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Attorneys for Plaintiffs Angelyna Celio, Matthew Lytle, Robert Martin, and Donell Fort on behalf of themselves and all others similarly situated

SUPERIOR COURT OF CALIFORNIA

COUNTY OF ALAMEDA

ANGELYNA CELIO, MATTHEW LYTLE,
ROBERT MARTIN, and DONELL FORT,
on behalf of themselves and others similarly
situated

Plaintiffs,

v.

AIR INTERNATIONAL US, INC., a
Delaware Corporation; and DOES 1
Through 10, inclusive,

Defendants.

Case No. RG21098764

ASSIGNED FOR ALL PURPOSES TO:

The Honorable Noël Wise
Department 514

CLASS AND REPRESENTATIVE ACTION

**SUPPLEMENTAL DECLARATION OF
ISAM C. KHOURY IN SUPPORT OF
MOTION FOR ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION SETTLEMENT**

Hearing Information

Date: October 19, 2023

Time: 3:00 p.m.

Dept: 514

Judge: Hon. Noël Wise

Reservation No: 405363008773 (Continued)

Complaint filed: May 10, 2021

Trial Date: Not Set

1 I, Isam C. Khoury, declare as follows:

2 1. I am a Founding Partner in the law firm Cohelan Khoury & Singer, co-counsel of
3 record for Plaintiffs Angelyna Celio, Matthew Lytle, Robert Martin, and Donell Fort. I submit
4 this supplemental declaration in support of Plaintiffs' Motion for Order Granting Preliminary
5 Approval of Class Action Settlement. The following facts are within my personal knowledge
6 and if called to testify I could and would competently testify to them.

7 2. On August 21, 2023, the Court issued its Tentative Ruling regarding Plaintiffs'
8 Motion for Preliminary Approval of Class Action Settlement. The Court continued the hearing
9 to October 19, 2023, to allow the Parties to address the Court's concerns regarding uncashed
10 settlement checks, as well as make necessary revisions to the Notice of Class Action Settlement.

11 3. The Parties have amended the Class Action and PAGA Representative Action
12 Settlement Agreement and Release of Claims ("Agreement"), by entering into a Second
13 Addendum which designates California Rural Legal Assistance, Inc. ([https://crla.org/about-](https://crla.org/about-crla)
14 [crla](https://crla.org/about-crla)), a non-profit providing free legal services to low-income residents of California's rural
15 counties as the *cy pres* recipient of uncashed checks after the 180 day void date. The California
16 Rural Legal Assistance, Inc. is an appropriate *cy pres* recipient because it serves the public
17 interest by providing important legal services to individuals in rural counties who otherwise
18 would not be able to afford to vindicate their legal rights and have limited access to legal
19 services. I, nor any attorneys at my firm, have any connection to or relationship with California
20 Rural Legal Assistance, Inc.

21 4. Attached as Exhibit 1 is a true and correct copy of the Second Addendum to
22 Class Action and PAGA Representative Action Settlement Agreement and Release of Claims.

23 5. The Notice of Class Action Settlement has been revised to be consistent with the
24 revisions made to the Agreement through the Second Addendum, detailed above.

25 6. Further, the Notice of Class Action Settlement was modified to be consistent
26 with the Court's requests in its Tentative Ruling by making the following edits:

27 a. **Section IV. What are the Terms of the Settlement?, Payments to**
28 **Class Members**: revised to be consistent with Second Addendum's designation as California

1 Rural Legal Assistance, Inc. as cy pres beneficiary of uncased settlement funds.

2 b. **Section IV.C. What other option do I have?, Object to Settlement:**
3 revised to be consistent with Court's requested language in tentative ruling to read: (b) be filed
4 with the Clerk of the Court either: in person or by drop-box at the René C. Davidson
5 Courthouse, located at 1225 Fallon Street, Oakland, California 94612, or the Hayward Hall of
6 Justice, located at 24405 Amador Street, Hayward, California 94544, or electronically filed;

7 c. **Section VIII. What is the next step?:** revised to reflect Department
8 514's address: Alameda County Superior Court, Hayward Hall of Justice, located at 24405
9 Amador Street, Hayward, CA 94544.

10 d. **Section IX. How can I get additional information?:** revised to be
11 consistent with Court's requested language in tentative ruling to read: (b) at the René C.
12 Davidson Courthouse, located at 1225 Fallon Street, Oakland, California 94612, or the Hayward
13 Hall of Justice, located at 24405 Amador Street, Hayward, CA 94544,... .

14 7. Attached as Exhibit 2 is the revised Notice of Class Action Settlement. A
15 redlined copy of the revised Notice of Class Action Settlement is attached as Exhibit 3 for the
16 Court's convenience.

17 8. On the same date this motion and its exhibits are filed with the Court, they will
18 be served upon Defendant and provided to the Labor and Workforce Development Agency via
19 its website, using the appropriate intake form. Attached as Exhibit 4 is a true and correct copy
20 of the LWDA confirmation of Receipt.

21 I declare under the penalty of perjury under the laws of the State of California the
22 foregoing is true and correct and this declaration is executed October 12, 2023, in San Diego,
23 California.

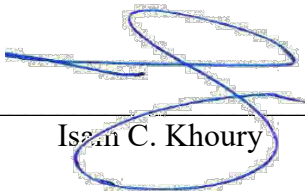
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EXHIBIT 1

1 SEYFARTH SHAW LLP
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2 crowley@seyfarth.com
Eric M. Lloyd (SBN 254390)
3 elloyd@seyfarth.com
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4 San Francisco, California 94105
Telephone: (415) 397-2823
5 Facsimile: (415) 397-8549

6 Attorneys for Defendant
Defendant AIR INTERNATIONAL (US) INC.

7 *(Additional Counsel Listed on Next Page)*
8

9
10 SUPERIOR COURT OF THE STATE OF CALIFORNIA
11 FOR THE COUNTY OF ALAMEDA

12 ANGELYNA CELIO, MATTHEW LYTLE,
13 ROBERT MARTIN, and DONELL FORT, on
14 behalf of themselves and others similarly situated
and aggrieved,

15 Plaintiffs,

16 v.

17 AIR INTERNATIONAL (US) INC., a Delaware
18 Corporation; and DOES 1 through 10, inclusive,

19 Defendants.
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Case No. RG21098764

SECOND ADDENDUM TO CLASS
ACTION AND PAGA REPRESENTATIVE
ACTION SETTLEMENT AGREEMENT
AND RELEASE OF CLAIMS

Class Action Complaint Filed: 5-10-21
First Amended Complaint Filed: 6-07-21

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12 Attorneys for Plaintiffs
ANGELYNA CELIO, DONELL FORT, MATTHEW LYTLER and ROBERT MARTIN
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1 This Second Addendum to the Class Action Settlement Agreement and Release of Claims
2 (“Second Addendum”) is made and entered into by and between (1) Plaintiffs ANGELYNA CELIO,
3 DONELL FORT, MATTHEW LYTLE and ROBERT MARTIN—individually and on behalf of the
4 Class Members and Aggrieved Employees defined below—and (2) AIR INTERNATIONAL US, INC.,
5 pursuant to Paragraph 8.9. of the Class Action Settlement Agreement and Release of Claims
6 (“Agreement,” “Settlement,” or “Stipulation of Settlement”) previously entered into by the Parties.

