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15 Attorneys for Defendant The Airport Collective, Inc.

16 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**

17 **THE COUNTY OF LOS ANGELES**

18 KEVIN PUGH, on behalf of himself and
all "aggrieved employees" pursuant to
19 Labor Code § 2698 *et seq.*

20 Plaintiff,

21 v.

22 THE AIRPORT COLLECTIVE, INC., a
California corporation, and DOES 1
23 through 10, inclusive,

24 Defendants.

Case No.: 21LBCV00333

Assigned to the Honorable Mark C. Kim, Dept. S27

CLASS ACTION

**DECLARATION OF JARROD SALINAS
REGARDING NOTICE AND SETTLEMENT
ADMINISTRATION**

Hearing Date: January 12, 2023

Hearing Time: 8:30 a.m.

Hearing Place: Department S27

Complaint Filed: June 18, 2021

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1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Pugh v. The Airport Collective, Inc.* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

3. On September 22, 2022, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, and dates of employment, for each Class Member (“Class List”) during the Class Period. The final mailing list contained seventy-seven (77) individuals identified as Class Members.

4. On September 23, 2022, Phoenix conducted a National Change of Address (“NCOA”) search in an attempt to update the class list of addresses as accurately as possible. A

1 search of this database provides updated addresses for any individual who has moved in the previous
2 four (4) years and notified the U.S. Postal Service of their change of address.

3 5. On October 3, 2022, Phoenix mailed the Notice via U.S. first class mail to all
4 seventy-seven (77) Class Members on the Class List. A true and correct copy of the mailed Notice
5 is attached hereto as **Exhibit A**.

6 6. As of the date of this declaration, seven (7) Notices have been returned to Phoenix.
7 Zero were returned with a forwarding address. For the seven (7) Notices returned from the Post
8 Office without a forwarding address, Phoenix attempted to locate a current mailing address using
9 TransUnion TLOxp, one of the most comprehensive address databases available for skip tracing.
10 Of the seven (7) Notices that were skip traced, seven (7) updated addresses were obtained and the
11 Notice was promptly re-mailed to those Class Members via first class mail.

12 7. As of the date of this declaration, two (2) Notices remain undeliverable since they
13 were returned by the Post Office after a second mailing.

14 8. As of the date of this declaration, Phoenix has received zero (0) Requests for
15 Exclusion from Class Members. The deadline to request exclusion from the Class Settlement was
16 November 17, 2022.

17 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection
18 from Class Members. The deadline for objecting to the Class Settlement was November 17, 2022.

19 10. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes
20 from Class Members. The deadline for submitting a dispute was November 17, 2022.

21 11. There are seventy-seven (77) Class Members who did not submit timely and valid
22 Requests for Exclusion and are therefore deemed Settlement Class Members, representing 100% of
23 the Class. Settlement Class Members have worked a collective total of two thousand one hundred
24 forty (2,140) Workweeks during the Class Period. Each Workweek is valued at approximately
25 \$36.69.

26 12. The Net Settlement Amount of \$81,246.84 available to pay Settlement Class
27 Members was determined by subtracting the requested Class Counsel attorneys' fees (\$52,500.00),
28 and Class Counsel costs (\$6,803.16), requested Enhancement Payment to Plaintiff Pugh

1 (\$2,500.00), the PAGA Amount (\$2,000.00), and the requested Settlement Administration Costs
2 (\$4,950.00) from the Gross Settlement Amount (\$150,000.00).

3 13. Based upon the calculations stipulated in the Settlement, the highest Individual
4 Settlement Share to be paid is approximately \$4,103.83 , the lowest Individual Settlement Share to
5 be paid is approximately \$5.31 while the average Individual Settlement Share to be paid is
6 approximately \$1,055.15. Settlement Class Members will be issued payment of their Individual
7 Settlement Shares subject to reduction for the employee's share of taxes and withholdings with
8 respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual
9 Settlement Payment").

