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Attorneys for Plaintiff
JORGE GONZALEZ TREJO, on behalf of 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,

v.

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. 10]

DECLARATION OF JODEY LAWRENCE RE PLAINTIFF'S MOTION FOR PRELIMINARY APPPROVAL OF CLASS ACTION AND PAGA SETTLEMENT

Date:
Time:
Dept.: 10

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

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DANNY LOPEZ and LEWIS RENTERIA

DECLARATION OF JODEY LAWRENCE

I, Jodey Lawrence, declare as follows:

1. I have personal knowledge of the facts set forth herein and if called upon to testify, I could and would do so competently under oath.

2. I am employed by Phoenix Class Action Administration Solutions ("Phoenix"), as President of Business Development.

3. I personally have over sixteen years of experience in claims management and administration of class and collective action matters.

4. Phoenix has never had any financial interest in, nor any affiliation with, the Parties or their counsel in the matter of Lopez et al. v. Aircraft Service International, Inc. et al. Phoenix also has no actual or potential conflicts of interest with the Class.

Qualifications and Experience as an Administrator

5. A true and correct copy of Phoenix's Curriculum Vitae is attached hereto as **Exhibit A.**

6. Phoenix has extensive experience administering class action matters and has been appointed as the administrator in matters pending in both State and Federal courts. Phoenix has administered complex wage-and-hour, labor and employment, consumer/product liability, TCPA, FLSA, FACTA, ERISA, PAGA, and class action matters through final approval and distribution. Phoenix has developed a robust system of quality assurance measures to ensure that the highest quality service is provided.

7. Phoenix has extensive experience in, and are experts, at all aspects of administrating complex class action matters. This includes: (a) preparing, translating, printing, mailing and tracking privacy notices; (b) operating a 24/7/365 multi-lingual call center; (c) establishing settlement websites; (d) claims management; (e) USPS processes and systems, including third party tracing and the use of reverse telephone directory services; (f) database management, programming and security protocols; (g) calculating and issuing settlement payments; and (8) tax management, filings, and account reconciliation.

/ / /

8. Phoenix's Claims Management Group has extensive experience in all aspects of Notification and Identification of Class Members, Claims Processing, Formulation and Calculation Methodologies, Award Distribution and Taxation, and Accounting and Reconciliation.

Protection of Class Data

9. Phoenix has adequate procedures in place to safeguard the data and funds to be entrusted to it. Phoenix's Technology and Banking Groups are directly involved with Management on all issues regarding Information Security and Settlement Fund transfers, as it pertains to the continuance of business processes, and all risk, vulnerability, and security assessments as it pertains to sensitive data. The groups, along with Phoenix's internal systems, monitor and communicate with Management on a comprehensive level to prevent potential Strategic or Compliance Risks. All processing of confidential and personal information is handled and maintained within the organization and therefore all data received is kept within a strict chain of custody internally. All informational assets are classified and assigned based on an initial case assessment as well as client and procedural requirements. The Technology Group handles all higher-level ownership of information and physical peripherals, as well as ownership of direct/indirect assets associated with technology and the continuance of business. Specific Users, Groups, or Entities are assigned Shared Ownership or Management Capability based on procedural needs and security level granted.

10. In addition to high levels of Data Center Policies/Procedures and Facility/Maintenance Security Protocols, Phoenix conducts semi-annual training to maintain additional safeguards regarding the following:

a. Phoenix's Business Continuity Policy;

b. Phoenix's Disaster Recovery Plan;

c. Phoenix's Incident Response Plan;

d. Phoenix's Personal Computer Security Policy;

e. Phoenix's Data Archiving and Retention Policy;

f. Phoenix's Personnel Security Policy;

g. Phoenix's Risk Assessment;

h. Phoenix's Service Provider Risk Assessment;

i. Phoenix's Classification and Access Rights Policy;

j. Phoenix's Password Policy;

k. Phoenix's Certification of Destruction; and

l. Phoenix's Security Awareness Training Program.

11. Phoenix currently maintains an errors and omissions insurance policy, with a limit of liability of $2,000,000, in addition to cyber insurance policy, with a limit of liability of $3,000,000.

Procedures for Notice Preparation

12. As part of the procedures for mailing the Class Notice, Phoenix will run the names of all Class Members through the National Change of Address Database ("NCOA") to determine any updated addresses prior to the initial mailing. If a Class Notice from the initial notice mailing is returned as undeliverable, Phoenix will attempt to obtain a current address for the Class Member to whom the returned Class Notice had been mailed within 3 (three) calendar days of receipt of the returned Class Notice by undertaking skip tracing. If Phoenix is successful in obtaining a new address, it will promptly remail the Class Notice to the Class Member. Furthermore, any Class Notices that are returned to Phoenix with a forwarding address before the Response Deadline will be promptly remailed to the forwarding address affixed thereto.