7 Excepting only the provisions of the Agreement and the initial Addendum to the Class Action
8 Settlement Agreement and Release of Claims (“Addendum”) that are expressly modified by this Second
9 Addendum, the Agreement and Addendum remain in full force and effect. By executing this Second
10 Addendum, the Parties agree to be bound by its terms, as follows:

11 The following Sections 5.4 and 5.5.2 are applicable to this Second Addendum and replace the
12 Sections 5.4 and 5.5.2 in the Agreement.

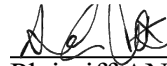
13 **5.4. PAGA Payment.** The Parties will seek approval for a Twenty-Five Thousand Dollar Exactly
14 (\$25,000.00) PAGA Payment. Seventy-Five percent (75%) of the PAGA Payment will be drawn from
15 the Gross Settlement Amount and paid to the L WDA, and Twenty-Five percent (25%) will be allocated
16 to the Net Settlement Amount. The portion of the PAGA Payment allocated to the Net Settlement Amount
17 that shall be distributed to Aggrieved Employees will be determined by dividing their total Eligible
18 Workweeks within the PAGA Claim Period by the total Eligible Workweeks worked by all Aggrieved
19 Employees within the PAGA Claim Period. That fraction will then be multiplied by the Twenty Five
20 Percent (25%) portion of the PAGA Payment to arrive at the Aggrieved Employee’s individual share.
21 These payments to Aggrieved Employees shall be allocated as One Hundred Percent (100%) penalties;
22 Aggrieved Employees will be responsible for paying any personal income taxes owed on the amounts
23 they receive. Any uncashed checks will be distributed to the *cy pres* recipient selected by the parties,
24 California Rural Legal Assistance, Inc., consistent with California Code of Civil Procedure § 384, subject
25 to Court approval and the Aggrieved Employee remains bound by the Settlement. Pursuant to California
26 Code of Civil Procedure § 384.4, the Parties and the attorneys signing this Agreement hereby notify the
27 Court that they and their respective firms have no relationship with or connection to the *cy pres* recipient,
28 California Rural Legal Assistance, Inc., that could create an appearance of impropriety. **5.5.2. Timing**

of Individual Settlement Payments to Class Members. The Settlement Administrator shall issue Individual Settlement Payments no later than Thirty (30) calendar days after Defendant advances sufficient funds, not to exceed the amount of the Gross Settlement Amount, to the Settlement Administrator. Any checks from the first distribution that are not cashed within One Hundred Eighty (180) calendar days from the date of the mailing of the checks shall be cancelled and said cancellation shall not affect the validity of the releases provided for herein and the Class Member shall be deemed to, nevertheless, be bound by the releases provided herein. Any uncashed checks will be distributed to the *cy pres* recipient selected by the parties, California Rural Legal Assistance, Inc., consistent with California Code of Civil Procedure § 384, subject to Court approval and the Class Member remains bound by the Settlement. Pursuant to California Code of Civil Procedure § 384.4, the Parties and the attorneys signing this Agreement hereby notify the Court that they and their respective firms have no relationship with or connection to the *cy pres* recipient, California Rural Legal Assistance, Inc., that could create an appearance of impropriety.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Second Addendum to the Class Action Settlement Agreement and Release of Claims between Plaintiffs, on the one hand, and Defendant, on the other hand, as of the date(s) set forth below:

SO AGREED:

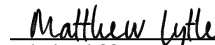
Dated: Oct 3rd, 2023


Plaintiff ANGELYNA CELIO

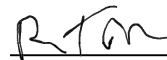
Dated: 10102023 2023


Plaintiff DONELL FORT

Dated: Oct 6th, 2023


Plaintiff MATTHEW LYTLE

Dated: Oct 3rd, 2023


Plaintiff ROBERT MARTIN

Dated: _____, 2023

By _____
AIR INTERNATIONAL (US) INC.

Its: _____

of Individual Settlement Payments to Class Members. The Settlement Administrator shall issue Individual Settlement Payments no later than Thirty (30) calendar days after Defendant advances sufficient funds, not to exceed the amount of the Gross Settlement Amount, to the Settlement Administrator. Any checks from the first distribution that are not cashed within One Hundred Eighty (180) calendar days from the date of the mailing of the checks shall be cancelled and said cancellation shall not affect the validity of the releases provided for herein and the Class Member shall be deemed to, nevertheless, be bound by the releases provided herein. Any uncashed checks will be distributed to the *cy pres* recipient selected by the parties, California Rural Legal Assistance, Inc., consistent with California Code of Civil Procedure § 384, subject to Court approval and the Class Member remains bound by the Settlement. Pursuant to California Code of Civil Procedure § 384.4, the Parties and the attorneys signing this Agreement hereby notify the Court that they and their respective firms have no relationship with or connection to the *cy pres* recipient, California Rural Legal Assistance, Inc., that could create an appearance of impropriety.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Second Addendum to the Class Action Settlement Agreement and Release of Claims between Plaintiffs, on the one hand, and Defendant, on the other hand, as of the date(s) set forth below:

SO AGREED:

Dated: _____, 2023

Plaintiff ANGELYNA CELIO

Dated: _____, 2023

Plaintiff DONELL FORT

Dated: _____, 2023

Plaintiff MATTHEW LYTLE

Dated: _____, 2023

Plaintiff ROBERT MARTIN

Dated: _____, 2023

By Kwangtaek Hong
AIR INTERNATIONAL (US) INC.

Its: General Manager

Approval As To Form And Content By Counsel:

Dated: October 10, 2023

SEYFARTH SHAW LLP

By



Christian J. Rowley
Eric M. Lloyd
Attorneys for Defendants AIR INTERNATIONAL US,
INC.

Dated: _____, 2023

COHELAN KHOURY & SINGER

By

Isam C. Khoury
Attorney for Plaintiffs ANGELYNA CELIO, DONELL
FORT, MATTHEW LYTLER and ROBERT MARTIN

Dated: _____, 2023

STONEBROOK LAW

By

Joseph Tojarieh
Attorney for Plaintiffs ANGELYNA CELIO, DONELL
FORT, MATTHEW LYTLER and ROBERT MARTIN

1 **Approval As To Form And Content By Counsel:**

2 Dated: _____, 2023

SEYFARTH SHAW LLP

3
4 By

Christian J. Rowley
Eric M. Lloyd
Attorneys for Defendants AIR INTERNATIONAL US,
INC.

