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himself and all others similarly situated
[Additional counsel on next page]

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JORGE GONZALEZ TREJO, DANNY
LOPEZ, and LEWIS RENTERIA, on behalf
of themselves and all others similarly
situated,

Plaintiffs,

vs.

MENZIES AVIATION (USA) INC., a
Delaware corporation; AIRCRAFT SERVICE
INTERNATIONAL, INC., a Delaware
corporation; AIR MENZIES
INTERNATIONAL (USA), INC., a
corporation; and DOES 1 through 100,
inclusive

Defendants.

CASE NO. 23STCV15453
Consolidated with Case No. 21STCV26797

[Assigned for all purposes to the
Hon. William F. Highberger, Dept. SS-10]

**DECLARATION OF MATTHEW J.
MATERN IN SUPPORT OF PLAINTIFFS’
MOTION FOR PRELIMINARY
APPROVAL OF CLASS ACTION AND
PAGA SETTLEMENT**

Date: June 23, 2026
Time: 10:30 a.m.
Dept.: SS-10

Complaint Filed: June 30, 2023
Trial Date: None Set

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14 on behalf of themselves and all others similarly situated
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1 **DECLARATION OF MATTHEW J. MATERN**

2 I, MATTHEW J. MATERN, declare as follows:

3 1. I am an attorney duly licensed to practice law in the State of California. I am the
4 principal of Matern Law Group, PC (“MLG”), counsel of record for Plaintiffs Danny Lopez and Lewis
5 Renteria in the above-entitled action.

6 2. This declaration is based on my personal firsthand knowledge, unless another source of
7 information or belief clearly appears from the context, and as to all such matters I believe them to be
8 true. If called as a witness, I could and would readily and competently testify to all matters stated in
9 this declaration.

10 3. I submit this declaration in support of Plaintiffs’ Motion for Preliminary Approval
11 of Class Action and PAGA Settlement (“Motion”).

12 4. This Motion seeks approval of a proposed global settlement of three wage and
13 hour putative class and/or representative actions against Defendants Aircraft Service International, Inc.
14 (“ASI”), Menzies Aviation (USA) Inc. (“Menzies”), and Air Menzies International (USA) Inc.
15 (“AMI”) (collectively, “Defendants”): (i) *Danny Lopez v. Aircraft Service International, Inc., et al.*,
16 Los Angeles Superior Court Case No. 21STCV26797); (ii) *Jorge Gonzalez Trejo, et al. v. Menzies*
17 *Aviation (USA) Inc., et al.*, Los Angeles Superior Court Case No. 23STCV15453); and (iii) *Lewis*
18 *Renteria v. Aircraft Service International, Inc., et al.*, San Diego Superior Court Case No.
19 25CU019342C. (The three cases will be collectively referred to as the “Action.”)

20 **The Parties**

21 5. Menzies, which owns ASI and AMI, provides commercial aviation services,
22 including ground handling, fueling, cargo, passenger, and ancillary services. Defendants employ
23 non-exempt workers at airports throughout California including, including Los Angeles International
24 Airport (LAX), San Francisco International Airport (SFO), San Diego International Airport (SAN),
25 John Wayne Airport, Santa Ana (SNA), Ontario International Airport (ONT), Burbank Airport
26 (BUR), and Long Beach Airport (LGB). In California, ASI primarily provides fueling services for
27 commercial aircrafts and cargo services for UPS. In California, Menzies provides ground handling
28 services, cabin cleaning services and passenger services at LAX only. AMI provides freight-

forwarding services at airports in California, acting as an intermediary between companies making shipments and the final destination of goods.

6. Plaintiffs include Danny Lopez, Jorge Gonzalez Trejo, and Lewis Renteria (collectively “Plaintiffs”), all of whom are former non-exempt hourly employees of Defendants.

7. Defendants counsel, Christopher Ward, has informed my office that Defendants’ personnel records indicate there are 6,294 Class Members who worked 556,997 Workweeks during the Class Period from June 30, 2019 through December 31, 2025, and there are 2,099 Class Members who worked 95,637 Workweeks during the Class Period for the Certified *Amaya* Claims from October 8, 2024 through December 31, 2025. Mr. Ward also informed my office that there are 5,320 Aggrieved Employees who worked approximately 215,367 PAGA Pay Periods.

The Lopez Action

8. On February 11, 2021, Plaintiff Danny Lopez (“Lopez”) gave written notice to the California Labor and Workforce Development Agency (“LWDA”) and to Defendants of the specific provisions of the Labor Code Defendants allegedly violated, including the facts and theories to support the alleged violations. The LWDA did not respond to the notice. A true and correct copy of Lopez’s PAGA notice is attached hereto as **Exhibit A**.

9. On July 21, 2021, Lopez filed a complaint against Defendants in the Los Angeles County Superior Court, Case No. 21STCV26797, alleging a single cause of action for penalties under PAGA. The complaint alleges the following predicate Labor Code violations: (1) Failure to Provide Required Meal Periods; (2) Failure to Provide Required Rest Periods; (3) Failure to Pay Overtime Wages; (4) Failure to Pay Minimum Wages; (5) Failure to Permit Employees to Inspect or Receive Records; (6) Failure to Timely Pay Wages; (7) Failure to Pay All Wages Due to Discharged and Quitting Employees; (8) Failure to Maintain Required Records; (9) Failure to Furnish Accurate Itemized Wage Statements; and (10) Failure to Indemnify for Necessary Expenditures Incurred in Discharge of Duties.

10. On September 1, 2021, Defendants filed an answer to Lopez’s complaint.

11. On September 2, 2021, Defendants removed the action to the United States District Court for the Central District of California, Case No. 2:21-cv-07108-DMG-E.

12. On July 19, 2022, Defendants filed a motion to compel arbitration requesting that the Court order Lopez to arbitrate his individual PAGA claim and dismiss Lopez’s non-individual PAGA claim on behalf of other allegedly aggrieved employees.

13. On July 21, 2022, the parties participated in a mediation which was not successful.

14. On December 9, 2022, the Court issued an order denying Defendants’ motion to compel arbitration and finding that Lopez, an airplane fueler, is a transportation worker “engaged in foreign or interstate commerce” and, therefore, he is exempt from the requirements of the Federal Arbitration Act under section 1 of the FAA, 9 U.S.C. § 1.

15. On January 9, 2023, Defendants filed a notice of appeal to the United States Court of Appeals for the Ninth Circuit.

16. On March 16, 2023, the district court entered an order approving the parties' stipulation to stay the case pending the outcome of the appeal to the Ninth Circuit and to vacate the scheduling order.

17. On July 19, 2024, the Ninth Circuit published an opinion affirming the district court’s denial of Defendants’ motion to compel arbitration. *See Lopez v. Aircraft Serv. Int’l, Inc.*, 107 F.4th 1096 (9th Cir. 2025).

18. On October 10, 2024, the district court issued a new Scheduling and Case Management Order setting a trial date for July 15, 2025.

19. On November 26, 2024, Defendants filed a petition for a writ of certiorari with the United States Supreme Court.

20. On January 13, 2025, the U.S. Supreme Court denied Defendants' petition for a writ of certiorari.

The *Amaya* Action

21. On August 19, 2022, Dora Amaya filed a putative class action and PAGA action against Menzies only (and not ASI and AMI) in the U.S. District Court for the Central District of California, entitled *Dora Patricia Amaya, et al. v. Menzies Aviation (USA), Inc.* (United States District Court Case No. 2:22-cv-05915-HDV-MAR).

22. On May 8, 2023, Amaya filed a Second Amended Complaint (“SAC”) adding Anibel

1 Silva, a former ramp agent, as a plaintiff and proposed class representative. The SAC alleges claims
2 against Menzies for (1) failure to pay wages for missed meal periods; (2) failure to pay wages for
3 missed rest periods; (3) failure to reimburse business expenses; (4) failure to provide accurate,
4 itemized wage statements; (5) waiting time penalties; (6) unfair competition; and (7) civil penalties
5 under PAGA.

6 23. On February 8, 2024, the district court granted the *Amaya* plaintiffs' motion for class
7 certification and certified the following claims: (a) failure to pay wages for missed meal periods; (b)
8 failure to pay wages for missed rest periods; (iii) failure to reimburse business expenses; (c) failure to
9 provide accurate, itemized wage statements; and (d) waiting time penalties. On October 1, 2024, the
10 *Amaya* court ordered Menzies to provide the administrator with the names and last-known addresses
11 of all class members within seven (7) days and for the administrator to mail the class notice to all class
12 members within 15 days. According to Defendants' counsel, Christopher Ward, the class list for the
13 certified *Amaya* claims included employees hired through October 7, 2024.

14 **The Trejo Action**

15 24. On June 30, 2023, Jorge Gonzalez Trejo ("Trejo") filed a putative class action and
16 PAGA action against Defendants in Los Angeles County Superior Court, entitled *Jorge Gonzalez*
17 *Trejo v. Menzies Aviation (USA) Inc.*, Case No. 23STCV15453.

18 25. On January 9, 2024, Trejo filed a First Amended Complaint ("FAC").

19 26. The FAC alleges claims for (1) failure to pay overtime wages; (2) failure to pay
20 minimum wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to
21 pay all wages upon termination; (6) failure to provide accurate wage statements; (7) unfair
22 competition; and (8) civil penalties under PAGA.

23 27. On August 5, 2024, after the *Amaya* court granted class certification, Trejo voluntarily
24 dismissed his class claims for failure to provide meal periods and failure to provide rest periods.

25 **The Renteria Action**

26 28. On April 7, 2025, Lewis Robert Renteria filed a putative class action complaint in
27 San Diego County Superior Court entitled *Lewis Renteria v. Aircraft Service International, Inc., et al.*
28 and assigned Case No. 25CU019342C. The *Renteria* complaint alleges that the class period starts on

February 9, 2024, one day after the certification order in the *Amaya* case. A true and correct copy of the *Renteria* complaint is attached hereto as **Exhibit B**.

Investigation and Discovery

29. Prior to mediation, my firm litigated this case heavily. We investigated Plaintiffs' claims and Defendants' anticipated defenses, and obtained relevant written employment policy documents in effect during the class and PAGA periods as well as the complete time records of Defendants' non-exempt employees in California for the period of May 17, 2020 through August 20, 2024 and the complete pay data for the period of May 24, 2020 through March 16, 2025. The time data contained records for 4,069 employees and 1,282,113 shifts, and the pay data contained records for 4,591 employees and 193,122 pay periods.

30. My office retained an expert to conduct an analysis of the time and payroll data and to create a damages and penalties model for the mediation.

31. My office took 10 depositions of Defendants' employees, including: two Rule 30(b)(6) witnesses; a Fueling Operations Manager (LAX); four General Managers (one each from LAX, SAN, SNA, and ONT); the Director of People Systems and Projects for the Americas; the Director of Payroll and HR Information System; and a Timekeeper from LAX.

32. My office served multiple sets of written discovery on Defendants, including numerous Requests for the Production of Documents, Interrogatories, and Requests for Admission.

33. Lopez submitted his initial expert disclosures and expert report to Defendants on April 8, 2025. A PAGA trial was scheduled to commence on July 15, 2025.

34. Based on the data provided by Defendants, the expert prepared a damages and penalties model prior to mediation which allowed Plaintiffs to act intelligently and effectively in negotiating the proposed Settlement.

Settlement Negotiations

35. On April 19, 2025, the Parties participated in a global, all-day mediation with well-respected and experienced mediator, Steve Rottman, which resulted in this Settlement.

36. The settlement discussions were hard-fought, conducted at arm's length, and not collusive as demonstrated by the fact that the Parties, through their experienced counsel, worked with

1 an objective and experienced mediator, and were fully informed of the relative strengths of the claims
2 and the defenses thereto. The Settlement is the result of an informed analysis of Defendants' potential
3 liability exposure in relation to the costs and risks associated with continued litigation. The Parties
4 went into the mediation willing to explore the potential for a settlement of the lawsuit, but Plaintiffs
5 were also prepared to litigate their position through trial and appeal if a settlement was not reached.

6 37. The Parties finalized a long-form agreement which was fully executed as of July
7 8, 2025. The Parties amended the Settlement Agreement in October 2025 to reflect a modified Class
8 Period for the Certified *Amaya* Claims starting on October 8, 2024, one day after the end date of the
9 class list in *Amaya*. The *Amaya* court ordered Menzies to provide the notice administrator with "an
10 up-to-date Class List, containing the names and last-known addresses of all Class Members" no later
11 than October 8, 2024, and instructed the administrator to mail the class notice by October 16, 2024.
12 See **Exhibit C** at 2:12-15. Defendants' counsel, Christopher Ward, informed my office that the class
13 list he provided to the notice administrator in the *Amaya* action included Menzies' employees hired
14 through October 7, 2024. The Parties further amended the Settlement Agreement in March 2026 to
15 correct the start date of the Class Period for the Certified *Amaya* Claims in Section 5.2 of the
16 Settlement Agreement. True and correct copies of the Class Action and PAGA Settlement Agreement
17 ("Settlement" or "Settlement Agreement"), the Amendment to Class Action and PAGA Settlement
18 Agreement ("Amendment"), and the Second Amendment to Class Action and PAGA Settlement
19 Agreement ("Second Amendment") are attached hereto as **Exhibit D**, **Exhibit E**, and **Exhibit F**,
20 respectively. A true and correct copy of the amended Notice of Class Action and PAGA Settlement
21 and Hearing Date for Court Approval ("Class Notice") is attached as Exhibit 1 to the Amendment.

22 38. Pursuant to the Settlement Agreement, the Parties stipulated to consolidate the
23 *Trejo* Action and *Lopez* Action and to file a Consolidated Complaint setting forth the claims alleged in
24 the consolidated *Trejo* Action and *Lopez* Action, adding Renteria as an additional plaintiff and
25 proposed class representative, and adding claims that are part of the release in the Settlement
26 Agreement, including class claims for failure to provide meal periods and failure to provide rest
27 periods for the period from October 8, 2024 to the present, after the class period of the certified claims
28 in the *Amaya* action. This Court approved the Stipulation on December 10, 2025 and the Consolidated

1 Complaint was filed on December 12, 2025.

2 **Legal and Factual Basis for Plaintiffs' Claims**

3 39. The following summarizes the legal and factual basis for the claims in the Consolidated
4 Complaint:

5 a. **Failure to Provide Meal Periods**

6 Labor Code §§ 226.7 and 512 and IWC Wage Order 4-2001, § 11 entitle non-exempt
7 employees to a 30-minute meal period and a premium payment for any missed, shortened or delayed
8 meal period. The premium payment is equivalent to one additional hour of compensation at the
9 employee's regular rate of pay for each workday that a meal period was not provided.

10 Plaintiffs contend that, although Defendants' written policies recognize the right of
11 employees to take 30-minute meal periods before the end of the fifth hour of work, the meal periods
12 of Defendants' hourly employees in practice are dictated by the changing flight schedules of aircraft
13 they are required to service and the deadlines involved in preparing aircraft for departure. For
14 example, Andrew Olson, General Manager at SNA, testified that employees are sometimes required
15 to take a late meal period because of changes in the flight schedule or when the company is short-
16 staffed. Barry Lopez, General Manager at SAN, testified that another reason employees may be
17 required to take a late meal period or to miss a meal period is because of weather delays or problems
18 with equipment, such as when a truck breaks down. Nathaniel Poot, Fuel Operations Manager at
19 LAX, testified that "operational need[s]" may require employees to delay a meal period or to miss a
20 meal period altogether, such as "equipment issues," "delayed flights," a "weather event," employee
21 emergencies, and being short-staffed.

22 Defendants' written policies mandate that employees accurately record their work hours and
23 meal periods in the Kronos timekeeping system. Employees are subject to discipline if they do not
24 accurately record their time. When punching out at the end of each shift, employees must answer a
25 question in the timekeeping system verifying the accuracy of their punches. Before payroll is
26 processed, station managers are required to review and audit the time records of each hourly
27 employee. Defendants have a Timekeeper who reviews the accuracy of hourly employees' time
28 records at LAX, ONT, SAN, LGB, SNA, and BUR on a daily basis.

1 Despite Defendants' strict policy to accurately record meal period times, Defendants do not
2 automatically pay meal period premiums based on the time records. Instead, Defendants shift the
3 burden to employees to affirmatively request payment of a meal period premium by completing the
4 following steps: (1) employees must complete a "Missed Punch Form" ("MPF") or, after 2023, a
5 "California Missed Break Form" ("MBF"); (2) employees must obtain a signed approval from a
6 manager; and (3) the approval must be entered into the Kronos system. If an employee does not
7 complete this process, no premium will be paid even if the time records show a short, late, or missing
8 meal period. None of Defendants' written policies inform employees of their right to be paid a meal
9 period premium for a missed, short, or late meal period due to work-related reasons. In fact, the
10 Kronos Meal Period Clocking Policy states that, "If you do not take a meal or rest period during any
11 shift for any reason, you are required to complete a Missed Punch Form so that your time records can
12 be updated, *and any other corrective action may be taken.*" Thus, instead of notifying employees of
13 the need to fill out a MPF in order to be paid a meal period premium, Defendants' written policy
14 provides that the form is necessary to update the time records and so that "corrective action" may be
15 taken.

16 When Defendants paid meal period premiums, they did not pay the premiums at employees'
17 regular rate of compensation as required by Labor Code § 226.7. *See Ferra v. Loews Hollywood*
18 *Hotel LLC* (2021) 11 Cal. 5th 858, 863 ("regular rate of compensation' under section 226.7(c), like
19 'regular rate of pay' under section 510(a), encompasses all nondiscretionary payments, not just hourly
20 wages"). Defendants' Director of Payroll and HRIS, Gracie Puckett, testified that the "BONUS" pay
21 code is used for non-discretionary bonuses. Defendants failed to factor "BONUS" earnings in the
22 calculation of the regular rate of pay for purposes of paying meal period premiums.

23 b. Failure to Authorize and Permit Rest Periods

24 Labor Code sections 226.7 and 512 and IWC Wage Order 4-2001, § 12 require that employers
25 "authorize and permit" employees to take paid 10 minute rest periods in about the middle of each 4-
26 hour work period "or major fraction thereof." Accordingly, employees who work shifts of 3-½ to 6
27 hours must be provided 10 minutes of paid rest period, employees who work shifts of more than 6 and
28 up to 10 hours must be provided with 20 minutes of paid rest period, and employees who work shifts

1 of more than 10 hours must be provided 30 minutes of paid rest period.

2 Pursuant to Labor Code section 226.7, if an employer fails to provide an employee with a
3 rest period as required, the employer shall pay the employee one additional hour of pay at the
4 employee's regular rate of compensation for each workday that the rest period is not provided.

5 For the same reasons that class members were not provided the opportunity to take meal
6 periods, Plaintiffs contend that operational needs such as changed flight schedules, flight delays, bad
7 weather, equipment issues, staffing levels, and other requirements of the job prevented employees
8 from taking 10-minute rest periods.

9 c. Failure to Pay Overtime Wages

10 Pursuant to Labor Code §§ 510, 1194, and IWC Wage Order No. 4-2001, § 3,
11 Defendants are required to compensate Class Members for all overtime, which is calculated at
12 one and one-half (1-½) times the regular rate of pay for all hours worked in excess of eight (8)
13 hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh
14 consecutive workday, with double time for all hours worked in excess of twelve (12) hours in any
15 workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work
16 in any workweek.

17 Plaintiffs contend that Defendants did not factor in nondiscretionary "BONUS" payments in
18 the calculation of the regular rate of pay for overtime payments. Plaintiffs' expert found that
19 approximately 2.2 percent of pay periods contain both "BONUS" payments and overtime payments.

20 Furthermore, Plaintiffs contend that Defendants did not compensate class members for all
21 overtime worked undergoing required security checks while off the clock.

22 d. Failure to Pay Minimum Wages

23 Pursuant to Labor Code §§ 1194 and 1197 and IWC Wage Order No. 4-2100, § 4, payment to
24 an employee of less than the applicable minimum wage for all hours worked in a payroll period is
25 unlawful.

26 Plaintiffs contend that Defendants failed to compensate class members minimum wages for
27 all time worked undergoing required security checks while off the clock.

28 e. Failure to Furnish Accurate Itemized Wage Statements

1 Pursuant to Labor Code § 226(a), Plaintiffs and Class Members were entitled to receive semi-
2 monthly or at the time of each payment of wages, an accurate itemized statement showing gross wages
3 earned, net wages earned, all applicable hourly rates in effect during the pay period and the
4 corresponding number of hours worked at each hourly rate by the employee and premium pay for meal
5 and rest period violations.

6 Plaintiffs contend that Defendants directly violated Labor Code § 226(a)(5) by providing
7 final wage statements to separated employees showing an incorrect “Net Pay” amount of \$0.00
8 when the company cut a manual check for the final pay. Plaintiffs further allege derivative wage
9 statement violations for the meal period, rest period, overtime, and minimum wage violations
10 discussed above.

11 f. Failure to Pay Wages Upon Separation

12 Pursuant to Labor Code sections 201, 202 and 203, Class Members are entitled upon
13 termination to timely payment of all wages earned and unpaid prior to termination. Discharged
14 employees were entitled to payment of all wages earned and unpaid prior to discharge immediately
15 upon termination. Employees who resigned were entitled to payment of all wages earned and unpaid
16 prior to resignation within 72 hours after giving notice of resignation or, if they gave 72 hours
17 previous notice, they were entitled to payment of all wages earned and unpaid at the time of
18 resignation.

19 Plaintiffs contend that as result of the above-stated practices, Defendants failed to timely pay
20 all wages due to their former employees upon termination or resignation of their employment, and are
21 therefore liable for waiting time penalties.

22 g. Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of
23 Duties

24 Labor Code § 2802(a) requires an employer to indemnify employees for all necessary
25 expenditures or losses incurred by the employees in direct consequence of the discharge of their
26 duties, or of their obedience to the directions of the employer. Plaintiffs contend that Defendants
27 knowingly and willfully failed to indemnify Plaintiffs and Class Members for all business expenses
28 and/or losses incurred in direct consequence of the discharge of their duties while working under the

1 direction of Defendants, including expenses for personal cell phone usage. Plaintiffs contend that
2 class members were required to use their personal cell phones to communicate with supervisors and
3 managers about work-related tasks because communication devices were not issued to all
4 employees. Furthermore, Plaintiffs allege that it was necessary to download a timekeeping
5 application of their personal phones to record their time worked given the dearth of physical time
6 clocks at the airports.

7 h. Unfair Competition

8 Plaintiffs contend that the unlawful conduct of Defendants alleged herein constitutes unfair
9 competition within the meaning of Business & Professions Code section 17200.

10 i. PAGA Penalties

11 Under Labor Code section 2699, Defendants are subject to civil penalties, assessed per pay
12 period for each aggrieved employee, for the Labor Code violations alleged above.

