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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES—TORRANCE COURTHOUSE**

JOANA FLORES, individually, and on
behalf of other members of the general public
similarly situated and on behalf of other
aggrieved employees pursuant to the
California Private Attorneys General Act;

Plaintiff,

vs.

ALLIANCE GROUND INTERNATIONAL
LLC; Delaware limited liability company;
and DOES 1 through 100, inclusive,

Defendants.

Case No.: 21TRCV00424

Honorable Douglas W. Stern
Department B

CLASS ACTION

**[PROPOSED] ORDER GRANTING
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: June 13, 2024
Time: 8:30 a.m.
Department: B

RES ID: 975166282879

Complaint Filed: June 10, 2021
Trial Date: None Set

1 This matter has come before the Honorable Douglas W. Stern in Department B of the
2 Superior Court of the State of California, for the County of Los Angeles Torrance Courthouse, on
3 June 13, 2024 at 8:30 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action
4 Settlement. Lawyers *for* Justice, PC appear as counsel for Plaintiff Joana Flores ("Plaintiff"),
5 individually and on behalf of all others similarly situated and other aggrieved employees, and
6 Akerman LLP appears as counsel for Defendant Alliance Ground International LLC ("Defendant").

7 The Court, having carefully considered the papers, argument of counsel, and all matters
8 presented to the Court, and good cause appearing, hereby GRANTS Plaintiff's Motion for
9 Preliminary Approval of Class Action Settlement.

10 **IT IS HEREBY ORDERED THAT:**

11 1. The Court preliminarily approves the Class Action and PAGA Settlement
12 Agreement and Class Notice ("Settlement," "Agreement," or "Settlement Agreement"), attached as
13 **"EXHIBIT 1"** to the Declaration of Vartan Madoyan in Support of Plaintiff's Motion for
14 Preliminary Approval of Class Action and PAGA Settlement. This is based on the Court's
15 determination that the Settlement appears to fall within the range of possible approval as fair,
16 adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
19 Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate,
21 and reasonable. It appears to the Court that extensive investigation and research have been conducted
22 such that counsel for the parties at this time are able to reasonably evaluate their respective positions.
23 It further appears to the Court that the Settlement, at this time, will avoid substantial additional costs
24 by all parties, as well as avoid the delay and risks that would be presented by the further prosecution
25 of the case. It further appears that the Settlement has been reached as the result of intensive, serious
26 and non-collusive, arms-length negotiations, and was entered into in good faith.

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28 ///

1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Class Representative
3 Service Payment, PAGA Penalty Amount, Administration Expenses Payment, and payments to the
4 Participating Class Members and Aggrieved Employees provided thereby, appear to be within the
5 range of reasonableness of a settlement that could ultimately be given final approval by this Court.
6 Indeed, the Court has reviewed the monetary recovery that is being granted as part of the Settlement
7 and preliminarily finds that the monetary settlement awards made available to the Class Members
8 and Aggrieved Employees are fair, adequate, and reasonable when balanced against the probable
9 outcome of further litigation relating to certification, liability, and damages issues.

10 5. The Court concludes that, for settlement purposes only, the proposed Settlement
11 Class meets the requirements for certification under section 382 of the California Code of Civil
12 Procedure in that: (a) the Settlement Class is ascertainable and so numerous that joinder of all
13 members of the Settlement Class is impracticable; (b) common questions of law and fact
14 predominate, and there is a well-defined community of interest amongst the members of the
15 Settlement Class with respect to the subject matter of the litigation; (c) Plaintiff's claims are typical
16 of the claims of the members of the Settlement Class; (d) Plaintiff will fairly and adequately protect
17 the interests of the members of the Settlement Class; (e) a class action is superior to other available
18 methods for the efficient adjudication of the controversy; and (f) Class Counsel are qualified to act
19 as counsel for Plaintiff in her individual capacity and as the representative of the Settlement Class.

