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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE**

JAMIE BRESSMAN, 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.

ROSS AVIATION OPERATIONS, LLC, a
Delaware limited liability company; and
DOES 1 through 100, inclusive,

Defendants.

Case No.: 21STCV30675

Honorable Stuart M. Rice
Department SSC-1

CLASS ACTION

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

Date: March 4, 2024
Time: 10:30 a.m.
Department: SSC-1

Complaint Filed: August 19, 2021
FAC Filed: October 4, 2022
Trial Date: None Set

1 This matter has come before the Honorable Stuart M. Rice in Department SSC-1 of the
2 Superior Court of the State of California, for the County of Los Angeles, on March 4, 2024 at 10:30
3 a.m. for Plaintiff's Motion for Preliminary Approval of Class Action Settlement. Lawyers for
4 Justice, PC appears as counsel for Plaintiff Jamie Bressman ("Plaintiff"), individually and on behalf
5 of all others similarly situated and other aggrieved employees, and Cozen O'Connor appears as
6 counsel for Defendant Ross Aviation Operations, 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 Stipulation of Class Action and PAGA
12 Settlement ("Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 1**" to
13 the Declaration of Helene Mayer in Support of Plaintiff's Motion for Preliminary Approval of Class
14 Action Settlement. This is based on the Court's determination that the Settlement falls within the
15 range of possible approval as fair, adequate, and reasonable.

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

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

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

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

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

22 All current and former hourly-paid or non-exempt employees of Defendant in
23 California employed at any time during the Class Period ("Class" or "Class
24 Members").

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

27 8. The Court provisionally appoints Plaintiff Jamie Bressman as the representative of
28 the Class ("Class Representative").

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1 9. The Court provisionally appoints Simpluris, Inc. (“Simpluris”) to handle the
2 administration of the Settlement (“Settlement Administrator”).

3 10. Within twenty-one (21) calendar days of the date on which the Court enters this
4 Order, Defendant will provide the Settlement Administrator with the following information about
5 each Class Member: (1) full name; (2) last known mailing address; (3) Social Security number; (4)
6 start and end dates worked for Defendant during the Class Period and, if applicable, during the
7 PAGA Period; (5) a report reflecting the total number of pay periods worked by Class Members
8 from July 12, 2020 to February 25, 2022, which the parties used during mediation to extrapolate the
9 total number of workweeks in the period from August 19, 2017, to January 18, 2022, by doubling
10 the number of pay periods worked; and (6) such other information and data as necessary for the
11 Settlement Administrator to independently calculate Workweeks (collectively referred to as the
12 “Class List”) in conformity with the Settlement Agreement.

13 11. The Court approves, both as to form and content, the Notice of Class Action
14 Settlement (“Class Notice”) attached hereto as “**EXHIBIT 1.**” The Class Notice shall be provided
15 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
16 Class Notice appears to fully and accurately inform the Class Members of all material elements of
17 the Settlement, of Class Members’ right to be excluded from the Class Settlement by submitting a
18 Request for Exclusion, of Class Members’ and PAGA Employees’ right to dispute the Workweek(s)
19 credited to each of them, and of each Settlement Class Member’s right and opportunity to object to
20 the Class Settlement by submitting a Notice of Objection to the Settlement Administrator. The Court
21 further finds that distribution of the Class Notice substantially in the manner and form set forth in
22 the Settlement Agreement and this Order, and that all other dates set forth in the Settlement
23 Agreement and this Order, meet the requirements of due process and shall constitute due and
24 sufficient notice to all persons entitled thereto. The Court further orders the Settlement
25 Administrator to mail the Class Notice by First-Class U.S. mail to all Class Members within fourteen
26 (14) calendar days after receiving the Class List from Defendants, pursuant to the terms set forth in
27 the Settlement Agreement.