13 **Amount in Controversy and Risks Associated with Proceeding with the Action**

14 40. Based on Plaintiffs' expert's analysis of Defendants' data, Plaintiffs calculate the
15 potential damages and penalties, exclusive of interest, attorney's fees, and costs, to be approximately
16 **\$91,376,262** assuming, in an "everything goes right" scenario, Plaintiffs successfully certified all of
17 the claims and prevailed on all of the class claims and PAGA claims at trial. This maximum
18 exposure estimate includes approximately **\$19,674,882** in classwide damages and penalties and
19 approximately **\$71,701,380** in PAGA penalties. A detailed breakdown of the valuation of the
20 potential recovery, excluding interest and fees, is shown below:

21 **Class Claims**

22 **1. Failure to Provide Meal Periods (October 8, 2024 – December 31, 2025)**

23 44.9% (estimated violation rate less premiums paid)
24 x 355,219 (estimated number of shifts > 6 hours)
x \$25.52 (estimated average hourly rate of pay)

25 = **\$4,070,270**

1 **2. Failure to Provide Rest Periods** (October 8, 2024 – December 31, 2025)

2 50.0% (estimated violation rate)
3 x 422,463 (estimated number of shifts > 3.5 hours)
4 x \$25.52 (estimated average hourly rate of pay) _____

5 = **\$5,390,628**

6 **3. Failure to Pay Overtime Wages** (June 30, 2019 – December 31, 2025)

7 **a. Failure to Factor “BONUS” payments into RROP**

8 337,286 (estimate number of pay periods)
9 x 2.2% (estimate violation rate per pay period)
10 x \$55.97 (estimated average underpayment per violation) _____

11 = **\$415,314**

12 **b. Failure to Pay OT for Off-the-Clock Security Checks (Cargo Workers Only)**

13 x 323,542 (estimated number of shifts ≥ 8 hours)
14 x 0.0833 (estimated number of OT hours worked off the clock per shift)
15 x \$33.68 (estimated average OT rate of pay) _____

16 = **\$907,711**

17 **4. Failure to Pay Minimum Wages** (June 30, 2019 – December 31, 2025)
18 (Off the Clock Security Checks for Cargo Workers Only)

19 280,861 (estimated number of shifts < 8 hours)
20 x 0.0833 (estimated number of non-OT hours worked off the clock per shift)
21 x \$ 15.00 (estimated average minimum wage) _____

22 = **\$350,936**

23 **5. Failure to Reimburse for Necessary Business Expenses** (Oct. 8, 2024 – Dec. 31, 2025)

24 2,099 (members of Settlement Class)
25 x 12 months (estimated average number of months worked per Settlement Class Member)
26 x \$15.00 (estimated average cell phone expense incurred per month) _____

27 = **\$377,820**

28 **6. Wage Statement Penalties** (October 8, 2024 – December 31, 2025)

 2,099 (members of Settlement Class)
 x \$1,600 (estimated average penalty per Settlement Class Member) _____

 = **\$3,358,400**

7. Waiting Time Penalties (October 8, 2024 – December 31, 2025)

$$\begin{aligned} & \$25.52 \text{ (average hourly rate)} \\ & \times 7.68 \text{ hours (average \# of hours per shift)} \\ & \times 30 \text{ days} \\ & \times 817 \text{ (estimated \# of former employees with violations)} \\ & = \$4,803,803 \end{aligned}$$

Maximum Potential Value of Class Claims = \$19,674,882

PAGA Claims (May 17, 2020 – June 23, 2025)

1. Failure to Provide Meal Periods (Labor Code §§ 512, 226.7)

$$215,367 \text{ pay periods} \times \$100 \text{ penalty} \times 64.9\% \text{ violation rate} = \$13,977,318$$

2. Failure to Provide Rest Periods (Labor Code § 226.7)

$$215,367 \text{ pay periods} \times \$100 \text{ penalty} \times 70.0\% \text{ violation rate} = \$15,075,690$$

3. Failure to Pay Overtime Wages (Labor Code § 510)

$$215,367 \text{ pay periods} \times \$100 \text{ penalty} \times 23.6\% \text{ violation rate} = \$5,082,661$$

4. Failure to Pay Minimum Wages (Labor Code § 1197.1)

$$215,367 \text{ pay periods} \times \$100 \text{ penalty} \times 23.6\% \text{ violation rate} = \$5,082,661$$

5. Failure to Reimburse for Business Expenses (Labor Code § 2802)

$$215,367 \text{ pay periods} \times \$100 \text{ penalty} \times 60.0\% \text{ violation rate} = \$12,922,020$$

6. Failure to Furnish Accurate Itemized Wage Statements (Labor Code § 226(a))

$$215,367 \text{ pay periods} \times \$100 \text{ penalty} \times 90\% \text{ violation rate} = \$19,383,030$$

7. Waiting Time Penalties (Labor Code §§ 201-203)

$$1,780 \text{ former employees} \times \$100 \text{ penalty} = \$178,000$$

Maximum Potential PAGA Penalties = \$71,701,380

TOTAL POTENTIAL LIABILITY = \$91,376,262

1 41. Plaintiffs and their counsel considered many factors in reaching the decision to
2 settle, including: (a) the risk, expense, time-consuming and uncertain proposition of proving
3 liability, damages and penalties at trial; (b) obtaining the cooperation of current employees would be
4 difficult, given their likely reluctance to aid in the prosecution of a lawsuit against their employer
5 and their likely willingness to assist Defendants; (c) Defendants strenuously deny that they
6 committed any Labor Code violations and contend the class claims are not suitable for class
7 certification under the standard applied to contested certification motions because individual issues
8 and affirmative defenses (allegedly) would predominate should this case go to trial; (d) the potential
9 difficulties in establishing and maintaining certification of the class; (e) the risk that the Court could
10 find the trial unmanageable; (f) continued litigation could lead to an unfavorable judgment and/or a
11 lengthy and unsuccessful appeal and delay any positive recovery for the Class Members; and (g) this
12 area of the law is constantly evolving, creating uncertainty for employees.

13 42. Plaintiffs further considered the likelihood that a court would substantially reduce any
14 award of civil penalties on the grounds that they were “unjust, arbitrary and oppressive, or
15 confiscatory” pursuant to Labor Code section 2699(e)(2). *See, e.g., Thurgood v. Bayshore*
16 *Transit Management, Inc.* (2012) 203 Cal.App.4th 112; *see also Cotter v. Lyft, Inc.* (N.D. Cal. 2016)
17 193 F. Supp. 3d 1030, 1037 (finding that 97.5% reduction from the maximum penalty was fair and
18 reasonable in light of the unsettled nature of the law); *Fleming v. Covidien* (C.D. Cal. Aug. 12, 2011)
19 No. ED CV 10-01487 RGK (OPx), 2011 WL 7563047, at *3-4 (reducing potential PAGA penalties by
20 over 80%); *Magadia v. Wal-Mart Assocs. et al.* (N.D. Cal. 2019) 384 F. Supp. 3d 1058, 1069
21 (applying reductions of 67% and 80% of the potential PAGA penalties at issue); *Parr v. Golden State*
22 *Overnight* (Alameda Super. Ct. July 10, 2014) No. RG12618103, 2014 WL 11199453 (assessing only
23 7% of the maximum total PAGA penalties after plaintiff prevailed at trial). For example, during the
24 penalty phase of the trial in *Carrington v. Starbucks Corp.*, 30 Cal. App. 5th 504 (2018), the plaintiff
25 requested PAGA penalties in the amount of approximately \$70 million. *Id.* at 528. The trial court
26 instead awarded only \$150,000—or 0.21% of the maximum—and stated that this reduction was
27 warranted because imposing the maximum penalty would be “unjust, arbitrary, and oppressive” based
28 on Starbucks’ “good faith attempts” to comply with meal period obligations and because the court

1 found the violations were minimal. *Id.* at 517. The Court of Appeal affirmed the lower court's
2 reduced award of \$150,000 in penalties under PAGA. *Id.* at 529. If a similar reduction to the
3 maximum PAGA penalties is applied here, Plaintiffs would recover only approximately \$150,573 in
4 civil penalties. In allocating a portion of the settlement to PAGA penalties, Plaintiffs' counsel
5 considered case law providing that a PAGA claim need not comprise a disproportionate amount of a
6 class settlement which includes a PAGA claim, with the majority of the funds going to the State
7 simply because the PAGA penalties have the potential to be large. *See O'Connor v. Uber Techs, Inc.*,
8 201 F. Supp. 3d 1110, 1134 (N.D. Cal. 2016); *see also Nordstrom Commission Cases*, 186 Cal. App.
9 4th 576, 589 (2010) (trial court did not abuse discretion in approving settlement of employees' class
10 action against employer even though settlement failed to allocate any portion of the recovery to the
11 PAGA claims). As the *O'Connor* court explained, "[s]uch a requirement would come at the expense
12 of the workers, who might otherwise benefit from a larger non-PAGA settlement." *O'Connor*, 201 F.
13 Supp. 3d at 1134. The purposes of PAGA may be concurrently fulfilled by a settlement offering fair
14 compensation to class members, thereby vindicating the rights of class members as employees and
15 providing "a deterrent effect upon the defendant employer and other employers, an objective of
16 PAGA." *Id.*

17 43. While Plaintiffs and counsel remain confident in the merits of Plaintiffs' claims, a
18 legitimate controversy exists as to each claim. For example, Defendants contend that they
19 implemented compliant written wage and hour policies. Defendants started using an attestation
20 procedure in the Kronos timekeeping system in 2022 whereby employees, at the end of each shift, are
21 required to answer questions certifying the accuracy of the time records and whether they took a full,
22 duty-free meal period and rest periods. Defendants contend that the attestation records are sufficient
23 to rebut the presumption of liability arising from the time records showing late short, or missed meal
24 periods. If an employee was unable to take a meal or rest periods, Defendants argue that employee
25 could request to be paid a premium by filling out a form. Defendants further contend that Plaintiffs'
26 rest period claims are not manageable at trial because rest periods are not recorded and individualized
27 issues predominate regarding whether employees were authorized and permitted to take rest periods
28 each shift. For the reimbursement claim, Defendants contend that employees voluntarily downloaded

1 a timekeeping application on their phone and there were physical time clocks available for employees
2 to record their time. In addition, Defendants assert that Plaintiffs will be unable to show “knowing and
3 intentional” wage statement violations because Defendants reasonably and in good faith believed it
4 was providing a complete and accurate wage statement in compliance with the requirements of Labor
5 Code § 226. Similarly, Defendants contend that Plaintiffs will be unable to show that Defendants
6 “willfully” failed to pay final wages under Labor Code § 203.

7 44. Defendants deny Plaintiffs’ allegations and contend that they complied with applicable
8 California law and that class certification is not appropriate due to the predominance of individual
9 issues and affirmative defenses. Indeed, a number of courts have concluded that common questions
10 did not predominate where the employer maintained lawful written policies. *See, e.g., Brinker Rest.*
11 *Corp. v. Superior Court* (2012) 53 Cal.4th 1004, 1051-1052 (holding that certification of Plaintiff’s
12 off-the-clock claim was not appropriate because, “where no substantial evidence point[ed] to a
13 uniform, companywide policy, proof of off-the-clock liability would have had to continue in an
14 employee-by-employee fashion, demonstrating who worked off the clock, how long they worked”);
15 *Ordonez v. Radio Shack, Inc.* (C.D. Cal. Jan. 17, 2013) 2013 WL 210223, *8 (denying certification of
16 plaintiff’s meal break claim, finding that in the absence of any allegation that defendant’s meal break
17 policy was facially unlawful, plaintiff’s meal break claims did not “depend upon a common
18 contention... of such a nature that is capable of classwide resolution”); *Cummings v. Starbucks Corp.*
19 (C.D. Cal. Mar. 24, 2014 (“Without a defective policy, the Court must ‘resolve any factual disputes
20 necessary to determine whether there was a common pattern and practice that could affect the class as
21 a whole.”); *Gonzalez v. Millard Mall Servs., Inc.* (S.D. Cal. 2012) 281 F.R.D. 455, 462 (“Millard had a
22 meal and rest period policy conforming to the applicable laws and wage orders... Therefore, Plaintiff
23 has not shown that there was a common policy that pervaded the entire company where Project
24 Managers prevented employees from taking meal breaks and did not authorize and permit employees
25 to take rest breaks.”). My firm significantly discounted the potential value of the rest period and off-
26 the-clock claims given the lack of records supporting those theories of liability. Likewise, my firm
27 discounted the potential value of the wage statement penalties and waiting time penalties given the
28 standard for showing a “knowing and intentional” violation set forth in *Naranjo v. Spectrum Sec.*

Servs., Inc. 92024) 15 Cal. 5th 1056, 1065 (“if an employer reasonably and in good faith believed it was providing a complete and accurate wage statement in compliance with the requirements of section 226, then it has not knowingly and intentionally failed to comply with the wage statement law”).

45. Thus, while Plaintiffs and their counsel are confident in the merits of the Action and its ability to prevail at both class certification and trial, my firm recognizes the significant risk and expense of continued litigation, trial, and possible appeals, all of which would substantially delay and reduce any recovery by the Class Members. The Settlement obviates all of these risks and ensures that the Class Members receive timely relief without risking an uncertain trial and appeal.

46. The Net Settlement Amount is currently estimated to be \$1,900,166.67, if the Court approves the requested Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payments, Administration Expenses Payment and PAGA Penalties Payment as follows:

\$4,000,000.00	Gross Settlement Amount
- \$1,333,333.33	Class Counsel Fees Payment
- \$ 170,000.00	Class Counsel Litigation Expenses Payment
- \$ 60,000.00	Class Representative Service Payments
- \$ 500,000.00	PAGA Penalties Payment
- \$ 36,500.00	Administration Expenses Payment
\$1,900,166.67	Net Settlement Amount

47. Based thereon, it is currently estimated that the 6,294 Class Members stand to receive an average gross Individual Settlement Payment of approximately **\$301.90** as a result of the Settlement – an excellent result. The proposed Settlement treats Class Members equitably relative to each other in that each individual Class Member’s respective payment is based on objective criteria – *i.e.*, a formula which pays Participating Class Members a *pro rata* share of the Net Settlement Amount based on the number of Workweeks they worked during the Class Period. Under this approach, each Participating Class Member’s share of the Net Settlement Amount will be based on the length of time they worked for Defendants during the Class Period; Class Members who worked for Defendants for a long period of time (*e.g.*, the entire Class Period) will thus receive higher payments than individuals who worked for Defendants for a short period of time. In addition, it is estimated that the average Individual PAGA Payment for approximately 5,320 Aggrieved Employees will be **\$23.50** (\$125,000 ÷

1 5,320 = \$23.50).

2 48. In sum, when the risks of litigation, the uncertainties involved in achieving class
3 certification, the burdens of proof necessary to establish liability, and the probability of appeal of a
4 favorable judgment are balanced against the merits of Plaintiffs' claims, it is clear that the
5 Settlement is fair, adequate and within the "ballpark" of reasonableness. Plaintiffs and their counsel
6 support the proposed Settlement as being in the best interests of the putative Class, the State of
7 California and the Aggrieved Employees.

8 **Plaintiffs' Typicality, Adequacy and Commonality**

9 49. Plaintiffs' claims are typical of the claims of the other Class Members because they
10 are subject to the same legal theories and the same alleged unlawful employment policies and
11 practices at issue in the Action, including but not limited to failing to provide compliant meal and
12 rest periods because of operational needs such as changing flight schedules, weather delays,
13 equipment issues, and lack of relief, failing to include bonus payments in the calculation of the
14 regular rate of pay, failing to pay for all hours worked undergoing security checks, and failing to
15 reimburse employees for personal cell phone expenses incurred using a timekeeping application and
16 communicating with supervisors. Defendants' policies and practices apply class wide, and
17 Defendants' liability can be determined by facts common to all Class Members. Because Plaintiffs'
18 claims are typical of those of the other Class Members and are not based on unique circumstances
19 that might jeopardize the claims of the Class, there is no conflict of interest between Plaintiffs and
20 the other Class Members. Plaintiffs will make adequate representatives for the reasons discussed in
21 their declarations and in paragraphs 50-56 below.

22 **Class Representative Service Payments**

23 50. The Settlement provides for a \$20,000 Class Representative Service Payment
24 for each Plaintiff. This payment is intended to recognize the time, effort, and risks Plaintiffs
25 undertook in prosecuting this Action. Each Plaintiff has endeavored to protect the interests of the
26 Class, the State of California, and the Aggrieved Employees. Plaintiff Lopez and Plaintiff Renteria
27 underwent a lengthy intake process, cooperated and maintained regular contact with my office,
28 searched for and provided my office with relevant documents to support their claims, discussed their

1 work experiences with my office, made themselves available to my office, including for the full-day
2 of the mediation, kept themselves apprised of developments in the Action, and reviewed the
3 Settlement Agreement and their declarations. They provided valuable information regarding their
4 claims which was instrumental in attempting to establish the wage and hour violations alleged in the
5 Action.

6 51. In bringing the Action in their names, Plaintiffs faced risks the other Class Members
7 did not. For example, Plaintiffs could be found liable for Defendants' litigation costs, in addition to
8 their own litigation costs, if they lost at trial. Plaintiffs' willingness to assume this financial risk is
9 significant, as California law provides that the losing party must pay the prevailing party's costs in a
10 class action. Few individuals are willing to serve as a class representative and assume the
11 substantial risk should the employer prevail in the action.

12 52. Plaintiffs may face reputational harm when applying for or after obtaining a new job
13 because those employers may conduct a background check on Plaintiffs and find out about this
14 Action and view Plaintiffs negatively.

15 53. Additionally, each Plaintiff is relinquishing more rights than the other Class Members
16 by agreeing to sign a general release and waiving their rights under Civil Code section 1542.

17 54. Because of Plaintiffs' efforts, approximately 6,294 current and former employees will
18 now have the opportunity to participate in a settlement and recover payment for alleged workplace
19 violations they may never have known about on their own or been willing to pursue on their own. If
20 each employee attempted to pursue their legal remedies individually, each person would have been
21 required to expend a significant amount of their own time and monetary resources.

22 55. The Action and excellent recovery would not have been possible without the aid of
23 Plaintiffs, who devoted their personal time and effort to the Action, sacrificed the value of their own
24 individual claims by postponing the prosecution of their own individual claims and recovery in order
25 to bring the Action as a class action which benefits the whole Class and not just themselves, put
26 themselves at risk for the sake of the other Class Members, the Aggrieved Employees, and the State
27 of California and relinquished more rights than the other Class Members and the Aggrieved
28 Employees. Indeed, by actively pursuing the Action, Plaintiffs furthered California's public policy

1 goal of enforcing the State's wage and hour laws. *Sav-On Drug Stores, Inc. v. Superior Court*
2 (2004) 34 Cal. 4th 319, 340 (recognizing the "clear public policy" that is specifically directed at the
3 enforcement of California wage laws). For these reasons, I believe that the proposed Service
4 Payments are fair and reasonable.

5 56. I am not aware of any actual or potential conflicts of interest between any of the
6 Plaintiffs and the other Class Members or Aggrieved Employees.

7 **MLG's Adequacy to Serve as Class Counsel**

8 57. MLG is qualified to handle this litigation and will adequately represent the Class
9 because the firm is experienced in litigating similar class actions, as demonstrated below.

10 58. MLG employs 24 attorneys and is one of the largest plaintiff-side employment law
11 firms in California, representing employees in individual, class, collective and representative actions in
12 state and federal courts throughout California.

13 59. I received my B.A. degree with honors in 1986 from Tulane University and my J.D.
14 degree from Southwestern University School of Law in 1991. I have been an active member in good
15 standing of the State Bar of California since September 1992. That year, I founded a general
16 partnership and in 2012 I formed my own law firm which became Matern Law Group, PC in 2016. I
17 have been concentrating on employment litigation since approximately 1997.

18 60. Over the course of my career, I have been involved in over 100 class action settlements,
19 with many of them settling in the seven-, eight-, and nine-figure range, including settlements in the
20 amount of \$140 million, \$50 million, \$26 million, \$19.9 million, and \$18 million. I have represented
21 clients in numerous wage and hour class action lawsuits that settled with per-class-member recoveries
22 in a range similar to the anticipated per-class-member recovery in the instant case. I have also been
23 appointed class counsel in over thirty-five certified wage and hour class action cases which involved
24 contested certification proceedings.

25 61. I have personally tried approximately 25 cases, including approximately 20 jury trials.
26 My work has led me to be recognized as a Southern California Super Lawyer every year since 2009. I
27 am a member of the California Employment Lawyers Association, Consumer Attorneys Association of
28 Los Angeles and the Consumer Attorneys of California.

62. My firms have won numerous appeals advancing workers' rights, many of which resulted in published opinions, including two of the leading "me-too" witness cases in California, *Pantoja v. Anton* (2011) 198 Cal.App.4th 87 and *Meeks v. AutoZone, Inc.* (2018) 24 Cal.App.5th 855. Other published appellate victories include *Lopez v. Aircraft Service International, Inc.* (9th Cir. 2024) 107 F.4th 1096 (affirming denial of motion to compel arbitration because plaintiff, an airline fuel technician, fell within the FAA's transportation worker exemption); *Ibarra v. Chuy & Sons Labor, Inc.* (2024) 102 Cal.App.5th 874 (reversal of dismissal of PAGA case based on allegedly insufficient PAGA notice); *Argueta v. Worldwide Flight Servs., Inc.* (2023) 97 Cal.App.5th 822 (reversal of defense verdict in sexual harassment jury trial); *Davis v. Shiekh Shoes, LLC* (2022) 84 Cal.App.5th 956 (affirming order denying motion to compel arbitration); *Zuniga v. Alexandria Care Center, LLC* (2021) 67 Cal.App.5th 871 (defense verdict in PAGA bench trial reversed); *ABM Industries Overtime Cases* (2017) 19 Cal.App.5th 277; *Tellez v. Rich Voss Trucking, Inc.* (2015) 240 Cal.App.4th 1052 (reversing order denying motion for class certification); *Ventura v. ABM Industries Inc.* (2012) 212 Cal.App.4th 258; *Fuentes v. AutoZone, Inc.* (2011) 200 Cal.App.4th 1221; and *Gutierrez v. California Commerce Club* (2010) 187 Cal.App.4th 969. Unreported appellate victories include, inter alia, *Navarro v. Exxon Mobil Corporation* (9th Cir., Aug. 5, 2025, No. 23-3274) 2025 WL 2233315 (partial reversal of order decertifying class and related orders in toxic tort class action); *Antonio-Gonzalez v. Crews Of California, Inc.* (Cal. Ct. App., May 5, 2025, No. B321458) 2025 WL 1291512 (reversal of order granting motion to strike PAGA claim on manageability grounds); *Miranda v. Guess? Retail, Inc.* (Cal. Ct. App. June 25, 2024, No. B323439) 2024 WL 3158208 (reversing dismissal of PAGA claim based on standing and manageability); *Fredeen v. California Cemetery and Funeral Services, LLC* (Cal. Ct. App., June 11, 2024, No. B326031) 2024 WL 2930024 (affirming denial of motion to compel arbitration based on unconscionability); *Hegemier v. A Better Life Recovery, LLC* (Cal. Ct. App., Apr. 22, 2024, No. G061892) 2024 WL 1710164 (affirming denial of motion to compel arbitration of PAGA claim); *Morales v. Garfield Beach CVS, LLC* (Cal.App. 2 Dist., 2024) 2024 WL 356877, review granted, May 1, 2024, No. S284011, review dism. and cause remanded Oct. 30, 2024 (affirming approval of putative class action and PAGA settlement, denying motion to intervene and denying motion to vacate the judgment); *Gabourel v. Luxottica of America, Inc.* (9th Cir., Jan. 24,

2024, No. 23-55185), 2024 WL 260963 (affirming order denying motion to compel arbitration); *Brown v. Cedars-Sinai Medical Center* (Cal. Ct. App., Dec. 6, 2023, No. B324446) 2023 WL 8442072 (affirming order denying petition to compel arbitration); *Schwade v. South Pasadena Rehabilitation Center, LLC* (Cal. Ct. App., Dec. 5, 2023, No. B318644) 2023 WL 8414880 (reversing costs award to defendants in Labor Code action); *Mendocino Farms Wage and Hour Cases* (Cal. Ct. App., Dec. 4, 2023, No. C096869) 2023 WL 8376119 (affirming approval of class action settlement); *Haaverson v. Tavistock Freebirds, LLC* (Cal. Ct. App., Aug. 18, 2023, No. A164043) 2023 WL 5318401 (affirming attorney fee award in PAGA case); *Madeira v. Converse, Inc.* (9th Cir. Aug. 16, 2023, No. 22-55161) 2023 WL 5275011 (reversing denial of class certification for regular rate of pay subclass); *Rojas v. Glenair, Inc.* (Cal. Ct. App. Aug. 3, 2020) No. B302402, 2020 WL 4435156 (reversing order sustaining demurrer without leave to amend under relation-back theory); *Navarro v. 4 Earth Farms, Inc.* (Cal. Ct. App. Feb. 8, 2019) No. B284853, 2019 WL 493781 (affirming judgment in sexual harassment jury trial); *Soto v. Superior Court of San Bernardino Cty.* (Cal. Ct. App. Sept. 9, 2019) No. E071920, 2019 WL 4254631 (writ issued); *Pauley v. CF Entertainment* (9th Cir. 2019) 773 F. App'x 357 (reversing order dismissing comedy writers' claims against their employer for violation of the Labor Code and against their union for breach of duty of fair representation); *Pauley v. CF Entertainment* (9th Cir. 2016) 646 F. App'x 498 (same); *Olivares v. Fountain Valley Regional Hospital and Medical Center* (Cal. Ct. App., Jan. 9, 2018) 2018 WL 330134 (affirming order denying motion to compel arbitration); *Christman v. Apple Am. Grp. II, LLC* (Cal. Ct. App. Oct. 4, 2017) No. B271937, 2017 WL 4402124 (affirming denial of motion to compel arbitration of PAGA claim); *Odom v. Los Angeles Community College District*, No. S290976 (request for depublication of opinion granted by California Supreme Court); *Cacho v. Eurostar, Inc.*, No. S260295 (same); and *Starks v. Vortex Industries, Inc.*, No S264854 (same).

63. The MLG attorneys who worked on the Action include:

a. Shareholder Matthew W. Gordon graduated *summa cum laude* from Princeton University in 1995, and was elected to Phi Beta Kappa. He received his J.D. from the University of California, Los Angeles School of Law in 2009. He became a member of the State Bar of California in December 2009, and has been an active member in good standing continuously since

1 then. At MLG, Mr. Gordon has exclusively represented employees in wage and hour class actions,
2 PAGA actions, and cases under the Fair Employment and Housing Act (“FEHA”). He has been
3 appointed Class Counsel in several employment class actions in state and federal court. The class
4 action, PAGA, and FEHA cases he has worked on have recovered tens of millions of dollars to
5 employees. Mr. Gordon has tried FEHA claims in the Los Angeles Superior Court and has arbitrated
6 individual Labor Code and FEHA claims. Mr. Gordon has argued appeals in the California Courts of
7 Appeal, which resulted in decisions advancing workers’ rights, including *Tellez v. Rich Voss*
8 *Trucking, Inc.*, 240 Cal. App. 4th 1052 (2015), a published opinion reversing the trial court’s order
9 denying class certification and *Olivares v. Fountain Valley Regional Hospital and Medical Center*
10 (Cal. Ct. App., Jan. 9, 2018, No. G053514) 2018 WL 330134, a case in which the Court of Appeal
11 affirmed the denial of a motion to compel arbitration of a wage and hour class action. He co-
12 authored, with Vanessa M. Rodriguez, an article on “me-too” evidence, entitled “The Compelling
13 Evidence of Me Too,” in the September 2019 edition of *Los Angeles Lawyer* magazine (Volume 42,
14 No. 6, pp. 26-30). Mr. Gordon was selected to the Southern California Rising Stars list in 2016,
15 2017, 2018, and 2019, and he was selected to Southern California Super Lawyers in 2024 and 2025.