20 6. The Court conditionally certifies, for settlement purposes only, the Settlement Class,
21 defined as follows:

22 All current and former hourly-paid or non-exempt employees of Defendant in
23 California employed from January 27, 2019 through the date of this Order.¹

24 7. The Court provisionally appoints Edwin Aiwazian, Arby Aiwazian, Joanna Ghosh,
25 and Vartan Madoyan of Lawyers *for* Justice, PC as counsel for the Settlement Class (together, "Class
26 Counsel").

27 _____
28 ¹ Provided, however, that the Class Period may be adjusted pursuant to the Settlement Agreement, see Settlement Agreement ¶ 1.12.

1 8. The Court provisionally appoints Plaintiff Joana Flores as the representative of the
2 Settlement Class (“Class Representative”).

3 9. The Court provisionally appoints Simpluris Inc. (“Simpluris”) to handle the
4 administration of the Settlement (“Settlement Administrator”).

5 10. Within twenty (20) calendar days of the date on which the Court enters this Order,
6 Defendant will provide the Settlement Administrator with a complete list of all Class Members and
7 Aggrieved Employees which will include each Class Member’s and aggrieved Employee’s: name,
8 last known mailing address, Social Security Number, and number of Class Period Workweeks, and
9 PAGA Pay Periods and such other information and data as necessary for the Settlement in
10 conformity with the Settlement Agreement.

11 11. The Court approves, both as to form and content, the Notice of Class Action
12 Settlement (“Class Notice”) attached hereto as “**EXHIBIT A.**” The Class Notice shall be provided
13 (in English and Spanish) to Class Members in the manner set forth in the Settlement Agreement.
14 The Court finds that the Class Notice appears to fully and accurately inform the Class Members of
15 all material elements of the Settlement, of Class Members’ right to be excluded from the Class
16 Settlement by submitting an opt out request, of Class Members’ right to dispute the Workweeks
17 credited to each of them, and of each Settlement Class Member’s right and opportunity to object to
18 the Class Settlement. The Court further finds that distribution of the Class Notice substantially in
19 the manner and form set forth in the Settlement Agreement and this Order, and that all other dates
20 set forth in the Settlement Agreement and this Order, meet the requirements of due process and shall
21 constitute due and sufficient notice to all persons entitled thereto. The Court further orders the
22 Settlement Administrator to mail the Class Notice by First-Class U.S. mail to all Class Members
23 within fourteen (14) calendar days of receipt of the Class Data, pursuant to the terms set forth in the
24 Settlement Agreement.

25 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
26 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
27 choose to be excluded from the Class Settlement by submitting a written letter in conformity with
28 the requirements set forth in the Class Notice, to the Settlement Administrator, postmarked no later

than the date which is sixty (60) calendar days from the initial mailing of the Class Notice to Class Members (“Response Deadline”), or, in the case of a re-mailed Class Notice, the Response Deadline shall be extended by fourteen (14) calendar days from the original deadline. Any such person who timely and validly chooses to opt out of, and be excluded from, the Class Settlement will not be entitled to any recovery under the Class Settlement and will not be bound by the Settlement or have any right to object, appeal, or comment thereon. All Aggrieved Employees will be bound to the PAGA Settlement and will be issued their Individual PAGA Payment regardless of their decision to participate in the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion from the Class Settlement (i.e., Settlement Class Member) shall be bound by the Settlement Agreement and any final judgment based thereon.

13. A Final Approval Hearing shall be held before this Court on _____ at _____ a.m./p.m. in Department B of the Los Angeles County Superior Court-Torrance Courthouse, located at 825 Maple Ave., Torrance, California 90503, to determine all necessary matters concerning the Settlement, including: whether the proposed settlement of the action on the terms and conditions provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable to the Class Members and Aggrieved Employees; and determine whether to finally approve the requests for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.

14. Class Counsel shall file a motion for final approval of the Settlement and for Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and the Administration Expenses Payment, along with the appropriate declarations and supporting evidence, including the Settlement Administrator’s declaration, no later than 16 court days before the Final Approval Hearing.

15. To object to the Class Settlement, a Settlement Class Member may submit a written objection in writing to the Settlement Administrator on or before the Response Deadline, or by

1 directly present his or her objection orally to the Court at the Final Approval Hearing. The Notice
2 of Objection must be signed and must contain the information that is required, as set forth in the
3 Class Notice, including and not limited to the grounds for the objection.