5
6
7 Dated: October 3, 2023

COHELAN KHOURY & SINGER

8
9 By


Isam C. Khoury
Attorney for Plaintiffs ANGELYNA CELIO, DONELL
FORT, MATTHEW LYTLER and ROBERT MARTIN

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11
12 Dated: October 3, 2023

STONEBROOK LAW

13
14 By

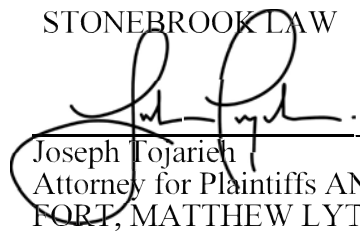

Joseph Tojarieh
Attorney for Plaintiffs ANGELYNA CELIO, DONELL
FORT, MATTHEW LYTLER and ROBERT MARTIN

EXHIBIT 2

NOTICE OF SETTLEMENT OF CLASS ACTION

YOU MAY QUALIFY FOR AN INDIVIDUAL SETTLEMENT PAYMENT PLEASE READ CAREFULLY

**Angelyna Celio, Matthew Lytle, Robert Martin and Donnell Fort, on behalf of themselves and others
similarly situated and aggrieved v. Air International US, Inc., a Delaware Corporation; and DOES 1
Through 10, inclusive**
Superior Court of the State of California, County of Alameda
Case No. RG21098764

To: All hourly, non-exempt employees of Air International US, Inc. (“Air International”) in California from May 10, 2017 through and including [Date] (the “Class”):

THIS NOTICE is of a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on [DATE] to address whether the proposed settlement should be approved (“Final Approval Hearing”). You may be entitled to receive a payment under the terms of this class action settlement contained in the Settlement Agreement.

[IDENTIFYING INFORMATION]

You have been identified as a Class Member in the above lawsuit. Under the terms of the proposed settlement, you are estimated to receive approximately \$[INSERT AMOUNT] as your share of the Net Settlement Amount should the Court grant the settlement in full. Please note that this is only an estimate. Your actual share of the Net Settlement Amount may be more or less than this estimate. Your estimate is based on the number of weeks you worked at Air International in California between May 10, 2017 through [Date] (the “Class Period”). Your options and eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT (SEE SECTION VIII FOR MORE DETAILS)	
DO NOTHING	Receive a settlement payment and give up your right to sue on the Released Claims described in Section III. This settlement does <u>not</u> require a claims process to receive a payment. Therefore, there is <u>no</u> claim form for you to complete should you wish to receive payment. You are automatically included and eligible to receive a payment once the Court approves the settlement. Please alert the Settlement Administrator if your mailing address changes.
EXCLUDE YOURSELF	You may “opt-out” of any connection with this case including any right to a settlement payment if you would like to retain the right to pursue your own individual claims against the Company. If you choose to opt-out, you must submit a Request for Exclusion by [DATE] (see Section VI). All persons who validly and timely opt-out of the Settlement will <u>not</u> receive any settlement payment and will preserve Released Claims described in Section IV subject to applicable statutes of limitations, except that Settlement Class Members who worked during the PAGA limitations period are nevertheless bound by the release of the PAGA claims.
OBJECT	Write to the Court and Settlement Administrator about why you do not like the Settlement by completing and submitting an Objection by [DATE] (see Section VI).
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.

I. Why should I read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in a case entitled *Angelyna Celio, Matthew Lytle, Robert Martin and Donnell Fort, on behalf of themselves and others similarly situated and aggrieved v. Air International US, Inc., a Delaware Corporation; and DOES 1 Through 10, inclusive*, Alameda County Superior Court Case No. RG21098764 (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

Air International’s records show that you were employed in California as a non-exempt employee (meaning you were paid hourly or otherwise eligible for overtime pay) at some point during the Class Period. The Court ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you were employed by Air International as a non-exempt employee in California during the Class Period, you are automatically included in the Settlement and do not need to take any further action to receive a payment. You should alert the Settlement Administrator, using the contact information provided herein, if you change your mailing address in the future.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

II. What is this lawsuit about?

On May 10, 2021, Plaintiffs and Class Representatives Angelyna Celio, Matthew Lytle, Robert Martin and Donnell Fort (“Plaintiffs”), through their attorneys (“Class Counsel”), filed a class action complaint against Air International for wage and hour violations on behalf of all current and former non-exempt employees who were employed by Air International in California at any time since May 10, 2017. Plaintiffs then filed, an amended complaint adding a claim for civil penalties under the California Private Attorneys General Act, California Labor Code section 2698 *et seq.*, on June 7, 2021. The complaints in the Lawsuit allege that Air International violated various Labor Code sections by failing to pay wages for all hours worked including overtime wages, as well as failing to provide all required meal and rest breaks, failing to timely pay final wages, failing to provide accurate and complete wage statements, and failing to reimburse necessary business expenses.

Air International denies these allegations and contends that it has done nothing wrong. Air International denies that it owes any wages, expenses, restitution, penalties, or other damages. Accordingly, this class Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Air International, which expressly denies all liability.

The Court has not ruled on the merits of the claims alleged in the Lawsuit. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose the Lawsuit if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, Air International and Plaintiffs have concluded that it is in their respective best interests and the interests of the Settlement Class to settle the Lawsuit on the terms summarized in this Notice. After an extensive provision of information to Class Counsel by Air International, the Settlement was reached following an arm’s length mediation. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Proposed Settlement was a good option to resolve the disputed claims.

The Class Representatives and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to Air International, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by Air International, this Settlement will not affect your employment. Air International will not take any adverse action against any Class Member because of the Class Member’s participation or decision not to participate in this Settlement.

III. Who are the attorneys?

Class Counsel:

Isam C. Khoury
Michael D. Singer
Marta Manus
Rosemary Khoury
Cohelan Khoury & Singer
605 C Street, Suite 200
San Diego, CA 92101
Tel: (619) 595-3001

Stonebrook Law
Joseph Tojarieh
10250 Constellation Boulevard, Suite 100
Los Angeles, CA 90067
Tel: (310) 553-5533

IV. What are the terms of the Settlement?

On **[Preliminary Approval Date]**, the Court certified a class, for settlement purposes only, of all hourly, non-exempt employees employed by Air International in California between May 10, 2017, through **[Date]** (the “Settlement Class”). Individuals who do not opt out of the Settlement Class, pursuant to the procedures set forth in this Notice, (“Class Members”) will be mailed Settlement checks and in exchange be bound by the Settlement and release of certain wage and penalty claims against Air International.

Without admitting any wrongdoing, Air International has agreed to pay Six Hundred Thousand Dollars (\$600,000) (the “Settlement Amount”) in U.S. dollars to fully resolve all claims in the Lawsuit, which includes payments for Individual Settlement Payments to eligible Class Members, attorneys’ fees and costs, Settlement Administration Costs, and Class Representative Service Awards.

The Parties agreed to the following payments from the Settlement Amount:

Settlement Administration Costs. The Court has approved CPT Group to act as the “Settlement Administrator,” who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, a maximum of \$15,000 will be paid from the Settlement Amount to pay the Settlement Administration Costs.