16 b. Associate Attorney Irina A. Kirnosova graduated from the University of
17 California, San Diego in 2012 and received her J.D. from the USC Gould School of Law in 2016,
18 where she served as the Managing Editor of the Southern California Interdisciplinary Law Journal.
19 Ms. Kirnosova has been an active member of the California State Bar since December 2016 and has
20 been practicing employment law exclusively since being admitted in California, primarily representing
21 Claimants in class wage and hour actions and individual employment litigation. Ms. Kirnosova has
22 served as trial counsel in two months-long employment jury trials in the Los Angeles County Superior
23 Court in 2021 and most recently, in April through June of 2025, with Mikael H. Stahle, won a jury
24 verdict in a class action trial in the matter of *Northwest Pallet Services, LLC Wage and Hour Cases*,
25 San Bernardino County Superior Court Case No. JCCP 5213. Ms. Kirnosova had argued in the
26 California Court of Appeal and was selected as a Southern California Rising Star every year since
27 2019.

28 c. Senior Associate Kiran Prasad has been an active member of the

1 California bar since December 2008. Ms. Prasad works primarily on appellate and law and motion
2 matters at MLG. Ms. Prasad was formerly an associate at Mr. Matern's predecessor firm, which she
3 joined in 2009 and joined MLG in 2021. Ms. Prasad graduated from Rutgers University, New
4 Brunswick in 1999. While attending Rutgers, she received the George Hutt Pre-Med Scholarship and
5 Rutgers Merit Scholarship, and was on the Dean's List for most of her college career. Ms. Prasad
6 received her J.D. from University of California, Los Angeles School of Law in 2007. While a law
7 student she co-founded the South Asian Law Students' Association, was the recipient of the ABA's
8 Minority Fellowship, Morgan Lewis Book Scholarship, Departmental Scholarship: Manuel Gonzalez
9 III Memorial Scholarship, and an Environmental Studies Scholarship which placed her as a summer
10 intern with the Environmental Protection Agency. Ms. Prasad served as a law clerk for the Hon. Joel
11 E. August, Superior Court of the State of Hawaii. As a member of MLG's appellate team, she authored
12 two successful briefs in *Nazanen Jamili v. Lincoln Property Co., ECW and Lincoln Apartment*
13 *Management Limited, et al.*, (Cal. Ct. App. Aug. 25, 2020, No. G057544) and *Victor Diaz, Plaintiff*
14 *and Respondent, v. First Class Vending, Inc.* (Cal. Ct. App. Feb. 5, 2020, No. B289205).

15 d. Senior Associate Debra J. Tauger heads MLG's Law and Motion
16 Department and its Appellate Team. Ms. Tauger graduated from the University of California, Los
17 Angeles in 1981 and received her J.D. from Suffolk University Law School in 1987 where she
18 received the American Jurisprudence Award in her Employment Law class and was on the Dean's
19 List. She has been an active member of the California State Bar in good standing since December
20 1989. She is also admitted to the Massachusetts Bar. Ms. Tauger works on both individual litigation
21 and wage and hour class actions. Ms. Tauger wrote the winning appellate briefs in *Ibarra v. Chuy &*
22 *Sons Labor, Inc.* (2024) 102 Cal.App.5th 874 (reversal of dismissal of PAGA case based on
23 insufficient PAGA notice); *Argueta v. Worldwide Flight Servs., Inc.* (2023) 97 Cal.App.5th 822
24 (reversal of defense verdict in sexual harassment trial); *Zuniga v. Alexandria Care Center, LLC* (2021)
25 67 Cal.App.5th 871 (reply brief - defense verdict in PAGA bench trial reversed); *Julian v. Glenair*
26 (2017) 17 Cal.App.5th 853; *Miranda v. Guess? Retail, Inc.* (Cal. Ct. App. June 25, 2024, No.
27 B323439) 2024 WL 3158208 (reversing dismissal of PAGA claim based on standing and
28 manageability); *Fredeen v. California Cemetery and Funeral Services, LLC* (Cal. Ct. App., June 11,

2024, No. B326031) 2024 WL 2930024 (affirming denial of motion to compel arbitration based on unconscionability); *Morales v. Garfield Beach CVS, LLC* (Cal.App. 2 Dist., 2024) 2024 WL 356877, review granted, May 1, 2024, No. S284011, review dism. and cause remanded Oct. 30, 2024 (affirming approval of class action and PAGA settlement); *Haaverson v. Tavistock Freebirds, LLC* (Cal. Ct. App., Aug. 18, 2023, No. A164043) 2023 WL 5318401 (affirming attorney fee award in PAGA case); *Rojas v. Glenair, Inc.* (Cal. Ct. App. Aug. 3, 2020) No. B302402, 2020 WL 4435156 (reversing order sustaining demurrer without leave to amend under relation-back theory); *Navarro v. 4 Earth Farms, Inc.* (Cal. Ct. App. Feb. 8, 2019) No. B284853, 2019 WL 493781 (affirming judgment in sexual harassment jury trial); *Soto v. Superior Court of San Bernardino Cty.* (Cal. Ct. App. Sept. 9, 2019) No. E071920, 2019 WL 4254631 (writ issued); *Pauley v. CF Entertainment* (9th Cir. 2019) 773 F. App'x 357 (reversing order dismissing comedy writers' claims against their employer for violation of the Labor Code and against their union for breach of duty of fair representation); *Pauley v. CF Entertainment* (9th Cir. 2016) 646 F. App'x 498 (same); *Christman v. Apple Am. Grp. II, LLC* (Cal. Ct. App. Oct. 4, 2017) No. B271937, 2017 WL 4402124 (affirming denial of motion to compel arbitration of PAGA claim). She also defeated the requests for depublication, the petitions for review in *Zuniga, Argueta* and *Haaverson*, and two petitions for review in *Rojas*. Ms. Tauger is a 2026 Super Lawyer.

e. Associate Attorney Erin R. Hutchins received her undergraduate degree from the University of British Columbia in 2019 and graduated magna cum laude from the University of California College of the Law, San Francisco (formerly UC Hastings) in 2022. Ms. Hutchins was admitted to the State Bar of California in December 2022, and has been an active member in good standing continuously since then. Ms. Hutchins began working in litigation during the summer after her second year of law school in 2021 and has been practicing plaintiff-side employment law since May 2023, working on both class action and individual cases.

f. Associate Attorney Matthew Scammahorn earned his undergraduate degree at the University of California, San Diego in 2022 and his J.D. from the University of California, Irvine School of Law in 2025 and was admitted to the California State Bar that year. While attending law school, Mr. Scammahorn dedicated more than 120 hours to pro bono causes and was

1 awarded Pro Bono Honors upon graduation. He also received the Best Brief award in the 2023-2024
2 UC Irvine School of Law Moot Court Competition, and served as the Chair of the 2024-2025 UC
3 Irvine School of Law Moot Court Board. While in law school, Mr. Scammahorn worked as a Summer
4 Law Clerk for the Writers Guild of America, West during the 2023 Writers Guild of America strike,
5 and assisted the Negotiating Committee in determining bargaining items for labor contract
6 negotiations. Mr. Scammahorn's practice at MLG involves representing employees in all aspects of
7 employment litigation, including single-plaintiff and class and representative action lawsuits.

8 g. Former Associate Max N. Sloves graduated from the University of
9 California, Santa Barbara in 1998, Phi Beta Kappa, with a B.S. in Environmental Studies and a B.A.
10 degree in Spanish. Mr. Sloves received his J.D. from the University of Southern California, Gould
11 School of Law in 2001 and was admitted to the California State Bar that same year. Mr. Sloves'
12 practice at MLG involved representing employees in all aspects of employment litigation, including
13 single-plaintiff and class and representative action lawsuits. He was also an esteemed member of
14 MLG's Appellate Team, has successfully argued before the California Court of Appeal, and authored
15 or co-authored the winning appellate briefs in *Lopez v. Aircraft Service International, Inc.* (9th Cir.
16 2024) 107 F.4th 1096, *Zamora v. Overhill Farms, Inc.* (Cal. Ct. App., Mar. 29, 2021, No. B302764)
17 2021 WL 1169614 and *Garcia v. ISS Facility Services, Inc.* (9th Cir. March 30, 2021).

18 h. Former Associate Attorney Margaret "Meg" P. Crowley received her
19 undergraduate degree from the University of California, Davis in 2020 and graduated from the
20 University of California, College of the Law, San Francisco (formerly UC Hastings) in 2024. While in
21 law school, Ms. Crowley served as the Symposium Editor of the UC Law SF Communications &
22 Entertainment Journal. She received the CALI Excellence for the Future Award for the highest grade
23 in Employment Law and earned Honorable Mention for Best Oral Argument in Legal Research &
24 Writing II. Ms. Crowley was admitted to the State Bar of California in December 2024 and handled
25 wage and hour class and representative actions as well as employees in single-plaintiff disputes.

26 64. I am not aware of any conflicts of interest between MLG and the Class Members.

27 65. MLG has sufficient resources to vigorously pursue the claims on behalf of the Class.

28 66. The requested fee percentage (one-third of the GSA) is less than that charged by my

1 firm for other employment cases. MLG has invested significant time and resources into this case, with
2 payment deferred to the end and entirely contingent on the outcome. The efforts expended by my firm
3 thus far include, but are not limited to, the following: researching Defendants' wage and hour
4 practices; researching Plaintiffs' claims and Defendants' anticipated defenses; conducting lengthy
5 interviews with Plaintiffs and reviewing documents, including wage statements and other information
6 provided by them; preparing PAGA notice letters; obtaining personnel records for Plaintiffs; preparing
7 the complaints; opposing Defendants' motion to compel arbitration in the *Lopez* Action; litigating the
8 appeal of the district court's denial of Defendants' motion to compel arbitration in the Ninth Circuit,
9 which resulted in a published opinion affirming the court's order (*Lopez v. Aircraft Serv. Int'l, Inc.*,
10 107 F.4th 1096 (9th Cir. 2025)); propounding numerous sets of written discovery on Defendants and
11 meeting and conferring with Defendants' counsel to obtain relevant documents and information,
12 including but not limited to, employees' timekeeping and payroll records, wage statements, employee
13 handbooks, manuals, policies, and procedures; communicating with Plaintiffs regularly; taking ten
14 depositions of Defendants' managers and other employees in the *Lopez* Action; retaining and working
15 with an expert in data analysis to analyze the timekeeping and payroll data; drafting the mediation
16 brief; preparing for and attending the mediation; drafting, negotiating, and revising the Settlement
17 Agreement, Class Notice, and the amendments thereto; preparing the consolidated complaint; and
18 preparing the motion for preliminary approval papers.

19 **Fee Sharing Agreement**

20 67. MLG has entered into a written agreement with the Nourmand Law Firm, APC to
21 divide any attorneys' fees recovered in the Action. All three Plaintiffs have given their written consent
22 to the division of fees after a full written disclosure. The attorneys' fees awarded in the Action will be
23 divided 80% to MLG and 20% to The Nourmand Law Firm, APC.

24 **Settlement Administrator**

25 68. The Parties have agreed to use Phoenix Class Action Administrators ("Phoenix") as
26 the third-party Settlement Administrator and request that the Court appoint Phoenix to administer
27 the Settlement. The Settlement Agreement provides that the Administrator will be paid no more
28 than \$40,000 to administer the Settlement. Phoenix has submitted a not-to-exceed estimate of

1 \$36,500. Given the size of the Class and the scope of the duties to be performed by Phoenix, I
2 believe this amount is reasonable. No one at MLG has any financial interest in or otherwise has a
3 relationship with Phoenix that would create a conflict of interest. A true and correct copy of
4 Phoenix's bid is attached hereto as **Exhibit G**.

5 **Submission of Proposed Settlement Agreement to LWDA**

6 69. On March 25, 2026, my office submitted a copy of the proposed Settlement
7 Agreement to the LWDA through its online portal. A true and correct copy of the auto-reply e-mail
8 from the California LWDA DIR PAGA Unit, confirming receipt of our submission of the proposed
9 Settlement Agreement is attached hereto as **Exhibit H**.

10 **Proposed Schedule**

11 70. Pursuant to the Court's Guidelines for Motions for Preliminary and Final Approval of
12 Class Settlement, paragraph (j)(5), a true and correct copy of a Proposed Schedule for class notice,
13 objection, opt-out, motion for final approval, and motion for attorneys' fees is attached hereto as
14 **Exhibit I**.

15 I declare under penalty of perjury under the laws of the State of California that the foregoing is
16 true and correct. Executed on March 25, 2026 at Venice, California.

17 
18 MATTHEW J. MATERN

EXHIBIT A



MATERN LAW GROUP, PC

1230 Rosecrans Avenue, Suite 200
Manhattan Beach, California 90266
www.maternlawgroup.com
Tel: (310) 531-1900 | Fax: (310) 531-1901

February 11, 2021

Via Online Submission

California Labor & Workforce
Development Agency
Attn. PAGA Administrator
1515 Clay Street, Ste. 801
Oakland, CA 94612

**Via Certified U.S. Mail – Return
Receipt Requested**

Aircraft Service International, Inc.
201 S. Orange Ave., Suite 1100
Orlando, Florida 32801

Menzies Aviation
dba Aircraft Service International, Inc.
4900 Diplomacy Rd.
Fort Worth, Texas 76155

Menzies Aviation LAX
880 Parkview Dr. N
El Segundo, California 90245

Menzies Aviation/ASIG
7251 World Way W
Los Angeles, California 90045

Air Menzies International (USA) Inc.
4900 Diplomacy Road
Fort Worth, Texas 76155

Re: Notice Pursuant to California Labor Code § 2699.3
Employee: Danny Lopez

To Whom It May Concern:

This office represents Danny Lopez (“Mr. Lopez”), who is currently employed by Menzies Aviation, Aircraft Service International, Inc., Air Menzies International (USA), Inc. and other related entities’ (collectively “MENZIES/ASI”). Pursuant to the California Labor Code Private Attorneys General Act of 2004 (“PAGA”), Labor Code § 2698, *et seq.*, this letter sets forth the specific provisions of the Labor Code and Industrial Welfare Commission (“IWC”) Wage Order No. 9-2001, which Mr. Lopez alleges MENZIES/ASI has violated, including the facts and theories to support the alleged violations.

Please be advised that this letter constitutes written notice required by Labor Code § 2699.3, subdivisions (a)(1)(A) and (c)(1)(A) and may lead to immediate action against MENZIES/ASI in a court of law and/or administrative proceedings, as well as the imposition of substantial penalties and other remedies against MENZIES/ASI. Enclosed please find a draft of Mr. Lopez’s proposed complaint, which is incorporated by reference into this notice. Under separate cover, our office is sending a check in the amount of \$75.00 to the Accounting Unit of

MATERN LAW GROUP, PC

February 11, 2021

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the Department of Industrial Relations for the requisite filing fee, pursuant to Labor Code § 2699.3, subdivisions (a)(1)(B) and (c)(1)(B).

This letter also serves as notice of Mr. Lopez's demand for preservation and non-spoliation of evidence, requesting that all relevant documents and data be saved and that all electronic files and hard-copy documents that are related to Mr. Lopez's employment and potential claims must be preserved, even without a court order.

Spoliation of evidence may result in legal claims for damages and monetary and evidentiary sanctions, including "adverse inference" jury instructions. Furthermore, intentional spoliation of evidence may carry criminal consequences pursuant to California Penal Code § 135.

We are investigating a potential representative action on behalf of MENZIES/ASI's current and former non-exempt employees in the State of California regarding, among other things, the following violations: failure to provide meal and rest periods to employees in violation of Labor Code §§ 226.7 and 512 and Wage Order No. 9-2001, §§ 11-12; failure to pay one additional hour of compensation at the employee's regular rate of compensation for each workday that a meal or rest period is not provided in violation of Labor Code § 226.7 and Wage Order No. 9-2001, §§ 11(B) and 12(B); failure to pay employees minimum wages for all hours worked in violation of Labor Code §§ 1194, 1197 and 1197.1 and Wage Order No. 9-2001, § 4; failure to pay employees overtime wages in violation of Labor Code §§ 510 and 1194 and Wage Order No. 9-2001, § 3; failure to timely pay employees all wages earned in violation of Labor Code § 204; willful failure to pay all wages due to discharged and quitting employees in violation of Labor Code §§ 201-203; failure to furnish accurate itemized wage statements to employees in violation of Labor Code § 226; failure to maintain required records pursuant to Labor Code §§ 226, 1174 and 1174.5 and Wage Order No. 9-2001, § 7; and unlawful deductions and withholdings from employees' wages in violation of Labor Code §§ 221, 223 and 224.

The allegations made by Mr. Lopez on behalf of himself and all other similarly-situated current and former non-exempt employees of MENZIES/ASI in the State of California during the four years preceding the date of this notice are based on the following facts and theories: meal periods were less than thirty minutes, late (first meal periods starting after the fifth hour of work and/or second meal periods starting after the tenth hour), not given at all (including second meal periods after ten hours of work), or interrupted; rest periods were less than ten minutes, not provided, interrupted, and/or late; employees were not provided one hour of pay for each workday a meal period was not provided; employees were not provided one hour of pay for each workday a rest break was not authorized and permitted; and employees were not paid proper minimum and overtime wages for all hours worked as required by California law.¹ Given the overtime, meal period and rest period violations and Lumber Liquidators' failure to compensate its employees fully, as set forth above, employees' wage statements were inaccurate and failed to comply with California law. In short, Lumber Liquidators' unlawful employment practices and policies have deprived its employees of earned wages and other compensation.

¹ "[T]he statement that defendant has not provided its employees with proper rest periods states both the facts and the theory." *Gutierrez v. California Commerce Club, Inc.* (2010) 187 Cal.App.4th 969, 979 n.5.

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Failure to Provide Meal Periods

Pursuant to Labor Code §§ 226.7 and 512 and Wage Order No. 9-2001, § 11, an employer is required to provide meal periods to its employees. An employer must provide a meal period to any employee who works a shift of more than five (5) hours and a second meal period to any employee who works a shift of more than ten (10) hours. Furthermore, an employer must pay one extra hour of compensation for each workday a meal period is not provided.

If an employee is not relieved of all duty during a meal period, the meal period shall be considered an “on duty” meal period and counted as time worked. A paid “on duty” meal period is permitted only when 1) the nature of the work prevents an employee from being relieved of all duty and 2) the parties have agreed in writing to on duty meal periods.

Mr. Lopez and other aggrieved employees are non-exempt employees and are entitled to the protections of California Labor Code §§ 226.7 and 512 and Wage Order No. 9-2001, § 11. MENZIES/ASI failed to provide its employees timely and uninterrupted thirty-minute meal breaks. In fact, Mr. Lopez’s and other aggrieved employees’ meal periods were short (less than thirty minutes), late (first meal periods after the fifth hour of work and second meal periods after the tenth hour), interrupted and/or missed. MENZIES/ASI consistently failed to provide Mr. Lopez and other aggrieved employees meal breaks because Mr. Lopez and other aggrieved employees were given too much work to perform to take meal breaks.

MENZIES/ASI further violated Labor Code § 226.7 and Wage Order No. 9-2001 by failing to compensate Mr. Lopez and other aggrieved employees who were not provided with meal periods in accordance with California law one additional hour of pay at each employee’s regular rate of compensation for each workday a meal period was not provided.

Failure to Authorize and Permit Rest Periods

Pursuant to Labor Code § 226.7 and Wage Order No. 9-2001, § 12, an employer is required to provide rest periods to its employees. An employer must provide a ten (10) minute rest period for every four (4) hours worked or major action thereof which insofar as practicable shall be in the middle of each work period. Furthermore, an employer must pay one extra hour of compensation for each workday a rest period is not authorized and permitted.

Mr. Lopez and other aggrieved employees were and are non-exempt employees and are entitled to the protections of Labor Code § 226.7 and Wage Order No. 9-2001. MENZIES/ASI failed to authorize and permit its employees to take required rest periods. Specifically, MENZIES/ASI maintained a policy or practice of not authorizing and permitting Mr. Lopez and other aggrieved employees to take one 10-minute rest break for shifts 3.5-6.0 hours, a second rest break for shifts greater than 6 hours and less than or equal to 10 hours, and a third rest break for shifts in excess of 10 hours. MENZIES/ASI consistently failed to authorize and permit Mr. Lopez and other similarly-situated individuals to take rest breaks because Mr. Lopez and other similarly-situated individuals were given too much work to perform to take rest breaks. When Mr. Lopez and other aggrieved employees were able to take rest breaks, MENZIES/ASI failed to authorized

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and permit Mr. Lopez and other aggrieved employees to take their rest breaks in the middle of each work period insofar as practicable.

MENZIES/ASI further violated Labor Code § 226.7 and Wage Order No. 9-2001, § 12 by failing to pay Mr. Lopez and other aggrieved employees one additional hour of pay at each employee's regular rate of compensation for each workday a rest period was not authorized and permitted.

Failure to Pay Minimum Wages

Pursuant to Labor Code §§ 1194 and 1197 and Wage Order No. 9-2001, § 4, payment to an employee of less than the applicable minimum wage for all hours worked in a payroll period is unlawful.

Mr. Lopez and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 1194 and 1197 and Wage Order No. 9-2001, § 4. MENZIES/ASI failed to pay Mr. Lopez and other aggrieved employees minimum wages for all hours worked by, among other things: requiring, suffering or permitting Mr. Lopez and other similarly-situated individuals to work off-the-clock; requiring, suffering or permitting Mr. Lopez and other aggrieved employees to work through their meal breaks but not compensating them for this time; illegally and inaccurately recording time worked by Mr. Lopez and other aggrieved employees; failing to properly maintain Mr. Lopez's and other aggrieved employees' records; failing to provide accurate itemized wage statements to Mr. Lopez and other aggrieved employees for each pay period; and other methods to be discovered.

MENZIES/ASI's conduct violates Labor Code §§ 1194 and 1197 and Wage Order No. 9-2001, § 4.

Failure to Pay Overtime Wages

Pursuant to California Labor Code §§ 510 and 1194 and Wage Order No. 9-2001, § 3, an employer must compensate its employees for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive work day, with double time for all hours worked in excess of eight (8) hours on the seventh day of any workweek, or after twelve (12) hours in any workday.

Mr. Lopez and other aggrieved employees are current and former non-exempt employees and are entitled to the protections of Labor Code §§ 510 and 1194 and Wage Order No. 9-2001. MENZIES/ASI failed to compensate Mr. Lopez and other aggrieved employees for all overtime hours worked as required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) times or double the regular rate of pay as provided by Labor Code §§ 510 and 1194 and Wage Order No. 9-2001, § 3; requiring, suffering or permitting Mr. Lopez and other aggrieved employees to work off-the-clock; requiring, suffering or permitting Mr. Lopez and other aggrieved employees to work through meal

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periods but not compensating them for this time; illegally and inaccurately recording time worked by Mr. Lopez and other aggrieved employees; failing to properly maintain Mr. Lopez's and other aggrieved employees' records through falsifying hours worked; failing to provide accurate itemized statements to Mr. Lopez and other aggrieved employees for each pay period; and other methods to be discovered.

In violation of California law, MENZIES/ASI has refused to perform its obligations to compensate Mr. Lopez and other aggrieved employees for all wages earned and all hours worked. MENZIES/ASI's conduct violates Labor Code §§ 510 and 1194 and Wage Order No. 9-2001, § 3.

Failure to Timely Pay All Wages Earned

Pursuant to Labor Code § 204, an employer must pay its employees at least twice a month for all wages earned during the preceding pay period. Labor Code § 204 provides that labor performed between the 1st and 15th days, inclusive, of any calendar month shall be paid for between the 16th and the 26th day of the month during which the labor was performed, and labor performed between the 16th and the last day, inclusive, of any calendar month, shall be paid for between the 1st and 10th day of the following month. An employer using an alternate payday schedule must pay wages within seven calendar days of the end of the payroll period in which the wages were earned.

MENZIES/ASI failed to pay Mr. Lopez and other aggrieved employees on their regularly scheduled payday for all work performed during the preceding pay period. Specifically, MENZIES/ASI required Mr. Lopez and other aggrieved employees to work off-the-clock without compensation and required Mr. Lopez and other aggrieved employees to work through required meal breaks without compensation. Additionally, MENZIES/ASI failed to pay Mr. Lopez and other aggrieved employees premium wages owed for each workday a meal period was not provided and each workday a rest period was not authorized and permitted.