10 14. Additionally, \$2,000.00 of the Gross Settlement Amount has been allocated toward
11 penalties under the Private Attorneys General Act ("PAGA Amount"), of which 75%, or \$1,500.00,
12 shall be paid to the Labor and Workforce Development Agency ("LWDA"), and 25%, or \$500.00,
13 of which shall be paid to all current and former hourly non-exempt individuals who are or were
14 employed by Defendant during the PAGA Period. There are seventy-seven (77) Aggrieved
15 Employees who worked a total of two thousand one hundred forty (2,140) workweeks during the
16 PAGA Period. The highest Individual PAGA Payment to be paid is approximately \$25.26, and the
17 average Individual PAGA Payment to be paid is approximately \$6.49.

18 15. Phoenix's costs associated with the administration of this matter are \$4,950.00. This
19 includes all costs incurred to date, as well as estimated costs involved in completing the settlement
20 distribution.

21
22 I declare under penalty of perjury of the laws of the State of California that the foregoing is
23 true and correct.

24 Executed this 28th day of November 2022, at Orange, California.

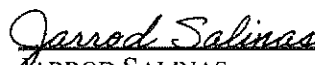
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27 JARROD SALINAS
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EXHIBIT A

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

KEVIN PUGH, on behalf of himself and all
“aggrieved employees” pursuant to Labor Code
§ 2698 et seq.

Plaintiff,

v.

THE AIRPORT COLLECTIVE, INC., a
California corporation, and DOES 1 through 10,
inclusive,

Defendants.

CASE NO: 21LBCV00333

*Assigned to the Honorable Mark C. Kim,
Dept. S27*

**NOTICE OF PENDENCY OF PROPOSED
CLASS ACTION SETTLEMENT AND
FINAL HEARING**

**YOU MAY BE ENTITLED TO RECEIVE MONEY FROM A SETTLEMENT
PLEASE READ THIS NOTICE CAREFULLY. YOUR RIGHTS MAY BE AFFECTED.**

A California court authorized this notice. This is not a solicitation from a lawyer.

- A settlement will provide \$150,000 to pay claims to all individuals who worked for The Airport Collective, Inc. (“Defendant”) as a non-exempt employee in California at any time between January 1, 2020 through January 27, 2022.
- The settlement resolves a lawsuit alleging that Defendant failed to provide compliant meal and rest periods or premium compensation in lieu thereof; reimburse employee business expenses; timely issue final wages upon separation of employment; and issue accurate and complete itemized wage statements. The Settlement avoids costs and risks of continuing the lawsuit; pays money to employees; and releases Defendant from liability from the claims asserted in this lawsuit.
- Lawyers for the employees will ask the Court to award them up to \$52,500 as attorneys’ fees and \$10,000 as expenses for investigating the facts, litigating the case, and negotiating the settlement. This will be paid from the settlement amount.
- Defendant denies liability and the Parties disagree on how much money could have been awarded if employees won at trial.

YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT:	
Do Nothing	You do not need to take any action if you wish to receive your settlement payment. If the settlement is approved by the Court, you will automatically be mailed a settlement check at the address on file with the Settlement Administrator. If your address has changed, you must notify the Settlement Administrator of your new address. In exchange for the settlement payment, you will release claims against the Defendant, as detailed below.
Exclude Yourself	To exclude yourself, you must send a written Request for Exclusion to the Settlement Administrator by the applicable deadline, as detailed below. If you request exclusion, you may receive no money from the Settlement . This is the only option that allows you to ever be part of any other lawsuit against The Airport Collective, Inc. about the legal claims that were brought in this case.
Object	Write to the Settlement Administrator about why you don't like the settlement by the applicable deadline, as detailed below, and/or appear at the Final Approval Hearing to make an oral objection.
Go to a Hearing	Ask to speak in Court about the fairness of the settlement, as detailed below.

WHY DID YOU RECEIVE THIS NOTICE?