Phoenix Policies/Procedures for Data Breach and/or Mishandling of Funds

13. **Incident Identification and Reporting:** Phoenix utilizes monitoring tools and internal reporting procedures to promptly detect any suspected data breach or irregularity involving confidential information or case-related funds. Any employee who becomes aware

of a potential incident must immediately notify Phoenix's Compliance and Information Security teams.

14. **Investigation and Containment Procedures**: Upon receiving notice of a suspected breach or mishandling event, Phoenix initiates an internal investigation to determine scope, cause, and impact. Phoenix takes immediate steps to contain the incident, secure affected systems or funds, and prevent additional unauthorized access or transactions.

15. **Notification Protocols**: If a breach of confidential or personal information is confirmed, Phoenix follows all applicable legal and contractual notification requirements. This includes timely notification to counsel, affected Parties, and, when necessary, regulatory agencies. Phoenix provides details of the incident, corrective actions taken, and any recommended steps for impacted individuals.

16. **Remediation and Corrective Action** Phoenix promptly implement corrective measures to address identified vulnerabilities and prevent future incidents. This may include system enhancements, employee retraining, policy updates, or additional monitoring mechanisms.

17. **Detection of Financial Irregularities:** Any discrepancies, unauthorized transactions, or indications of mishandling are immediately escalated to Phoenix's Finance and Compliance teams. Phoenix reviews bank records, transaction logs, and authorization records to determine the root cause.

18. **Response to Mishandling of Funds:** If mishandling is confirmed, Phoenix takes immediate steps to correct the error, notify counsel, and implement appropriate safeguards. Phoenix may temporarily suspend affected processes until the issue is resolved, ensuring full accountability and documentation.

<u>Settlement Administration Cost</u>

19. Phoenix only employs certified and/or qualified translators to translate Court-approved notices for posting on Phoenix's website and dissemination to the Class.

20. Phoenix's costs are reasonable and competitive when compared to the industry.

21. To complete the settlement administration for this matter as defined herein, Phoenix's fee will include hard cost and hourly costs detailed below:

a. Hard Cost: Postage, Printing Supplies, Toll Free Setup, QSF Bank Setup, NCOA, Skip Tracing, Remailing, and Translation costs.

b. Hourly Cost: The hourly rates include Programming Database & Setup, Project Management, Notice Packet Formatting, Programming Undeliverable, Programming Claims Database, Programming Calculations, Disbursement Review, Printing of Notice & Checks, Reconcile Uncashed Checks, Conclusion Reports, Potential Tax Filing, and Case Management/Maintenance.

22. Phoenix prepared a detailed breakdown illustrating how its fee was calculated. A true and correct copy of Phoenix's Will Not Exceed Total bid of $36,500 is attached hereto as **Exhibit B.**

23. As part of the procedures for mailing the Class Notice, A true and correct copy of the proposed Class Notice and envelope to be used to send the notice is attached hereto as **Exhibit C.**

I declare under the penalty of perjury under the laws of the United States and state of California that the foregoing is true and correct. Executed on Mach 23, 2026 Orange, California.

Jodey Lawrence

Exhibit A

CLASS ACTION ADMINISTRATION SOLUTIONS

1411 N. Batavia Street, Suite 105, Orange, CA 92867

800.523.5773

www.phoenixclassaction.com

CURRICULUM VITAE

Phoenix, Class Action Administrators, PSA Overview

Phoenix Settlement Administrators, PSA, is a National Class Action Notification and Claims Administration firm, located in Orange County, California. PSA's core competencies ensure delivery of the highest quality and accuracy to its Clients and Class members. With a combined 38 years of expert experience, PSA,'s Managing Partners, Case Supervisors, Managers and Associates, Data Programming, and Certified Secure Strategic Partners possess all the qualities that our clients expect throughout the Noticing and Administration process to Final Approval. It is our Value Pricing, Efficiency, Experience, Consultative Expertise and Delivery, that has perpetuated PSA, as an emerging leader in Class Action Settlement Administration. Expert PSA staff members are currently managing Consumer and Product Liability, TCPA, ADA, Complex Labor & Employment, FLSA, ERISA and PAGA cases.