MENZIES/ASI also failed to pay Mr. Lopez and other aggrieved employees for the overtime wages they earned in violation of Labor Code § 204. Labor Code § 204 requires an employer to pay overtime wages no later than the payday for the next regular payroll period following the payroll period in which the overtime wages were earned. MENZIES/ASI knew they were required to pay overtime wages, yet on many occasions failed to pay Mr. Lopez and other aggrieved employees overtime wages on any payday.

Failure to Pay All Wages Due Upon Separation

Pursuant to Labor Code § 201, 202 and 203, an employer is required to pay all earned and unpaid wages to an employee upon separation. Labor Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued and unpaid at the time of discharge are due and payable immediately. Pursuant to Labor Code § 202, an employer is required to pay all accrued wages due to an employee no later than 72 hours after the employee quits his or her employment, unless the employee provided 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.

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Labor Code § 203 provides that if an employer willfully fails to pay, in accordance with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the employer is liable for waiting time penalties in the form of continued compensation to the employee at the same rate for up to thirty (30) days.

MENZIES/ASI willfully failed to pay accrued wages and other compensation to Mr. Lopez and other aggrieved employees in accordance with Labor Code §§ 201 and 202. Because MENZIES/ASI required Mr. Lopez and other aggrieved employees to work off-the-clock without compensation and through required meal breaks without compensation and failed to pay Mr. Lopez and other aggrieved employees the premium wages for all meal periods which were not provided and all rest periods which were not authorized or permitted, MENZIES/ASI failed and continues to fail to pay the full earned and unpaid wages due to Mr. Lopez and other aggrieved employees upon separation.

Failure to Furnish Accurate Itemized Wage Statements

Labor Code § 226 requires every employer to furnish each of its employees an accurate itemized wage statement in writing showing (1) gross wages earned, (2) total hours worked by the employee, (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, (4) all deductions, (5) net wages earned, (6) the inclusive dates of the period for which the employee is paid, (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number, (8) the name and address of the legal entity that is the employer, 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.

MENZIES/ASI failed to provide Mr. Lopez and other aggrieved employees with timely and accurate itemized wage statements in writing showing each employee's gross wages earned, total hours worked, the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the employee is paid, the name and address of the legal entity or entities employing Mr. Lopez and other aggrieved employees, and all applicable hourly rates in effect during each pay period and the corresponding number of hours worked at each hourly rate, in violation of Labor Code § 226 and Wage Order No. 9-2001, § 7.

Specifically, MENZIES/ASI had knowledge it was not providing its employees with proper meal and rest breaks; nevertheless, MENZIES/ASI knowingly failed to include in the wage statements the extra hour of compensation owed for each workday a meal break was not provided and each workday a rest break was not authorized and permitted. As a result, Mr. Lopez and other aggrieved employees lost wages. In addition, MENZIES/ASI had knowledge it was requiring employees to work off-the-clock and was not properly compensating its employees for all hours worked, yet MENZIES/ASI knowingly failed to include this time worked in the wage statements. As a result, Mr. Lopez and other aggrieved employees lost wages. MENZIES/ASI also did not properly calculate the regular rate of pay of Mr. Lopez and other aggrieved employees. As a result,

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Mr. Lopez's and other aggrieved employees' wage statements did not include all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate.

Failure to Maintain Required Records

MENZIES/ASI failed to maintain records as required under Labor Code §§ 226 and 1174 and Wage Order No. 9-2001, § 7, including but not limited to the following records: total daily hours worked by each employee; applicable rates of pay; all deductions; meal periods; time records showing when each employee begins and ends each work period; and accurate itemized statements.

Specifically, MENZIES/ASI had knowledge it was not providing its employees with proper meal and rest breaks; nevertheless, MENZIES/ASI knowingly failed to include in the wage statements the extra hour of compensation owed for each workday a meal break was not provided and each workday a rest break was not authorized and permitted. In addition, MENZIES/ASI had knowledge it was requiring employees to work off-the-clock and was not properly compensating its employees for all hours worked, yet MENZIES/ASI knowingly failed to include this time worked in the regular rate of pay of aggrieved employees.

Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties

Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer. MENZIES/ASI failed to indemnify Mr. Lopez and other aggrieved employees for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of MENZIES/ASI, including but not limited to expenses for cell phones, uniforms, travel-related expenses, and other employment-related expenses, in violation of Labor Code § 2802.

This notice is hereby given to MENZIES/ASI and any and all related and/or alter ego companies, corporations, partnerships, and/or business entities, as well as against any and all officers, owners, directors, managers, managing agents, or entities who are or may be liable under California law for any of the violations alleged herein as to any locations or employees who worked at any time in the State of California.

This notice is made on behalf of all persons who are, were, or will be non-exempt employees of MENZIES/ASI, or any related or alter-ego company, corporation, partnership, and/or business entity at any time on or after a date four years prior to the date of this letter in the State of California.

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This notice shall be construed as extending without limitation to any past, present, future, or continuing violation of the Labor Code, the applicable IWC Wage Order, or any applicable regulation which might be discovered as a result of a reasonable and diligent investigation made pursuant to this notice.

This notice shall further represent Mr. Lopez's reasonable attempt to settle his dispute with MENZIES/ASI prior to litigation. Pursuant to *Graham v. DaimlerChrysler Corp.*, 34 Cal. 4th 553 (2004), this notice serves to apprise MENZIES/ASI of Mr. Lopez's aforementioned grievances and the proposed remedies as detailed below, while affording MENZIES/ASI reasonable opportunity to meet Mr. Lopez's demands.

Demand is hereby made that Employer shall agree, in writing received at this office no later than 30 calendar days from the postmark date of this notice, as follows:

1. MENZIES/ASI shall pay Mr. Lopez and all other similarly-situated persons employed by MENZIES/ASI at any time during the past 48 months back pay and compensation for the above-referenced violations.
2. MENZIES/ASI shall comply with all California labor laws and ensure that its non-exempt employees are paid proper overtime compensation and given required meal and rest periods.
3. MENZIES/ASI shall conduct a survey or interview all current and former non-exempt employees in California during the past 48 months to obtain information from them regarding the number of meal breaks which were not provided, the number of rest breaks which were not authorized and permitted, and the number of employees who were required to pay for cell phones, uniforms, travel-related expenses or other expenditures in the discharge of their duties, with the investigation to be completed within 60 days.
4. MENZIES/ASI shall pay each employee one hour of pay for each workday he or she was not authorized and permitted one or more rest periods, as required by Labor Code § 226.7. MENZIES/ASI also shall pay each employee one hour of pay for each workday he or she was not provided one or more and meal periods, as required by Labor Code § 226.7.
5. MENZIES/ASI shall reimburse those employees who were forced to pay for any business expenses incurred for Lumber Liquidators' benefit, including but not limited to cell phone, uniform, and travel-related expenses.
6. MENZIES/ASI shall pay waiting time penalties, equal to thirty days of pay, to each former employee who was not paid all wages due as described herein.
7. MENZIES/ASI shall pay accrued interest to all employees at the rate of ten percent per annum for said unpaid wages.

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8. MENZIES/ASI shall pay all penalties arising from the violations of the Labor Code and IWC Wage Order sections referenced above and pursuant to PAGA, Labor Code § 2698 *et seq.*, including but not limited to penalties under Labor Code §§ 206.5, 210, 225.5, 226.3, 558, 1174.5, 1182.12, 1197.1, 1198, 1199 and 2699 and Wage Order No. 9-2001, § 20.

If the Labor and Workforce Development Agency intends to investigate the allegations set forth herein, please notify this office of that decision by certified mail addressed to Matern Law Group, PC, 1230 Rosecrans Avenue, Suite 200, Manhattan Beach, California 90266. Additionally, please advise us if the Agency or MENZIES/ASI require additional information regarding Mr. Lopez's complaints.

Thank you for your prompt attention to this matter.

Very truly yours,

MATERN LAW GROUP, PC

A handwritten signature in blue ink, appearing to read 'Max Sloves', with a long horizontal flourish extending to the right.

Max Sloves, Esq.

MATERN LAW GROUP, PC
Matthew J. Matern (SBN 159798)
Email: mmatern@maternlawgroup.com
Tagore O. Subramaniam (SBN 280126)
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Manhattan Beach, California 90266
Telephone: (310) 531-1900
Facsimile: (310) 531-1901

Attorneys for Plaintiff DANNY LOPEZ
individually, and on behalf of other
aggrieved employees

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

DANNY LOPEZ, individually, and on behalf of
other aggrieved employees

Plaintiff,

vs.

AIRCRAFT SERVICE INTERNATIONAL,
INC., a corporation; AIR MENZIES
INTERNATIONAL (USA), INC., a corporation;
MENZIES AVIATION (USA), INC., a
corporation; and DOES 1 through 50, inclusive,

Defendants.

CASE NO.:

**COMPLAINT FOR VIOLATION OF
THE CALIFORNIA LABOR CODE
PRIVATE ATTORNEYS GENERAL
ACT OF 2004**

[California Labor Code § 2698, *et seq.*]

DEMAND FOR JURY TRIAL

1 PLAINTIFF DANNY LOPEZ (“PLAINTIFF”), individually and on behalf of all other
2 aggrieved employees, demanding a jury trial, hereby alleges as follows:

3 **INTRODUCTION**

4 1. PLAINTIFF brings this action on behalf of himself and all other aggrieved
5 employees of Defendants AIRCRAFT SERVICE INTERNATIONAL, INC., a corporation; AIR
6 MENZIES INTERNATIONAL (USA), INC., a corporation; MENZIES AVIATION (USA), INC., a
7 corporation; and DOES 1 through 50 inclusive, (collectively, “DEFENDANTS”) to recover
8 penalties arising from unpaid wages earned and due, including but not limited to unpaid and
9 illegally calculated overtime compensation, illegal meal and rest period policies, failure to pay all
10 wages due to discharged or quitting employees, failure to maintain required records, failure to
11 provide accurate itemized wage statements, failure to timely pay wages during employment,
12 failure to indemnify employees for necessary expenditures and/or losses incurred in discharging
13 their duties.

14 **JURISDICTION AND VENUE**

15 2. The Superior Court of the State of California has jurisdiction in this matter because
16 PLAINTIFF is a resident of the State of California and DEFENDANTS are citizens and residents
17 of, and/or regularly conduct business in California. Further, no federal question is at issue
18 because the claims are based solely on California law.

19 3. Venue is proper in this judicial district and the County of LOS ANGELES,
20 California because PLAINTIFF and other aggrieved employees performed work for
21 DEFENDANTS in the County of LOS ANGELES and many of DEFENDANTS’ unlawful
22 actions and omissions, as set forth herein, occurred in the County of LOS ANGELES.

23 **PARTIES**

24 4. PLAINTIFF DANNY LOPEZ is a resident of the State of California. At times
25 material to this complaint, PLAINTIFF was employed by DEFENDANTS as a non-exempt
26 employee within the State of California.

27 ///

28 ///

1 5. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
2 AIRCRAFT SERVICE INTERNATIONAL, INC. is, and at all times relevant hereto was, a
3 corporation authorized to conduct business in the State of California, and does conduct business
4 in the State of California. Specifically, upon information and belief, DEFENDANT AIRCRAFT
5 SERVICE INTERNATIONAL, INC., maintains offices and conducts business in the County of
6 LOS ANGELES, State of California.

7 6. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
8 AIR MENZIES INTERNATIONAL (USA), INC. is, and at all times relevant hereto was, a
9 corporation authorized to conduct business in the State of California, and does conduct business
10 in the State of California. Specifically, DEFENDANT AIR MENZIES INTERNATIONAL
11 (USA), INC. maintains offices and facilities and conducts business in, and engages in illegal
12 payroll practices or policies in, the County of LOS ANGELES, State of California.

13 7. PLAINTIFF is informed and believes, and thereon alleges, that DEFENDANT
14 MENZIES AVIATION (USA), INC. is, and at all times relevant hereto was, a corporation
15 authorized to conduct business in the State of California, and does conduct business in the State
16 of California. Specifically, upon information and belief, DEFENDANT MENZIES AVIATION
17 (USA), INC., maintains offices and conducts business in the County of LOS ANGELES, State of
18 California.

19 8. The true names and capacities of DOES 1 through 50, inclusive, are unknown to
20 PLAINTIFF at this time, and PLAINTIFF therefore sues such defendants under fictitious names.
21 PLAINTIFF is informed and believes, and thereon alleges, that each defendant designated as a
22 DOE is in some manner highly responsible for the occurrences alleged herein, and that
23 PLAINTIFF and other aggrieved employees' injuries and damages, as alleged herein, were
24 proximately caused by the conduct of such DOE defendants. PLAINTIFF will seek leave of the
25 court to amend this complaint to allege the true names and capacities of such DOE defendants
26 when ascertained.

27 9. At all relevant times herein, DEFENDANTS were the joint employers of
28 PLAINTIFF and other aggrieved employees. PLAINTIFF is informed and believes, and thereon

1 alleges, that at all times material to this complaint DEFENDANTS were the alter egos, divisions,
2 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
3 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
4 ostensible, of each other. Each defendant was completely dominated by his, her, or its co-
5 defendant, and each was the alter ego of the other.

6 10. At all relevant times herein, PLAINTIFF and other aggrieved employees were
7 employed by DEFENDANTS under employment agreements that were partly written, partly oral,
8 and partly implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and
9 each of them, acted pursuant to, and in furtherance of, their policies and practices of not paying
10 PLAINTIFF and other aggrieved employees all wages earned and due, through methods and
11 schemes which include, but are not limited to, failing to pay overtime premiums; failing to
12 provide rest and meal periods; failing to properly maintain records; failing to provide accurate
13 itemized statements for each pay period; failing to timely pay wages during employment; failing
14 to properly compensate PLAINTIFF and other aggrieved employees for necessary expenditures;
15 and requiring, permitting or suffering the employees to work off the clock, in violation of the
16 California Labor Code ("Labor Code") and the applicable Industrial Welfare Commission
17 ("IWC") Wage Order.

18 11. PLAINTIFF is informed and believes, and thereon alleges, that each and every one
19 of the acts and omissions alleged herein were performed by, and/or attributable to, all
20 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
21 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
22 and scope of said agency, employment and/or direction and control.

23 **PAGA REPRESENTATIVE ACTION ALLEGATIONS**

24 12. Pursuant to the California Private Attorneys General Act of 2004 ("PAGA"),
25 Labor Code §§ 2698-2699.5, PLAINTIFF brings this action on behalf of himself and all current
26 and former non-exempt aggrieved employees of DEFENDANTS in the State of California at any
27 time within the period beginning one (1) year and sixty five (65) days prior to the filing of this
28 action, and ending at the time this action settles or proceeds to final judgment ("PENALTY

1 PERIOD”).

2 13. Pursuant to Labor Code § 2699.3, PLAINTIFF gave written notice on September
3 20, 2018 by online submission to the California Labor and Workforce Development Agency
4 (“LWDA”) and by certified mail to DEFENDANTS of the specific provisions of the Labor Code
5 and IWC Wage Orders alleged to have been violated, including the facts and theories to support
6 the alleged violations. PLAINTIFF has not received any response from the LWDA. As
7 PLAINTIFF has waited more than sixty-five (65) days from the September 20, 2018 date of
8 PLAINTIFF’S written notice before filing this action, PLAINTIFF has complied with all of the
9 requirements set forth in Labor Code § 2699.3 to commence a representative action under PAGA.

10 **FACTUAL ALLEGATIONS**

11 **Failure to Provide Required Meal Periods**

12 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 9-2001, § 11]**

13 14. During the PENALTY PERIOD, as part of DEFENDANTS’ illegal policies and
14 practices to deprive their current and former non-exempt employees all wages earned and due,
15 DEFENDANTS required, suffered or permitted PLAINTIFF and other aggrieved employees to
16 take less than the 30-minute meal period, or to work through them, and have failed to otherwise
17 provide the required meal periods to PLAINTIFF and other aggrieved employees pursuant to
18 Labor Code §§ 226.7 and 512 and IWC Order No. 9-2001, § 11.

19 15. DEFENDANTS further violated Labor Code §§ 226.7 and 512 and IWC Wage
20 Order No. 9-2001, § 11 by failing to compensate PLAINTIFF and other aggrieved employees
21 who were not provided with a meal period, in accordance with the applicable IWC Wage Order,
22 one additional hour of compensation at each employee’s regular rate of pay for each workday that
23 a meal period was not provided.

24 **Failure to Provide Required Rest Periods**

25 **[Cal. Labor Code §§ 226.7; IWC Wage Order No. 9-2001, § 12]**

26 16. At all times relevant herein, as part of DEFENDANTS’ illegal policies and
27 practices to deprive their current and former non-exempt employees all wages earned and due,
28 DEFENDANTS failed to provide rest periods to PLAINTIFF and other aggrieved employees as

1 required under Labor Code § 226.7, and IWC Wage Order No. 9-2001, § 12.

2 17. DEFENDANTS further violated Labor Code § 226.7 and IWC Wage Order No. 9-
3 2001, § 12 by failing to pay PLAINTIFF and other aggrieved employees who were not provided
4 with a rest period, in accordance with the applicable IWC Wage Order, one additional hour of
5 compensation at each employee's regular rate of pay for each workday that a rest period was not
6 provided.

7 **Failure to Pay Overtime Wages**

8 **[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 9-2001, § 3]**

9 18. Pursuant to Labor Code §§ 510 and 1194 and IWC Wage Order No. 9-2001, § 3,
10 DEFENDANTS are required to compensate PLAINTIFF and other aggrieved employees for all
11 overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours
12 worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first
13 eight (8) hours on the seventh consecutive workday, with double time for all hours worked in
14 excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours
15 on the seventh consecutive day of work in any workweek.

16 19. PLAINTIFF and other aggrieved employees are current and former non-exempt
17 employees of DEFENDANTS entitled to the protections of Labor Code §§ 510 and 1194 and
18 IWC Wage Order No. 9-2001. During the PENALTY PERIOD, DEFENDANTS failed to
19 compensate PLAINTIFF and other aggrieved employees for all overtime hours worked as
20 required under the foregoing provisions of the Labor Code and IWC Wage Order by, among other
21 things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as
22 provided by Labor Code §§ 510, 1194, and IWC Wage Order No. 9-2001, § 3; requiring,
23 suffering or permitting PLAINTIFF and other aggrieved employees to work off the clock;
24 requiring, permitting or suffering PLAINTIFF and other aggrieved employees to work through
25 meal breaks; illegally and inaccurately recording time in which PLAINTIFF and other aggrieved
26 employees worked; failing to properly maintain PLAINTIFF'S and other aggrieved employees'
27 records; failing to provide accurate itemized wage statements to PLAINTIFF and other aggrieved
28 employees for each pay period; and other methods to be discovered.

1 20. DEFENDANTS have knowingly and willfully refused to perform their obligations
2 to compensate PLAINTIFF and other aggrieved employees for all wages earned and all hours
3 worked in violation of Labor Code §§ 510, 1194 and 1198 and IWC Wage Order No. 9-2001, § 3.

4 **Failure to Pay Minimum Wages**

5 **[Cal Labor Code §§ 1194, 1197; IWC Wage Order No. 9-2001, § 4]**

6 21. Pursuant to California Labor Code §§ 1194 and 1197 and IWC Wage Order No. 9-
7 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
8 worked in a payroll period is unlawful.

9 22. During the PENALTY PERIOD and in violation of California Labor Code §§ 1194
10 and 1197 and IWC Wage Order No. 9-2001, § 4, DEFENDANTS failed to pay PLAINTIFF and
11 other aggrieved employees the applicable minimum wages for all hours worked in a payroll
12 period by, among other things: requiring, suffering or permitting PLAINTIFF and other aggrieved
13 employees to work off the clock; requiring, suffering or permitting PLAINTIFF and other
14 aggrieved employees to work through meal breaks; illegally and inaccurately recording time in
15 which PLAINTIFF and other aggrieved employees worked; failing to properly maintain
16 PLAINTIFF's and other aggrieved employees' records; failing to provide accurate itemized wage
17 statements to PLAINTIFF and other aggrieved employees for each pay period; and other methods
18 to be discovered.

19 **Failure to Timely Pay Wages During Employment**

20 **[Cal. Labor Code § 204]**

21 23. Pursuant to California Labor Code § 204, for all labor performed between the 1st
22 and 15th days of any calendar month, DEFENDANTS are required to pay their nonexempt
23 employees between the 16th and 26th day of the month during which the labor was performed.
24 California Labor Code § 204 also provides that for all labor performed between the 16th and 26th
25 days of any calendar month, DEFENDANTS are required to pay their nonexempt employees
26 between the 1st and 10th day of the following calendar month. In addition, California Labor
27 Code § 204 provides that all wages earned for labor in excess of the normal work period shall be
28 paid no later than the payday of the next regular payroll period.

1 24. During the PENALTY PERIOD, DEFENDANTS knowingly and willfully failed
2 to timely pay PLAINTIFF and other aggrieved employees all the wages for labor performed by
3 the next regular payroll period as required by California Labor Code § 204.

4 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

5 **[Cal. Labor Code §§ 201, 202, 203]**

6 25. Pursuant to Labor Code § 201, 202 and 203, DEFENDANTS are required to pay
7 all earned and unpaid wages to an employee who is discharged. Labor Code § 201 mandates that
8 if an employer discharges an employee, the employee's wages accrued and unpaid at the time of
9 discharge are due and payable immediately.

10 26. Furthermore, pursuant to Labor Code § 202, DEFENDANTS are required to pay
11 all accrued wages due to an employee no later than 72 hours after the employee quits his or her
12 employment, unless the employee provided 72 hours previous notice of his or her intention to
13 quit, in which case the employee is entitled to his or wages at the time of quitting.

14 27. Labor Code § 203 provides that if an employer willfully fails to pay, in accordance
15 with Labor Code §§ 201 and 202, any wages of an employee who is discharged or who quits, the
16 employer is liable for waiting time penalties in the form of continued compensation to the
17 employee at the same rate for up to 30 workdays.

18 28. During the PENALTY PERIOD and in violation of Labor Code §§ 201 and 202,
19 DEFENDANTS willfully failed to timely pay accrued wages and other compensation to
20 PLAINTIFF and other aggrieved employees who were discharged or quit his or her employment.

21 **Failure to Maintain Required Records**

22 **[Cal. Labor Code §§ 226(a), 1174(d); IWC Wage Order No. 9-2001, § 7]**

23 29. During the PENALTY PERIOD, as part of DEFENDANTS' illegal payroll
24 policies and practices to deprive PLAINTIFF and other aggrieved employees of all wages earned
25 and due, DEFENDANTS knowingly and intentionally failed to maintain records as required
26 under Labor Code §§ 226(a) and 1174(d) and IWC Wage Order No. 9-2001, § 7, including but
27 not limited to the following records: total daily hours worked by each employee; applicable rates
28 of pay; all deductions; meal periods; time records showing when each employee begins and ends

1 each work period; and accurate itemized statements.

2 **Failure to Furnish Accurate Itemized Wage Statements**

3 **[Cal. Labor Code § 226(a); IWC Wage Order No. 9-2001, § 7]**

4 30. During the PENALTY PERIOD, DEFENDANTS routinely failed and continue to
5 fail to provide PLAINTIFF and other aggrieved employees with timely and accurate itemized
6 wage statements in writing showing each employee's gross wages earned, total hours worked, the
7 number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-
8 rate basis, all deductions made, net wages earned, the inclusive dates of the period for which the
9 employee is paid, the name of the employee and only the last four digits of his or her social
10 security number or employee identification number, the name and address of the legal entity or
11 entities employing PLAINTIFF and other aggrieved employees, and all applicable hourly rates in
12 effect during each pay period and the corresponding number of hours worked at each hourly rate,
13 in violation of California Labor Code § 226(a) and IWC Wage Order No. 9-2001 § 7.

14 31. During the PENALTY PERIOD, DEFENDANTS knowingly and intentionally
15 failed to provide PLAINTIFF and other aggrieved employees with timely and accurate itemized
16 wage statements in accordance with Labor Code § 226(a).

17 32. During the PENALTY PERIOD, PLAINTIFF and other aggrieved employees
18 suffered injury as a result of DEFENDANTS' failure to provide timely and accurate itemized
19 wage statements as PLAINTIFF and other aggrieved employees could not promptly and easily
20 determine from the wage statement alone one or more of the following: the gross wages earned,
21 the total hours worked, all deductions made, the net wages earned, the name and address of the
22 legal entity or entities employing PLAINTIFF and other aggrieved employees, and/or all
23 applicable hourly rates in effect during each pay period and the corresponding number of hours
24 worked at each hourly rate.

25 **Failure to Indemnify for Necessary Expenditures Incurred in Discharge of Duties**

26 **[Cal. Labor Code § 2802]**

27 33. Labor Code § 2802(a) requires an employer to indemnify an employee for all
28 necessary expenditures or losses incurred by the employee in direct consequence of the discharge

1 of his or her duties, or of his or her obedience to the directions of the employer.

