

1 Timothy B. Del Castillo (SBN: 277296)
tdc@castleemploymentlaw.com
2 Kent L. Bradbury (SBN: 279402)
kb@castleemploymentlaw.com
3 **CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC**
4 2999 Douglas Blvd., Suite 180
Roseville, CA 95661
5 Telephone: (916) 245-0122

6 Attorneys for Plaintiff Jacqueline Cortes
7 on behalf of herself and similarly situated employees
8
9
10
11
12

13 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
14 **FOR THE COUNTY OF SAN MATEO**

15 JACQUELINE CORTES, individually and
16 on behalf of all others similarly situated,

17 Plaintiff,

18 v.

19 DAL GLOBAL SERVICES, LLC, UNIFI
20 AVIATION, LLC; Does 1 through 20,
inclusive,

21 Defendants.
22
23
24
25
26
27
28

Case No. 21-CIV-06480

**JOINT STIPULATION OF CLASS
ACTION AND PAGA SETTLEMENT
AND RELEASE**

1 IT IS HEREBY STIPULATED, by and between the parties in the civil action entitled
2 *Jacqueline Cortes v. DAL Global Services, LLC, et al.*, and subject to the approval of the Court,
3 that the Action (as defined below) is hereby compromised and settled pursuant to the terms and
4 conditions set forth in this Joint Stipulation of Class Action and PAGA Settlement and Release
5 (“Agreement,” “Settlement,” or “Stipulation”) and that the Court shall make and enter judgment,
6 subject to the continuing jurisdiction of the Court as set forth below, and subject to the
7 definitions, recitals, and terms set forth herein which by this reference become an integral part of
8 this Stipulation.

9 **DEFINITIONS**

10 1. “Action” shall mean and refer to, collectively, the Class Action and PAGA
11 Complaint, as defined below.

12 2. “Amended PAGA Notice” means the January 4, 2022 letter that Class Counsel
13 sent to the California Labor Workforce Development Agency (“LWDA”) pursuant to Labor
14 Code §2699.3(a)/(c) seeking to exhaust Plaintiff’s administrative remedies under the Labor Code
15 Private Attorneys General Act of 2004 (“PAGA”), Cal. Lab. Code §§2698, *et seq.* Specifically,
16 by way of the Amended PAGA Notice, Plaintiff added Unifi Aviation, LLC.

17 3. “Class Action and PAGA Complaint” means the putative class action entitled
18 *Jacqueline Cortes v. DAL Global Services, LLC, et al.*, San Mateo County Superior Court Case
19 No. 21-CIV-06480, initially filed on December 7, 2021 and, more specifically, the operative
20 Third Amended Complaint filed on or about February 21, 2023.

21 4. “Class Counsel” means Timothy B. Del Castillo and Kent L. Bradbury of Castle
22 Law: California Employment Counsel, PC.

23 5. “Class Counsel Award” means (a) the Court-approved attorneys’ fees for Class
24 Counsel’s litigation and resolution of the Action, in an amount not to exceed thirty-five percent
25 (35%) of the Gross Settlement Amount, or Seven Hundred Eighty-Three Thousand Four
26 Hundred Twenty-Three Dollars and Fifty-Five Cents (\$783,423.55) and (b) the Court-approved
27 costs incurred by Class Counsel in connection with this Action, in an amount anticipated not to
28 exceed Fifteen Thousand Dollars and No Cents (\$15,000.00)).

1 6. “Class Information” or “Class Lists” means information regarding Class Members
2 that Defendants shall in good faith compile from their records and shall be authorized by the
3 Court to transmit in a secured manner to the Settlement Administrator. Class Information shall
4 be transmitted in Microsoft Excel format and shall include each Class Member’s: (i) full name;
5 (ii) last known address; (iii) Social Security number; (iv) the number of Workweeks (as defined
6 herein) worked for Defendants as a Class Member; and (v) the number of Pay Periods (as
7 defined herein) worked for Defendants as a PAGA Member.

