDERON

By: 
Osmin Calderon (Feb 3, 2024 17:21 PST)
Plaintiff and Settlement Class Representative

APPROVED AS TO FORM:

DATED: February 7, 2024

FISHER & PHILLIPS, LLP

By: 

Todd B. Scherwin
Hannah Sweiss
Attorneys for Defendant

DATED: 5-Feb, 2024

HAINES LAW GROUP, APC

By: 

Paul K. Haines
Sean M. Blakely
Attorneys for Plaintiff

EXHIBIT 1

SUPERIOR COURT OF THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

OSMIN CALDERON, as an individual and on behalf
of all others similarly situated,

Plaintiff,

vs.

DYNAMO AVIATION, INC., a California
corporation; ADP TOTALSOURCE, INC., a Florida
corporation; and DOES 1 through 100,

Defendants.

Case No. 21STCV17630

NOTICE OF CLASS ACTION SETTLEMENT

To: All former non-exempt employees who worked for Defendant Dynamo Aviation, Inc., in California at any time from November 2, 2018 through March 16, 2023 and who did not sign an arbitration agreement. Collectively, these employees will be referred to as “Settlement Class members.”

**PLEASE READ THIS NOTICE CAREFULLY
YOUR LEGAL RIGHTS MAY BE AFFECTED WHETHER YOU ACT OR NOT
THIS NOTICE IS BEING SENT IN ENGLISH AND SPANISH**

Why should you read this notice?

The Court has granted preliminary approval of a proposed class action settlement (the “Settlement”) in *Osmín Calderon v. Dynamo Aviation, Inc., et al.*, Los Angeles County Superior Court, Case No. 21STCV17630 (the “Lawsuit”). Your rights may be affected by the Settlement, and it is important that you read this notice carefully.

You may be entitled to money from this Settlement. Defendant Dynamo Aviation, Inc.’s (“Dynamo”) records show that you were employed as a non-exempt employee who worked for Dynamo in California at any time from November 2, 2018 through March 16, 2023 (the “Class Period”). The Court ordered that this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the Settlement, to describe your rights in connection with the Settlement, and to explain what steps you may take to participate in, object to, or exclude yourself from the Settlement. If you do not exclude yourself from the Settlement and the Court finally approves the Settlement, you will be bound by the terms of the Settlement and any final judgment.

What is this case about?

Plaintiff Osmín Calderon (“Plaintiff”) filed this lawsuit against Dynamo, asserting claims on behalf of all Settlement Class members. Plaintiff is known as the “Class Representative,” and his attorneys, who also represent the interests of all Settlement Class members, are known as “Class Counsel.”

In the Lawsuit, Plaintiff alleges that Dynamo: (1) failed to pay all minimum wages; (2) failed to pay all overtime wages; (3) failed to provide all legally required meal periods; (4) failed to authorize and permit all legally required rest periods; (5) failed to timely pay all wages; (6) failed to issue accurate and itemized wage statements; (7) failed to reimburse employees for necessary business expenditures; (8) engaged in unfair, unlawful business practices; and (8) is liable for civil penalties under the Private Attorneys General Act (Labor Code § 2698 *et seq.*) (“PAGA”).

Dynamo denies that it has done anything wrong. Dynamo denies that it owes Settlement Class members any wages, restitution, penalties, or other damages or amounts. Accordingly, the Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Dynamo, who expressly denies all liability.

The Court has not ruled on the merits of Plaintiff’s claims or determined that Dynamo has committed any violations of the Labor Code as alleged in this Lawsuit. However, to avoid additional expense, inconvenience, and interference with business operations, the parties concluded that it is in the best interests of Settlement Class members to settle the Lawsuit on the terms summarized in this Notice. Dynamo provided relevant information to Class Counsel and the Settlement was reached after mediation conducted by an experienced mediator and arm’s-length negotiations between the parties.

The Class Representative and Class Counsel support the Settlement. Among the reasons for support are the defenses to liability potentially available to Dynamo, the risk of denial of class certification, the inherent risks of trial on the merits, and the delays and uncertainties associated with ongoing litigation.

If you are still employed by Dynamo, your decision about whether to participate in the Settlement will not affect your employment. California law and Dynamo’s policy strictly prohibit unlawful retaliation. Dynamo will not take any adverse employment action against or otherwise target, retaliate, or discriminate against any Settlement Class member because of his/her decision to either participate or not participate in the Settlement.

Who are the Attorneys?

