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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 Rebekah Evenson
Department 24

CLASS AND REPRESENTATIVE ACTION

**DECLARATION OF KAYLIE O'CONNOR
ON BEHALF OF CPT GROUP,
INC. REGARDING SETTLEMENT
ADMINISTRATION**

Hearing Set by February 2, 2024 Court Notice

Date: April 11, 2024

Time: 9:00 a.m.

Dept: 24

Judge: Hon. Rebekah Evenson

Complaint filed: May 10, 2021

Trial Date: Not Set

1 I, Kaylie O'Connor, declare as follows:

2 1. I am a Case Manager for CPT Group, Inc., (herein after referred to as "CPT"),
3 the Court -approved Settlement Administrator for the above captioned *Celio, et al. v. Air*
4 *International US, Inc., et al.* matter. I am authorized to make this declaration on behalf of CPT
5 and myself. I have personal knowledge of the facts herein, and, if called upon to testify, I could
6 and would testify competently to such facts.

7 2. CPT has extensive experience providing notice of class actions and
8 administering class action settlements. In the past 30 years, CPT has provided notification
9 and/or settlement administration services in over one thousand class action cases. CPT was
10 selected by the parties to provide notice of the settlement and process exclusions in this action.
11 In this capacity, CPT was charged with (a) printing and mailing to Class Members the *Notice of*
12 *Class Action Settlement*, the "*Notice Packet*"; (b) processing undeliverable mail and locating
13 updated addresses for Class Members; (c) receiving other communications about the settlement;
14 (d) notifying the parties of the number of Class Members that filed timely requests for
15 exclusion; (e) notifying the parties of the number of Class Members who filed untimely or
16 deficient requests for exclusion, and taking steps to cure the deficiencies; (f) establishing and
17 maintaining a toll-free case hotline where Class Members can speak to case representatives
18 regarding case specific questions; and (g) issuing and mailing settlement checks, including the
19 Service Payment to the Plaintiffs, to all Settlement Class Members with the appropriate tax
20 reporting.

21 3. CPT received the Court-approved text for the content of the Notice Packet from
22 Class Counsel on October 19, 2023. CPT prepared a draft of those documents for mailing to the
23 Class Members. Attached hereto as Exhibit A is the Notice Packet.

24 4. On November 10, 2023, CPT received a data file from Defense Counsel
25 containing Class Members' (i) full name; (ii) last known address; (iii) email address and
26 telephone number(s), (iv) Social Security number; and (iv) the number of weeks worked for
27 Defendant during the Class and PAGA Periods. The finalized mailing list contained nine
28 hundred eighty-nine (989) Class Members.

1 5. On November 17, 2023, CPT caused a National Change of Address (NCOA)
2 database search to be performed in attempt to update the mailing list of addresses as accurately
3 as possible. A search of this database provides updated addresses for any individual who has
4 moved in the previous four years and has notified the U.S. Postal Service of his or her change of
5 address.

6 6. The Notice Packet was enclosed in an envelope with the individual Class
7 Member's name and known address printed on the envelope. On November 20, 2023, the nine
8 hundred eighty-nine (989) Notice Packets were mailed via U.S. First-Class Mail to the
9 identified Class Members. The Notice Packet was also emailed to the nine hundred eighty-eight
10 (988) class members for whom an email address was provided. The Notice indicated a deadline
11 date of January 19, 2024, to dispute the information contained in the notice, to object or request
12 exclusion from the settlement.

13 7. The Notice Packet incorrectly stated the Final Approval Hearing was scheduled
14 for April 18, 2024 in Department 514. On March 7, 2024, a corrective postcard was mailed to
15 Class Members, with the correct Final Approval Hearing date and department. Attached hereto
16 as Exhibit B is the Postcard.

17 8. As of the date of this declaration, one-hundred thirteen (113) Notice Packets
18 were returned to our office by the U.S. Post Office. CPT performed a Skip Trace on all returned
19 mail without a forwarding address using Accurint, one of the most comprehensive address
20 databases available. It utilizes hundreds of different databases supplied by credit reporting
21 agencies, public records and a variety of other national databases.