8 7. “Class Members” or “Settlement Class” means: All persons who were employed
9 by Defendants in California in non-exempt, hourly-paid positions at any time during the Class
10 Period, including current and former employees.

11 8. “Class Period” shall mean as follows:

12 a. For the class claims alleged in the Second Amended Complaint in the
13 Action (*i.e.*, failure to provide meal and rest periods (Cal. Labor Code §§ 226.7, 510, 512) and
14 paid sick leave violations (Cal. Labor Code §§ 245 *et seq.*)), the start of the Class Period shall be
15 December 7, 2017, other than as set forth in Paragraph 57 herein.

16 b. For the additional, derivative class claims alleged in the operative Third
17 Amended Complaint in the Action (*i.e.*, inaccurate wage statements (Cal. Labor Code §§ 226,
18 226.3), failure to maintain accurate payroll records (Cal. Labor Code § 1174, 1174.5), and failure
19 to pay final wages and waiting time penalties (Cal. Labor Code §§ 201-203, 256)), the start of
20 the Class Period shall be March 1, 2021, for the reasons explained more fully in Paragraph 47(b)
21 herein.

22 c. The close of the Class Period shall be the date of the Court’s Preliminary
23 Approval Order, subject to the limitations in Paragraph 69, below.

24 9. “Class Representative Service Award” means the Court-approved amount to be
25 paid to Plaintiff in an amount of up to Fifteen Thousand Dollars and No Cents (\$15,000.00), in
26 addition to Plaintiff’s Individual Settlement Award, in recognition of Plaintiff’s efforts and risks
27 in prosecuting the Action.
28

1 10. “Court” shall mean the San Mateo County Superior Court and, specifically, the
2 Hon. Nancy L. Fineman or such other judge as may be sitting in her stead and/or presiding over
3 this Action.

4 11. “Defendants” means DAL Global Services, LLC and Unifi Aviation, LLC, the
5 two entities named in the Action. However, effective February 2020, as the result of a re-
6 branding, the correct and only remaining legal entity is Unifi Aviation, LLC f/k/a DAL Global
7 Services, LLC.

8 12. “Defense Counsel” means Alaya B. Meyers and Tracy R. Leidner of Littler
9 Mendelson, P.C.

10 13. “Effective Date” means the date on which the Final Award becomes final. For
11 purposes of this Section, the Final Award “becomes final” only after the Court grants the Motion
12 for Final Approval and upon the latter of: (i) if no appeal is filed, the expiration date of the time for
13 the filing or noticing of any appeal from, or other challenge to, the Order Granting Final Approval
14 (this time period shall not be less than 60 calendar days after the Court’s Order is entered); (ii) the
15 date of affirmance of an appeal of the Order Granting Final Approval becomes final under the
16 California Rules of Court; or (iii) the date of final dismissal of any appeal from the Order Granting
17 Final Approval or the final dismissal of any proceeding on review of any court of appeal decision
18 relating to the Order Granting Final Approval. If there are no objector(s) or intervenor(s), then the
19 Parties agree that there is no right to appeal and therefore this Settlement shall be deemed final and
20 the Effective Date shall be ten (10) days after the Court has entered a Final Approval Order and
21 Judgment which approves the Settlement; provided, however, in the event an appeal is filed, the
22 Parties will file the appropriate motion to dismiss and if such appeal is filed before the settlement
23 payments are mailed, such mailing shall be stayed until the appeal has been dismissed. It is the
24 intention of the Parties that the Settlement shall not become effective until the Court’s Final Order
25 approving the Settlement has become completely final, and no timely recourse remains for an
26 appellant or objector to contest the Settlement.

27 14. “Employer’s Share of Payroll Taxes” means Defendants’ portions of payroll
28 taxes, including, but not limited to FICA and FUTA, on the portion of each Individual Settlement

1 Award that is designated as wages.

2 15. "Final Approval Hearing" means the hearing to be conducted by the Court after
3 the filing by Plaintiff of an appropriate motion and following appropriate notice to Class
4 Members giving Class Members an opportunity to request exclusion from the Settlement Classes
5 and Settlement and to object to the Settlement, at which time Plaintiff shall request that the Court
6 finally approve the Settlement, enter the Final Order and Judgment, and take other appropriate
7 action.