Attorneys for Plaintiff / Settlement Class members: HAINES LAW GROUP, APC Paul K. Haines phaines@haineslawgroup.com Sean M. Blakely sblakely@haineslawgroup.com Alexandra R. McIntosh amcintosh@haineslawgroup.com 2155 Campus Drive, Suite 180 El Segundo, California 90245 Tel: (424) 292-2350 Fax: (424) 292-2355 haineslawgroup.com	
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What are the terms of the Settlement?

On <<PRELIM APPROVAL DATE>>, the Court preliminarily certified a class – for settlement purposes only – of all former non-exempt employees who worked for Defendant Dynamo Aviation, Inc., in California at any time from November 2, 2018 through March 16, 2023 (the “Class Period”), and who did not sign an arbitration agreement. Settlement Class members who do not submit a valid and timely Request for Exclusion from the Settlement pursuant to the procedures set forth in this Notice will be bound by the Settlement and will release their claims against Dynamo as described below in the “Release” section.

Dynamo has agreed to pay \$250,000.00 (the “Maximum Settlement Amount”) to fully resolve all claims in the Lawsuit, including payments to Settlement Class members, attorneys’ fees and expenses, settlement administration costs, the class representative Enhancement Payment, and the amount designated as PAGA civil penalties.

The Maximum Settlement Amount will be paid within 30 days of the effective date, which is the later of (1) date on which the Court enters an Order granting Final Approval of the Settlement Agreement or, (2) solely in the event that there are any objections to the Settlement Agreement (the filing of an objection being a prerequisite to the filing of an appeal), the later of: (i) the expiration of the time for which any appeal might be filed or (ii) the successful resolution of any appeal(s) – including expiration of any time to seek reconsideration or further review (“Effective Date”).

The following deductions from the Maximum Settlement Amount will be requested by the parties:

Settlement Administration Costs. The Court has approved Phoenix Settlement Administrators to act as the “Settlement Administrator,” who is sending this Notice to you and who will perform many other duties relating to the Settlement. The Court has approved setting aside up to \$10,000.00 from the Maximum Settlement Amount to pay the Settlement administration costs.

Attorneys’ Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Settlement Class members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys’ fees, which will be paid from the Maximum Settlement Amount. Settlement Class members are not personally responsible for any of Class Counsel’s attorneys’ fees or expenses. Class Counsel will ask for fees of up to one-third of the Maximum Settlement Amount (which is currently estimated to be \$83,333.33) as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through Settlement finalization. Class Counsel also will ask for reimbursement of up to \$35,000.00 for verified costs which were incurred by Class Counsel in connection with the Lawsuit.

Class Representative Enhancement Payment. Class Counsel will ask the Court to award \$7,500.00 to Plaintiff, as the Class Representative Enhancement Payment. These payments are meant to compensate Plaintiff for his service and extra work provided on behalf of the Settlement Class members.

PAGA Civil Penalties. The parties have agreed to allocate \$20,000.00 of the Maximum Settlement Amount as PAGA civil penalties. Per Labor Code Section 2699(i), 75% of such penalties (\$15,000.00) will be payable to the Labor & Workforce Development Agency (“LWDA”) for its share of PAGA penalties, and the remaining 25% (\$5,000.00) will be payable to the PAGA Group as the “PAGA Amount.”

Calculation of Settlement Class Members’ Individual Settlement Payments. After deducting the Court-approved amounts above, the balance of the Maximum Settlement Amount will form the Net Settlement Amount, which will be distributed to all Settlement Class members who do not submit a valid and timely Request for Exclusion (described below). The Net Settlement Amount will be divided as follows:

- (i) Payments to all participating Settlement Class members: The Net Settlement Amount will be distributed to all participating Settlement Class members in proportion to the number of workweeks that he or she worked during the Class Period in relation to the total number of workweeks worked by all Settlement Class members.
- (ii) Payment from PAGA Amount: \$20,000.00 of the Maximum Settlement Amount has been set aside by the Parties as PAGA civil penalties. As described above, 75% of such penalties (\$15,000.00) will be payable to the LWDA for its share of PAGA civil penalties, and the remaining (\$5,000.00) will be designated as the “PAGA Amount” and distributed to all PAGA Group members who were employed by Dynamo (including those that opt out of the class settlement) at any time from January 8, 2020 through March 16, 2023 (“PAGA Period”) based on the proportionate number of workweeks that he or she worked during the PAGA Period.

Individual Settlement Payments to Settlement Class Members. If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class members who did not opt out of the settlement. PAGA Group members may not opt-out of the release of PAGA claims (as described in the “Release” paragraph on page 4) and will thus receive payment for their share of the PAGA Amount even if they opt out of the Settlement and do not receive a class portion of their Individual Settlement Payments.