22 9. As a result of either forwarding address provided by the U.S. Post Office, Skip
23 Trace effort, or re-mail requests from Counsel or Class Members, a total of ninety-six (96)
24 Notice Packets have been re-mailed to date. As of the date of this declaration, CPT reports a
25 total of twenty (20) undeliverable Notice Packets, as no better address was provided from the
26 Post Office or obtained through Skip Trace.

27 10. As of the date of this declaration, CPT has not received any objections to the
28 settlement.

11. As of the date of this declaration, CPT has not received any disputes by class members to the information stated in the Notice Packets.

12. As of the date of this declaration, CPT has received three (3) requests for exclusion from the following Class Members: Kurt Remick, Stephen Lentz and Kenneth L. Wright II.

13. As of the date of this declaration, CPT reports a total of nine hundred eighty-six (986) Settlement Class Members, representing 99.69% of the Class.

14. The \$600,000.00 Net Settlement Amount will have the following anticipated deductions: attorneys' fees of \$200,000.00 litigation costs of \$15,760.00, Service Awards to the Class Representatives of \$7,500.00 each (\$30,000.00 total), PAGA Payment of \$18,750.00 [75% (\$25,000.00) shall be paid to the Labor Workforce and Development Agency, and 25% (\$6,250.00) shall be distributed to Aggrieved Employees), and CPT's settlement administration expenses of \$15,000.00.

15. Pursuant to the terms of the Settlement, Settlement Class Members will receive a proportionate share of the Net Settlement Amount, currently estimated to be \$314,240.00, based upon the number of weeks worked from May 10, 2017 through March 7, 2023 ("Class Period") in relation to the number of weeks worked by all Participating Class Members during the Class Period. The total number of weeks worked for all Settlement Class Members is 25,962. Based on estimated settlement calculations at this time, the highest settlement amount is estimated to be \$1,900.30, and the average settlement amount is estimated to be \$318.70.

16. Aggrieved Employees will also receive Individual PAGA Payments in accordance with the number of weeks they worked during the PAGA Period, from May 10, 2020 and March 7, 2023, in relation to the total number of weeks worked by all Aggrieved Employees. If the Court approves the \$25,000.00 PAGA Payment amount, the LWDA will receive a payment of \$18,750.00. The remaining \$6,250.00 will be distributed to Aggrieved Employees, who worked combined total of 26,096 weeks during the PAGA Period.

17. The Named Plaintiff's, Angelyna Celio, total estimated participating class member amount is \$185.15.

1 18. The Named Plaintiff's, Matthew Lytle, total estimated participating class
2 member amount is \$246.87.

3 19. The Named Plaintiff's, Robert Martin, total estimated participating class member
4 amount is \$246.87.

5 20. The Named Plaintiff's, Donell Fort, total estimated participating class member
6 amount is \$370.30.

7 21. The Settlement allows CPT to recover up to a maximum of \$15,000.00 for
8 Settlement Administration Costs. As CPT's charge for services rendered to perform its duties
9 and responsibilities pursuant to the terms of the settlement is \$15,109.77, exceeding this amount
10 the request remains \$15,000.00. This includes all costs incurred to date, as well as estimated
11 costs involved to complete the settlement following final approval pursuant to the terms of the
12 settlement agreement, to do such things as to issue and print checks, tax reporting, mail
13 settlement payment checks, issue all other payments as awarded by the Court, answer Class
14 Member questions, and forwarding all sums represented by uncashed checks to the designated
15 cy pres recipient. A copy of CPT's service estimate is attached hereto as Exhibit C.

16 I declare under penalty of perjury under the laws of the State of California that the
17 foregoing is true and correct. Executed March 13, 2024, at Irvine, California.

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21 Kaylie O'Connor
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EXHIBIT A

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 March 7, 2023 (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 April 18, 2024 at 3:00 p.m. 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.

«EmployeeName»

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 \$«TotalEstAmt» 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 March 7, 2023 (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 January 19, 2024 (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 January 19, 2024 (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.