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1 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
2 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
3 choose to be excluded from the Class Settlement by submitting a timely and valid Request for
4 Exclusion in conformity with the requirements set forth in the Class Notice, to the Settlement
5 Administrator, postmarked no later than the date that is sixty (60) calendar days from the initial
6 mailing of the Class Notice (“Response Deadline”), or, in the case of a re-mailed Class Notice, the
7 Response Deadline shall be extended by fifteen (15) calendar days from the original Response
8 Deadline. Any such person who timely and validly chooses to opt out of, and be excluded from, the
9 Class Settlement will not be entitled to any recovery under the Class Settlement and will not be
10 bound by the Class Settlement or have any right to object, appeal, or comment thereon.
11 Nevertheless, all current and former non-exempt employees who were employed by Defendant
12 within the State of California at any time during the period from August 19, 2017 through the date
13 the Court grants Preliminary Approval of the Settlement (“PAGA Employees”), will be bound by
14 the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of whether
15 he or she submitted a Request for Exclusion from the Class Settlement. Class Members who do not
16 submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) shall be bound by
17 the Settlement Agreement and any final judgment based thereon.

18 13. A Final Approval Hearing shall be held before this Court on
19 _____ at _____ a.m./p.m. in
20 Department SSC-1 of the Superior Court of California for the County of Los Angeles, located at 312
21 North Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning
22 the Settlement, including: whether the proposed settlement of the action on the terms and conditions
23 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
24 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the
25 plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable
26 to the Class Members and PAGA Employees; and determine whether to finally approve the requests
27 for the Attorneys’ Fees and Costs, Enhancement Payment, Settlement Administration Costs, and
28 allocation for the PAGA Penalty Amount.

1 14. Class Counsel shall file a motion for final approval of the Settlement and for
2 Attorneys' Fees and Costs, Enhancement Payment, and Settlement Administration Costs, along with
3 the appropriate declarations and supporting evidence, including the Settlement Administrator's
4 declaration, by _____, to be heard
5 at the Final Approval Hearing.

6 15. To object to the Class Settlement, a Class Member must submit their Notice of
7 Objection to the Settlement Administrator on or before the Response Deadline. The Notice of
8 Objection must be signed and must contain the information that is required, as set forth in the Class
9 Notice, including and not limited to the grounds for the objection. Settlement Class Members may
10 also present their objection orally at the Final Approval Hearing, regardless of whether they have
11 submitted a Notice of Objection.

12 16. The Settlement is not a concession or admission, and shall not be used against
13 Defendant as an admission or indication with respect to any claim of any fault or omission by
14 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
15 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
16 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
17 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
18 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
19 wrongdoing, omission, concession, or damage, or to establish the existence of any condition
20 constituting a violation of, or a non-compliance with state, federal, local or other applicable law.
21 except for legal proceedings concerning the implementation, interpretation, or enforcement of the
22 Settlement.

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

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

5 **IT IS SO ORDERED.**

6
7 Dated: _____

By: _____

The Honorable Stuart M. Rice
Judge of the Superior Court

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

Bressman v. Ross Aviation Operations, LLC
Superior Court of California for the County of Los Angeles, Case No. 21STCV30675

PLEASE READ THIS CLASS NOTICE CAREFULLY.

You have received this Class Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the above-referenced case.

You do not need to take any action to receive a settlement payment and, unless you request to be excluded from the settlement, your legal rights may be affected.

This Class Notice is designed to advise you of your rights and options, and how you can request to be excluded from the settlement, object to the settlement, and/or dispute the number of Workweeks that you are credited with, if you so choose.

YOU ARE NOTIFIED THAT: A class action and representative Labor Code Private Attorneys General Act of 2004 ("PAGA") settlement has been reached between Plaintiff Jamie Bressman ("Plaintiff") and Defendant Ross Aviation Operations, LLC ("Defendant") (Plaintiff and Defendant are collectively referred to as the "Parties") in the class action and PAGA case entitled *Bressman v. Ross Aviation Operations, LLC*, Los Angeles County Superior Court, Case No. 21STCV30675 (the "Class Action"), which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" means all current and former hourly-paid or non-exempt employees who worked for Defendant within the State of California at any time during the Release Period.

"Class Member" means all current and former hourly-paid or non-exempt employees of Defendant in California employed at any time during the Class Period.

"PAGA Employee" means all current and former non-exempt employees who were employed by Defendant within the State of California at any time during the PAGA Period.

"Class Settlement" means the settlement and resolution of the Released Class Claims, as defined in Section III.D below.