Allocation and Taxes. For tax purposes, each Individual Settlement Payment from the Net Settlement Amount will be allocated as one-third (1/3) wages, and two-thirds (2/3) as interest and penalties. Any payment from the PAGA Amount will be classified as 100% penalties. The Settlement Administrator will be responsible for issuing to Settlement Class members an IRS Form W-2 (for amounts paid as wages) and an IRS Form 1099 (for amounts paid as penalties and interest). Settlement Class members are responsible for the proper income tax treatment of the Individual Settlement Payments. The Settlement Administrator, Dynamo and its counsel, and Class Counsel cannot provide tax advice. Accordingly, Settlement Class members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release by Settlement Class members. Upon the Effective Date and upon the complete funding of the Maximum Settlement Amount, Plaintiff and every Settlement Class member (except those who opt out of the non-PAGA claims) will fully release and discharge Dynamo and all of its past and present officers, directors, shareholders, employees, agents, principals, heirs, representatives, accountants, auditors, consultants, and their respective successors and predecessors in interest, subsidiaries, affiliates, parents, and attorneys (collectively the “Released Parties”) from all claims, demands, rights, liabilities, and causes of action that were pled in the operative First Amended Class Action Complaint (“FAC”), or which could have been pled in the FAC based on the factual allegations therein, that arose during the Class Period, including claims for: (a) failure to pay all minimum wages; (b) failure to pay all overtime wages; (c) failure to provide meal periods as required by law; (d) failure to authorize rest periods as required by law; (e) failure to pay employees all wages owed at the time of their separation from employment; (f) failure to provide accurate, itemized wage statements; (g) failure to reimburse employees for necessary business expenditures; (h) failure to permit inspection of personnel and payroll records; and (i) all claims for unfair business practices that could have been premised on the facts, claims, causes of action or legal theories described above (collectively, the “Class Released Claims”). The period of the Class Released Claims shall extend to the limits of the Class Period.

In addition, Plaintiff and all PAGA Group members, regardless if they opt-out, shall release the Released Parties from all claims for civil penalties under PAGA arising during the PAGA Period as disclosed in Plaintiff’s Notification Letter to the Labor and Workforce Development Agency (“LWDA”) and any later amended PAGA letter in the PAGA Period and as alleged by Plaintiff or could have been alleged by Plaintiff under Labor Code § 2699.3 for claims during the PAGA Period as alleged in the FAC or that could have been based on the factual allegations in the FAC (“Released PAGA Claims”).

Conditions of Settlement. The Settlement is conditioned upon the Court entering an order at or following the Final Approval Hearing finally approving the Settlement as fair, reasonable, adequate, and in the best interests of the Settlement Class, and the entry of a Judgment.

If the Court grants Final Approval, the Court will issue a final judgment which shall be posted on the Settlement Administrator’s website (<http://www.phoenixclassaction.com>).

How can I claim money from the Settlement?

Do Nothing. If you do nothing, you will be entitled to your Individual Settlement Payment which has been calculated for you based on the formula set forth above, and as stated in the accompanying Notice of Estimated Settlement Payment. You also will be bound by the Settlement, including the release of claims stated above.

Each participating Settlement Class member who receives a Settlement Payment must cash that check within 180 calendar days from the date the Settlement Administrator mails it. Any funds payable to participating Settlement Class members whose checks are not cashed within 180 calendar days after mailing will be distributed by the Settlement Administrator to the Controller of the State of California to be held pursuant to the Unclaimed Property Law, California Civil Code § 1500 *et seq.*, in the name of the Settlement Class member to whom the check was issued, until such time that they claim their property.

What other options do I have?

Dispute Information in Notice of Estimated Settlement Payment. Your settlement payment is based on the proportionate number of workweeks you worked during the Class Period, as well as your eligibility to receive a share of the PAGA Amount. The information contained in Dynamo’s records regarding this information, along with your estimated Individual Settlement Payment, is listed on the accompanying Notice of Estimated Settlement Payment. If you disagree with the information in your Notice of Estimated Settlement Payment, you may submit a dispute, along with any supporting documentation, in accordance with the procedures stated in the Notice of Estimated Settlement Payment. Any disputes, along with supporting documentation, must be postmarked no later than **<<RESPONSE DEADLINE>>**. **DO NOT SEND ORIGINALS; DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED.**

The Parties and the Settlement Administrator will evaluate the evidence submitted and discuss in good faith how to resolve any disputes submitted by Settlement Class members. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Individual Settlement Payments under the terms of this Agreement. The

Settlement Administrator's determination of the eligibility for and amount of any Individual Settlement Payment shall be binding upon the Settlement Class member and the Parties.