8 16. "Final Order and Judgment" means the order and judgment to be entered by the
9 Court upon granting final approval of the Settlement and this Stipulation of Settlement as binding
10 upon the Parties and Participating Class Members. A proposed Final Order and Judgment shall be
11 mutually agreed upon by the Parties and submitted to the Court concurrently with Plaintiff's
12 Motion for Final Approval of the Settlement.

13 17. "Final Report" means the report to be prepared by the Settlement Administrator
14 (after the expiration of the 180-day period in which Participating Class Members must
15 cash/deposit their Individual Settlement Award payment checks) regarding the distribution of the
16 Gross Settlement Amount, including the total amount that was cashed/deposited by Participating
17 Class Members and the total amount of any unpaid residue or unclaimed or abandoned funds
18 pursuant to California Code of Civil Procedure section 384.

19 18. "Gross Settlement Amount" or "GSA" means the total amount Defendants shall
20 have to pay in connection with this Settlement, by way of a common fund, which shall be
21 inclusive of all Individual Settlement Awards to Participating Class Members, the Class Counsel
22 Award, the Class Representative Service Award, PAGA Payment, and Settlement
23 Administration Costs. Subject to Court approval and the terms of this Stipulation of Settlement,
24 the GSA shall be Two Million Two Hundred Thirty-Eight Thousand Three Hundred Fifty-Three
25 Dollars and No Cents (\$2,238,353.00). The Gross Settlement Amount does not include
26 Defendants' respective shares of payroll taxes for the Individual Settlement Award payments,
27 which shall be paid separately from, and in addition to, the GSA.
28

1 19. “Individual PAGA Payment” means the amount payable from the PAGA Payment
2 to each PAGA Member.

3 20. “Individual Settlement Award” means the amount payable from the Net
4 Settlement Amount to each Participating Class Member.

5 21. “Net Settlement Amount” or “NSA” means the Gross Settlement Amount, less the
6 Class Counsel Award, Class Representative Service Award, PAGA Payment, and Settlement
7 Administration Costs.

8 22. “Notice of Objection” means a Class Member’s valid and timely submission of a
9 written objection to the Settlement. An objection should include: (a) the objector’s full name,
10 signature, address, telephone number, and the last four digits of his/her Social Security number,
11 (b) a written statement of all grounds for the objection accompanied by any legal support for such
12 objection, and (c) copies of any papers, briefs, or other documents upon which the objection is
13 based. At no time shall any of the Parties, Class Counsel, or Defense Counsel seek to solicit or
14 otherwise encourage or discourage Class Members from submitting a Notice of Objection or filing
15 an appeal from the Final Order and Judgment. Non-Participating Class Members (*i.e.*, Class
16 Members who submit valid Requests for Exclusion) may not submit an Objection to the
17 Settlement. If a Class Member submits both a Request for Exclusion and an Objection, the
18 Objection shall be deemed controlling and the Request for Exclusion will be deemed invalid.

19 23. “PAGA Members” or “PAGA Class” means: All persons who were employed by
20 Defendants in California in non-exempt, hourly-paid positions at any time during the PAGA
21 Period, including current and former employees.

22 24. “PAGA Notice” means the initial September 13, 2021 letter that Class Counsel
23 sent to the LWDA pursuant to Labor Code §2699.3(a)/(c) seeking to exhaust Plaintiff’s
24 administrative remedies under PAGA, naming DAL Global Services, LLC.

25 25. “PAGA Payment” means the amount of One Hundred and Fifty Thousand Dollars
26 and No Cents (\$150,000.00), subject to Court approval, to be paid from the Gross Settlement
27 Amount for satisfaction of Plaintiff’s and Class Members’ claims under the California Private
28 Attorneys’ General Act of 2004, California Labor Code sections 2698, *et seq.* (“PAGA”).