Penalties to the California Labor Workforce and Development Agency (“LWDA”). Twenty-Five Thousand Dollars (\$20,000) of the Settlement Amount will be allocated to Plaintiffs’ claim under PAGA (the “PAGA Payment”). Of this amount, Seventy-Five Percent (75%) will be paid to the LWDA in satisfaction of the claims for penalties under PAGA, and the remaining Twenty-Five Percent (25%) will be included in the Net Settlement Amount to be divided between all Class Members.

Service Awards to Settlement Class Representatives. Class Counsel will ask the Court to award Class Representatives Angelyna Celio, Matthew Lytle, Robert Martin and Donnell Fort a Service Award in the amount of Seven Thousand Five Hundred Dollars (\$7,500) each to compensate them for service and extra work provided on behalf of the Class Members. The Class Representatives also may receive shares of the Settlement as Class Members.

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

Calculation of Individual Settlement Payments to Class Members. After deducting the amounts above, the balance will form the Net Settlement Amount for distribution to the participating Class Members (who are Class Members who do not opt-out). The Net Settlement Amount will total approximately [REDACTED] Dollars (\$ [REDACTED]). A Class Member's Individual Settlement Payment shall be calculated by dividing the number of eligible workweeks attributed to the Class Member during the Class Period by all Eligible Workweeks during the Class Period attributed to all members of the Settlement Class, multiplied by the portion of the Net Settlement Amount that is not attributable to the PAGA Payment. A Class Member who worked as a non-exempt, hourly employee for the Company in California between May 10, 2020 and [Date] (the "PAGA Period") shall also receive a share of the PAGA Payment. The Class Member's share of the PAGA Payment shall be proportionate to the number of eligible workweeks attributed to the Class Member during the PAGA Period divided by all eligible workweeks attributed to all Class Members during the PAGA Period, multiplied by Twenty-Five percent (25%) of the PAGA Payment. The individual settlement payment for a Class Member who opts out of the Settlement, and who was employed by Air International during the PAGA Period, shall consist solely of a share of the PAGA Payment. The share of such a Class Member shall be proportionate to the number of eligible workweeks attributed to the Class Member during the PAGA Period, divided by all eligible workweeks attributed to all Class Members during the PAGA Period, multiplied by Twenty-Five percent (25%) of the PAGA Payment.

For each Settlement Class Member, the weeks worked at Air International during the Class Period will be calculated from Air International's records. Air International's records indicate that you worked for [TOTAL WORKWEEKS] Workweeks in California during the Class Period, and [PAGA WORKWEEKS] Workweeks during the PAGA Period. If you disagree with either of these numbers, you may submit evidence to the Settlement Administrator on or before [REDACTED], with documentation to establish the number of weeks you claim to have actually worked for Air International in California during the Class Period and/or the PAGA Period (excluding any excluded workweeks). **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.**

Based on the above criteria, your estimated gross share of the Settlement is [REDACTED] [Amount].

Payments to Class Members. After the Court grants Final Approval of the Settlement and Judgment is entered, settlement checks will be mailed to all participating Class Members who did not timely request to be excluded. In addition, Class Members who were (a) employed during the PAGA Period, and (b) timely submitted a request for exclusion will nonetheless remain bound by the release of PAGA claims and receive a proportionate share of the PAGA Payment following Final Approval of the Settlement and the entry of Judgment. Participating Class Members will have 180 days from the issuance of the last check to cash all of the checks. Any uncashed checks will be voided and the amount of the voided settlement checks shall be distributed to California Rural Legal Assistance, Inc. (<https://crla.org/about-crla>), a non-profit providing free legal services to low-income residents of California's rural counties.

Allocation and Taxes. One-Third (1/3) of the Settlement Amount distributed to each participating Class Member will be considered and reported as "wages" (W-2 reporting). The remaining Two-Thirds (2/3) of the Settlement Amount will be distributed to each participating Class Member as "interest" and non-wage "penalties," liquidated damages and/or unreimbursed business expenses (Form 1099 reporting). The Settlement Administrator shall take all usual and customary deductions from the Settlement payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest or non-wage penalty distribution; however, it will be reported on IRS Form 1099 as income. Class Members are responsible for the proper income tax treatment of the Settlement Amounts. The Settlement Administrator, Air International and its counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Individual Settlement Payments. Participating Class Members will be solely responsible for the payment of any taxes and penalties assessed on their Individual Settlement Payments. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. Once the Court approves the proposed Settlement, enters Judgment and Air International funds the Settlement Amount, then the Settlement Agreement will bind all members of the participating Class Members who have not opted out of the Settlement, and will bar them from bringing certain claims against Air International as described below. Specifically, after Final Approval by the Court, the Settlement Class Members will fully release and discharge Air International and all of its present and former parent companies, subsidiaries, affiliates, shareholders, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns (collectively the "Released Parties") from those claims alleged in Plaintiffs' complaints, as well as all any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorney's fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law that were or reasonably could have been brought based on the facts alleged in any version of the complaints filed in the Action and in the LWDA Letters submitted to the LWDA by Plaintiffs, regardless of theory of recovery, including: claims under California Labor Code sections 201, 202, 203,

204, 206, 210, 218, 218.5, 226, 226.7, 227, 245 *et seq.*, 510, 511, 512, 515, 517, 551-556, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802; the California IWC Wage Orders; the Fair Labor Standards Act (29 U.S.C. Section 201, *et seq.*); and California Business and Professions Code section 17200, *et seq.* (the “Released Class Claims”). Settlement Class Members shall further agree to waive their right to pursue individual lawsuits as to any of the Released Class Claims against the Released Parties to the extent such Released Class Claims accrued during the Class Period. Additionally, Plaintiffs, on behalf of the State of California, will release Air International and the Released Parties from any and all PAGA claims or causes of action of whatever kind or nature which occurred during the PAGA Period that were or reasonably could have been brought based on the facts alleged in any version of the complaints filed in the Action and in the notices submitted to the California Labor & Workforce Development Agency by Plaintiffs, regardless of theory of recovery, including but not limited to, any alleged violations of or relief under California Labor Code sections 201, 202, 203, 218.5, 218.6, 226, 226.3, 226.7, 245 *et seq.*, 510, 512, 551, 552, 558, 1182.12, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and the applicable provisions of the applicable IWC Wage Orders (the “Released PAGA Claims”). Any participating Class Member who timely requests exclusion in compliance with these requirements will not be bound by this Release, except that participating Class Members who worked during the PAGA limitations period are nevertheless bound by the release of the PAGA claims.

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

V. How can I claim money from the settlement?

You are automatically included as a Settlement Class Member to receive a settlement payment, provided that you do not exercise your right to opt-out as explained below, and do not have to take any further action. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or a settlement amount.

VI. What other options do I have?

- A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive a settlement payment unless you exclude yourself from the settlement by following the exclusion procedure set forth below. If you disagree with the number of weeks worked, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described below.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by Air International and Air International will not take any adverse employment action against you based on your participation in the Settlement.