"PAGA Settlement" means the settlement and release of Released PAGA Claims (described in Section III.D below).

"Class Period" means the time period from August 19, 2017, through [date of Preliminary Approval Order].

"PAGA Period" means the time period from July 12, 2020, through [date of Preliminary Approval Order].

II. BACKGROUND OF THE LITIGATION

On July 12, 2021, Plaintiff provided written notice to the Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that he contends were violated ("LWDA Letter"). On August 19, 2021, Plaintiff filed a Class Action Complaint for Damages in the Los Angeles County Superior Court, Case No. 21STCV30675. On March 30, 2022 Plaintiff submitted an amended notice to the LWDA and Defendant advising that the time period for which Plaintiff is seeking civil penalties on behalf of all aggrieved hourly-paid or non-exempt employees who worked for Defendant in the State of California as of August 19, 2017 ("Amended LWDA Letter"). On October 4, 2022, Plaintiff filed a First Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act, California Labor Code § 2698, Et Seq. ("Operative Complaint"), adding his PAGA cause of action to the Class Action. Plaintiff alleges that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide compliant wage statements, keep requisite payroll records, reimburse business expenses, and thereby engaged in unfair business practices in violation of the California Business & Professions Code

section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code section 2698, *et seq.* (“PAGA”) Plaintiff seeks, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys’ fees and costs.

Defendant denies all of the allegations in the Class Action or that it violated any law.

After investigation and analysis of the claims, the Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. Thereafter, the PAGA and Class Action claims were combined under the original filing, Case No. 21STCV30675, to streamline settlement. The Parties have since entered into the Stipulation of Class Action and PAGA Settlement (“Settlement” or “Settlement Agreement”).

On [Date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has appointed Simpluris, Inc. as the administrator of the Settlement (“Settlement Administrator”), Plaintiff Jamie Bressman as representative of the Class (“Class Representative”), and the following counsel as counsel for the Class (“Class Counsel”):

Edwin Aiwazian, Esq.
Arby Aiwazian, Esq.
Joanna Ghosh, Esq.
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you need not take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Class Action have merit or that Defendant has any liability to Plaintiff or the Class Members. Plaintiff and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of the Class Members. The Court has made no ruling on the merits of the claims asserted in the Class Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The total gross settlement amount is Seven Hundred Fifty Thousand Dollars (\$750,000.00) (the “Total Settlement Amount”). The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Amount, less the following payments which are subject to approval by the Court: (1) attorneys’ fees in an amount not to exceed 35% of the Total Settlement Amount (i.e., \$262,500.00) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses, in an amount not to exceed Twenty-Three Thousand Dollars (\$23,000.00) (“Litigation Costs”) to Class Counsel; (2) Enhancement Payment in an amount not to exceed Ten Thousand Dollars (\$10,000.00) to Plaintiff for his services in the Litigation; (3) Administration Costs in an amount not to exceed Fifteen Thousand Dollars (\$15,000.00) to the Settlement Administrator; and (4) the amount of One Hundred Thousand Dollars (\$100,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Penalties”). The PAGA Penalties will be distributed 75% (\$75,000.00) to the LWDA (“LWDA Payment”) and the remaining 25% (\$25,000.00) will be distributed to PAGA Employees (“Employee PAGA Amount”).

Class Members are entitled to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Payment”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee in California during the Release Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the total number of Workweeks of all Class Members (“Class Workweek Value”)

and multiplied each Class Member's individual Workweeks by the Class Workweek Value to arrive at his or her Individual Settlement Payment that he or she may be eligible to receive under the Class Settlement (which is listed in Section III.C below). Class Members who do not submit a timely and valid Request for Exclusion ("Settlement Class Members") will be issued payment of their final Individual Settlement Payment.

Each Individual Settlement Payment will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099. Each Individual Settlement Payment shall be subject to reduction for the employee's share of payroll taxes due on the wages portion of Individual Settlement Payment. The employer's share of payroll taxes and contributions in connection with the wages portion of the Individual Settlement Payments ("Employer Taxes") will be paid by Defendant separately and in addition to the Total Settlement Amount.