4 16. The Settlement is not a concession or admission, and shall not be used against
5 Defendant as an admission or indication with respect to any claim of any fault or omission by
6 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
7 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
8 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
9 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
10 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
11 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
12 implementation, interpretation, or enforcement of the Settlement.

13 17. In the event the Settlement does not become effective in accordance with the terms
14 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
15 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
16 vacated, and the Parties shall revert back to their respective positions as of before entering into the
17 Settlement Agreement.

18 18. The Court reserves the right to adjourn or continue the date of the Final Approval
19 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
20 Members, and retains jurisdiction to consider all further applications arising out of or connected with
21 the Settlement.

22
23 **IT IS SO ORDERED.**

24
25 Dated: _____

By: _____

Hon. Douglas W. Stern
Judge of the Superior Court

EXHIBIT A

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT
AND HEARING DATE FOR FINAL COURT APPROVAL**
(Joana Flores v. Alliance Ground International, LLC. Case No. 21TRCV00424)

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Alliance Ground International, LLC (“Defendant”) for alleged wage and hour violations. The Action was filed by Defendant’s employee Joana Flores (“Plaintiff”) and seeks payment of unpaid minimum wages, overtime wages, missed meal and rest periods, wage statement penalties, waiting time penalties, and restitution under California Business and Professions Code section 17200 for a class of hourly paid or non-exempt employees (“Class Members”) who worked for Defendant during the Class Period of **January 27, 2019 through [REDACTED]**. The Action also seeks penalties under the California Private Attorney General Act (“PAGA”) for all hourly paid or non-exempt employees who worked for Defendant during the PAGA Period of April 5, 2020 through **[REDACTED]** (“Aggrieved Employees.”)

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

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

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

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

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [REDACTED]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. Defendant must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released PAGA Claims (defined below).
Participating Class Members Can Object to the Class Settlement Written Objections Must be Submitted by [REDACTED]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating

	Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [REDACTED] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [REDACTED]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks Written Challenges Must be Submitted by [REDACTED]	The amount of your Individual Class Payment depends and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with this number, you must challenge it by [REDACTED]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a current employee of Defendant. The Action accuses Defendant of violating California labor laws by failing to pay unpaid minimum wages and overtime wages, failing to provide compliant meal and rest periods, wage statements, waiting time penalties, and restitution under California Business and Professions Code section 17200 for a class of hourly paid, non-exempt employees (“Class Members”) who worked for Defendant during Class Period January 27, 2019 through [REDACTED]. The Action also seeks penalties under the California Private Attorney General Act (“PAGA”) for all hourly paid, non-exempt employees who worked for Defendant during the PAGA Period April 5, 2020 through [REDACTED] (“Aggrieved Employees.”) Plaintiff is represented by attorneys in the Action: Edwin Aiwarzian, Arby Aiwarzian, Joanna Ghosh, and Vartan Madoyan at Lawyers *for* Justice, PC (“Class Counsel.”). Defendant strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

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

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

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

- A. Defendant Will Pay \$1,800,000.00 as the Gross Settlement Amount (Gross Settlement). Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement in 2 equal installments of \$900,000 each, with the first payment due within 61 days after the Court enters an order granting final approval, and the second payment due within 6 months after the first payment. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”).

- B. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:
- a. Up to \$ [REDACTED] to Class Counsel for attorneys' fees and up to \$ [REDACTED] for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - b. Up to \$10,000 as a Class Representative Service Payment for filing the Action, working with Class Counsel and representing the Class. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - c. Up to \$ [REDACTED] to the Administrator for services administering the Settlement.
 - d. Up to \$ [REDACTED] for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

- C. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.
- D. Taxes Owed on Payments to Class Members. Plaintiff and defendant are asking the court to approve an allocation of 25% of each individual class payment to taxable wages ("wage portion") and 75% to interest and penalties ("non-wage portion"). The wage portion is subject to withholdings and will be reported on IRS W-2 forms. Defendant will separately pay employer payroll taxes it owes on the wage portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The administrator will report the Individual PAGA Payments and the non-wage portion of the individual class payments on IRS 1099 Forms.