- B. **Exclude Yourself from the Settlement.** If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a “Request for Exclusion from the Class Action Settlement” letter/card postmarked no later than [REDACTED], with your full name, address, telephone number, last four digits of your social security number, and signature. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN CELIO V. AIR INTERNATIONAL US, INC. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I MAY NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

Your Request for Exclusion must be mailed to the Settlement Administrator postmarked no later than [REDACTED], 2023 (60 days of the initial mailing) in the envelope provided or in a separate envelope addressed to:

Angelyna Celio, et al. v. Air International US, Inc.
c/o [Settlement Admin Name]
P.O. Box [XXXXXX]
XXXX, CA [ZIP]

Any person who files a timely Request for Exclusion from the Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any payments in connection with the release of the class action claims under this Settlement; and (3) will not be bound by this Settlement, or the Judgment, except that Settlement Class Members who worked during the PAGA period are nevertheless bound by the release of the PAGA claims.

- C. **Object to Settlement.** You may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing at your expense, either in person, telephonically, or through an attorney, provided you notify the Court of your intention to do so. All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number (*Angelyna Celio, Matthew Lytle, Robert Martin and Donnell Fort, on behalf of themselves and others similarly situated and aggrieved v. Air International US, Inc., a Delaware Corporation; and DOES 1 Through 10, inclusive*, Alameda County Superior Court Case No. RG21098764), (b) be filed with the Clerk of the Court either: in person or by drop-box at the René C. Davidson Courthouse, located at 1225 Fallon Street, Oakland, California 94612, or the Hayward Hall of Justice, located at 24405 Amador Street, Hayward, California 94544, or electronically filed; (c) also be mailed to Cohelan Khoury & Singer, 605 C Street, Suite 200, San Diego, CA 92101 and Stonebrook Law, 10250 Constellation Boulevard, Suite 100, Los Angeles, CA 90067 and (d) be filed or postmarked on or before [REDACTED], 2023. If the Court rejects your objection, you will still be bound by the terms of the Settlement.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as participating Class Members who do not object. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

VII. What is the effect of the settlement?

Released Rights and Claims. The Settlement is intended to settle all claims against the Released Parties that were asserted or could have been asserted in the Lawsuit regarding the alleged violations of wage and hour laws. If you were employed by Air International in California at any time during the Class Period and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this Release and to have released the above-described Released Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue, and the releases will not take effect.

VIII. What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement, and Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Awards to the Class Representatives on [REDACTED], at 3:00 p.m. in Department 514 of the Alameda County Superior Court, Hayward Hall of Justice, located at 24405 Amador Street, Hayward, CA 94544.

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

IX. How can I get additional information?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of Alameda's Website at www.alameda.courts.ca.gov, or (b) at the René C. Davidson Courthouse, located at 1225 Fallon Street, Oakland, California 94612, or the Hayward Hall of Justice, located at 24405 Amador Street, Hayward, CA 94544, Monday through Friday, excluding Court holidays and closures, or you may contact Class Counsel or the Settlement Administrator. You may also visit the website maintained by the Settlement Administrator at [URL].

PLEASE DO NOT TELEPHONE THE COURT OR AIR INTERNATIONAL'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT.

X. Reminder as to time limits.

Class Members do not have to take any further action to participate in the Settlement. The deadline for submitting a Request for Exclusion is [REDACTED]. The deadline for mailing an objection to the Settlement Administrator is [REDACTED]. These deadlines will be strictly enforced.

**PLEASE DO NOT CALL OR WRITE THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT**

EXHIBIT 3

NOTICE OF SETTLEMENT OF CLASS ACTION

YOU MAY QUALIFY FOR AN INDIVIDUAL SETTLEMENT PAYMENT PLEASE READ CAREFULLY

**Angelyna Celio, Matthew Lytle, Robert Martin and Donnell Fort, on behalf of themselves and others
similarly situated and aggrieved v. Air International US, Inc., a Delaware Corporation; and DOES 1
Through 10, inclusive**
Superior Court of the State of California, County of Alameda
Case No. RG21098764

To: All hourly, non-exempt employees of Air International US, Inc. (“Air International”) in California from May 10, 2017 through and including [Date] (the “Class”):

THIS NOTICE is of a proposed settlement of a class action lawsuit, and an announcement of a court hearing that you may choose to attend. Your rights may be affected by the legal proceedings in this action. The Court will conduct a hearing on [DATE] to address whether the proposed settlement should be approved (“Final Approval Hearing”). You may be entitled to receive a payment under the terms of this class action settlement contained in the Settlement Agreement.

[IDENTIFYING INFORMATION]

You have been identified as a Class Member in the above lawsuit. Under the terms of the proposed settlement, you are estimated to receive approximately \$[INSERT AMOUNT] as your share of the Net Settlement Amount should the Court grant the settlement in full. Please note that this is only an estimate. Your actual share of the Net Settlement Amount may be more or less than this estimate. Your estimate is based on the number of weeks you worked at Air International in California between May 10, 2017 through [Date] (the “Class Period”). Your options and eligibility requirements for receiving payments are described below.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT (SEE SECTION VIII FOR MORE DETAILS)	
DO NOTHING	Receive a settlement payment and give up your right to sue on the Released Claims described in Section III. This settlement does <u>not</u> require a claims process to receive a payment. Therefore, there is <u>no</u> claim form for you to complete should you wish to receive payment. You are automatically included and eligible to receive a payment once the Court approves the settlement. Please alert the Settlement Administrator if your mailing address changes.
EXCLUDE YOURSELF	You may “opt-out” of any connection with this case including any right to a settlement payment if you would like to retain the right to pursue your own individual claims against the Company. If you choose to opt-out, you must submit a Request for Exclusion by [DATE] (see Section VI). All persons who validly and timely opt-out of the Settlement will <u>not</u> receive any settlement payment and will preserve Released Claims described in Section IV subject to applicable statutes of limitations, except that Settlement Class Members who worked during the PAGA limitations period are nevertheless bound by the release of the PAGA claims.
OBJECT	Write to the Court and Settlement Administrator about why you do not like the Settlement by completing and submitting an Objection by [DATE] (see Section VI).
GO TO A HEARING	Ask to speak in Court about the fairness of the Settlement.

I. Why should I read this Notice?

The Court has granted preliminary approval of a proposed settlement (the “Settlement”) in a case entitled *Angelyna Celio, Matthew Lytle, Robert Martin and Donnell Fort, on behalf of themselves and others similarly situated and aggrieved v. Air International US, Inc., a Delaware Corporation; and DOES 1 Through 10, inclusive*, Alameda County Superior Court Case No. RG21098764 (the “Lawsuit”). Because your rights may be affected by the Settlement, it is important that you read this notice carefully.