2 34. During the PENALTY PERIOD, DEFENDANTS failed to indemnify PLAINTIFF
3 and other aggrieved employees for all business expenses and/or losses incurred in direct
4 consequence of the discharge of their duties while working under the direction of
5 DEFENDANTS, in violation of Labor Code § 2802.

6 **FIRST CAUSE OF ACTION**

7 **VIOLATION OF THE PRIVATE ATTORNEYS GENERAL ACT**

8 **[Cal. Labor Code § 2698, *et seq.*]**

9 **(Against All DEFENDANTS)**

10 35. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
11 allegations in paragraphs 1 through 33.

12 36. PLAINTIFF is an “aggrieved employee” within the meaning of Labor Code
13 § 2699(c), and a proper representative to bring a civil action on behalf of himself and other
14 current and former non-exempt employees of DEFENDANTS pursuant to the procedures
15 specified in Labor Code § 2699.3, because PLAINTIFF is employed by DEFENDANTS and one
16 or more of the alleged Labor Code violations was committed against PLAINTIFF during the
17 PENALTY PERIOD.

18 37. PLAINTIFF seeks to recover civil penalties through a representative action
19 permitted by PAGA and the California Supreme Court in *Arias v. Superior Court* (2009) 46
20 Cal.4th 969. Thus, class certification is not required.

21 38. Pursuant to Labor Code §§ 2698-2699.5, PLAINTIFF seeks to recover civil
22 penalties from DEFENDANTS in a representative action for the violations set forth above,
23 including but not limited to violations of Labor Code §§ 201, 202, 203, 204, 226(a), 226.7, 510,
24 512, 1174(d), 1194, 1197, 1198, and 2802.

25 39. Pursuant to Labor Code § 2699(a), PLAINTIFF seeks civil penalties for
26 DEFENDANTS’ violations of Labor Code provisions for which a civil penalty is specifically
27 provided, including but not limited to the following:

28 a. Pursuant to Labor Code § 210, for violations of Labor Code § 204,

1 DEFENDANTS are subject to a civil penalty in the amount of one hundred
2 dollars (\$100) for the initial violation for each failure to pay each employee
3 and two hundred dollars (\$200) per employee for violations in subsequent
4 pay periods.

5 b. Pursuant to Labor Code § 226.3, for violations of Labor Code § 226(a),
6 DEFENDANTS are subject to a civil penalty in the amount of two hundred
7 and fifty dollars (\$250) per aggrieved employee for the initial pay period
8 where a violation occurs and one thousand dollars (\$1,000) per aggrieved
9 employee for violations in subsequent pay periods.

10 c. Pursuant to Labor Code § 558(a), “[a]ny employer or other person acting
11 on behalf of an employer who violates, or causes to be violated, a section
12 of this chapter or any provision regulating hours and days of work in any
13 order of the Industrial Welfare Commission,” including Labor Code §§ 510
14 and 512, shall be subject to a civil penalty, in addition to any other penalty
15 provided by law, of fifty dollars (\$50) for initial violations for each
16 underpaid employee for each pay period for which the employee was
17 underpaid and one hundred dollars (\$100) for each subsequent violation for
18 each underpaid employee for each pay period for which the employee was
19 underpaid. In addition, PLAINTIFF seeks civil penalties in the amount
20 sufficient to recover unpaid wages owed to aggrieved employees pursuant
21 to Labor Code § 558(a).

22 d. Pursuant to Labor Code § 1174.5, for violations of Labor Code § 1174(d),
23 DEFENDANTS are subject to a civil penalty of five hundred dollars
24 (\$500).

25 e. Pursuant to Labor Code § 1197.1, an employer who pays or causes to be
26 paid to any employee a wage less than the minimum fixed by an order of
27 the commission, shall be subject to a civil penalty as follows: for any initial
28 violation that is intentionally committed, one hundred dollars (\$100) for

1 each underpaid employee for each pay period for which the employee is
2 underpaid; and for each subsequent violation of the same offense, two
3 hundred fifty dollars (\$250) for each underpaid employee for each pay
4 period for which the employee is underpaid regardless of whether the
5 initial violation was intentionally committed.

6 40. Labor Code § 2699(f) provides that for all Labor Code violations for which a civil
7 penalty is not specifically provided, the following civil penalties are established: one hundred
8 dollars (\$100) for each aggrieved employee per pay period for the initial violation and two
9 hundred dollars (\$200) for each aggrieved employee per pay period for each subsequent violation.
10 PLAINTIFF seeks such civil penalties under Labor Code § 2699(f) for DEFENDANTS'
11 violations of Labor Code provisions for which a civil penalty is not specifically provided,
12 including but not limited to Labor Code §§ 201, 202, 203, 226.7, 1194, 1197, 1198, and 2802.

13 41. PLAINTIFF additionally seeks reasonable attorney's fees and costs pursuant to
14 Labor Code § 2699(g)(1).

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1. For civil penalties according to proof, including but not limited to the amount of any unpaid wages of PLAINTIFF and other aggrieved employees and all penalties authorized by the Labor Code §§ 210, 226.3, 558, 1174.5, 1197.1, and 2699(a) and (f);
2. For interest at the legal rate pursuant to Labor Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable provision providing for pre-judgment interest;
3. For reasonable attorney's fees and costs pursuant to Labor Code § 2699(g) and/or any other applicable provisions providing for attorney's fees and costs; and
4. For such further relief that the Court may deem just and proper.

Respectfully submitted,

MATERN LAW GROUP, PC

By: _____

Matthew J. Matern
Tagore O. Subramaniam
Max N. Sloves
Attorneys for Plaintiff DANNY LOPEZ
individually, and on behalf of other
aggrieved employees

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DEMAND FOR JURY TRIAL

PLAINTIFF hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: February 11, 2021

Respectfully submitted,

MATERN LAW GROUP, PC

By:

Matthew J. Matern
Tagore O. Subramaniam
Max N. Sloves
Attorneys for Plaintiff DANNY LOPEZ
individually, and on behalf of other
aggrieved employees

EXHIBIT B

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12 Attorneys for Plaintiff
13 LEWIS RENTERIA, individually and on
14 behalf of all others similarly situated

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF SAN DIEGO

LEWIS RENTERIA, an individual, on behalf
of himself and all others similarly situated,

Plaintiff,

vs.

AIRCRAFT SERVICE INTERNATIONAL,
INC., a Delaware corporation; MENZIES
AVIATION (USA) INC., a Delaware
corporation; and DOES 1 through 50,
inclusive,

Defendants.

ELECTRONICALLY FILED
Superior Court of California,
County of San Diego
4/7/2025 5:29:24 PM

Clerk of the Superior Court
By G. Escorcía ,Deputy Clerk

CASE NO.: 25CU019342C

CLASS ACTION

COMPLAINT FOR:

1. Failure to Provide Required Meal Periods
2. Failure to Provide Required Rest Periods
3. Failure to Pay Overtime Wages
4. Failure to Pay Minimum Wages
5. Failure to Pay All Wages Due to
Discharged and Quitting Employees
6. Failure to Furnish Accurate Itemized
Wage Statements
7. Failure to Indemnify Employees for
Necessary Expenditures Incurred in
Discharge of Duties
8. Unfair and Unlawful Business Practices

DEMAND FOR JURY TRIAL

1 Plaintiff LEWIS RENTERIA (“PLAINTIFF”) an individual, demanding a jury trial, on
2 behalf of himself and all other persons similarly situated, hereby alleges as follows:

3 **JURISDICTION AND VENUE**

4 1. The Superior Court of the State of California has jurisdiction in this matter because
5 PLAINTIFF is a resident of the State of California, and Defendants AIRCRAFT SERVICE
6 INTERNATIONAL, INC., a Delaware corporation; MENZIES AVIATION (USA) INC., a,
7 Delaware corporation; and DOES 1 through 50 inclusive (collectively “DEFENDANTS”), are
8 qualified to do business in California and regularly conduct business in California. Further, no
9 federal question is at issue because the claims are based solely on California law.

10 2. Venue is proper in this judicial district and the County of San Diego, California
11 because PLAINTIFF, and other persons similarly situated, performed work for DEFENDANTS
12 in the County of San Diego, DEFENDANTS maintain offices and facilities and transact business
13 in the County of San Diego, and because DEFENDANTS’ illegal payroll policies and practices
14 which are the subject of this action were applied, at least in part, to PLAINTIFF, and other
15 persons similarly situated, in the County of San Diego.

16 **PLAINTIFF**

17 3. PLAINTIFF is a male resident and citizen of the State of California and an
18 employee of DEFENDANTS at times material to this complaint and within the relevant statutory
19 period.

20 4. PLAINTIFF, on behalf of himself and all other current and former non-exempt
21 employees of DEFENDANTS in the State of California at any time from February 9, 2024 to the
22 present, and continuing while this action is pending, brings this class action to recover, among
23 other things, wages and penalties from unpaid wages earned and due, including but not limited to
24 unpaid minimum wages, unpaid and illegally calculated overtime compensation, unpaid meal and
25 rest period premiums, failure to pay all wages due to discharged and quitting employees, failure
26 to indemnify employees for necessary expenditures and/or losses incurred in discharging their
27 duties, failure to provide accurate itemized wage statements, and interest, attorneys’ fees, costs,
28 and expenses.

5. PLAINTIFF brings this action on behalf of himself and the following similarly situated class of individuals (“CLASS MEMBERS”): all current and former non-exempt employees of DEFENDANTS in the State of California at any time within the period beginning February 9, 2024 (one day after the certified class period in *Amaya v. Menzies Aviation (USA) Inc.*, United States District Court for the Central District of California, Case No. 2:22-cv-05915-HDV-MAR) and ending at the time this action settles or is certified as a class action (the “CLASS PERIOD”). PLAINTIFF reserves the right to name additional class representatives.

DEFENDANTS

6. PLAINTIFF is informed and believes, and thereon alleges, that Defendant AIRCRAFT SERVICE INTERNATIONAL, INC. is, and at all times relevant hereto was, a Delaware corporation organized and existing under the laws of the State of California. PLAINTIFF is further informed and believes, and thereon alleges, that Defendant AIRCRAFT SERVICE INTERNATIONAL, INC. is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, Defendant AIRCRAFT SERVICE INTERNATIONAL, INC. maintains offices and facilities and conducts business in, and engages in illegal payroll practices or policies in, the County of San Diego, California.

7. PLAINTIFF is informed and believes, and thereon alleges, that Defendant MENZIES AVIATION (USA) INC. is, and at all times relevant hereto was, a Delaware corporation organized and existing under the laws of the State of California. PLAINTIFF is further informed and believes, and thereon alleges, that Defendant MENZIES AVIATION (USA) INC. is authorized to conduct business in the State of California, and does conduct business in the State of California. Specifically, Defendant MENZIES AVIATION (USA) INC. maintains offices and facilities and conducts business in, and engages in illegal payroll practices or policies in, the County of San Diego, California.

8. The true names and capacities of DOES 1 through 50, inclusive, are unknown to PLAINTIFF at this time, and PLAINTIFF therefore sues such DOE Defendants under fictitious names. PLAINTIFF is informed and believes, and thereon alleges, that each Defendant

1 designated as a DOE is in some manner highly responsible for the occurrences alleged herein, and
2 that PLAINTIFF and CLASS MEMBERS' injuries and damages, as alleged herein, were
3 proximately caused by the conduct of such DOE Defendants. PLAINTIFF will seek leave of the
4 court to amend this Complaint to allege their true names and capacities of such DOE Defendants
5 when ascertained.

6 9. At all relevant times herein, DEFENDANTS were the joint employers of
7 PLAINTIFF and CLASS MEMBERS. PLAINTIFF is informed and believes, and thereon allege,
8 that at all times material to this complaint DEFENDANTS were the alter egos, divisions,
9 affiliates, integrated enterprises, joint employers, subsidiaries, parents, principals, related entities,
10 co-conspirators, authorized agents, partners, joint venturers, and/or guarantors, actual or
11 ostensible, of each other. Each Defendant was completely dominated by his, her or its co-
12 Defendant, and each was the alter ego of the other.

13 10. At all relevant times herein, PLAINTIFF and CLASS MEMBERS were employed
14 by DEFENDANTS under employment agreements that were partly written, partly oral, and partly
15 implied. In perpetrating the acts and omissions alleged herein, DEFENDANTS, and each of them,
16 acted pursuant to, and in furtherance of, their policies and practices of not paying PLAINTIFF
17 and CLASS MEMBERS all wages earned and due, through methods and schemes which include,
18 but are not limited to, failing to pay overtime premiums; failing to provide rest and meal periods;
19 failing to provide accurate itemized statements for each pay period; failing to properly
20 compensate PLAINTIFF and CLASS MEMBERS for necessary expenditures; and requiring,
21 permitting or suffering the employees to work off the clock, in violation of the California Labor
22 Code and the applicable Welfare Commission ("IWC") Orders.

23 11. PLAINTIFF is informed and believes, and thereon allege, that each and every one
24 of the acts and omissions alleged herein were performed by, and/or attributable to, all
25 DEFENDANTS, each acting as agents and/or employees, and/or under the direction and control
26 of, each of the other DEFENDANTS, and that said acts and failures to act were within the course
27 and scope of said agency, employment and/or direction and control.

28 12. As a direct and proximate result of the unlawful actions of DEFENDANTS,

1 PLAINTIFF and CLASS MEMBERS have suffered, and continue to suffer, from loss of earnings
2 in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this
3 Court.

4 **CLASS ACTION ALLEGATIONS**

5 13. This action is appropriately suited for a class action because:

6 a. The potential class is a significant number. Joinder of all current and
7 former non-exempt employees individually would be impractical.

8 b. This action involves common questions of law and fact to the potential
9 class because the action focuses on DEFENDANTS' systematic course of illegal payroll practices
10 and policies, which was applied to all non-exempt employees in violation of the Labor Code, the
11 applicable IWC wage order, and the Business and Professions Code which prohibits unfair
12 business practices arising from such violations.

13 c. The claims of PLAINTIFF are typical of the class because DEFENDANTS
14 subjected all non-exempt employees in California to identical violations of the Labor Code, the
15 applicable IWC wage order, and the Business and Professions Code.

16 d. PLAINTIFF is able to fairly and adequately protect the interests of all
17 members of the class because it is in her best interests to prosecute the claims alleged herein to
18 obtain full compensation due to them for all services rendered and hours worked.

19 **FIRST CAUSE OF ACTION**

20 **Failure to Provide Required Meal Periods**

21 **[Cal. Labor Code §§ 226.7, 510, 512, 1194, 1197; IWC Wage Order No. 9-2001, § 11]**

22 **(Against all DEFENDANTS)**

23 14. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
24 allegations in the foregoing paragraphs.

25 15. During the CLASS PERIOD, as part of DEFENDANTS' illegal payroll policies
26 and practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
27 required, permitted, or otherwise suffered PLAINTIFF and CLASS MEMBERS to take less than
28 the 30-minute meal period, or to work through them, and have failed to otherwise provide the

1 required meal periods to PLAINTIFF and CLASS MEMBERS pursuant to California Labor Code
2 § 226.7, 512 and IWC Order No. 9-2001, § 11.

3 16. DEFENDANTS further violated California Labor Code §§ 226.7 and IWC Wage
4 Order No. 9-2001, § 11 by failing to compensate PLAINTIFF and CLASS MEMBERS who were
5 not provided with a meal period, in accordance with the applicable wage order, one additional
6 hour of compensation at each employee's regular rate of pay for each workday that a meal period
7 was not provided.

8 17. DEFENDANTS further violated California Labor Code §§ 226.7, 510, 1194,
9 1197, and IWC Wage Order No. 9-2001 by failing to compensate PLAINTIFF and CLASS
10 MEMBERS for all hours worked during their meal periods.

11 18. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS
12 MEMBERS have been damaged in an amount according to proof at trial, and seek all wages
13 earned and due, interest, penalties, expenses, and costs of suit.

14 **SECOND CAUSE OF ACTION**

15 **Failure to Provide Required Rest Periods**

16 **[Cal. Labor Code §§ 226.7, 512; IWC Wage Order No. 9-2001, § 12]**

17 **(Against all DEFENDANTS)**

18 19. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
19 allegations in the foregoing paragraphs.

20 20. At all times relevant herein, as part of DEFENDANTS' illegal payroll policies and
21 practices to deprive their non-exempt employees all wages earned and due, DEFENDANTS
22 failed to provide rest periods to PLAINTIFF and CLASS MEMBERS as required under
23 California Labor Code §§ 226.7 and 512, and IWC Wage Order No. 9-2001, § 12.

24 21. DEFENDANTS further violated California Labor Code § 226.7 and IWC Wage
25 Order No. 9-2001, § 12 by failing to pay PLAINTIFF and CLASS MEMBERS who were not
26 provided with a rest period, in accordance with the applicable wage order, one additional hour of
27 compensation at each employee's regular rate of pay for each workday that a rest period was not
28 provided.

22. As a proximate result of the aforementioned violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at trial, and seek all wages earned and due, interest, penalties, expenses, and costs of suit.

THIRD CAUSE OF ACTION

Failure to Pay Overtime Wages

[Cal. Labor Code §§ 510, 1194, 1198; IWC Wage Order No. 9-2001, § 3]

(Against all DEFENDANTS)

23. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the allegations in the foregoing paragraphs.

24. Pursuant to California Labor Code §§ 510, 1194, and IWC Wage Order No. 9-2001, § 3, DEFENDANTS are required to compensate PLAINTIFF and CLASS MEMBERS for all overtime, which is calculated at one and one-half (1 ½) times the regular rate of pay for all hours worked in excess of eight (8) hours per day and/or forty (40) hours per week, and for the first eight (8) hours on the seventh consecutive workday, with double time for all hours worked in excess of twelve (12) hours in any workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day of work in any workweek.

25. PLAINTIFF and CLASS MEMBERS are current and former non-exempt employees entitled to the protections of California Labor Code §§ 510, 1194, and IWC Wage Order No. 9-2001. During the CLASS PERIOD, DEFENDANTS failed to compensate PLAINTIFF and CLASS MEMBERS for all overtime hours worked as required under the foregoing provisions of the California Labor Code and IWC Wage Order by, among other things: failing to pay overtime at one and one-half (1 ½) or double the regular rate of pay as provided by California Labor Code §§ 510, 1194, and IWC Wage Order No. 9-2001, § 3; failing to include all remuneration in the calculation of the regular rate of pay for overtime purposes; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring, permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS worked; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic

1 underpayment of overtime wages to PLAINTIFF and CLASS MEMBERS; failing to provide
2 accurate itemized wage statements to PLAINTIFF for each pay period; and other methods to be
3 discovered.

4 26. In violation of California law, DEFENDANTS have knowingly and willfully
5 refused to perform their obligations to compensate PLAINTIFF and CLASS MEMBERS for all
6 wages earned and all hours worked. As a proximate result, PLAINTIFF and CLASS MEMBERS
7 have suffered, and continue to suffer, substantial losses related to the use and enjoyment of such
8 wages, lost interest on such wages, and expenses and attorneys' fees in seeking to compel
9 DEFENDANTS to fully perform their obligations under state law, all to their respective damages
10 in amounts according to proof at time of trial, and within the jurisdiction of this Court.

11 27. DEFENDANTS' conduct described herein violates California Labor Code §§ 510,
12 1194, 1198 and IWC Wage Order No. 9-2001, § 3. Therefore, pursuant to California Labor Code
13 §§ 200, 203, 226, 558, 1194, 1197.1, and other applicable provisions under the California Labor
14 Code and IWC Wage Orders, PLAINTIFF and CLASS MEMBERS are entitled to recover the
15 unpaid balance of wages owed to them by DEFENDANTS, plus interest, penalties, attorneys'
16 fees, expenses, and costs of suit.

17 **FOURTH CAUSE OF ACTION**

18 **Failure to Pay Minimum Wages**

19 **[Cal. Labor Code §§ 1194, 1197; IWC Wage Order No. 9-2001, § 4]**

20 **(Against all DEFENDANTS)**

21 28. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
22 allegations in the foregoing paragraphs.

23 29. Pursuant to California Labor Code §§ 1194, 1197, and IWC Wage Order No. 9-
24 2001, § 4, payment to an employee of less than the applicable minimum wage for all hours
25 worked in a payroll period is unlawful.

26 30. During the CLASS PERIOD, DEFENDANTS failed to pay PLAINTIFF and
27 CLASS MEMBERS minimum wages for all hours worked by, among other things: requiring,
28 permitting or suffering PLAINTIFF and CLASS MEMBERS to work off the clock; requiring,

1 permitting or suffering PLAINTIFF and CLASS MEMBERS to work through meal and rest
2 breaks; illegally and inaccurately recording time in which PLAINTIFF and CLASS MEMBERS
3 worked; enforcing an unlawful rounding policy resulting, in practice over time, in the systematic
4 underpayment of wages to PLAINTIFF and CLASS MEMBERS; failing to provide accurate
5 itemized wage statements to PLAINTIFF and CLASS MEMBERS for each pay period; and other
6 methods to be discovered.

7 31. DEFENDANTS' conduct described herein violates California Labor Code §§
8 1194, 1197, and IWC Wage Order No. 9-2001, § 4. As a proximate result of the aforementioned
9 violations, PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to
10 proof at trial. Therefore, pursuant to California Labor Code §§ 200, 203, 226, 558, 1194, 1197.1,
11 and other applicable provisions under the Labor Code and IWC Wage Orders, PLAINTIFF and
12 CLASS MEMBERS are entitled to recover the unpaid balance of wages owed to them by
13 DEFENDANTS, plus interest, penalties, attorneys' fees, expenses, and costs of suit.

14 **FIFTH CAUSE OF ACTION**

15 **Failure to Pay All Wages Due to Discharged and Quitting Employees**

16 **[Cal. Labor Code §§ 201, 202, 203]**

17 **(Against all DEFENDANTS)**

18 32. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
19 allegations in the foregoing paragraphs.

20 33. Pursuant to California Labor Code § 201, 202, and 203, DEFENDANTS are
21 required to pay all earned and unpaid wages to an employee who is discharged. California Labor
22 Code § 201 mandates that if an employer discharges an employee, the employee's wages accrued
23 and unpaid at the time of discharge are due and payable immediately.

24 34. Furthermore, pursuant to California Labor Code § 202, DEFENDANTS are
25 required to pay all accrued wages due to an employee no later than 72 hours after the employee
26 quits his or her employment, unless the employee provided 72 hours previous notice of his or her
27 intention to quit, in which case the employee is entitled to his or wages at the time of quitting.

28 35. California Labor Code § 203 provides that if an employer willfully fails to pay, in

1 accordance with California Labor Code §§ 201 and 202, any wages of an employee who is
2 discharged or who quits, the employer is liable for waiting time penalties in the form of continued
3 compensation to the employee at the same rate for up to 30 workdays.

4 36. During the CLASS PERIOD, DEFENDANTS have willfully failed to pay accrued
5 wages and other compensation to PLAINTIFF and CLASS MEMBERS in accordance with
6 California Labor Code §§ 201 and 202.

7 37. As a result, PLAINTIFF and CLASS MEMBERS are entitled to all available
8 statutory penalties, including the waiting time penalties provided in California Labor Code § 203,
9 together with interest thereon, as well as other available remedies.

10 38. As a proximate result of DEFENDANTS' unlawful actions and omissions,
11 PLAINTIFF and CLASS MEMBERS have been deprived of compensation in an amount
12 according to proof at the time of trial, but in excess of the jurisdiction of this Court, and are
13 entitled to recovery of such amounts, plus interest thereon, and attorneys' fees and costs.

14 **SIXTH CAUSE OF ACTION**

15 **Failure to Furnish Accurate Itemized Wage Statements**

16 **[Cal. Labor Code §§ 226; IWC Wage Order No. 9-2001, § 7]**

17 **(Against all DEFENDANTS)**

18 39. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
19 allegations in the foregoing paragraphs.

20 40. During the CLASS PERIOD, DEFENDANTS routinely failed to provide
21 PLAINTIFF and CLASS MEMBERS with timely and accurate itemized wage statements in
22 writing showing each employee's gross wages earned, total hours worked, the number of piece-
23 rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis, all
24 deductions made, net wages earned, the inclusive dates of the period for which the employee is
25 paid, the name of the employee and only the last four digits of his or her social security number or
26 employee identification number, the name and address of the legal entity or entities employing
27 PLAINTIFF and other CLASS MEMBERS, and all applicable hourly rates in effect during each
28 pay period and the corresponding number of hours worked at each hourly rate, in violation of

1 Labor Code § 226 and IWC Wage Order No. 9-2001, § 7.

2 41. During the CLASS PERIOD, DEFENDANTS knowingly and intentionally failed
3 to provide PLAINTIFF and CLASS MEMBERS with timely, accurate, and itemized wage
4 statements in accordance with California Labor Code § 226(a).

5 42. As a proximate result of DEFENDANTS' unlawful actions and omissions,
6 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at
7 trial, and seek all wages earned and due, plus interest thereon. Additionally, PLAINTIFF and
8 CLASS MEMBERS are entitled to all available statutory penalties, including but not limited to
9 penalties pursuant to California Labor Code § 226(e) and an award of costs, expenses, and
10 reasonable attorneys' fees, including but not limited to those provided in California Labor Code §
11 226(e), as well as other available remedies.