This notice explains a proposed settlement of a class action lawsuit, and informs you of your legal rights under that proposed settlement. You are receiving this notice because you may be a member of the Class on whose behalf this class action lawsuit has been brought.

WHAT IS THIS LAWSUIT ABOUT?

On June 18, 2021, Plaintiff Kevin Pugh ("Plaintiff"), a former employee of The Airport Collective, Inc., filed this lawsuit in the Los Angeles County Superior Court. The lawsuit alleges violations of the California Labor Code and California Business and Professions Code. The lawsuit seeks to certify a class of all current and former non-exempt California employees of Defendant at any time between January 1, 2020 through January 27, 2022 ("Class Period"). Specifically, the lawsuit alleges that members of the Class were not provided all compliant meal and rest periods or premium compensation in lieu thereof; were not timely issued final wages upon separation of employment; were not issued accurate and complete itemized wage statements; and were not reimbursed for all business expenses incurred. The Settlement seeks recovery of wages, damages, interest, statutory and civil penalties, restitution, attorneys' fees and costs. Defendant denies all of the material allegations in the lawsuit and denies that it owes Class Members any remedies. The Court has not made a ruling on the merits of the case.

The lawyers for the parties are:

Plaintiff's Attorneys

Daniel F. Gaines, Esq.
 Alex P. Katofsky, Esq.
 Gaines & Gaines, APLC
 4550 E. Thousand Oaks Blvd., Suite 100
 Westlake Village, CA 91362
 Phone: (866) 550-0855

Defendant's Attorneys

Thomas F. Nowland, Esq.
 Daniel A. Brodnax, Esq.
 Scott A. Ezzati, Esq.
 Law Offices of Thomas F. Nowland
 20241 SW Birch Street, Suite 203
 Newport Beach, CA 92660

SUMMARY OF THE SETTLEMENT

A. Why is there a Settlement?

The Court did not decide in favor of Plaintiff or Defendant. Plaintiff believes he would have prevailed on his claims at a trial. Defendant does not believe that Plaintiff would have won anything from a trial. There has been no trial. Instead, both sides agreed to a settlement, which is memorialized in the Settlement Agreement and Release of Claims (“Settlement” or “Settlement Agreement”), in order to avoid the further costs, risks, and uncertainty of a trial. Plaintiff and Plaintiff’s Attorneys believe the settlement is fair, reasonable, adequate, and in the best interests of all Class Members.

B. Who is in the Settlement Class?

The Settlement encompasses a class composed of all individuals who worked for The Airport Collective, Inc. as a non-exempt employee in California at any time between January 1, 2020 through January 27, 2022.

C. What does the Settlement provide?

1. Maximum Settlement Amount.

The Settlement provides that Defendant will pay \$150,000 (the “Maximum Settlement Amount”) to settle the lawsuit.

2. Net Settlement Proceeds.

The “Net Settlement Proceeds” is the portion of the Maximum Settlement Amount that will be available for distribution to Class Members who do not submit timely and valid requests for exclusion in exchange for the release of their class claims. The Net Settlement Proceeds amount is the Maximum Settlement Amount less the following amounts that will be requested at the Final Approval Hearing and are subject to comment or objection by Participating Class Members. The Court will fix these amounts at the Final Approval Hearing.

(a) **Class Counsel’s Attorneys’ Fees** in an amount set by the Court, not to exceed \$52,500;

(b) **Class Counsel’s Documented Litigation Costs/Expenses** in an amount set by the Court, not to exceed \$10,000;

(c) **Service Payments to the Class Representative** in an amount set by the Court, not to exceed \$2,500 for his service in the lawsuit;

(d) **Settlement Administration Costs** which are currently estimated to not exceed \$5,000.00, for administering the settlement; and

(e) **PAGA Payment** in the total amount of \$2,000 for the settlement of claims arising under the California Private Attorneys General Act (“PAGA”). 75% or \$1,500, shall be paid to the California Labor and Workforce Development Agency (“LWDA”). The remaining 25% or \$500, shall be included in the Net Settlement Proceeds for payment to Class Members

3. Individual Payment Amount.

Your share of the Net Settlement Proceeds will be determined by the formula detailed in section E below.