Air International’s records show that you were employed in California as a non-exempt employee (meaning you were paid hourly or otherwise eligible for overtime pay) at some point during the Class Period. The Court ordered this Notice be sent to you because you may be entitled to money under the Settlement and because the Settlement affects your legal rights.

NO ACTION NEEDS TO BE TAKEN TO RECEIVE MONEY UNDER THE SETTLEMENT: If you were employed by Air International as a non-exempt employee in California during the Class Period, you are automatically included in the Settlement and do not need to take any further action to receive a payment. You should alert the Settlement Administrator, using the contact information provided herein, if you change your mailing address in the future.

The purpose of this Notice is to provide you with a brief description of the Lawsuit, to inform you of the terms of the proposed Settlement, and to discuss your rights and options in connection with the Lawsuit and the Settlement.

II. What is this lawsuit about?

On May 10, 2021, Plaintiffs and Class Representatives Angelyna Celio, Matthew Lytle, Robert Martin and Donnell Fort (“Plaintiffs”), through their attorneys (“Class Counsel”), filed a class action complaint against Air International for wage and hour violations on behalf of all current and former non-exempt employees who were employed by Air International in California at any time since May 10, 2017. Plaintiffs then filed, an amended complaint adding a claim for civil penalties under the California Private Attorneys General Act, California Labor Code section 2698 *et seq.*, on June 7, 2021. The complaints in the Lawsuit allege that Air International violated various Labor Code sections by failing to pay wages for all hours worked including overtime wages, as well as failing to provide all required meal and rest breaks, failing to timely pay final wages, failing to provide accurate and complete wage statements, and failing to reimburse necessary business expenses.

Air International denies these allegations and contends that it has done nothing wrong. Air International denies that it owes any wages, expenses, restitution, penalties, or other damages. Accordingly, this class Settlement constitutes a compromise of disputed claims and should not be construed as an admission of liability on the part of Air International, which expressly denies all liability.

The Court has not ruled on the merits of the claims alleged in the Lawsuit. And, by approving the Settlement and issuing this Notice, the Court is not suggesting which side would win or lose the Lawsuit if it went to trial. However, to avoid additional expense, inconvenience, and risks of continued litigation, Air International and Plaintiffs have concluded that it is in their respective best interests and the interests of the Settlement Class to settle the Lawsuit on the terms summarized in this Notice. After an extensive provision of information to Class Counsel by Air International, the Settlement was reached following an arm’s length mediation. In these negotiations, both sides recognized the substantial risk of the Court deciding against them at trial and determined that the Proposed Settlement was a good option to resolve the disputed claims.

The Class Representatives and Class Counsel support this Settlement. Among the reasons for their support are the defenses to liability potentially available to Air International, the risk of denial of class certification, the inherent risk of trial on the merits, and the delays and uncertainties associated with litigation.

If you are still employed by Air International, this Settlement will not affect your employment. Air International will not take any adverse action against any Class Member because of the Class Member’s participation or decision not to participate in this Settlement.

III. Who are the attorneys?

Class Counsel:

Isam C. Khoury
Michael D. Singer
Marta Manus
Rosemary Khoury
Cohelan Khoury & Singer
605 C Street, Suite 200
San Diego, CA 92101
Tel: (619) 595-3001

Stonebrook Law
Joseph Tojarieh
10250 Constellation Boulevard, Suite 100
Los Angeles, CA 90067
Tel: (310) 553-5533

IV. What are the terms of the Settlement?

On **[Preliminary Approval Date]**, the Court certified a class, for settlement purposes only, of all hourly, non-exempt employees employed by Air International in California between May 10, 2017, through **[Date]** (the "Settlement Class"). Individuals who do not opt out of the Settlement Class, pursuant to the procedures set forth in this Notice, ("Class Members") will be mailed Settlement checks and in exchange be bound by the Settlement and release of certain wage and penalty claims against Air International.

Without admitting any wrongdoing, Air International has agreed to pay Six Hundred Thousand Dollars (\$600,000) (the "Settlement Amount") in U.S. dollars to fully resolve all claims in the Lawsuit, which includes payments for Individual Settlement Payments to eligible Class Members, attorneys' fees and costs, Settlement Administration Costs, and Class Representative Service Awards.

The Parties agreed to the following payments from the Settlement Amount:

Settlement Administration Costs. The Court has approved CPT Group to act as the "Settlement Administrator," who is sending this Notice to you and will perform many other duties relating to the Settlement. Under the Settlement, a maximum of \$15,000 will be paid from the Settlement Amount to pay the Settlement Administration Costs.

Penalties to the California Labor Workforce and Development Agency ("LWDA"). Twenty-Five Thousand Dollars (\$20,000) of the Settlement Amount will be allocated to Plaintiffs' claim under PAGA (the "PAGA Payment"). Of this amount, Seventy-Five Percent (75%) will be paid to the LWDA in satisfaction of the claims for penalties under PAGA, and the remaining Twenty-Five Percent (25%) will be included in the Net Settlement Amount to be divided between all Class Members.

Service Awards to Settlement Class Representatives. Class Counsel will ask the Court to award Class Representatives Angelyna Celio, Matthew Lytle, Robert Martin and Donnell Fort a Service Award in the amount of Seven Thousand Five Hundred Dollars (\$7,500) each to compensate them for service and extra work provided on behalf of the Class Members. The Class Representatives also may receive shares of the Settlement as Class Members.

Attorneys' Fees and Expenses. Class Counsel have been prosecuting the Lawsuit on behalf of the Class Members on a contingency fee basis (that is, without being paid any money to date) and have been paying all litigation costs and expenses. The Court will determine the actual amount awarded to Class Counsel as attorneys' fees, which will be paid from the Settlement Amount. Class Members are not personally responsible for any of Class Counsel's attorneys' fees or expenses. Class Counsel will ask for fees of one-third of the common fund Settlement Amount as reasonable compensation for the work Class Counsel performed and will continue to perform in this Lawsuit through finalization of the Settlement. Class Counsel also will ask for reimbursement of up to **[redacted]** Dollars (\$ **[redacted]**) for the costs Class Counsel incurred in connection with the Lawsuit.

Calculation of Individual Settlement Payments to Class Members. After deducting the amounts above, the balance will form the Net Settlement Amount for distribution to the participating Class Members (who are Class Members who do not opt-out). The Net Settlement Amount will total approximately [REDACTED] Dollars (\$ [REDACTED]). A Class Member's Individual Settlement Payment shall be calculated by dividing the number of eligible workweeks attributed to the Class Member during the Class Period by all Eligible Workweeks during the Class Period attributed to all members of the Settlement Class, multiplied by the portion of the Net Settlement Amount that is not attributable to the PAGA Payment. A Class Member who worked as a non-exempt, hourly employee for the Company in California between May 10, 2020 and [Date] (the "PAGA Period") shall also receive a share of the PAGA Payment. The Class Member's share of the PAGA Payment shall be proportionate to the number of eligible workweeks attributed to the Class Member during the PAGA Period divided by all eligible workweeks attributed to all Class Members during the PAGA Period, multiplied by Twenty-Five percent (25%) of the PAGA Payment. The individual settlement payment for a Class Member who opts out of the Settlement, and who was employed by Air International during the PAGA Period, shall consist solely of a share of the PAGA Payment. The share of such a Class Member shall be proportionate to the number of eligible workweeks attributed to the Class Member during the PAGA Period, divided by all eligible workweeks attributed to all Class Members during the PAGA Period, multiplied by Twenty-Five percent (25%) of the PAGA Payment.