PAGA Employees are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the Employee PAGA Amount ("Individual PAGA Payment"), based on the number of Workweeks of each PAGA Employee during the PAGA Period. The Settlement Administrator has divided the Employee PAGA Amount by the total number of Workweeks of all PAGA Employees ("PAGA Workweek Value") and multiplied each PAGA Employee's individual Workweeks by the PAGA Workweek Value to arrive at his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below).

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, which will be reported on an IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Individual Settlement Payments and Individual PAGA Payments will be mailed to Class Members and PAGA Employees at the address that is on file with the Settlement Administrator. **If the address to which this Class Notice was mailed is not correct, or if you move after you receive this Class Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure your receipt of payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant's Records

According to Defendant's records:

From August 19, 2017 through [date of Preliminary Approval Order] (i.e., Release Period), you are credited as having worked [] Workweeks.

If you wish to dispute the Workweeks credited to you, you must submit a written dispute ("Workweeks Dispute") that: (1) contains the case name and number of the Class Action (*Bressman v. Ross Aviation Operations, LLC*, Case No. 21STCV30675); (2) be signed by you; (3) contain your full name, address, telephone number, last four digits of your Social Security Number; (4) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number of Workweeks that should be credited to you; (5) include information and/or attach documentation demonstrating that the number of Workweeks that you contend should be credited to you are correct; and (6) be submitted to the Settlement Administrator by mail at the specified address listed in Section IV.B below, postmarked **no later than [Response Deadline]**.

C. Your Estimated Individual Settlement Payment and Individual PAGA Payment

As explained above, your estimated Individual Settlement Payment and/or Individual PAGA Payment is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Payment is estimated to be \$[]. The Individual Settlement Payment is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Payment.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$[].

The settlement approval process may take multiple months. Your Individual Settlement Payment and Individual PAGA Payment reflected in this Class Notice is only an estimate. Your actual Individual Settlement Payment and Individual

PAGA Payment may be higher or lower. Payments will be distributed only after the Court grants final approval of the Settlement, and after the Settlement goes into effect.

D. Released Claims

Upon the date that Defendant fully funds the Settlement, Plaintiff and all Settlement Class Members waive, release, and discharge Released Parties of any and all Released Class Claims.

Upon the date that Defendant fully funds the Settlement, Plaintiff, the State of California, and Class Members, waive, release and discharge Released Parties of any and all Released PAGA Claims.

“Released Class Claims” means any and all claims under state, federal, or local law, arising out of the claims expressly pleaded in the Operative Complaint and all other claims, arising during the Class Period, such as those under the California Labor Code, Wage Orders, regulations, and/or other provisions of law, that could have been asserted based on the facts pleaded in the Operative Complaint for: alleged failure to pay overtime wages pursuant to California Labor Code sections 510, 1194, 1197, and 1198 and the IWC Wage Orders; alleged failure to provide meal periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; alleged failure to provide rest periods pursuant to California Labor Code sections 226.7 and 512 and the IWC Wage Orders; alleged failure to pay all minimum wages owed pursuant to California Labor Code sections 1194, 1194.2, 1197, and 1197.1 and the IWC Wage Orders; alleged failure to pay all wages owed at termination pursuant to California Labor Code sections 201-203 and the IWC Wage Orders; alleged failure to pay all wages in a timely manner during employment pursuant to California Labor Code section 204 and the IWC Wage Orders; alleged failure to furnish accurate itemized wage statements pursuant to California Labor Code section 226 and the IWC Wage Orders; alleged failure to maintain adequate payroll records pursuant to California Labor Code section 1174 and IWC Wage Orders; alleged failure to reimburse all necessary business expenses pursuant to California Labor Code sections 2800 and 2802 and the IWC Wage Orders; and (alleged violations of California Business & Professions Code sections 17200, et seq.

“Released PAGA Claims” means any all claims, actions, and causes of action for civil penalties under the Private Attorneys General Act, California Labor Code section 2698, et seq., arising during the Release Period, based on the factual allegations and legal theories in the LWDA Letter, Amended LWDA Letter, and Operative Complaint, for alleged violations of California Labor Code sections 201, 202, 203, 204, 226(a), 226.7, 510, 512(a), 551, 552, 1174(d), 1194, 1197, 1197.1, 1198, 2800 and 2802, and Industrial Welfare Commission Wage Orders, including *inter alia*, Wage Orders 4-2001, and 5- 2001.