Questions? Contact the Settlement Administrator toll free at 1 (888) 433-0370

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?

<u>Class Counsel:</u>
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

Questions? Contact the Settlement Administrator toll free at 1 (888) 433-0370

IV. What are the terms of the Settlement?

On **October 19, 2023** 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 **March 7, 2023** (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 (\$25,000) 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 Fifteen Thousand Seven Hundred Sixty Dollars (\$15,760) 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 Three Hundred Twenty Thousand Four Hundred Ninety Dollars (\$320,490). 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 March 7, 2023 (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 **«Workweeks» Workweeks** in California during the Class Period, and **«PAGAWeeks» Workweeks** during the PAGA Period. If you disagree with either of these numbers, you may submit evidence to the Settlement Administrator on or before January 19, 2024, 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.**

Questions? Contact the Settlement Administrator toll free at 1 (888) 433-0370

Based on the above criteria, your estimated gross share of the Settlement is \$«TotalEstAmt».

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

Questions? Contact the Settlement Administrator toll free at 1 (888) 433-0370

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 January 19, 2024 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 January 19, 2024 in the envelope provided or in a separate envelope addressed to:

Celio v. Air International US, Inc.
c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606
Fax: (949) 419-3446

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 January 19, 2024. 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.

Questions? Contact the Settlement Administrator toll free at 1 (888) 433-0370

«EmployeeName»

CPT ID: «ID»

on April 18, 2024 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 www.cptgroupcaseinfo.com/AirInternationalSettlement.

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 **January 19, 2024**. The deadline for mailing an objection to the Settlement Administrator is **January 19, 2024**. These deadlines will be strictly enforced.

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

Questions? Contact the Settlement Administrator toll free at 1 (888) 433-0370

EXHIBIT B

NOTICE OF CORRECTION RE PROPOSED CLASS ACTION SETTLEMENT

Angelyna Celio, et al. v. Air International US, Inc., et al.
Superior Court of the State of California, County of Alameda
Case No. RG21098764

Dear Class Member,

On November 20, 2023, you were sent the Notice of Class Action Settlement that **INCORRECTLY** stated the Final Approval Hearing was scheduled for April 18, 2024 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. **Again, this date and location are incorrect.**

The **CORRECT** date and time of the Final Approval Hearing is **April 11, 2024 at 9:00 a.m.** The hearing will be held in Department 24 of the Alameda County Superior Court, Rene C. Davidson Courthouse, Administration Building, located at 1221 Oak Street, Oakland, CA 94612.

Please reach out to CPT Group, Inc. at 1 (888) 433-0370 with any questions.

Sincerely,

CPT Group, Inc.

Celio v. Air International US, Inc.
c/o CPT Group, Inc.
50 Corporate Park, Irvine, CA 92606
Toll-Free: 1 (888) 433-0370

Back Side

Celio v. Air International US, Inc.

c/o CPT Group, Inc.
50 Corporate Park
Irvine, CA 92606

PRESORTED
First Class
U.S. Postage
PAID
PBPS

Front Side

CPT ID: <<ID>>
<<EmployeeName>>
<<Address>>
<<City>>, <<State>> <<Zip>>



50 Corporate Park
Irvine, CA 92606
(800)542-0900

EXHIBIT C



www.cptgroup.com

Contact Name: Ryan Schley
Vice President, Business Development
Corporate Headquarters
50 Corporate Park, Irvine CA 92606
RYAN@CPTGroup.com
Direct Number: (949) 358-0404
Main Number: (800) 542-0900

Celio v. Air International US, Inc.