For each Settlement Class Member, the weeks worked at Air International during the Class Period will be calculated from Air International's records. Air International's records indicate that you worked for [TOTAL WORKWEEKS] Workweeks in California during the Class Period, and [PAGA WORKWEEKS] Workweeks during the PAGA Period. If you disagree with either of these numbers, you may submit evidence to the Settlement Administrator on or before [REDACTED], with documentation to establish the number of weeks you claim to have actually worked for Air International in California during the Class Period and/or the PAGA Period (excluding any excluded workweeks). **DOCUMENTATION SENT TO THE SETTLEMENT ADMINISTRATOR WILL NOT BE RETURNED OR PRESERVED; DO NOT SEND ORIGINALS.**

Based on the above criteria, your estimated gross share of the Settlement is [REDACTED] [Amount].

Payments to Class Members. After the Court grants Final Approval of the Settlement and Judgment is entered, settlement checks will be mailed to all participating Class Members who did not timely request to be excluded. In addition, Class Members who were (a) employed during the PAGA Period, and (b) timely submitted a request for exclusion will nonetheless remain bound by the release of PAGA claims and receive a proportionate share of the PAGA Payment following Final Approval of the Settlement and the entry of Judgment. Participating Class Members will have 180 days from the issuance of the last check to cash all of the checks. Any uncashed checks will be voided and the amount of the voided settlement checks shall be distributed to California Rural Legal Assistance, Inc. (<https://crla.org/about-crla>), a non-profit providing free legal services to low-income residents of California's rural counties. ~~escheat to the State of California's Unclaimed Property fund to be held in the name of each expired check payee, pursuant to applicable unclaimed property laws.~~

Allocation and Taxes. One-Third (1/3) of the Settlement Amount distributed to each participating Class Member will be considered and reported as "wages" (W-2 reporting). The remaining Two-Thirds (2/3) of the Settlement Amount will be distributed to each participating Class Member as "interest" and non-wage "penalties," liquidated damages and/or unreimbursed business expenses (Form 1099 reporting). The Settlement Administrator shall take all usual and customary deductions from the Settlement payments that are distributed as wages, including, but not limited to, state and federal tax withholding, disability premiums, and unemployment insurance premiums. There will be no deduction taken from the interest or non-wage penalty distribution; however, it will be reported on IRS Form 1099 as income. Class Members are responsible for the proper income tax treatment of the Settlement Amounts. The Settlement Administrator, Air International and its counsel, and Class Counsel cannot provide tax advice and make no representations as to the tax treatment or legal effect of the Individual Settlement Payments. Participating Class Members will be solely responsible for the payment of any taxes and penalties assessed on their Individual Settlement Payments. Accordingly, Class Members should consult with their tax advisors concerning the tax consequences and treatment of payments they receive under the Settlement.

Release. Once the Court approves the proposed Settlement, enters Judgment and Air International funds the Settlement Amount, then the Settlement Agreement will bind all members of the participating Class Members who have not opted out of the Settlement, and will bar them from bringing certain claims against Air International as described below. Specifically, after Final Approval by the Court, the Settlement Class Members will fully release and discharge Air International and all of its present and former parent companies, subsidiaries, affiliates, shareholders, officers, directors, employees, agents, servants, registered representatives, attorneys, insurers, successors and assigns (collectively the "Released Parties") from those claims alleged in Plaintiffs' complaints, as well as all any and all claims, debts, liabilities, demands, obligations, guarantees, costs, expenses, attorney's fees, damages, action or causes of action of whatever kind or nature, whether known or unknown, contingent or accrued, under any legal theory under federal and state law that were or reasonably could have been brought based on the facts alleged in any version of the complaints filed in the Action and in the LWDA Letters submitted to the

LWDA by Plaintiffs, regardless of theory of recovery, including: claims under California Labor Code sections 201, 202, 203, 204, 206, 210, 218, 218.5, 226, 226.7, 227, 245 *et seq.*, 510, 511, 512, 515, 517, 551-556, 1182.12, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802; the California IWC Wage Orders; the Fair Labor Standards Act (29 U.S.C. Section 201, *et seq.*); and California Business and Professions Code section 17200, *et seq.* (the “Released Class Claims”). Settlement Class Members shall further agree to waive their right to pursue individual lawsuits as to any of the Released Class Claims against the Released Parties to the extent such Released Class Claims accrued during the Class Period. Additionally, Plaintiffs, on behalf of the State of California, will release Air International and the Released Parties from any and all PAGA claims or causes of action of whatever kind or nature which occurred during the PAGA Period that were or reasonably could have been brought based on the facts alleged in any version of the complaints filed in the Action and in the notices submitted to the California Labor & Workforce Development Agency by Plaintiffs, regardless of theory of recovery, including but not limited to, any alleged violations of or relief under California Labor Code sections 201, 202, 203, 218.5, 218.6, 226, 226.3, 226.7, 245 *et seq.*, 510, 512, 551, 552, 558, 1182.12, 1194, 1194.1, 1194.2, 1197, 1197.1, 1198, 2800, 2802, and the applicable provisions of the applicable IWC Wage Orders (the “Released PAGA Claims”). Any participating Class Member who timely requests exclusion in compliance with these requirements will not be bound by this Release, except that participating Class Members who worked during the PAGA limitations period are nevertheless bound by the release of the PAGA claims.

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

V. How can I claim money from the settlement?

You are automatically included as a Settlement Class Member to receive a settlement payment, provided that you do not exercise your right to opt-out as explained below, and do not have to take any further action. It is the responsibility of all Class Members to ensure that the Settlement Administrator has your current address on file, or you may not receive important information or a settlement amount.

VI. What other options do I have?

- A. **Do Nothing and Participate in the Settlement.** Under the Settlement, you will automatically receive a settlement payment unless you exclude yourself from the settlement by following the exclusion procedure set forth below. If you disagree with the number of weeks worked, as described in this Notice, you may dispute the allocation of the Settlement without excluding yourself or objecting, as described below.

If you are a current employee, your decision as to whether or not to participate in this Settlement will not be considered by Air International and Air International will not take any adverse employment action against you based on your participation in the Settlement.