Exclude Yourself from the Settlement. If you **do not** wish to take part in the class action Settlement, you may exclude yourself by sending to the Settlement Administrator a written Request for Exclusion no later than **<<RESPONSE DEADLINE>>**, with your name, address, telephone number, a statement that you wish to be excluded from the class action settlement, your signature, and the last four digits of your social security number.

A Request for Exclusion must be sent directly to the Settlement Administrator at **<<ADMINISTRATOR CONTACT INFO>>**. Any person who submits a timely Request for Exclusion from the Settlement shall, upon receipt by the Settlement Administrator, no longer be a Settlement Class member, and shall be barred from participating in any portion of the class action settlement. However, PAGA Group members who were employed by Dynamo at any time during the PAGA Period shall receive their portion of the PAGA Amount described above. **Do not submit both a Dispute and a Request for Exclusion Form.** If you do, the Request for Exclusion will be invalid, you will be included in the Settlement Class, and you will be bound by the terms of the Settlement.

Objecting to the Settlement. You also have the right to object to the terms of the Settlement. However, if the Court rejects your objection, you will still be bound by the terms of the Settlement. If you wish to object to the Settlement, or any portion of it, you may mail a written objection to the Settlement Administrator at **<<INSERT ADMINISTRATOR CONTACT INFO>>**. All objections and correspondence must be sent directly to the Settlement Administrator, please do not send objections or correspondence to the Court. Your written objection should include your name, address, as well as contact information for any attorney representing you regarding your objection, the case name and number, each specific reason in support of your objection, and any legal or factual support for each objection together with any supporting papers, briefs, written evidence, declarations, and/or other evidence in support of your objection. Objections should be in writing and must be postmarked on or before **<<RESPONSE DEADLINE>>**. **Do not submit both an Objection and a Request for Exclusion Form.** If you do, the Objection will be invalid, you will be excluded from the Settlement Class.

You may also appear at the Final Approval Hearing scheduled for **<<FINAL APPROVAL HEARING DATE/TIME>>** in Department 55 of the Los Angeles County Superior Court, located at 111 N. Hill Street, Los Angeles, California 90012. You have the right to appear either in person or through your own attorney at this hearing. All objections or other correspondence must state the name and number of the case, which is *Osmin Calderon v. Dynamo Aviation, Inc., et al.*, Los Angeles County Superior Court, Case No. 21STCV17630.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as Settlement Class members who do not object.

What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement on **<<FINAL APPROVAL HEARING DATE/TIME>>**, in Department 55 of the Los Angeles County Superior Court, located at 111 N. Hill Street, Los Angeles, California 90012. The location, date, and time of the Final Approval Hearing may be moved without further notice to you. You may contact Class Counsel using the contact information provided above to confirm the address and time of the hearing. At the Final Approval Hearing, the Court will also be asked to rule on Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses, the Enhancement Payment to the Class Representative, the Settlement Administrator's costs, and the amount related to the PAGA civil penalties. **You are not required to attend the Final Approval Hearing, although any Settlement Class member is welcome to attend the hearing.**

How can I get additional information?

This Notice is only a summary of the Action and the Settlement. For more information, you may inspect the Court's files and the Settlement Agreement at the Office of the Clerk of the Los Angeles County Superior Court, located at 111 N. Hill Street, Los Angeles, California 90012, during regular court hours. You may also contact Class Counsel using the contact information listed above for more information.

**PLEASE DO NOT CALL OR WRITE THE COURT, DYNAMO OR IT'S ATTORNEYS FOR INFORMATION
ABOUT THIS SETTLEMENT OR THE SETTLEMENT PROCESS.**

REMINDER AS TO TIME LIMITS

The deadline for submitting any Disputes, Requests for Exclusion, or Objections is <<**RESPONSE DEADLINE**>>. These deadlines will be strictly enforced.

EXHIBIT 2

NOTICE OF ESTIMATED SETTLEMENT PAYMENT

Osmin Calderon v. Dynamo Aviation, Inc. et al.
Los Angeles County Superior Court Case No. 21STCV17630

Please complete, sign, date and return this Form to <<ADMINISTRATOR CONTACT INFO>> **ONLY IF** (1) your personal contact information has changed, and/or (2) you wish to dispute any of the items listed in Section (III), below. It is your responsibility to keep a current address on file with the Settlement Administrator.