12 **SEVENTH CAUSE OF ACTION**

13 **Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of**
14 **Duties**

15 **[Cal. Labor Code § 2802]**

16 **(Against all DEFENDANTS)**

17 43. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
18 allegations in the foregoing paragraphs.

19 44. California Labor Code § 2802(a) requires an employer to indemnify an employee
20 for all necessary expenditures or losses incurred by the employee in direct consequence of the
21 discharge of her his or her duties, or of his or her obedience to the directions of the employer.

22 45. During the CLASS PERIOD, DEFENDANTS knowingly and willfully failed to
23 indemnify PLAINTIFF and CLASS MEMBERS for all business expenses and/or losses incurred
24 in direct consequence of the discharge of their duties while working under the direction of
25 DEFENDANTS, including, but not limited to, expenses for cell phone usage, tools, uniforms, and
26 steel-toed boots, in violation of California Labor Code § 2802.

27 46. As a proximate result of DEFENDANTS' unlawful actions and omissions,
28 PLAINTIFF and CLASS MEMBERS have been damaged in an amount according to proof at

1 trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to
2 California Labor Code § 2802(b). Additionally, PLAINTIFF and CLASS MEMBERS are
3 entitled to all available statutory penalties and an award of costs, expenses, and reasonable
4 attorneys' fees, including those provided in California Labor Code § 2802(c), as well as other
5 available remedies.

6 **EIGHTH CAUSE OF ACTION**

7 **Unfair and Unlawful Business Practices**

8 **[Cal. Bus. & Prof. Code § 17200 et. seq.]**

9 **(Against all DEFENDANTS)**

10 47. PLAINTIFF incorporates herein by specific reference, as though fully set forth, the
11 allegations in the foregoing paragraphs.

12 48. Each and every one of DEFENDANTS' acts and omissions in violation of the
13 California Labor Code and/or the applicable IWC Wage Order as alleged herein, including but
14 not limited to DEFENDANTS' failure and refusal to provide required meal periods,
15 DEFENDANTS' failure and refusal to provide required rest periods, DEFENDANTS' failure and
16 refusal to pay overtime compensation, DEFENDANTS' failure and refusal to pay minimum
17 wages, DEFENDANTS' failure and refusal to pay all wages due to discharged or quitting
18 employees, DEFENDANTS' failure and refusal to furnish accurate itemized wage statements;
19 DEFENDANTS' failure and refusal to indemnify PLAINTIFF and CLASS MEMBERS for
20 necessary expenditures and/or losses incurring in discharging their duties, constitutes an unfair
21 and unlawful business practice under California Business and Professions Code § 17200 et seq.

22 49. DEFENDANTS' violations of California wage and hour laws constitute a business
23 practice because DEFENDANTS' aforementioned acts and omissions were done repeatedly over
24 a significant period of time, and in a systematic manner, to the detriment of PLAINTIFF and
25 CLASS MEMBERS.

26 50. DEFENDANTS have avoided payment of wages, overtime wages, meal periods,
27 rest periods, and other benefits as required by the California Labor Code, the California Code of
28 Regulations, and the applicable IWC Wage Order. Further, DEFENDANTS have failed to

1 record, report, and pay the correct sums of assessment to the state authorities under the California
2 Labor Code and other applicable regulations.

3 51. As a result of DEFENDANTS' unfair and unlawful business practices,
4 DEFENDANTS have reaped unfair and illegal profits during the CLASS PERIOD at the expense
5 of PLAINTIFF, CLASS MEMBERS, and members of the public. DEFENDANTS should be
6 made to disgorge their ill-gotten gains and to restore them to PLAINTIFF and CLASS
7 MEMBERS.

8 52. DEFENDANTS' unfair and unlawful business practices entitle PLAINTIFF and
9 CLASS MEMBERS to seek preliminary and permanent injunctive relief, including but not
10 limited to orders that DEFENDANTS account for, disgorge, and restore to PLAINTIFF and
11 CLASS MEMBERS the wages and other compensation unlawfully withheld from them.
12 PLAINTIFF and CLASS MEMBERS are entitled to restitution of all monies to be disgorged
13 from DEFENDANTS in an amount according to proof at the time of trial, but in excess of the
14 jurisdiction of this Court.

15 **PRAYER FOR RELIEF**

16 WHEREFORE, PLAINTIFF, individually and on behalf of all other persons similarly
17 situated, respectfully prays for relief against DEFENDANTS as follows:

- 18 1. For compensatory damages in an amount to be ascertained at trial;
- 19 2. For restitution of all monies due to PLAINTIFF and CLASS MEMBERS, as well
20 as disgorged profits from DEFENDANTS' unfair and unlawful business practices;
- 21 3. For meal and rest period compensation pursuant to California Labor Code § 226.7
22 and IWC Wage Order No. 9-2001;
- 23 4. For liquidated damages pursuant to California Labor Code §§ 1194.2 and 1197.1;
- 24 5. For preliminary and permanent injunctive relief enjoining DEFENDANTS from
25 violating the relevant provisions of the California Labor Code and the IWC Wage Orders, and
26 from engaging in the unlawful business practices complained of herein;
- 27 6. For waiting time penalties pursuant to California Labor Code § 203;
- 28 7. For statutory penalties according to proof, including but not limited to all penalties

1 authorized by the California Labor Code §§ 226(e);

2 8. For interest on the unpaid wages at 7% per annum pursuant to California Labor
3 Code §§ 218.6, 1194, 2802, California Civil Code §§ 3287, 3288, and/or any other applicable
4 provision providing for pre-judgment interest;

5 9. For reasonable attorneys' fees and costs pursuant to California Labor Code
6 §§ 218.5, 226, 1194, 2802, California Civil Code § 1021.5, and any other applicable provisions
7 providing for attorneys' fees and costs;

8 10. For declaratory relief;

9 11. For an order requiring and certifying the First, Second, Third, Fourth, Fifth, Sixth,
10 Seventh, and Eighth Causes of Action as a class action;

11 12. For an order appointing PLAINTIFF as class representative, and PLAINTIFF's
12 counsel as class counsel; and

13 13. For such further relief that the Court may deem just and proper.

14
15 DATED: April 7, 2025

MATERN LAW GROUP, PC

16
17 By: 

18 MATTHEW J. MATERN
19 MATTHEW W. GORDON
20 IRINA A. KIRNOSOVA
21 Attorneys for Plaintiff

22 LEWIS RENTERIA, individually, and on behalf of
23 all others similarly situated
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By:

MATTHEW J. MATERN
MATTHEW W. GORDON
IRINA A. KIRNOSOVA
Attorneys for Plaintiff
LEWIS RENTERIA, individually, and on behalf of
all others similarly situated

EXHIBIT C

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8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**
10

11 DORA PATRICIA AMAYA, et al.,

12 Plaintiffs,

13 vs.

14 MENZIES AVIATION (USA), INC. et
15 al.,

16 Defendants.
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Case No.: 2:22-cv-05915-HDV-MAR

CLASS ACTION

**(~~Proposed~~) ORDER GRANTING
PLAINTIFFS' MOTION FOR
APPROVAL OF FORM AND
MANNER OF CLASS NOTICE**

1 Having read and considered Plaintiffs' Motion for Order Granting Plaintiffs' Motion
2 for Approval of Form and Manner of Class Notice, Defendant's Opposition,¹ Plaintiffs' Reply,
3 and oral argument, and having considered the requirements for such class notice under Rule
4 23, subdivision (c)(2)(B), of the Federal Rules of Civil Procedure, the Court hereby grants
5 Plaintiffs' Motion for Approval of Form and Manner of Class Notice (hereafter, "Plaintiffs'
6 Motion"), as follows:

- 7 (1) The Court approves the form, substance and requirements of the Class Notice
8 and Exclusion Form, in the form attached as Exhibits A and B, respectively, to
9 Plaintiffs' Motion;
- 10 (2) The Court approves the retention of CPT Group, Inc. as the Notice
11 Administrator;
- 12 (3) The Court orders Defendant Menzies Aviation (USA), Inc. to provide the Notice
13 Administrator with an up-to-date Class List, containing the names and last-
14 known addresses of all Class Members, within seven (7) days of the entry of this
15 Order;
- 16 (4) The Notice Administrator shall cause the court-approved Class Notice and
17 Exclusion Form (collectively, the "Notice Packet") to be mailed by first-class
18 mail, postage prepaid, on or before fifteen (15) days after entry of this Order, to
19 all Class Members who can be identified with reasonable effort;
- 20 (5) For Class Members who do not receive the initial mailing of the Notice Packet,
21 based on returned or undeliverable mailings, the Notice Administrator shall

22
23 ¹ Defendant does not oppose the content of the parties' draft notice. *See* Opposition at 1.
24 Instead, it argues that the Court should await a decision on Defendant's forthcoming motion
25 to compel arbitration before approving the notice, contending a premature notice will
26 require a corrective notice and create confusion among class members. *Id.* at 2. This
27 concern, however, is easily addressed by informing Class Members that Defendant maintains
28 that some claims may be subject to arbitration. Moreover, given that the class was certified
on February 8, 2024, the Court is unpersuaded that it should delay proceeding with notice to
the class for a motion that has not yet been filed (and which will not be heard or adjudicated
for at least another month).

1 search for updated addresses through reasonable efforts, and shall re-send the
2 Notice Packet by first-class mail, postage prepaid, using the updated addresses,
3 within thirty (30) days of the initial mailing of Notice Packets to Class Members;
4 and

- 5 (6) Class Members shall have forty-five (45) days from the date of mailing of the
6 Notice Packet they received to exercise their ability to opt out of, or request
7 exclusion from, the class.

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10 Dated: October 1, 2024

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Hon. Hernán D. Vera
12 United States District Judge
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EXHIBIT D

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between Plaintiff Danny Lopez (“Plaintiff Lopez”) in the case entitled *Danny Lopez v. Aircraft Service International, Inc., et al.* (United States District Court Case No. 2:21-cv-07108-DMG-E) (the “Lopez Action”), Plaintiff Jorge Gonzalez Trejo (“Plaintiff Trejo”) in the case entitled *Jorge Gonzalez Trejo v. Menzies Aviation (USA) Inc., et al.* (Los Angeles Superior Court Case No. 23STCV15453) (the “Trejo Action”), and Plaintiff Lewis Renteria (“Plaintiff Renteria” and hereinafter together with Plaintiff Lopez and Plaintiff Trejo, “Plaintiffs”) in the case entitled *Lewis Renteria v. Aircraft Service International, Inc., et al.* (San Diego Superior Court Case No. 25CU019342C) (the “Renteria Action”), on the one hand, and Defendants Aircraft Service International, Inc., Menzies Aviation (USA) Inc., and Air Menzies International (USA) Inc. (collectively, “Defendants”). The Agreement refers to Plaintiffs and Defendants collectively as the “Parties,” or individually as “Party.”

1. DEFINITIONS

- 1.1. “Actions” means the following cases: (i) Plaintiff Lopez’s lawsuit alleging wage and hour violations against Defendants captioned *Danny Lopez v. Aircraft Service International, Inc., et al.*, initiated on July 21, 2021 and pending in the United States District Court for the Central District of California, Case No. 2:21-cv-07108-DMG-E; (ii) Plaintiff Trejo’s lawsuit alleging wage and hour violations against Defendants Menzies Aviation (USA), Inc. and Aircraft Service International, Inc., captioned *Jorge Gonzalez Trejo v. Menzies Aviation (USA), Inc., et al.*, initiated on June 30, 2023 and pending in Superior Court of the State of California, County of Los Angeles, Case No. 23STCV15453; and (iii) Plaintiff Renteria’s lawsuit alleging wage and hour violations against Defendants Aircraft Service International, Inc. and Menzies Aviation (USA), Inc. captioned *Lewis Renteria v. Aircraft Service International, Inc., et al.*, initiated on April 7, 2025 and pending in Superior Court of the State of California, County of San Diego, Case No. 25CU019342C.
- 1.2. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.3. “Administrator” means Phoenix Settlement Administrators, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.4. “Aggrieved Employee” means a non-exempt employee of Defendants in California during the PAGA Period.
- 1.5. “Amaya Action” means the case entitled *Dora Patricia Amaya, et al. v. Menzies Aviation (USA), Inc.* (United States District Court Case No. 2:22-cv-05915-HDV-MAR), which was filed on August 19, 2022.

- 1.6. “Certified *Amaya* Claims” means all claims certified in the *Amaya* Action on February 8, 2024, including: (i) failure to pay wages for missed meal periods; (ii) failure to pay wages for missed rest periods; (iii) failure to reimburse business expenses; (iv) failure to provide accurate, itemized wage statements; and (v) waiting time penalties.
- 1.7. “Class” means all non-exempt employees of Defendants in California during the Class Period.
- 1.8. “Class Counsel” means Matern Law Group, PC and The Nourmand Law Firm, APC.
- 1.9. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Actions.
- 1.10. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Workweeks and PAGA Pay Periods.
- 1.11. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).
- 1.12. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.13. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English with a Spanish translation, in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.14. “Class Period” means: (i) the period from June 30, 2019 through June 23, 2025 for all Released Class Claims except the Certified *Amaya* Claims; and (ii) the period from February 9, 2024 through June 23, 2025 for the Certified *Amaya* Claims.
- 1.15. “Class Representatives” means the named Plaintiffs in the Actions seeking Court approval to serve as Class Representatives: Danny Lopez; Jorge Gonzalez Trejo; and Lewis Renteria.
- 1.16. “Class Representative Service Payments” means the payments to the Class Representatives for initiating the Actions and providing services in support of the Actions.
- 1.17. “Court” means the Superior Court of California, County of Los Angeles.
- 1.18. “Defendants” means Defendants Aircraft Service International, Inc., Menzies Aviation (USA), Inc., and Air Menzies International (USA), Inc.

- 1.19. “Defense Counsel” means Foley & Lardner LLP.
- 1.20. “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.21. “Employer’s Share of Payroll Taxes” means taxes paid by the employer on the Wage Portion of Individual Class Payments, including Federal Unemployment Act Tax taxes, Federal Insurance Contributions Act taxes, state unemployment insurance taxes, and Employee Training Tax payments.
- 1.22. “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.23. “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.24. “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.25. “Gross Settlement Amount” means Four Million Dollars and Zero Cents (\$4,000,000.00) which is the total amount Defendants agree to pay under the Settlement except as provided in Paragraph 8 below and except for the Employer’s Share of Payroll Taxes which shall be paid separately. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, the Class Representative Service Payments, and the Administration Expenses Payment.
- 1.26. “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.
- 1.27. “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA Pay Periods worked during the PAGA Period.
- 1.28. “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.29. “Lopez Action” means the case entitled *Danny Lopez v. Aircraft Service International, Inc., et al.*, United States District Court Case No. 2:21-cv-07108-DMG-E.
- 1.30. “LWDA” means the California Labor and Workforce Development Agency.

- 1.31. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.32. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, the Class Representative Service Payments, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.
- 1.33. "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.34. "PAGA" means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.35. "PAGA Notices" means (i) Plaintiff Lopez's February 11, 2021 letter to Defendants and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a); and (ii) Plaintiff Trejo's June 30, 2023 letter to Defendants Menzies Aviation (USA) Inc. and Aircraft Service International, Inc. and to the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a).
- 1.36. "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for Defendants for at least one day during the PAGA Period.
- 1.37. "PAGA Penalties" means Five Hundred Thousand Dollars and Zero Cents (\$500,000.00), the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% (\$125,000.00) to the Aggrieved Employees and the 75% (\$375,000.00) to the LWDA in settlement of the PAGA claims.
- 1.38. "PAGA Period" means the period from May 17, 2020 through June 23, 2025.
- 1.39. "Participating Class Member" means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.40. "Plaintiff Lopez" means Plaintiff Danny Lopez.
- 1.41. "Plaintiff Renteria" means Plaintiff Lewis Renteria.
- 1.42. "Plaintiff Trejo" means Plaintiff Jorge Gonzalez Trejo.
- 1.43. "Plaintiffs" means Danny Lopez, Jorge Gonzalez Trejo, and Lewis Renteria, the named Plaintiffs in the Actions.
- 1.44. "Preliminary Approval" means the Court's Order Granting Preliminary Approval of the Settlement.
- 1.45. "Preliminary Approval Order" means the proposed Order Granting Preliminary Approval of the Settlement.

- 1.46. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.
- 1.47. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.
- 1.48. “Released Parties” means Defendants, Menzies Aviation, Inc., Aeroground, Inc., Simplicity Ground Services LLC, John Menzies Limited, and each of their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.
- 1.49. “*Renteria Action*” means the case entitled *Lewis Renteria v. Aircraft Service International, Inc., et al.*, San Diego Superior Court Case No. 25CU019342C.
- 1.50. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.51. “Response Deadline” means 60 days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement; (b) fax, email, or mail their Objection to the Settlement; and/or (c) challenge their number of Workweeks and/or PAGA Pay Periods. Class Members to whom the Class Notice is re-mailed after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline expiration date.
- 1.52. “Settlement” means the disposition of the Actions effected by this Agreement and the Judgment.
- 1.53. “*Trejo Action*” means the case entitled *Jorge Gonzalez Trejo v. Menzies Aviation (USA), Inc. et al.*, Los Angeles Superior Court Case No. 23STCV15453.
- 1.54. “Workweek” means any week during which a Class Member worked for Defendants for at least one day during the Class Period.

2. RECITALS

- 2.1. On July 21, 2021, Plaintiff Lopez commenced the *Lopez Action* by filing a complaint against Defendants in the Superior Court of California, County of Los Angeles (Case No. 21STCV26797), alleging a single cause of action for penalties under PAGA. Plaintiff Lopez’s complaint alleges the following predicate Labor Code violations: (1) Failure to Provide Required Meal Periods; (2) Failure to Provide Required Rest Periods; (3) Failure to Pay Overtime Wages; (4) Failure to Pay Minimum Wages; (5) Failure to Permit Employees to Inspect or Receive Copy of Records; (6) Failure to Timely Pay Wages During Employment; (7) Failure to Pay All Wages Due to Discharged and Quitting Employees; (8) Failure to Maintain Required Records; (9) Failure to Furnish Accurate Itemized Wage Statements; and (10) Failure to Indemnify for Necessary Expenditures Incurred in Discharge of Duties.

- 2.2. On September 2, 2021, Defendants removed the *Lopez* Action to the United States District Court for the Central District of California.
- 2.3. On June 30, 2023, Plaintiff Trejo commenced the *Trejo* Action against Defendants Menzies Aviation (USA) Inc. and Aircraft Service International, Inc. in the Superior Court of California, County of Los Angeles (Case No. 23STCV15453), alleging putative class claims for the following causes of action: (1) Failure to Pay Overtime Wages; (2) Failure to Pay Minimum Wage; (3) Failure to Provide Meal Periods; (4) Failure to Provide Rest Periods; (5) Failure to Pay All Wages Upon Termination; (6) Failure to Provide Accurate Wage Statements; and (7) Unfair Competition. On January 9, 2024, Plaintiff Trejo filed a First Amended Complaint alleging a representative PAGA cause of action seeking civil penalties for the asserted Labor Code violations. On August 5, 2024, the Court entered an order dismissing, without prejudice, Plaintiff Trejo's class claims for meal and rest period violations due to the Certified *Amaya* Claims.
- 2.4. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff Lopez and Plaintiff Trejo gave timely written notice to Defendants and the LWDA by sending the PAGA Notices.
- 2.5. On April 7, 2025, Plaintiff Renteria commenced the *Renteria* Action against Defendants in the Superior Court of California, County of San Diego (Case No. 25CU019342C), alleging the following putative class claims for the period from February 9, 2024 to the present: (1) Failure to Provide Required Meal Periods; (2) Failure to Provide Required Rest Periods; (3) Failure to Pay Overtime Wages; (4) Failure to Pay Minimum Wages; (5) Failure to Pay All Wages Due to Discharged and Quitting Employees; (6) Failure to Furnish Accurate Itemized Wage Statements; (7) Failure to Indemnify Employees for Necessary Expenditures Incurred in Discharge of Duties; and (8) Unfair and Unlawful Business Practices.
- 2.6. On April 19, 2025, the Parties participated in an all-day mediation presided over by Steve Rottman, which led to this Agreement to settle the Actions.
- 2.7. Prior to mediation, Plaintiffs obtained, through formal and informal discovery, time records, pay records, and other information relating to the size and scope of the Class and Aggrieved Employees, as well as data permitting Plaintiffs to fully understand the nature and scope of the allegations. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.8. Class certification has not been granted in the *Renteria* Action or in the *Trejo* Action.

3. MONETARY TERMS

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, and except for the Employer's Share of Payroll Taxes which Defendants shall pay

separately from and in addition to the Gross Settlement Amount, Defendants promise to pay Four Million Dollars and Zero Cents (\$4,000,000.00) and no more as the Gross Settlement Amount. Defendants have no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. To Plaintiffs: Class Representative Service Payments to the Class Representatives of not more than Twenty Thousand Dollars and Zero Cents (\$20,000.00) each, in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representatives are entitled to receive as Participating Class Members, for a total of Sixty Thousand Dollars (\$60,000.00). Defendants will not oppose Plaintiffs' request for Class Representative Service Payments that do not exceed this amount. As part of the motion for Class Counsel Fees Payment and Litigation Expenses Payment, Plaintiffs will seek Court approval for any Class Representative Service Payments no later than 16 court days prior to the Final Approval Hearing. If the Court approves Class Representative Service Payments for less than the amounts requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payments using IRS Form 1099. Plaintiffs assume full responsibility and liability for employee taxes owed on the Class Representative Service Payments.

3.2.2. To Class Counsel: A Class Counsel Fees Payment of not more than one-third of the Gross Settlement Amount, which is currently estimated to be One Million Three Hundred Thirty-Three Thousand Three Hundred Thirty-Three Dollars and Thirty-Three Cents (\$1,333,333.33) and a Class Counsel Litigation Expenses Payment of not more than One Hundred Seventy Thousand Dollars and Zero Cents (\$170,000.00). Defendants will not oppose requests for these payments provided that they do not exceed these amounts. Plaintiffs and/or Class Counsel will file a motion for Class Counsel Fees Payment and Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiffs' Counsel arising from any claim to any portion of any Class Counsel Fees Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS 1099

Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any dispute or controversy regarding any division or sharing of any of these Payments.

- 3.2.3. To the Administrator: An Administration Expenses Payment not to exceed \$40,000.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$40,000.00, the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4. To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's number of Workweeks.
 - 3.2.4.1. Tax Allocation of Individual Class Payments. 20% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portion is subject to tax withholding and will be reported on an IRS W-2 Form. The other 80% of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.
 - 3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.
- 3.2.5. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of Five Hundred Thousand Dollars and Zero Cents (\$500,000.00) to be paid from the Gross Settlement Amount, with 75% (\$375,000.00) allocated to the LWDA PAGA Payment and 25% (\$125,000.00) allocated to the Individual PAGA Payments.
 - 3.2.5.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (\$125,000.00) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's number of PAGA Pay Periods.

Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

- 3.2.5.2. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS

- 4.1. Class Workweeks and PAGA Pay Periods. Based on a review of their records to date, Defendants estimate that there are approximately 6,107 Class Members who collectively worked a total of 515,796 Workweeks during the Class Period, and 5,310 Aggrieved Employees who worked a total of 215,923 PAGA Pay Periods during the PAGA Period.
- 4.2. Class Data. Not later than 15 business days after the Court grants Preliminary Approval of the Settlement, Defendants will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants have a continuing duty to immediately notify Class Counsel if they discover that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3. Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than either January 2, 2026 or 15 days after the Effective Date, whichever is later.
- 4.4. Payments from the Gross Settlement Amount. Within 15 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks and/or transmit funds for all Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.
- 4.4.1. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Participating Class Members and Aggrieved Employees via First Class U.S. Mail, postage prepaid.

The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database

- 4.4.2. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without a USPS forwarding address. Within 5 days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.
 - 4.4.3. For any Participating Class Member whose Individual Class Payment check or Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Class Member or Aggrieved Employee, thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure section 384, subd. (b).
 - 4.4.4. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members and/or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.
5. **RELEASE OF CLAIMS.** Effective on the date when Defendants fully fund the entire Gross Settlement Amount and the Employer's Share of Payroll Taxes, Plaintiffs, Participating Class Members, and Aggrieved Employees will release claims against all Released Parties as follows:
- 5.1. **Plaintiffs' Release.** Plaintiffs and their respective representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge the Released Parties from all claims, transactions, or occurrences, known and unknown, asserted and not asserted, which Plaintiffs have or may have against the Released

Parties as of the date of execution of this Agreement (“Plaintiffs’ Released Claims”). Plaintiffs’ Released Claims exclude the release of claims not permitted by law and do 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, or based on occurrences after the execution of this Agreement. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs’ Released Claims shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs’ discovery of them.