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

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

when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name.

If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.

- F. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, **not later than** [REDACTED], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA Period facts alleged in the Action.

- G. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiff and Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.
- H. Administrator. The Court has appointed a neutral company, [REDACTED] (the "Administrator") to send this Notice, calculate and make payments, and process Class Members' Requests for Exclusion. The Administrator will also decide Challenges regarding Workweeks and PAGA Pay Periods, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.
- I. Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for wages

based on the Class Period facts, and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims, demands, rights, liabilities and causes of action that were pled in the Action that arose during the Class Period with respect to the following claims: (i) failure to pay all minimum wages; (ii) failure to pay all overtime wages owed; (iii) failure to provide meal periods; (iv) failure to provide rest periods; (v) failure to timely pay wages during employment and upon termination of employment; (vi) failure to pay vested vacation time; (vii) failure to provide accurate, itemized wage statements; (viii) failure to keep complete and accurate payroll records; (ix) failure to produce employment records; (x) failure to reimburse business expenses; and (xi) unfair business practices (Bus. & Prof. Code § 17200, et seq.). The Release Period is the same as the Class Period. Except as set forth in Section 5.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts occurring outside the Class Period.

- J. Aggrieved Employees' Released PAGA Claims. After the Court's judgment is final, and Defendant has paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant that are released by this Settlement, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant based on the PAGA Period facts alleged in the Action and resolved by this Settlement. The Aggrieved Employees' Releases are as follows:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the First Amended Complaint and the PAGA Notice: (i) failure to pay all minimum wages; (ii) failure to pay all overtime wages; (iii) failure to provide meal periods, or premium pay for non-compliant meal periods; (iv) failure to authorize and permit rest periods, or premium pay for non-compliant rest periods; (v) failure to timely pay wages during employment and upon termination of employment; (vi) failure to pay vested vacation time; (vii) failure to issue

accurate, itemized wage statements; (viii) failure to keep complete and accurate payroll records; and (ix) failure to produce employment records; (x) failure to reimburse business expenses during the PAGA Period that could have been premised on the facts, claims, causes of action or legal theories described above in subsections (i) through (ix).

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

- A. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
- B. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$ [REDACTED] by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
- C. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. If you wish to challenge the number of Workweeks and/or PAGA Pay Periods credited to you, you must submit your challenge by [REDACTED], by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.
- D. You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendant's calculation of Workweeks and/or Pay Periods based on Defendant's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge the Administrator's final decision.

5. HOW WILL I GET PAID?

- A. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
- B. Aggrieved Employees. If the Aggrieved Employee opts out of the Class Settlement, the Administrator will send, by U.S. mail, a single Individual PAGA Payment check to every Aggrieved Employee.

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as "Joana Flores v. Alliance Ground International, LLC", and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by [REDACTED], or it will be invalid. Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

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

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval, the request for Class Counsel Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is [REDACTED]. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Joana Flores v. Alliance Ground International, LLC* and include your name, current address, telephone number, and approximate dates of employment for Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

Alternatively, a Participating Class Member can object (or personally retain a lawyer to object at your own cost) by attending the Final Approval Hearing. You (or your attorney) should be ready to tell the Court what you object to, why you object, and any facts that support your objection. See Section 8 of this Notice (immediately below) for specifics regarding the Final Approval Hearing.

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on (date) at (time) in Department [REDACTED] of the Los Angeles Superior Court, located at [REDACTED]. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much

of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel, and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

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

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Defendant and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment, or any other Settlement documents is to go to (specify entity)'s website at (url). You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 21TRCV00424. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel Contact Information:

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Arby Aiwazian
Joanna Ghosh
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edwin@calljustice.com

Settlement Administrator Contact Information:

Name of Company
Email Address
Mailing Address
Telephone
Fax Number

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

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

11. WHAT IF I CHANGE MY ADDRESS?

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