All-In Settlement

Class Size: 989
Opt-Out Rate: 0.30%
No. of Checks Issued: 986
Postage Total: \$1,450.20
Grand Total: \$19,591.12
Add'l Services: \$1,109.77

DISCOUNTED FLAT FEE: \$15,000.00

CASE SETUP

Upon Intake of the Data, CPT will Scrub all Records to a Useable Format to Reduce Duplicates, Anomalies and Increase the Success Rate of Deliverability of the Class Notice. Class Members will be Assigned a Unique Mailing ID which will be Used Throughout Administration. All Pertinent Documents will be Posted on a Case Specific Website. CPT will Setup and Maintain a Dedicated Case Email Address.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Case Intake & Review	\$95.00	7	\$665.00
Programming: Data Base Setup	\$150.00	7	\$1,050.00
Static Website	\$500.00	1	\$500.00
Dedicated Case Email Address	\$150.00	2	\$300.00
		TOTAL	\$2,515.00

DIRECT EMAIL NOTIFICATION

It's Estimated Defendant will Provide Email Addresses for 989 (100%) Class Members. Before Email Notification, CPT will Perform a Third-Party Email Validation Scan to Improve the Success Rate of Deliverability and Reduce the Number of Undeliverable Emails.

Administrative Tasks:	Unit Price	Pieces/Hours	Cost Estimate
Project Manager-Email Notice Format	\$95.00	4	\$380.00
Third-Party Email Validation to Reduce Undeliverable Emails	\$0.06	989	\$56.57
Email Notification Setup/Establish/Formatting	\$150.00	5	\$750.00
Email Notification Segmentation/Sending	\$150.00	6	\$900.00
Email Notification Reporting/Monitoring	\$250.00	3	\$750.00
Email Summary Notices - Initial Notification	\$0.14	989	\$141.43
Updated Database - Undeliverable Email	\$0.14	99	\$14.16
		Total	\$2,992.15

DIRECT MAIL NOTICE

To Ensure Mailing to the Most Current Address Possible, CPT will Perform an Address Update via NCOA and Further Skip Trace Using XML LexID, if Necessary. CPT will Mail a Full-Length Notice, 1-Page Exclusion Form & BRM Envelope in English Only.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Format Documents	\$95.00	2	\$190.00
National Change of Address Search (NCOA)	\$135.00	1	\$135.00
XML Lex ID Skip Trace	\$0.85	99	\$84.15
Print & Mail Notice Packets	\$1.00	989	\$989.00
First-Class Postage (up to 1 oz.)	\$0.66	989	\$652.74
Design & Preparation of BRM Envelope	\$100.00	1	\$100.00
Postage for BRM	\$0.72	3	\$2.14
		TOTAL	\$2,153.03

PROCESS RETURNED UNDELIVERABLE MAIL

Based On CPT's Historical Data, 6% of the Notices will be Returned Undeliverable. Upon Receipt, CPT will Perform a Skip Trace in an Attempt to Obtain a Current Address; Thus, 91% of the Notice Packets are Rемаiled.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Clerical Staff	\$60.00	1	\$60.00
Update Undeliverable Mail Database	\$0.50	20	\$10.00
Skip Trace for Best Address	\$1.00	108	\$108.00
Print & Remail Notice Packets	\$1.00	96	\$96.00
First-Class Postage (up to 1 oz.)	\$0.66	96	\$63.36
		TOTAL	\$337.36

OPT-OUT PROCESSING

CPT will Process and Validate all Opt-Outs and Other Responses from Class Members. Deficient Opt-Outs will Receive a Deficiency Notice by Mail and Provide an Opportunity to Cure. CPT will Scrub the Filed Opt-Outs to Eliminate Duplicates, Fraudulent, and Otherwise Invalid.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: De-duplication/Scrubbing	\$150.00	1	\$150.00
Project Manager: Validate Opt-Out Requests	\$95.00	1	\$95.00
Clerical Staff	\$60.00	1	\$60.00
Opt-Out & Change of Address Processing	\$2.00	3	\$5.93
Print & Mail Deficiency/Dispute Notices	\$1.50	1	\$1.50
First-Class Postage (up to 1 oz.)	\$0.66	1	\$0.66
Review & Process Deficiency Responses	\$10.00	1	\$10.00
		TOTAL	\$323.09