PSA has over 400 Attorney & Law Firm Clients, which have entrusted us with the management of their claims administration, because of the "Boutique" attention every case receives. PSA is value driven on all size cases. large or small, cases receive expert management, secure data custody, neutral communication and a dedicated team. This seamless process maintains superior case continuity to ensure our clients receive timely final approval and conclusion to their actions. Phoenix Settlement Administrators implements its successful C.A.S.E. solutions on all our class action matters.

With Hundreds of Millions of dollars in award distributions and currently under management since our inception, PSA has the ability and strengths to manage all levels of Complex Cases. PSA's Staff "Synergy" is our greatest attribute. It allows our people to work closely together and solve our client's case issues. PSA prides itself as a true "Third Party Administrator" and holds Neutrality and Service as a mantra. Because of this approach, both Defense and Plaintiff Clients experience fairness, trust and confidence in us, and allows for continued business from both parties. PSA has been appointed Third Party Administrator in State and Federal Courts.

We look forward to working with you on your next Class Action Noticing Campaign or Claims Administration. Let us design a C.A.S.E. solution, which will allow us to showcase the difference you'll experience. Superior Service, Class Savings Value Pricing and Timely Outcomes is why our clients come back to PSA.

PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

Expert Core Services

Initial Planning and Consultative Service on Class Action Cases and Noticing Plans.

State/Nationwide Noticing Expertise: Privacy, Media, Publication, Internet & Email Campaigns.

Attorney General(s) CAFA Notification & ADA Cases.

Claims Programming, Administration, Processing and Reporting.

24/7/365 Multi-Lingual Call Center Support and Claims Processing

Secure Data Management Environment, Individual Firewalls, Encrypted Data and Storage

Settlement Fund Calculations, Solutions, Award Distribution, Award Reconciliation

Tax Filings: State, Federal, EDD, ETT, FUTA, PAGA Payments

Partial PSA Client List, Defense and Plaintiff

Fisher & Phillips
Gordon & Rees
Paul Plevin Sullivan & Connaughton
Call & Jensen
Seyfarth Shaw
McKenna Long & Aldridge
Greenberg Traurig
Manning & Kass
Littler Mendelson
Perkins Coie
Orrick Herrington & Sutcliffe
Ogletree Deakins Nash Smoak & Stewart
Morrison Foerster
O'Hagan Meyer
Winston & Strawn
Sheppard Mullins
Lewis Brisbois Bisgaard & Smith
Morgan Lewis & Bockius
Paul Hastings
Snell & Wilmer
Sidley Austin
Higgs Fletcher & Mack
Jackson Lewis
Norton Rose Fulbright

Lavi & Ebrahimian, LLP
Work Lawyers, PC
Mahoney Law Group, APC
Law Office of Thomas Rutledge
Lawyers for Justice PC
Matern Law Group, PC
Rastegar Law Group
Diversity Law Group
Righetti & Glugoski
Cohelan, Khoury & Singer
Moon Law Group, PC
Tunyan Law, APC
The Spivak Law Firm
Law Offices of Kenneth Yoon
Paul Haines Law Group
Parris Law Firm
Mallison & Martinez
Jackson, APC
David Yeremian & Associates
Aegis Law Firm
Lauby, Mankin & Lauby, APC
Parker & Minne, LLP
Crosner Legal, APC
Setareh Law Group

Phoenix Settlement Administrators 1411 N. Batavia St. Suite 105 Orange, CA 92867
Phone: 800.523.5773 **Fax**: 949.209.2503
www.psaclassaction.com

Exhibit B

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';, 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 responsibilty.

Estimate Total:	**$36,500.00**

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CLASS ACTION ADMINISTRATION SOLUTIONS

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 C

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 $ [ ] (less withholdings) and your Individual PAGA Payment is estimated to be $ [ ]**. 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 [ ].	cannot object to any portion of the proposed Settlement. *See* 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 [ ].**	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. *See* 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 [ ]. 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. *See* Section 8 of this Notice.
You can challenge the calculation of your Workweeks/Pay Periods. **Written challenges must be submitted by [ ].**	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 [ ]. *See* 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. <u>Defendants Will Pay $4,000,000.00 as the Gross Settlement Amount</u>. 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. <u>Court Approved Deductions from the Gross Settlement Amount</u>. 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 [ ], 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 [ ] 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 [ ] 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 [ ], 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 ([ ]).

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 [ ]. 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 [   ] at [   ] 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 ([   ]) 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:

[   ]

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.

Lopez v. Aircraft Service Internation, Inc. et al.
c/o Phoenix Settlement Administrators
P.O. Box 7208
Orange, CA 92863

PSA ID
First Name Last Name
Address
City, State Zip Code