“Released Parties” means Defendant, and its past, present, and future parent companies, subsidiaries, affiliates, shareholders, directors, officers, agents, employees, attorneys, insurers, members, partners, managers, contractors, consultants, representatives, administrators, fiduciaries, benefit plans, transferees, predecessors, successors, and assigns of any of the foregoing, and any other persons or entities who are or could be jointly liable with Defendant for the Released Class Claims and Released PAGA Claims.

E. Attorneys’ Fees and Litigation Costs to Class Counsel

Class Counsel will seek attorneys’ fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., an amount of up to \$262,50,000) (“Attorneys’ Fees”) and reimbursement of litigation costs and expenses in an amount of up to Twenty-Three Thousand Dollars (\$23,000.00) (“Litigation Costs”), subject to approval by the Court. The Attorneys’ Fees and Litigation Costs granted by the Court will be paid from the Total Settlement Amount. Class Counsel has been prosecuting the Litigation on behalf of Plaintiff and the Class Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiff will seek the amount of Ten Thousand Hundred Dollars (\$10,000.00) (“Enhancement Payment”), in recognition of his services in connection with the Litigation. The Enhancement Payment will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be paid to Plaintiff in addition to his Individual Settlement Payment and Individual PAGA Payment (if applicable) that he is entitled to under the Settlement.

G. Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Fifteen Thousand Dollars (\$15,000.00) (“Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, objections, and Workweeks Disputes, calculating Individual Settlement Payments and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Total Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Settlement and receive money from the Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will be deemed to have released the Released Class Claims described in Section III.D above.

You will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment (if applicable). This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

Class Members will not be separately responsible for the payment of attorney’s fees or litigation costs and expenses, unless they retain their own counsel, in which event they will be responsible for your own attorney’s fees and expenses.

B. Request Exclusion from the Class Settlement

If you do not wish to participate in the Class Settlement, you must seek exclusion from the Class Settlement by submitting a written request (“Request for Exclusion”), which must: (1) contain the case name and number of the Class Action (*Bressman v. Ross Aviation Operations, LLC*, Case No. 21STCV30675); (2) be signed by you; (3) contain your full name, address, telephone number, and the last four digits of your Social Security Number; (4) clearly state that you do not wish to be included in the Class Settlement; and (5) be sent to the Settlement Administrator, postmarked by **no later than [Response Deadline]** at the following address:

[Settlement Administrator]

[Address]

If the Court grants final approval of the Settlement, any Class Member who does submit a timely and valid Request for Exclusion will not be entitled to receive an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. All PAGA Employees will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, regardless of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the terms of the Class Settlement as long as you have not submitted a Request for Exclusion, by submitting a written objection to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

An objection must: (1) contain the case name and number of the Class Action (*Bressman v. Ross Aviation Operations, LLC*, Case No. 21STCV30675); (2) include contain your full name, signature, address, telephone number, last four digits of your Social Security Number; (3) include a written statement of all grounds for the objection accompanied by any legal support for such objection; (4) attach copies of any papers, briefs, or other documents upon which the objection is based; and (5) be

mailed to the Settlement Administrator at the address listed in Section IV.B above, postmarked **no later than [Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 1 of the Los Angeles County Superior Court, located at 312 North Spring Street, Los Angeles, California, on **[date]**, at **[time]**, to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and award Attorneys' Fees and Litigation Costs to Class Counsel, Enhancement Payment to Plaintiff, and Administration Costs to the Settlement Administrator.

The hearing may be continued without further notice to the Class Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear if you wish to.

Please visit the Court's website for the most up-to-date information regarding the impact of COVID-19 on the operations of the Court and any requirements that may apply for accessing Court facilities: <https://www.lacourt.org/>.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and documents filed in the Litigation for a fee by making an appointment in advance and visiting the civil clerk's office, located at the Stanley Mosk Courthouse, 111 North Hill Street, California, 90012, during business hours, or by online by visiting the following website: <https://www.lacourt.org/casesummary/ui>.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: **[INSERT], OR YOU MAY ALSO CONTACT CLASS COUNSEL.**