(I) Please type or print your name:

(First, Middle, Last)

(II) Please type or print the following identifying information if your contact information has changed:

Former Names (if any)

New Street Address

City

State

Zip Code

(III) Information Used to Calculate Your Individual Settlement Payment:

According to the records of Defendant Dynamo Aviation, Inc. ("Dynamo"):

- (a) You worked for Dynamo in California from _____ to _____;
- (b) You worked _____ workweeks for Dynamo in California from November 2, 2018 through March 16, 2023; and
- (c) You worked _____ workweeks for Dynamo in California from January 8, 2020 through March 16, 2023.

Based on the above, your Individual Settlement Payment is estimated to be \$_____.

(IV) If you disagree with items (a)-(c) in Section (III) above, please explain why in the space provided below and include copies of any supporting evidence or documentation with this form:

If you dispute the above information from Dynamo's records, those records will control unless you are able to provide documentation that establishes that Dynamo's records are mistaken. If there is a dispute about whether Dynamo's information or yours is accurate, the Settlement Administrator will consult with the Parties to determine whether an adjustment is warranted. The Settlement Administrator shall determine the eligibility for, and the amounts of, any Settlement Payments.

**ANY DISPUTES, ALONG WITH ANY SUPPORTING DOCUMENTATION, MUST BE POSTMARKED
NO LATER THAN <<RESPONSE DEADLINE>>.**

Signature: _____

Date: _____

EXHIBIT B



January 8, 2021

jace.kim@dominguezfirm.com

VIA ELECTRONIC FILING

Attn: PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612
(510) 622-3273

RE: Calderon, Osmin v Dynamo Aviation Inc.

RE: PRIVATE ATTORNEY GENERAL ACT

To Whom It May Concern:

Please be informed that DYNAMO AVIATION, INC., located at 16760 Schoenborn Street, North Hills CA 9134,3 has committed and/or caused to be committed Labor Code violations against our client, OSMIN CALDERON as well as other employees working at DYNAMO AVIATION, INC. within the past four years.

Our client worked as a Stock Clerk for DYNAMO AVIATION, INC., beginning approximately May 25, 2014, and is a full-time, non-exempt employee. Further, DYNAMO AVIATION, INC. wrongfully withheld wages, failed to pay wages when due, failed to provide rest and meal periods, and failed to provide accurate itemized wage statements, as follows:

DYNAMO AVIATION, INC. violated Labor Code §§ 512 and 226.7 because it failed to provide our clients and other similarly situated employees the requisite 30-minute, uninterrupted meal periods for every five (5) hours of work throughout their employment, and our client did not validly waive said meal periods. DYNAMO AVIATION, INC. failed to affirmatively advise our client and other similarly situated employees of the right to take statutory meal periods ever five hours worked. DYNAMO AVIATION, INC. did not pay to our client one additional hour of pay at our client's regular rate of compensation for each workday that one or more statutory meal periods was not provided.

DYNAMO AVIATION, INC. violated Labor Code § 226.7 because it failed to provide our client and other similarly situated employees 10-minute rest periods for every four hours of work, or majority portion thereof, throughout their employment. DYNAMO AVIATION, INC. failed to affirmatively advise our client and other similarly situated employees of the right to take statutory rest periods ever four hours worked. DYNAMO AVIATION, INC. did not pay to our client one additional hour of pay at our client's regular rate of compensation for each workday that one or more statutory rest periods was not provided.

DYNAMO AVIATION, INC. violated Labor Code §§ 226(a)(1), (2), (5) and (9), and 1174 because it failed to provide our client and other similarly situated employees with itemized wage and hour statements that fully or accurately stated the (1) gross wages earned, (2) total hours worked by the employee, (5) net wages earned, and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Our client's paystubs failed to include all wages owed, rendering both the stated gross and net wages false and inaccurate.

Each of the aforementioned violations is among the enumerated serious violations set forth in Labor Code § 2699.5, for which there is no statutory right to cure.

Please take notice that, based upon the above-mentioned violations, and in addition to the penalties provided by those specific sections themselves, Plaintiff also intends to seek penalties under the following Labor Code sections which themselves are inviolable but provide for recovery of penalties for violating one or more of the above-mentioned Labor Code sections: Labor Code §§ 558, 226.3.

Should your agency chose not to pursue this matter, this law office intends to vigorously prosecute the aforementioned Labor Code violations on its behalf, and vindicate the rights of all employees who have been subjected to these same Labor Code violations by DYNAMO AVIATION, INC..

Very truly yours,

Sincerely,

THE DOMINGUEZ FIRM, LLP



Jace H. Kim
Attorney at Law

Enclosures:

JHK/kg