D. What Are You Giving Up To Get A Payment Or Stay In The Class?

Upon the Effective Date, and subject to Defendant's full payment of the Maximum Settlement Amount, Plaintiff and all Settlement Class Members who do not timely opt-out will be deemed to have fully released and discharged Defendant The Airport Collective, Inc. and each of its present and former officers, directors, members, owners, managers, shareholders, agents, operators, partners, joint ventures, subsidiaries, parent companies, related entities, consultants, attorneys, successors or assignees ("Released Parties") from any and all Released Claims which arose during employment as a non-exempt employee in California during the Class Period.

The "Released Claims" include all claims, rights, demands, liabilities and causes of actions that are alleged or reasonably could have been alleged based on the facts and claims asserted in the Action, including the following claims: all claims for meal and rest period premiums/wages, inaccurate wage statements, unreimbursed business expenses, and waiting time penalties, including claims arising under Labor Code sections 201, 202, 203, 226, 226.7, 512, 558, and 2802, the applicable Industrial Wage Commission Wage Orders, and PAGA and Business and Professions Code section 17200 as they relate to the underlying Labor Code claims referenced above, which arose during employment in a non-exempt position in California during the Class Period.

E. How Is My Share Of The Settlement Calculated?

Each participating Class Member (those who do not opt out of the Settlement) shall receive an "Individual Payment Amount," which is distributable to each Class Member who participates in the Settlement (i.e., who does not submit a valid request for exclusion form).

The Individual Payment Amounts will be calculated by dividing the Net Settlement Proceeds by the total weeks worked by all participating Class Members in California in a non-exempt position during the Class Period, which will yield the applicable weekly rate. The weekly rate shall be multiplied by the number of weeks each individual participating Class Member worked for Defendant in California in a non-exempt position during the Class Period to yield their Individual Payment Amount. Each Participating Settlement Class Member who does not opt out will receive an Individual Payment Amount equal to their individual weeks worked in California in a non-exempt position during the Class Period multiplied by the weekly rate.

For tax purposes, each Individual Payment Amount will be apportioned (a) 30% as wages (reported on an IRS Form W-2 and subject to applicable withholdings); (b) 50% to penalties (reported on an IRS Form 1099); 10% to expense reimbursement; and 10% to interest (reported on an IRS Form 1099). All Individual Payment Amounts paid to Class Members will be subject to any applicable wage garnishments, liens, or other legally mandated treatment as required by law.

According to the records of Defendant, you worked «Total_Weeks» weeks while employed as a non-exempt employee in California from January 1, 2020 through January 27, 2022. Based on these weeks worked, you are entitled to an Individual Payment Amount of approximately «Est_Set_Amt». This amount is subject to change based on the final ruling of the Court.

Please be advised that the individual data above is presumed to be correct unless you submit documentation proving otherwise. If you disagree with the data, please submit an explanation and evidence in support of your position to the Settlement Administrator no later than **November 17, 2022**. In the event of a dispute, the Settlement Administrator will resolve the challenge with input from the Defendant and will make a final and binding determination without a hearing or right of appeal by you.

F. When Will I Be Paid?

After the Courts grants approval of the settlement, you will receive your Individual Payment Amount in three installments over 21 months.