5.1.1. Plaintiffs’ Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiffs’ Released Claims, Plaintiffs expressly waive and relinquish the provisions, rights, and benefits, if any, of section 1542 of the California Civil Code, which reads:

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

5.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims arising during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the operative complaints in the Actions, including: (a) failure to provide meal periods; (b) failure to provide rest periods; (c) failure to pay overtime wages and/or to properly calculate overtime wages due; (d) failure to pay minimum wages ; (e) failure to pay all wages upon termination; (f) failure to furnish accurate itemized wage statements; (g) failure to reimburse for necessary expenditures incurred in discharge of duties; (h) failure to permit employees to inspect or receive a copy of records; (i) failure to timely pay wages during employment; (j) failure to maintain required records; and (k) unfair competition (the “Released Class Claims”). The Released Class Claims expressly exclude the Certified *Amaya* Claims from the beginning of the Class Period through February 8, 2024, the date of certification. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

5.3. Release by Aggrieved Employees. All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties arising during the PAGA Period that were pled in the

operative complaints in the Actions and/or the PAGA Notices or that reasonably could have been pled based upon the factual allegations in the operative complaints in the Actions and/or the PAGA Notices, including without limitation those claims covered by the Released Class Claims (“Released PAGA Claims”).

6. **MOTION FOR PRELIMINARY APPROVAL.** Plaintiffs will prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approval.

6.1. **Plaintiffs’ Responsibilities.** Plaintiffs will prepare all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a proposed Order Granting Preliminary Approval; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiffs, Class Counsel or Defense Counsel; (v) signed declarations from Plaintiffs confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents; (vi) a redlined version of the Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator.

6.2. **Remand of the *Lopez* Action.** Prior to filing the Motion for Preliminary Approval, Plaintiff Lopez and Defendants will file a stipulation and proposed order in the district court to remand the *Lopez* Action to state court for purposes of settlement approval. After the *Lopez* Action is remanded to Los Angeles Superior Court, the Parties will file a stipulation to relate the *Lopez* Action to the *Trejo* Action for purposes of settlement approval. Plaintiffs will file the Motion for Preliminary Approval to be heard before the assigned judge in the *Trejo* Action within 30 days after the Court enters an order relating the *Lopez* Action to the *Trejo* Action. In the event that the Court does not approve the Parties’ stipulation to relate the *Lopez* Action to the *Trejo* Action for purposes of settlement approval, the Parties will stipulate to Plaintiff Trejo filing an amended complaint adding Plaintiff Lopez and Plaintiff Renteria as additional plaintiffs to the *Trejo* Action.

6.3. **Stay of the *Renteria* Action.** Plaintiff Renteria and Defendants agree that they will file a stipulation and proposed order to stay the *Renteria* Action pending the outcome of

the settlement approval process. After the *Lopez* Action is remanded to state court for purposes of settlement approval, Plaintiff Lopez and Defendants will file a stipulation and proposed order for leave to file a First Amended Complaint in the *Lopez* Action adding Plaintiff Renteria as a named plaintiff and adding Plaintiff Renteria's putative class allegations for the period beginning on February 9, 2024, as set forth in the operative complaint in the *Renteria* Action. In the event that the Court does not approve the Parties' stipulation to relate the *Lopez* Action to the *Trejo* Action for purposes of settlement approval, the Parties will stipulate to Plaintiff Trejo filing an amended complaint adding Plaintiff Lopez and Plaintiff Renteria as additional plaintiffs in the *Trejo* Action and adding Plaintiff Renteria's putative class allegations for the period beginning on February 9, 2024, as set forth in the operative complaint in the *Renteria* Action.

- 6.4. Responsibilities of Counsel. Class Counsel is responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 30 days after the *Lopez* Action is related to the *Trejo* Action in state court. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.
- 6.5. Duty to Cooperate. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1. Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrators to serve as the Administrator and verified that, as a condition of appointment, Phoenix Settlement Administrators agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for the Administration Expenses Payment. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports to state and federal tax authorities.
- 7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4. Notice to Class Members.
 - 7.4.1. No later than 3 business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state

the number of Class Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

- 7.4.2. Using best efforts to perform as soon as possible, and in no event later than 21 days after receipt of the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail, the Class Notice with Spanish translation substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing the Class Notice, the Administrator shall update Class Member addresses using the National Change of Address database.
 - 7.4.3. Not later than 3 business days after the Administrator’s receipt of any Class Notice returned by USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by USPS. If USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send the Class Notice to Class Members whose Class Notice is returned by USPS a second time.
 - 7.4.4. The Response Deadline for Class Members to submit written objections, challenges to Workweeks and/or PAGA Pay Periods, and Requests for Exclusion will be extended an additional 14 calendar days beyond the 60 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
 - 7.4.5. If the Administrator, Defense Counsel, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or first-class US Mail, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.
- 7.5. Requests for Exclusion (Opt Outs).
- 7.5.1. Class Members who wish to exclude themselves from (opt out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional fourteen (14) days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or

their representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline. Aggrieved Employees cannot request to be excluded from the PAGA components of the Settlement.

- 7.5.2. The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all of the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Released Class Claims under Paragraph 5.2 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.
- 7.5.4. Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the Released PAGA Claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.
- 7.6. Challenges to Calculation of Workweeks and/or PAGA Pay Periods. Class Members shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Workweeks and/or PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email, or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or PAGA Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or PAGA Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or PAGA Pay Periods

to Defense Counsel and Class Counsel and the Administrator's determination regarding the challenges.

7.7. Objections to Settlement.

7.7.1. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and/or the Class Representative Service Payments.

7.7.2. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present oral objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3. Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1. Email Address and Toll-Free Number. The Administrator will maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes, and emails.

7.8.2. Requests for Exclusion (Opt Outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the Response Deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted (whether valid or invalid).

7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or PAGA Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must provide the

Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- 7.8.4. Workweek and/or PAGA Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or PAGA Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.
 - 7.8.5. Administrator's Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a draft declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion it received (both valid or invalid), the number of written objections, and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.
 - 7.8.6. Final Report by the Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a draft declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.
8. **CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on their records, Defendants estimate that, as of March 31, 2025, there were 5,956 Class Members who collectively worked a total of 486,473 Workweeks during the Class Period, and 5,156 Aggrieved Employees who worked a total of 201,998 PAGA Pay Periods. To the extent that the actual number of Workweeks in the Class Period exceeds 486,473 by more than 7%, Defendants shall increase the Gross Settlement Amount by the percentage increase in the number of Workweeks above 7% of 486,473 Workweeks (e.g., if the number of Workweeks increases by 8%, Defendants shall increase the Gross Settlement Amount by 1%).
 9. **DEFENDANTS' RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, Defendants may, but are not obligated to, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraw, the Settlement shall be void ab initio, have no

force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than 14 days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiffs will file in Court a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively, “Motion for Final Approval”).

- 10.1. Response to Objections. Each Party retains the right to respond to any objections raised by a Participating Class Member, including the right to file responsive documents in Court no later than 5 court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of the release to be granted by Participating Class Members), the Parties will expeditiously work together in good faith to address the Court’s concerns by revising the Agreement as necessary to obtain Final Approval. The Court’s decision to award less than the amounts requested for the Class Representative Service Payments, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.
- 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Actions, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-Judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties’ obligations to perform under this Agreement will be suspended until such time as the appeal is

finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing appellate court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of the release to be granted by Participating Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payments or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

12.1. No Admission of Liability, Class Certification, or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Actions have merit or that Defendants have any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiffs that Defendants' defenses in the Actions have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does not grant Preliminary Approval, Final Approval, or enter Judgment, Defendants reserve the right to contest certification of any class for any reasons, and Defendants reserve all available defenses to the claims in the Actions, and Plaintiffs reserve the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement, and Parties' willingness to settle the Actions will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. Enforcement Action. 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 prevailing 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 action.

- 12.3. Confidentiality Prior to Preliminary Approval. The Parties agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter, including specifically counsel representing the class on the Certified *Amaya* Claims; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; (5) to prospective settlement administrators in order to obtain estimates of administration expenses; or (6) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members, nor Defendants' usual and customary communications with Class Members in the ordinary course of regular business activities unrelated to the Actions.
- 12.4. No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment.
- 12.5. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.6. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiffs and Defendants, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.7. Cooperation: The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary

to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

- 12.8. No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.9. No Tax Advice. Neither Plaintiffs, Class Counsel, Defendants, nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.10. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.11. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.12. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.
- 12.13. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.14. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.15. Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement are and remain the sole property of Defendants and may be used only with respect to this Settlement, and for no other purpose, and furthermore may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a declaration confirming the final pay out of all Settlement funds, Plaintiffs and the Administrator shall destroy all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants make a written request to Class Counsel for the return, rather than the destruction, of Class Data.

- 12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.17. Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.18. Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, to the other Party’s respective counsel of record.
- 12.19. Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email, which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.20. Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that, upon the signing of this Agreement, pursuant to Code of Civil procedure § 583.330(a), the time within which the Actions must be brought to trial shall be extended by that period of time from the date of execution of this Agreement to the date on which the Court enters judgment or the date on which the Court enters an order declining to grant approval of this Agreement, and that said period of time shall not be included in the computation of the five-year period specified in Code of Civil Procedure § 583.310.

Dated: July 03, 2025


Danny Lopez (Jul 3, 2025 14:46 PDT)
Plaintiff Danny Lopez

Dated: _____, 2025

Plaintiff Jorge Gonzalez Trejo

Dated: _____, 2025

Plaintiff Lewis Renteria

- 12.16. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
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Dated: _____, 2025

Plaintiff Danny Lopez

Dated: 7/3, 2025



Plaintiff Jorge Gonzalez Trejo

Dated: _____, 2025

Plaintiff Lewis Renteria

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Dated: _____, 2025

Plaintiff Danny Lopez

Dated: _____, 2025

Plaintiff Jorge Gonzalez Trejo

Dated: July 02, 2025



Lewis Renteria (Jul 2, 2025 19:15 PDT)
Plaintiff Lewis Renteria

Dated: Juy 7th, 2025

Aircraft Service International, Inc.

By: 

Name: Christopher Devaney

Title: SVP Finance

Dated: July 7th, 2025

Menzies Aviation (USA) Inc.

By: 

Name: Christopher Devaney

Title: SVP Finance

Dated: July 8th, 2025

Air Menzies International (USA) Inc.

By: 

Name: Carlos Font

Title: EVP AIR MENZIES INTERNATIONAL

APPROVED AS TO FORM:

Dated: _____, 2025

MATERN LAW GROUP, PC

MATTHEW W. GORDON
DALIA KHALILI
VANESSA M. RODRIGUEZ
Attorneys for Plaintiffs
DANNY LOPEZ and LEWIS RENTERIA

Dated: _____, 2025

THE NOURMAND LAW FIRM, APC

MICHAEL NOURMAND
JAMES A. DE SARIO
Attorneys for Plaintiff
JORGE GONZALEZ TREJO

Dated: _____, 2025

Aircraft Service International, Inc.

By: _____

Name: _____

Title: _____

Dated: _____, 2025

Menzies Aviation (USA) Inc.

By: _____

Name: _____

Title: _____

Dated: _____, 2025

Air Menzies International (USA) Inc.

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Dated: July 3, 2025

MATERN LAW GROUP, PC



MATTHEW W. GORDON

DALIA KHALILI

VANESSA M. RODRIGUEZ

Attorneys for Plaintiffs

DANNY LOPEZ and LEWIS RENTERIA

Dated: _____, 2025

THE NOURMAND LAW FIRM, APC

MICHAEL NOURMAND

JAMES A. DE SARIO

Attorneys for Plaintiff

JORGE GONZALEZ TREJO

Dated: _____, 2025

Aircraft Service International, Inc.

By: _____

Name: _____

Title: _____

Dated: _____, 2025

Menzies Aviation (USA) Inc.

By: _____

Name: _____

Title: _____

Dated: _____, 2025

Air Menzies International (USA) Inc.

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

Dated: _____, 2025

MATERN LAW GROUP, PC

MATTHEW W. GORDON
DALIA KHALILI
VANESSA M. RODRIGUEZ
Attorneys for Plaintiffs
DANNY LOPEZ and LEWIS RENTERIA

Dated: July 3, 2025

THE NOURMAND LAW FIRM, APC

James A. De Sario
MICHAEL NOURMAND
JAMES A. DE SARIO
Attorneys for Plaintiff
JORGE GONZALEZ TREJO

Dated: July 8, 2025

FOLEY & LARDNER LLP

A handwritten signature in blue ink, appearing to be 'C. Ward', is written over a horizontal line.

CHRISTOPHER WARD
Attorneys for Defendants
AIRCRAFT SERVICE INTERNATIONAL,
INC., MENZIES AVIATION (USA) INC.,
and AIR MENZIES INTERNATIONAL
(USA) INC.

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Lopez v. Aircraft Service International, Inc., et al. (Los Angeles Superior Court Case No. 21STCV26797)

Trejo v. Menzies Aviation (USA) Inc., et al. (Los Angeles Superior Court Case No. 23STCV15453)

Renteria v. Aircraft Service International, Inc., et al. (San Diego Superior Court Case No. 25CU019342C)

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from employee class action lawsuits (“Actions”) entitled *Lopez v. Aircraft Service International, Inc., et al.* (Los Angeles Superior Court Case No. 21STCV26797), *Trejo v. Menzies Aviation (USA) Inc., et al.* (Los Angeles Superior Court Case No. 23STCV15453), and *Renteria v. Aircraft Service International, Inc., et al.* (San Diego Superior Court Case No. 25CU019342C) for alleged wage and hour violations. The Actions were filed by Danny Lopez, Jorge Gonzalez Trejo, and Lewis Renteria (collectively, “Plaintiffs”) and seek (1) monetary relief for a class of all non-exempt employees of Defendants Aircraft Service International, Inc., Menzies Aviation (USA) Inc., and/or Air Menzies International (USA) Inc. (collectively, “Defendants”) in California at any time during the Class Period from June 30, 2019 through June 23, 2025 (“Class Members”); and (2) civil penalties under the California Private Attorneys General Act (“PAGA”) for all non-exempt employees of Defendants in California at any time during the PAGA Period from May 17, 2020 through June 23, 2025 (“Aggrieved Employees”).

The scope of the Settlement expressly **excludes** all certified claims in the case entitled *Amaya v. Menzies Aviation (USA) Inc.* (U.S. District Court Case No. 2:22-cv-05915-HDV-MAR) (the “*Amaya* Action”), from the beginning of the Class Period through February 8, 2024, including claims for (i) failure to pay wages for missed meal periods; (ii) failure to pay wages for missed rest periods; (iii) failure to reimburse business expenses; (iv) failure to provide accurate, itemized wage statements; and (v) waiting time penalties. **If you are member of the certified class in the *Amaya* Action, you will remain eligible to recover money in that case even if you participate in this Settlement.**

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholdings) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendants' records showing that **you worked [] workweeks during the Class Period and you worked [] pay periods during the PAGA Period**. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. *See* Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Participating Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants. You cannot opt out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You do not have to do anything to participate in the Settlement.	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (i.e., the Released Class Claims and the Released PAGA Claims, if you qualify as an Aggrieved Employee).
You can opt out of the Class Settlement but not the PAGA Settlement.	If you do not want to fully participate in the proposed Settlement, you can opt out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for

The opt out deadline is [REDACTED].	an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. <i>See</i> Section 6 of this Notice. You cannot opt out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue the Released PAGA Claims (defined below).
Participating Class Members can object to the Class Settlement but not the PAGA Settlement. Written objections must be submitted by [REDACTED].	All Class Members who do not opt out (“Participating Class Members”) can object to any aspect of the proposed Class Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Actions on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. <i>See</i> Section 7 of this Notice.
You can participate in the Final Approval Hearing.	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED]. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own expense), in person, by telephone, or by using the Court’s virtual appearance platform. Participating Class Members can orally object to the Settlement at the Final Approval Hearing. <i>See</i> Section 8 of this Notice.
You can challenge the calculation of your Workweeks/Pay Periods. Written challenges must be submitted by [REDACTED].	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depends on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and PAGA Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. <i>See</i> Section 4 of this Notice.

1. WHAT ARE THE ACTIONS ABOUT?

Plaintiffs are current and former non-exempt employees of Defendants. The Actions allege Defendants violated California labor laws by, among other things, failing to provide meal periods and rest periods, failing to pay overtime wages and minimum wages, failing to pay all wages due upon separation, failing to reimburse necessary business expenses, failing to furnish accurate

itemized wage statements, failing to maintain required records, and failing to timely pay wages. Based on the same claims, Plaintiffs Lopez and Trejo have also asserted a claim for civil penalties under the California Labor Code Private Attorneys General Act (Labor Code sections 2698, *et seq.*) (“PAGA”). Defendants deny the allegations in the Actions and Defendants assert they have properly paid non-exempt employees.

2. WHAT DOES IT MEAN THAT THE ACTIONS HAVE SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Actions by negotiating an end to the cases by agreement (settle the cases) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Actions and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- a. Defendants Will Pay \$4,000,000.00 as the Gross Settlement Amount. Defendants have agreed to deposit the Gross Settlement Amount of \$4,000,000.00 into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorneys’ fees and expenses, the Settlement Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement Amount either by January 2, 2026 or not more than 15 days after the Judgment entered by the Court becomes final, whichever is later. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- b. Court Approved Deductions from the Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - i. Up to \$1,333,333.33 (one-third of the Gross Settlement Amount) to Class

Counsel (Matern Law Group, PC and The Nourmand Law Firm, APC) for attorneys' fees and up to \$170,000.00 for litigation expenses. To date, Class Counsel has worked on and incurred expenses in the Actions without payment.

- ii. Up to \$20,000.00 to each Plaintiff, for a total of \$60,000.00, as Class Representative Service Payments for filing the Actions, working with Class Counsel, and representing the Class. The Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.
- iii. Up to \$40,000.00 to the Administrator for services administering the Settlement.
- iv. Up to \$500,000.00 for PAGA Penalties, allocated 75% (\$375,000.00) to be paid to the LWDA and 25% (\$125,000.00) in Individual PAGA Payments to be paid to Aggrieved Employees pro rata based on their respective number of PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- c. Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- d. Taxes Owed on Payments to Class Members. The Settlement shall be broken down as follows: 20% ("Wage Portion") of each Individual Class Payment to taxable wages and 80% ("Non-Wage Portion") to penalties and interest. The Wage Portion is subject to withholding and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- e. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date

when the check expires (the void date). If you do not cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

- f. Requests for Exclusion from the Class Settlement (Opt Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from you or your representative setting forth your name, present address, telephone number, and a simple statement that you elect to be excluded from the Settlement. Excluded Class Members (*i.e.*, Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendants.
- g. You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.
- h. The Proposed Settlement Will Be Void If the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
- i. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion or objections. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
- j. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement Amount and employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that, unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as

alleged in the Actions and resolved by this Settlement. **If you are a member of the certified class in the *Amaya* Action, however, you will remain eligible to recover money in that case for the certified claims, even if you participate in this Settlement.**

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims arising during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the operative complaints in the Actions, including: (a) failure to provide meal periods; (b) failure to provide rest periods; (c) failure to pay overtime wages and/or to properly calculate overtime wages due; (d) failure to pay minimum wages ; (e) failure to pay all wages upon termination; (f) failure to furnish accurate itemized wage statements; (g) failure to reimburse for necessary expenditures incurred in discharge of duties; (h) failure to permit employees to inspect or receive a copy of records; (i) failure to timely pay wages during employment; (j) failure to maintain required records; and (k) unfair competition (the “Released Class Claims”). The Released Class Claims expressly exclude the Certified *Amaya* Claims from the beginning of the Class Period through February 8, 2024, the date of certification. Except for the Released PAGA Claims, if eligible as an Aggrieved Employee, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

“Released Parties” means Defendants, Menzies Aviation, Inc., Aeroground, Inc., Simplicity Ground Services LLC, John Menzies Limited, and each of their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

The “Certified *Amaya* Claims” means all claims certified on February 8, 2024 in the case entitled *Dora Patricia Amaya, et al. v. Menzies Aviation (USA), Inc.* (United States District Court Case No. 2:22-cv-05915-HDV-MAR), including: (i) failure to pay wages for missed meal periods; (ii) failure to pay wages for missed rest periods; (iii) failure to reimburse business expenses; (iv) failure to provide accurate, itemized wage statements; and (v) waiting time penalties.

- k. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendants have paid the Gross Settlement Amount (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims, whether or not the Aggrieved Employees

exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

“Released PAGA Claims” means all claims for PAGA penalties arising during the PAGA Period that were pled in the operative complaints in the Actions and/or the PAGA Notices or that reasonably could have been pled based upon the factual allegations in the operative complaints in the Actions and/or the PAGA Notices, including without limitation those claims covered by the release language in Section 3(j) of this Notice.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- a. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$125,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
- c. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants’ records, are stated on the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants’ calculation of Workweeks and/or Pay Periods based on Defendants’ records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants’ Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- a. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (*i.e.*, every Class Member who does not opt out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment, if applicable.
- b. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (*i.e.*, every Non-Participating Class Member who qualifies as an Aggrieved Employee).

Your check will be sent to the same address as in this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?

To opt out of the Class Settlement, submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Actions as *Lopez v. Aircraft Service International, Inc., et al.*, *Trejo v. Menzies Aviation (USA) Inc., et al.*, and *Renteria v. Aircraft Service International, Inc. et al.*, and include your identifying information (full name, address, telephone number, and last 4 digits of social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid. Section 9 of the Notice has the Administrator's contact information. Remember, you cannot opt out of the PAGA portion of the Settlement.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, reasonable, and adequate, and (2) a Motion for Fees, Litigation Expenses, and Class Representative Service Payments stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Court's website ([REDACTED]).

A Participating Class Member who disagrees with any aspect of the Settlement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses, and Class Representative Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. The deadline for sending

written objections to the Administrator is [REDACTED]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Actions as *Lopez v. Aircraft Service International, Inc., et al.*, *Trejo v. Menzies Aviation (USA) Inc., et al.*, and *Renteria v. Aircraft Service International, Inc. et al.*, and include your name, current address, telephone number, and approximate dates of employment with Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at their own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing. Remember, you cannot object to the PAGA portion of the Settlement.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department SSC-10 of the Los Angeles Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, California 90012. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website ([REDACTED]) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Actions, Case No. 21STCV26797 and Case No. 23STCV15453. You can also make an appointment to personally review court documents in the Clerk's Office.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

The contact information for the Settlement Administrator is as follows:

[REDACTED]

The contact information for Class Counsel is as follows:

Matthew J. Matern, Esq.
Matthew W. Gordon, Esq.
Irina Kirnosova, Esq.
MATERN LAW GROUP, PC
2101 E. El Segundo Boulevard, Suite 403
El Segundo, California 90245
Telephone: (310) 531-1900
Fax: (310) 531-1901
Attorneys for Plaintiffs Danny Lopez and Lewis Renteria

Michael Nourmand, Esq.
James A. De Sario, Esq.
THE NOURMAND LAW FIRM, APC
8822 West Olympic Boulevard
Beverly Hills, California 90211
Telephone: (310) 553-3600
Facsimile (310) 553-3606
Attorneys for Plaintiff Jorge Gonzalez Trejo

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the California Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT E

AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Pursuant to Section 12.10 of the Class Action and PAGA Settlement Agreement (“Agreement”), this Amendment to Class Action and PAGA Settlement Agreement (“Amendment”) is made by and between Plaintiffs Danny Lopez, Jorge Gonzalez Trejo and Lewis Renteria, on the one hand, and Defendants Aircraft Service International, Inc., Menzies Aviation (USA) Inc., and Air Menzies International (USA) Inc., on the other, through their respective counsel of record.

Section 1.14 of the Agreement is hereby amended as follows:

- 1.14. “Class Period” means: (i) the period from June 30, 2019 through December 31, 2025 for all Released Class Claims except the Certified *Amaya* Claims; and (ii) the period from October 8, 2024 through December 31, 2025 for the Certified *Amaya* Claims.

Section 12.3 of the Agreement is hereby amended as follows:

- 12.3. The Parties agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties’ attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter, including counsel representing the class on the Certified *Amaya* Claims, with such exception limited to disclosure of the basic terms of this Agreement but not providing or otherwise disclosing all terms of the Agreement nor a copy of the Agreement itself; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; (5) to prospective settlement administrators in order to obtain estimates of administration expenses; or (6) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendants, and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, with any third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that “the matter was resolved,” or words to that effect. This paragraph does not restrict Class Counsel’s communications with Class Members in accordance with Class Counsel’s ethical obligations owed to Class Members, nor Defendants’ usual and customary communications with Class Members in the ordinary course of regular business activities unrelated to the Actions.

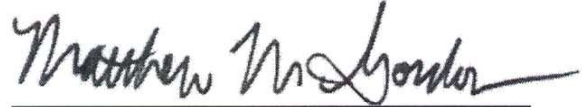
These Amendments of the Agreement expressly supersede the original provisions and are incorporated by reference in the Agreement.