TELEPHONE SUPPORT

CPT will Maintain a Toll-Free Phone Number with IVR Capabilities and Live Class Member Support Representatives During Normal Business Hours, Monday-Friday, 9:00 AM - 5:30 PM, PT. The Dedicated Case Phone Number will Remain Active Up to 120 Days After Disbursement.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Toll-Free Number Establish/Setup	\$150.00	2	\$300.00
Live Call Center Support Reps.	\$3.00	54	\$162.00
		TOTAL	\$462.00

SSN VERIFICATION

Verify SSN for Validity with IRS / IRS Backup Withholdings

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: SSN Selection	\$150.00	1	\$150.00
Department Manager: Analysis & Reporting	\$95.00	3	\$285.00
IRS SSN Verification	\$0.10	986	\$98.60
		TOTAL	\$533.60

DISTRIBUTION SERVICES

CPT will Establish and Manage the Qualified Settlement Fund (QSF) for up to One Year After Disbursement. Upon Approval, CPT will Perform all Necessary Calculations and Disburse Funds. CPT will Mail an 8.5"x11" MICR Check to Valid Class Members. CPT Uses a Payee Positive Pay System to Reconcile Checks Cashed and Conducts Monthly Account Reconciliations for the QSF.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Programming: Calculation Totals	\$150.00	3	\$450.00
Project Supervisor: Review of Distribution	\$150.00	3	\$450.00
Project Manager: Correspondence w/Parties	\$95.00	2	\$190.00
Programming: Setup & Printing of Checks	\$150.00	3	\$450.00
Obtain EIN, Setup QSF/Bank Account	\$150.00	3	\$450.00
Print & Mail Notice, Checks & W2/1099	\$2.50	986	\$2,465.08
First-Class Postage (up to 1 oz.)	\$0.66	986	\$650.78
		TOTAL	\$5,105.86

POST-DISTRIBUTION & TAX REPORTING

Any Check Returned Undeliverable is Skip Traced to Locate a Current Address and Remailed Accordingly. CPT will Process Requests for Check Reissues Continuously. CPT Prepares Annual Tax Reporting on Behalf of the QSF and Federal and State Taxes in Accordance with Current State and Federal Regulations. Upon the Conclusion of the Settlement, a Final Report and Declaration will be Provided to all Parties.

ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Supervisor: Account Reconciliation	\$150.00	10	\$1,500.00
Update Undeliverable Checks Database	\$0.50	79	\$39.50
Skip Trace for Best Address	\$1.00	79	\$79.00
Remail Undeliverable Checks	\$2.50	72	\$180.00
First-Class Postage (up to 1 oz.)	\$0.66	72	\$47.52
Re-Issue Checks as Required	\$5.00	50	\$250.00
First-Class Postage (up to 1 oz.)	\$0.66	50	\$33.00
Project Supervisor: Reconcile Uncashed Chk	\$150.00	1	\$150.00
Programming: Weekly & Final Reports	\$150.00	2	\$300.00
Project Supervisor: Final Declaration	\$150.00	2	\$300.00
Project Manager: Account Files Sent to Atty	\$95.00	2	\$190.00
CA Tax Preparation	\$600.00	1	\$600.00
Annual Tax Reporting to IRS	\$1,000.00	1	\$1,000.00
QSF Annual Tax Reporting	\$500.00	1	\$500.00
Unclaimed Funds Sent to Cy Pres	No Fee	1	No Fee
TOTAL			\$5,169.02

GRAND TOTAL (fees not incl. add'l services) \$19,591.12

ADDITIONAL SERVICES:

DIRECT POSTCARD NOTICE

CPT will Mail a 4x6 Notice Postcard			
ADMINISTRATIVE TASKS	UNIT PRICE	PIECES/HOURS	COST ESTIMATE
Project Manager: Format Notice Postcard	\$95.00	2	\$190.00
Print & Mail 4x6 Notice Postcard	\$0.40	989	\$395.60
Est. Postcard Postage	\$0.53	989	\$524.17
TOTAL			\$1,109.77

*Postage costs are subject to change at anytime. The final rate will be determined at the time of mailing.