THE SETTLEMENT HEARING

The Court will conduct a final fairness hearing regarding the proposed settlement (the “Final Settlement Hearing”) on January 12, 2023, at 8:30 a.m., in the Courtroom of Judge Mark C. Kim of the Los Angeles County Superior Court, Department S27, located at 275 Magnolia, Long Beach, California 90802. The Court will determine: (i) whether the lawsuit should finally be certified as a class action for settlement purposes; (ii) whether the settlement should be given the Court’s final approval as fair, reasonable, adequate and in the best interests of the Settlement Class Members; (iii) whether the Settlement Class Members should be bound by the terms of the settlement; (iv) the amount of the attorneys’ fees and costs to be awarded to Plaintiff’s Attorneys; and (v) the amount that should be awarded to Plaintiff as a service payment. At the Final Settlement Hearing, the Court will hear all properly filed objections, as well as arguments for and against the proposed settlement. You have a right to attend this hearing, but you are not required to do so. You also have the right to hire an attorney to represent you, or to enter an appearance and represent yourself.

Effective Monday, April 4, 2022, face masks are strongly recommended inside all Los Angeles County courthouses in alignment with Los Angeles County Department of Public Health guidance. (See 2022-GEN-005-00).

For further information, please visit <https://www.lacourt.org/newsmedia/uploads/14202232517164722NRFACEMASKS.pdf>

WHAT ARE YOUR OPTIONS?

• OPTION 1 – DO NOTHING AND PARTICIPATE IN THE SETTLEMENT

IF YOU TAKE NO ACTION IN RESPONSE TO THIS NOTICE, YOU WILL AUTOMATICALLY RECEIVE YOUR SHARE OF THE SETTLEMENT IF IT IS APPROVED BY THE COURT. YOU ARE NEVER REQUIRED TO GO TO COURT OR PAY ANYTHING TO THE LAWYERS IN THIS CASE. If you move, you must update your address with the Settlement Administrator. If you disagree with pre-printed data indicated in section E above, you must submit an explanation and/or documentation to the Settlement Administrator to justify your position, postmarked no later than **November 17, 2022**. The Settlement Administrator’s address is Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863.

• OPTION 2 – OBJECT TO THE SETTLEMENT

If you wish to remain a Settlement Class Member, but you object to the proposed settlement (or any of its terms) and wish the Court to consider your objection at the Final Settlement Hearing, you may object to the proposed settlement in writing. You may also appear at the Final Approval Hearing, either in person or through an attorney at your own expense. All written objections, supporting papers, and/or notices of intent to appear at the Final Approval Hearing must clearly identify the case name and number and be mailed to the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863. Written objections must be postmarked no later than **November 17, 2022**.

• OPTION 3 – EXCLUDE YOURSELF FROM THE SETTLEMENT

You have a right to exclude yourself (“opt out”) from the Settlement Class, but if you choose to do so, you will not receive any benefits from the proposed settlement. You will not be bound by a judgment in this case and you will have the right to file your own lawsuit against the Defendant and pursue your own claims in a separate suit. You can opt out of the Class by completely filling out and mailing the enclosed Request for Exclusion Form to the Settlement Administrator at the above-stated address, such that it is postmarked no later than **November 17, 2022**.

ARE THERE MORE DETAILS ABOUT THE SETTLEMENT?

The above is a summary of the basic terms of the settlement. For the precise terms and conditions of the settlement, you should review the detailed "Settlement Agreement and Release of Claims" which is on file with the Clerk of the Court and posted on the following website: www.phoenixclassaction.com/Pugh-v-The-Airport-Collective. The pleadings and other records in the Lawsuit may be examined at any time during regular business hours at the Office of the Clerk of the Los Angeles County Superior Court, located at 275 Magnolia, Long Beach, California 90802.

IF YOU NEED MORE INFORMATION OR HAVE ANY QUESTIONS, you may contact the Settlement Administrator at Phoenix Settlement Administrators, P.O. Box 7208, Orange, CA 92863, Telephone: (800) 523-5773.

PLEASE DO NOT TELEPHONE THE COURT FOR INFORMATION ABOUT THIS SETTLEMENT OR THE CLAIMS PROCESS.

**BY ORDER OF THE SUPERIOR COURT OF
THE STATE OF CALIFORNIA**