- B. **Exclude Yourself from the Settlement.** If you **do not** wish to take part in the Settlement, you may exclude yourself by sending to the Settlement Administrator a “Request for Exclusion from the Class Action Settlement” letter/card postmarked no later than [REDACTED], with your full name, address, telephone number, last four digits of your social security number, and signature. The Request for Exclusion should state:

“I WISH TO BE EXCLUDED FROM THE SETTLEMENT CLASS IN CELIO V. AIR INTERNATIONAL US, INC. I UNDERSTAND THAT IF I ASK TO BE EXCLUDED FROM THE SETTLEMENT CLASS, I MAY NOT RECEIVE ANY MONEY FROM THE SETTLEMENT OF THIS LAWSUIT.”

Your Request for Exclusion must be mailed to the Settlement Administrator postmarked no later than [REDACTED], 2023 (60 days of the initial mailing) in the envelope provided or in a separate envelope addressed to:

Angelyna Celio, et al. v. Air International US, Inc.

c/o [Settlement Admin Name]

P.O. Box [XXXXXX]

XXXX, CA [ZIP]

Any person who files a timely Request for Exclusion from the Class Action Settlement, upon receipt: (1) will not have any rights under this Settlement, including the right to object, appeal or comment on the Settlement; (2) will not be entitled to receive any payments in connection with the release of the class action claims under this Settlement; and (3) will not be bound by this Settlement, or the Judgment, except that Settlement Class Members who worked during the PAGA period are nevertheless bound by the release of the PAGA claims.

- C. **Object to Settlement.** You may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing at your expense, either in person, telephonically, or through an attorney, provided you notify the Court of your intention to do so. All written objections, supporting papers and/or notices of intent to appear at the Final Approval Hearing must (a) clearly identify the case name and number (*Angelyna Celio, Matthew Lytle, Robert Martin and Donnell Fort, on behalf of themselves and others similarly situated and aggrieved v. Air International US, Inc., a Delaware Corporation; and DOES 1 Through 10, inclusive*, Alameda County Superior Court Case No. RG21098764), (b) ~~be submitted to the Court either by mailing the objection to be~~ filed with the Clerk of the Court either: ~~Clerk of the Court, Superior Court of California, County of Alameda~~ in person or by drop-box at the René C. Davidson Courthouse, located at 1225 Fallon Street, Oakland, California 94612, or the Hayward Hall of Justice, located at 24405 Amador Street, Hayward, California 94544, or electronically ~~filed by filing in person at the same location~~; (c) also be mailed to Cohelan Khoury & Singer, 605 C Street, Suite 200, San Diego, CA 92101 and Stonebrook Law, 10250 Constellation Boulevard, Suite 100, Los Angeles, CA 90067 and (d) be filed or postmarked on or before [REDACTED], 2023. If the Court rejects your objection, you will still be bound by the terms of the Settlement.

If you object to the Settlement, you will remain a member of the Settlement Class, and if the Court approves the Settlement, you will be bound by the terms of the Settlement in the same way as participating Class Members who do not object. Submitting an objection does not preserve the right to appeal a final judgment. Rather, the right to appeal is preserved by becoming a party of record by timely and properly intervening or filing a motion to vacate the judgment before entry of judgment.

VII. What is the effect of the settlement?

Released Rights and Claims. The Settlement is intended to settle all claims against the Released Parties that were asserted or could have been asserted in the Lawsuit regarding the alleged violations of wage and hour laws. If you were employed by Air International in California at any time during the Class Period and do not elect to exclude yourself from the Settlement Class, you will be deemed to have entered into this Release and to have released the above-described Released Claims. If the Settlement is not approved by the Court or does not become final for some other reason, the Lawsuit may continue, and the releases will not take effect.

VIII. What is the next step?

The Court will hold a Final Approval Hearing on the adequacy, reasonableness, and fairness of the Settlement, and Class Counsel's request for attorneys' fees and reimbursement of documented costs and expenses and the Service Awards to the Class Representatives on [REDACTED], at 3:00 p.m. in Department 51425 of the Alameda County Superior Court, Hayward Hall of Justice, located at 24405 Amador Street, Hayward, CA 94544. ~~located at 1221 Oak Street, Oakland, CA 94612.~~

You are not required to attend the Final Approval Hearing, although any Class Member is welcome to attend the hearing.

IX. How can I get additional information?

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement, you are referred to the detailed Settlement Agreement, which is on file with the Clerk of the Court. The pleadings and other records in this litigation, including the Settlement Agreement, may be examined (a) online on the Superior Court of California, County of Alameda's Website at www.alameda.courts.ca.gov, or (b) ~~in person at the Superior Court of California, County of Alameda,~~ at the René C. Davidson Courthouse, located at 1225 Fallon Street, Oakland, California 94612, or the Hayward Hall of Justice, located at 24405 Amador Street, Hayward, CA 94544, ~~Rene C. Davidson Courthouse, 1221 Oak Street, Oakland, CA 94612,~~ Monday through Friday, excluding Court holidays and closures, or you may contact Class Counsel or the Settlement Administrator. You may also visit the website maintained by the Settlement Administrator at [URL].

PLEASE DO NOT TELEPHONE THE COURT OR AIR INTERNATIONAL'S COUNSEL FOR INFORMATION REGARDING THIS SETTLEMENT.

X. Reminder as to time limits.

Class Members do not have to take any further action to participate in the Settlement. The deadline for submitting a Request for Exclusion is [REDACTED]. The deadline for mailing an objection to the Settlement Administrator is [REDACTED]. These deadlines will be strictly enforced.

**PLEASE DO NOT CALL OR WRITE THE COURT
FOR INFORMATION ABOUT THIS SETTLEMENT**

EXHIBIT 4

From: [DIR PAGA Unit](#)
To: [Matthew Atlas](#)
Subject: [External] Thank you for your Proposed Settlement Submission
Date: Thursday, October 12, 2023 10:45:24 AM

10/12/2023 10:45:07 AM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: https://urldefense.proofpoint.com/v2/url?u=http-3A__labor.ca.gov_Private-5FAttorneys-5FGeneral-5FAct.htm&d=DwIFaQ&c=euGZstcaTDllvimEN8b7jXrwqOf-v5A_Cdp gnVfiiMM&r=CkmVEddukKLexsqU9o1LOYeca1vZAEC-MO6PZ1f0-Jc&m=C-4rLChtun21mmGJUzycqn9TYCDCLwarAcT6hdruWcb8yr--gl0AOwzrEwjsLSTi&s=TsyAlFXtleJY46m6n6iiVWMmHqBOjqPSdeDvavc9HCs&e=



Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

*Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".
[Search for PAGA Case number](#)*

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *



Your Zip/Postal Code *

Court and Hearing Information

Court *

Alameda Superior Court

Court Case Number *

RG21098764

Hearing Date (if any)

10/19/2023

Hearing Time

Hearing Location

Number of aggrieved employees *

850

Gross settlement amount *

600,000

Gross penalty amount *

25,000

Penalties to LWDA *

18,750

Date of proposed settlement *

10/19/2023

Proposed Settlement and Other Documents

Proposed Settlement *

1. Air Intl – S...hourly Dec.pdf

Other Attachment (if any)

No file chosen

[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.