The Parties further agree that based on the amendment to Section 1.14, the escalator clause provisions of Section 8 are no longer relevant and applicable. Plaintiffs acknowledge that based on the workweek data provided to the Administrator prior to the foregoing amendment to Section 1.14, the escalator clause provisions of Section 8 would not have been triggered and therefore to preserve the intent of the financial terms of the Agreement, Section 8 of the Agreement is stricken in its entirety. The remaining sections of the Agreement shall not be renumbered.

In addition, the Class Notice is hereby amended to incorporate the changes to Section 1.14 of the Agreement. A copy of the revised Class Notice is attached hereto as Exhibit 1 and incorporated by reference in the Agreement.

Dated: October 17, 2025

MATERN LAW GROUP, PC



MATTHEW J. MATERN
MATTHEW W. GORDON
Attorneys for Plaintiffs
DANNY LOPEZ and LEWIS RENTERIA

Dated: October 20, 2025

THE NOURMAND LAW FIRM, APC



MICHAEL NOURMAND
JAMES A. DE SARIO
Attorneys for Plaintiff
JORGE GONZALEZ TREJO

Dated: October 20, 2025

FOLEY & LARDNER LLP



CHRISTOPHER WARD
Attorneys for Defendants
AIRCRAFT SERVICE INTERNATIONAL,
INC., MENZIES AVIATION (USA) INC.,
and AIR MENZIES INTERNATIONAL
(USA) INC.

EXHIBIT 1

COURT APPROVED NOTICE OF CLASS ACTION AND PAGA SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL

Lopez v. Aircraft Service International, Inc., et al. (Los Angeles Superior Court Case No. 21STCV26797)

Trejo v. Menzies Aviation (USA) Inc., et al. (Los Angeles Superior Court Case No. 23STCV15453)

Renteria v. Aircraft Service International, Inc., et al. (San Diego Superior Court Case No. 25CU019342C)

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from employee class action lawsuits (“Actions”) entitled *Lopez v. Aircraft Service International, Inc., et al.* (Los Angeles Superior Court Case No. 21STCV26797), *Trejo v. Menzies Aviation (USA) Inc., et al.* (Los Angeles Superior Court Case No. 23STCV15453), and *Renteria v. Aircraft Service International, Inc., et al.* (San Diego Superior Court Case No. 25CU019342C) for alleged wage and hour violations. The Actions were filed by Danny Lopez, Jorge Gonzalez Trejo, and Lewis Renteria (collectively, “Plaintiffs”) and seek (1) monetary relief for a class of all non-exempt employees of Defendants Aircraft Service International, Inc., Menzies Aviation (USA) Inc., and/or Air Menzies International (USA) Inc. (collectively, “Defendants”) in California at any time during the Class Period from June 30, 2019 through December 31, 2025 (“Class Members”); and (2) civil penalties under the California Private Attorneys General Act (“PAGA”) for all non-exempt employees of Defendants in California at any time during the PAGA Period from May 17, 2020 through June 23, 2025 (“Aggrieved Employees”).

The scope of the Settlement expressly **excludes** all certified claims in the case entitled *Amaya v. Menzies Aviation (USA) Inc.* (U.S. District Court Case No. 2:22-cv-05915-HDV-MAR) (the “*Amaya* Action”), from June 30, 2019 through October 7, 2024, including claims for (i) failure to pay wages for missed meal periods; (ii) failure to pay wages for missed rest periods; (iii) failure to reimburse business expenses; (iv) failure to provide accurate, itemized wage statements; and (v) waiting time penalties. **If you are member of the certified class in the *Amaya* Action, you will remain eligible to recover money in that case even if you participate in this Settlement.**

The proposed Settlement has two main parts: (1) a Class Settlement requiring Defendants to fund Individual Class Payments, and (2) a PAGA Settlement requiring Defendants to fund Individual PAGA Payments and pay penalties to the California Labor and Workforce Development Agency (“LWDA”).

Based on Defendants’ records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ [REDACTED] (less withholdings) and your Individual PAGA Payment is estimated to be \$ [REDACTED]**. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendants’ records you are not eligible for an Individual PAGA Payment under the Settlement because you did not work during the PAGA Period.)

The above estimates are based on Defendants' records showing that **you worked [] workweeks during the Class Period and you worked [] pay periods during the PAGA Period**. If you believe that you worked more workweeks or pay periods during either period, you can submit a challenge by the deadline date. *See* Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval. Your legal rights are affected whether you act or not. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendants to make payments under the Settlement and requires Participating Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You do not have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against Defendants.
- (2) **Opt Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt out) by submitting a written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendants. You cannot opt out of the PAGA portion of the proposed Settlement.

Defendants will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You do not have to do anything to participate in the Settlement.	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendants that are covered by this Settlement (i.e., the Released Class Claims and the Released PAGA Claims, if you qualify as an Aggrieved Employee).
You can opt out of the Class Settlement but not the PAGA Settlement.	If you do not want to fully participate in the proposed Settlement, you can opt out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members

The opt out deadline is [REDACTED].	cannot object to any portion of the proposed Settlement. <i>See</i> Section 6 of this Notice. You cannot opt out of the PAGA portion of the proposed Settlement. Defendants must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue the Released PAGA Claims (defined below).
Participating Class Members can object to the Class Settlement but not the PAGA Settlement. Written objections must be submitted by [REDACTED].	All Class Members who do not opt out (“Participating Class Members”) can object to any aspect of the proposed Class Settlement. The Court’s decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiffs who pursued the Actions on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs, but every dollar paid to Class Counsel and Plaintiffs reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiffs if you think they are unreasonable. <i>See</i> Section 7 of this Notice.
You can participate in the Final Approval Hearing.	The Court’s Final Approval Hearing is scheduled to take place on [REDACTED]. You do not have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own expense), in person, by telephone, or by using the Court’s virtual appearance platform. Participating Class Members can orally object to the Settlement at the Final Approval Hearing. <i>See</i> Section 8 of this Notice.
You can challenge the calculation of your Workweeks/Pay Periods. Written challenges must be submitted by [REDACTED].	The amount of your Individual Class Payment and Individual PAGA Payment (if any) depends on how many workweeks you worked at least one day during the Class Period and how many pay periods you worked at least one day during the PAGA Period, respectively. The number of Class Period Workweeks and PAGA Pay Periods you worked according to Defendants’ records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [REDACTED]. <i>See</i> Section 4 of this Notice.

1. WHAT ARE THE ACTIONS ABOUT?

Plaintiffs are current and former non-exempt employees of Defendants. The Actions allege Defendants violated California labor laws by, among other things, failing to provide meal periods and rest periods, failing to pay overtime wages and minimum wages, failing to pay all wages due upon separation, failing to reimburse necessary business expenses, failing to furnish accurate itemized wage statements, failing to maintain required records, and failing to timely pay wages.

Based on the same claims, Plaintiffs Lopez and Trejo have also asserted a claim for civil penalties under the California Labor Code Private Attorneys General Act (Labor Code sections 2698, *et seq.*) (“PAGA”). Defendants deny the allegations in the Actions and Defendants assert they have properly paid non-exempt employees.

2. WHAT DOES IT MEAN THAT THE ACTIONS HAVE SETTLED?

So far, the Court has made no determination whether Defendants or Plaintiffs are correct on the merits. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Actions by negotiating an end to the cases by agreement (settle the cases) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Actions and enforcing the Agreement, Plaintiffs and Defendants have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendants do not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendants have agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) Settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine Final Approval.

3. WHAT ARE THE IMPORTANT TERMS OF THE PROPOSED SETTLEMENT?

- a. Defendants Will Pay \$4,000,000.00 as the Gross Settlement Amount. Defendants have agreed to deposit the Gross Settlement Amount of \$4,000,000.00 into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement Amount to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorneys’ fees and expenses, the Settlement Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement Amount either by January 2, 2026 or not more than 15 days after the Judgment entered by the Court becomes final, whichever is later. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.
- b. Court Approved Deductions from the Gross Settlement Amount. At the Final Approval Hearing, Plaintiffs and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement Amount, the amounts of which will be decided by the Court at the Final Approval Hearing:
 - i. Up to \$1,333,333.33 (one-third of the Gross Settlement Amount) to Class Counsel (Matern Law Group, PC and The Nourmand Law Firm, APC) for

attorneys' fees and up to \$170,000.00 for litigation expenses. To date, Class Counsel has worked on and incurred expenses in the Actions without payment.

- ii. Up to \$20,000.00 to each Plaintiff, for a total of \$60,000.00, as Class Representative Service Payments for filing the Actions, working with Class Counsel, and representing the Class. The Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payments and any Individual PAGA Payments.
- iii. Up to \$40,000.00 to the Administrator for services administering the Settlement.
- iv. Up to \$500,000.00 for PAGA Penalties, allocated 75% (\$375,000.00) to be paid to the LWDA and 25% (\$125,000.00) in Individual PAGA Payments to be paid to Aggrieved Employees pro rata based on their respective number of PAGA Pay Periods.

Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

- c. Net Settlement Amount Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement Amount (the "Net Settlement Amount") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- d. Taxes Owed on Payments to Class Members. The Settlement shall be broken down as follows: 20% ("Wage Portion") of each Individual Class Payment to taxable wages and 80% ("Non-Wage Portion") to penalties and interest. The Wage Portion is subject to withholding and will be reported on IRS W-2 Forms. Defendants will separately pay employer payroll taxes they owe on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

Although Plaintiffs and Defendants have agreed to these allocations, neither side is giving you any advice on whether your payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

- e. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you do not cash it by the void date, your

check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the monies represented by your check are sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

- f. Requests for Exclusion from the Class Settlement (Opt Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [REDACTED], that you wish to opt out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [REDACTED] Response Deadline. The Request for Exclusion should be a letter from you or your representative setting forth your name, present address, telephone number, and a simple statement that you elect to be excluded from the Settlement. Excluded Class Members (*i.e.*, Non-Participating Class Members) will not receive Individual Class Payments but will preserve their rights to personally pursue wage and hour claims against Defendants.
- g. You cannot opt out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendants based on the PAGA Period facts alleged in the Action.
- h. The Proposed Settlement Will Be Void If the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and Defendants have agreed that, in either case, the Settlement will be void: Defendants will not pay any money and Class Members will not release any claims against Defendants.
- i. Administrator. The Court has appointed a neutral company, Phoenix Settlement Administrators (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion or objections. The Administrator will also decide Class Member challenges over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
- j. Participating Class Members' Release. After the Judgment is final and Defendants have fully funded the Gross Settlement Amount and employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that, unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Actions and resolved by this Settlement. **If you are a member of**

the certified class in the *Amaya* Action, however, you will remain eligible to recover money in that case for the certified claims, even if you participate in this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims arising during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the operative complaints in the Actions, including: (a) failure to provide meal periods; (b) failure to provide rest periods; (c) failure to pay overtime wages and/or to properly calculate overtime wages due; (d) failure to pay minimum wages ; (e) failure to pay all wages upon termination; (f) failure to furnish accurate itemized wage statements; (g) failure to reimburse for necessary expenditures incurred in discharge of duties; (h) failure to permit employees to inspect or receive a copy of records; (i) failure to timely pay wages during employment; (j) failure to maintain required records; and (k) unfair competition (the “Released Class Claims”). The Released Class Claims expressly exclude the Certified *Amaya* Claims from June 30, 2019 through October 7, 2024. Except for the Released PAGA Claims, if eligible as an Aggrieved Employee, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

“Released Parties” means Defendants, Menzies Aviation, Inc., Aeroground, Inc., Simplicity Ground Services LLC, John Menzies Limited, and each of their former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries, and affiliates.

The “Certified *Amaya* Claims” means all claims certified on February 8, 2024 in the case entitled *Dora Patricia Amaya, et al. v. Menzies Aviation (USA), Inc.* (United States District Court Case No. 2:22-cv-05915-HDV-MAR), including: (i) failure to pay wages for missed meal periods; (ii) failure to pay wages for missed rest periods; (iii) failure to reimburse business expenses; (iv) failure to provide accurate, itemized wage statements; and (v) waiting time penalties.

- k. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and Defendants have paid the Gross Settlement Amount (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from the Released PAGA Claims, whether or not the Aggrieved Employees exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt out of the

Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendants or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

“Released PAGA Claims” means all claims for PAGA penalties arising during the PAGA Period that were pled in the operative complaints in the Actions and/or the PAGA Notices or that reasonably could have been pled based upon the factual allegations in the operative complaints in the Actions and/or the PAGA Notices, including without limitation those claims covered by the release language in Section 3(j) of this Notice.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- a. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- b. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$125,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Pay Periods worked by each individual Aggrieved Employee.
- c. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendants’ records, are stated on the first page of this Notice. You have until [REDACTED] to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email, or fax. Section 9 of this Notice has the Administrator’s contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants’ calculation of Workweeks and/or Pay Periods based on Defendants’ records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants’ Counsel. The Administrator’s decision is final. You can’t appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

- a. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (*i.e.*, every Class Member who does

not opt out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment, if applicable.

- b. Non-Participating Class Members. The Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee who opts out of the Class Settlement (*i.e.*, every Non-Participating Class Member who qualifies as an Aggrieved Employee).

Your check will be sent to the same address as in this Notice. If you change your address, be sure to notify the Administrator as soon as possible. Section 9 of this Notice has the Administrator's contact information.

6. HOW DO I OPT OUT OF THE CLASS SETTLEMENT?

To opt out of the Class Settlement, submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Actions as *Lopez v. Aircraft Service International, Inc., et al.*, *Trejo v. Menzies Aviation (USA) Inc., et al.*, and *Renteria v. Aircraft Service International, Inc. et al.*, and include your identifying information (full name, address, telephone number, and last 4 digits of social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid. Section 9 of the Notice has the Administrator's contact information. Remember, you cannot opt out of the PAGA portion of the Settlement.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiffs and Defendants are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, reasonable, and adequate, and (2) a Motion for Fees, Litigation Expenses, and Class Representative Service Payments stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as Class Representative Service Payments. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Court's website ([REDACTED]).

A Participating Class Member who disagrees with any aspect of the Settlement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses, and Class Representative Service Payments may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. The deadline for sending written objections to the Administrator is [REDACTED]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the

Actions as *Lopez v. Aircraft Service International, Inc., et al.*, *Trejo v. Menzies Aviation (USA) Inc., et al.*, and *Renteria v. Aircraft Service International, Inc. et al.*, and include your name, current address, telephone number, and approximate dates of employment with Defendants and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at their own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing. Remember, you cannot object to the PGA portion of the Settlement.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but do not have to, attend the Final Approval Hearing on [REDACTED] at [REDACTED] in Department SSC-10 of the Los Angeles Superior Court, Spring Street Courthouse, located at 312 North Spring Street, Los Angeles, California 90012. At the Final Approval Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement Amount will be paid to Class Counsel, Plaintiffs, and the Administrator. The Court will invite comments from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website ([REDACTED]) beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendants and Plaintiffs have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to telephone or send an email to Class Counsel or the Administrator using the contact information listed below or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Actions, Case No. 21STCV26797 and Case No. 23STCV15453. You can also make an appointment to personally review court documents in the Clerk's Office.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

The contact information for the Settlement Administrator is as follows:

[REDACTED]

The contact information for Class Counsel is as follows:

Matthew J. Matern, Esq.
Matthew W. Gordon, Esq.
Irina Kirnosova, Esq.
MATERN LAW GROUP, PC
2101 E. El Segundo Boulevard, Suite 403
El Segundo, California 90245
Telephone: (310) 531-1900
Fax: (310) 531-1901
Attorneys for Plaintiffs Danny Lopez and Lewis Renteria

Michael Nourmand, Esq.
James A. De Sario, Esq.
THE NOURMAND LAW FIRM, APC
8822 West Olympic Boulevard
Beverly Hills, California 90211
Telephone: (310) 553-3600
Facsimile (310) 553-3606
Attorneys for Plaintiff Jorge Gonzalez Trejo

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void, you should consult the California Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

To receive your check, you should immediately notify the Administrator if you move or otherwise change your mailing address.

EXHIBIT F

SECOND AMENDMENT TO CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

Pursuant to Section 12.10 of the Class Action and PAGA Settlement Agreement (“Agreement”), this Second Amendment to Class Action and PAGA Settlement Agreement (“Amendment”) is made by and between Plaintiffs Danny Lopez, Jorge Gonzalez Trejo and Lewis Renteria, on the one hand, and Defendants Aircraft Service International, Inc., Menzies Aviation (USA) Inc., and Air Menzies International (USA) Inc., on the other, through their respective counsel of record.

Section 5.2 of the Agreement is hereby amended as follows:

- 5.2. Release by Participating Class Members. All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release the Released Parties from all claims arising during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the operative complaints in the Actions, including: (a) failure to provide meal periods; (b) failure to provide rest periods; (c) failure to pay overtime wages and/or to properly calculate overtime wages due; (d) failure to pay minimum wages ; (e) failure to pay all wages upon termination; (f) failure to furnish accurate itemized wage statements; (g) failure to reimburse for necessary expenditures incurred in discharge of duties; (h) failure to permit employees to inspect or receive a copy of records; (i) failure to timely pay wages during employment; (j) failure to maintain required records; and (k) unfair competition (the “Released Class Claims”). The Released Class Claims expressly exclude the Certified *Amaya* Claims from June 30, 2019 through October 7, 2024. Except as set forth in Paragraph 5.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

This amendment to Section 5.2 expressly supersedes the original provision and is incorporated by reference in the Agreement.

Dated: March 20, 2026

MATERN LAW GROUP, PC



MATTHEW J. MATERN

MATTHEW W. GORDON

Attorneys for Plaintiffs

DANNY LOPEZ and LEWIS RENTERIA

Dated: March 19, 2026

THE NOURMAND LAW FIRM, APC

James A. De Sario

MICHAEL NOURMAND

JAMES A. DE SARIO

Attorneys for Plaintiff

JORGE GONZALEZ TREJO

Dated: March __, 2026

FOLEY & LARDNER LLP

CHRISTOPHER WARD

Attorneys for Defendants

AIRCRAFT SERVICE INTERNATIONAL,

INC., MENZIES AVIATION (USA) INC.,

and AIR MENZIES INTERNATIONAL

(USA) INC.

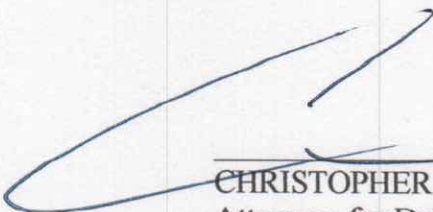
Dated: March __, 2026

THE NOURMAND LAW FIRM, APC

MICHAEL NOURMAND
JAMES A. DE SARIO
Attorneys for Plaintiff
JORGE GONZALEZ TREJO

Dated: March 19, 2026

FOLEY & LARDNER LLP



CHRISTOPHER WARD
Attorneys for Defendants
AIRCRAFT SERVICE INTERNATIONAL,
INC., MENZIES AVIATION (USA) INC.,
and AIR MENZIES INTERNATIONAL
(USA) INC.

EXHIBIT G



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

CASE ASSUMPTIONS

Class Members	6,294
Opt Out Rate	1%
Opt Outs Received	63
Total Class Claimants	6,231
Subtotal Admin Only	\$36,500.00

Not-to-Exceed Total \$36,500.00

For 6294 Class Members

Pricing Good for Scope of Estimate Only

March 12, 2026

Case: Lopez v. Aircraft Service Int'l, Inc., et al. Opt-Out Administration wTranslation

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Matthew W. Gordon

Firm: Matern Law Group

Contact Number: (310) 531-1900

Email: mgordon@maternlawgroup.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.

Estimate is based on 6294 Class Members. Class data **Must** be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

Administrative Tasks:	Rate	Hours/Units	Line Item Estimate
Programming Manager	\$125.00	3	\$375.00
Programming Database & Setup	\$125.00	3	\$375.00
Toll Free Setup*	\$148.74	1	\$148.74
Call Center & Long Distance	\$2.00	16	\$32.00
NCOA (USPS)	\$255.00	2	\$510.00
Total			\$1,440.74

* Up to 120 days after disbursement

Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Spanish Translation / Reporting

Project Action	Rate	Hours/Units	Line Item Estimate
Notice Packet Formatting	\$125.00	3	\$375.00
Data Merge & Duplication Scrub	\$0.50	6,294	\$3,147.00
Notice Packet & Opt-Out Form	\$1.00	6,294	\$6,294.00
Estimated Postage (up to 2 oz.)*	\$0.69	6,294	\$4,342.86
Static Website	\$225.00	1	\$225.00
Language Translation	\$1,000.00	1	\$1,000.00
Total			\$15,383.86

* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Associate	\$55.00	3	\$165.00
Skip Tracing Undeliverables	\$2.00	315	\$629.40
Remail Notice Packets	\$1.00	315	\$314.70
Estimated Postage	\$0.69	315	\$217.14
Programming Undeliverables	\$50.00	3	\$150.00
Total			\$1,476.24

Database Programming / Processing Opt-Outs, Deficiencies or Disputes

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Claims Database	\$135.00	2	\$270.00
Non Opt-Out Processing	\$200.00	1	\$200.00
Case Associate	\$55.00	2	\$110.00
Opt-Outs/Deficiency/Dispute Letters	\$10.00	5	\$50.00
Case Manager	\$75.00	2	\$150.00
Total			\$780.00

Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks

Project Action:	Rate	Hours/Units	Line Item Estimate
Programming Calculations	\$135.00	3	\$405.00
Disbursement Review	\$135.00	3	\$405.00
Programming Manager	\$95.00	3	\$285.00
QSF Bank Account & EIN	\$100.00	2	\$200.00
Check Run Setup & Printing	\$125.00	5	\$625.00
Mail Class Checks *	\$1.00	6,231	\$6,231.06
Estimated Postage	\$0.69	6,231	\$4,299.43
Total			\$12,450.49

* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations

Project Action:	Rate	Hours/Units	Line Item Estimate
Case Supervisor	\$125.00	6	\$750.00
Remail Undeliverable Checks (Postage Included)	\$1.50	156	\$233.66
Case Associate	\$55.00	4	\$220.00
Reconcile Uncashed Checks	\$95.00	4	\$380.00
Conclusion Reports	\$150.00	1	\$150.00
Case Manager Conclusion	\$80.00	2	\$160.00
Final Reporting & Declarations	\$125.00	2	\$250.00
IRS & QSF Annual Tax Reporting * (1 State Tax Reporting Included)	\$2,825.00	1	\$2,825.00
Total			\$4,968.66

* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

Estimate Total: \$36,500.00



TERMS AND CONDITIONS

Provisions: The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

Data Conversion and Mailing: The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

Claims: PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

Payment Terms: All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

Tax Reporting Requirements

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.

EXHIBIT H

EXHIBIT I

1 Michael Nourmand, Esq. (SBN 198439)
mnourmand@nourmandlawfirm.com
2 James A. De Sario, Esq. (SBN 262552)
jdesario@nourmandlawfirm.com
3 THE NOURMAND LAW FIRM, APC
8822 West Olympic Boulevard
4 Beverly Hills, California 90211
Telephone: (310) 553-3600
5 Facsimile: (310) 553-3603

6 Attorneys for Plaintiff
JORGE GONZALEZ TREJO, on behalf of
7 himself and all others similarly situated
[Additional counsel on next page]
8

9 SUPERIOR COURT OF THE STATE OF CALIFORNIA

10 FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

11 JORGE GONZALEZ TREJO, DANNY
LOPEZ and LEWIS RENTERIA, on behalf
12 of themselves and all others similarly
situated,

13 Plaintiffs,

14 v.

15 MENZIES AVIATION (USA) INC., a
16 Delaware corporation; AIRCRAFT SERVICE
INTERNATIONAL, INC., a Delaware
17 corporation; AIR MENZIES
INTERNATIONAL (USA), INC., a
18 corporation; and DOES 1 through 100,
inclusive

19 Defendants.
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CASE NO. 23STCV15453
Consolidated with Case No. 21STCV26797

[Assigned for all purposes to the
Hon. William F. Highberger, Dept. SS-10]

**[PROPOSED] SCHEDULE PURSUANT
TO LASC GUIDELINES FOR MOTIONS
FOR PRELIMINARY AND FINAL
APPROVAL OF CLASS SETTLEMENT**

Date: June 23, 2026
Time: 10:30 a.m.
Dept.: SS-10

Complaint Filed: June 30, 2023
Trial Date: None Set

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Pursuant to Los Angeles County Superior Court's Guidelines for Motions for Preliminary and Final Approval of Class Settlement, Plaintiffs submit the following proposed schedule for class notice, objection, opt-out, motion for final approval and motion for attorneys' fees:

Event	Date
Deadline for Defendants to provide the Class Data to the Administrator:	July 15, 2026 [15 business days following preliminary approval]
Deadline for the Administrator to mail the Class Notice to the Settlement Class:	August 5, 2026 [21 days following receipt of the Class Data]
Deadline for Settlement Class Members to submit a dispute, a Request for Exclusion, or an Objection to the Settlement:	October 5, 2026 [60 calendar days after mailing of the Class Notice]
Deadline for Plaintiffs to file Motion for Final Approval of Class Action and PAGA Settlement and Motion for Attorneys' Fees and Costs:	November 23, 2026 [16 court days before Final Approval Hearing]