Pursuant to the PAGA, seventy-five percent (75%) of the PAGA Payment, or One Hundred and Twelve Thousand Dollars and No Cents (\$112,500.00), will be paid to the LWDA and twenty-five percent (25%), or Thirty-Seven Thousand Five Hundred Dollars and No Cents (\$37,500.00), will be distributed as the Individual PAGA Payments to Class Members.

26. “PAGA Period” shall mean as follows:

a. For the PAGA claims alleged in the Second Amended Complaint in the Action (*i.e.*, failure to provide meal and rest periods (Cal. Labor Code §§ 226.7, 510, 512) and paid sick leave violations (Cal. Labor Code §§ 245 *et seq.*)), the start of the PAGA Period shall be September 13, 2020.

b. For the additional, derivative PAGA claims alleged in the operative Third Amended Complaint in the Action (*i.e.*, inaccurate wage statements (Cal. Labor Code §§ 226, 226.3), failure to maintain accurate payroll records (Cal. Labor Code § 1174, 1174.5), and failure to pay final wages and waiting time penalties (Cal. Labor Code §§ 201-203, 256)), the start of the PAGA Period shall be March 1, 2021, for the reasons explained more fully in Paragraph 47(b) herein.

c. The close of the Class Period shall be the date of the Court’s Preliminary Approval Order, subject to the limitations in Paragraph 69, below.

27. “PAGA Release” or “PAGA Released Claims” means the release by all PAGA Members for all claims for penalties under PAGA that arise out of or relate to California Labor Code sections 201, 202, 203, 213, 226, 226.3, 226.7, 245, 246, 246.5, 247.5, 256, 510, 512, 1174, 1174.5, and 1194, as pled in the Action, and as set forth in the PAGA Notice, Amended PAGA Notice, and Second Amended PAGA Notice during the PAGA Period. In light of the binding nature of a PAGA judgment on non-party employees pursuant to *Arias v. Superior Ct. (Dairy)*, 46 Cal. 4th 969 (2009), Class Members employed by Defendants who exclude themselves from this Settlement shall still receive an Individual PAGA Payment directly from the Settlement Administrator for the amount of each such individual’s estimated share of the PAGA Payment as calculated by the Settlement Administrator, and shall not be able to object to

or exclude themselves from releasing the PAGA Released Claims against Defendants (*i.e.*, Participating PAGA Members, as defined below).

28. “Participating Class Members” means Plaintiff and all other Class Members who do not submit a valid and timely Request for Exclusion.

29. “Participating PAGA Members” means all Class Members who submit a valid and timely Request for Exclusion but are nevertheless bound by the PAGA Release.

30. “Parties” means Plaintiff and Defendants.

31. “Pay Periods” and Workweeks, as defined herein, shall be used interchangeably (*i.e.*, one Workweek shall equal one Pay Period and so forth) since, at all relevant times during the PAGA Period, Defendants issued paychecks on a weekly basis.

32. “Plaintiff” means Jacqueline Cortes.

33. “Preliminary Approval Order” means the order to be issued by the Court approving and authorizing the mailing of the Settlement Notice by the Settlement Administrator, setting the date of the Final Approval Hearing and granting preliminary approval of the Settlement set forth in this Stipulation of Settlement, among other things. A proposed Preliminary Approval Order shall be mutually agreed upon by the Parties and submitted to the Court concurrently with Plaintiff’s Motion for Preliminary Approval of the Settlement.

34. “Released Claims” includes all claims under state or local law, whether statutory, common law, or administrative law, whether in law or equity, for all claims other than the PAGA Released Claims that were pled in the Action, based on or arising out of the factual allegations therein, during the Class Period, including: (a) all claims for violation of the California Unfair Competition Law (Business & Professions Code § 17200 *et seq.*); (b) all claims for failure to provide accurate wage statements (Cal. Labor Code §§ 226, 226.3); (c) all claims for failure to provide meal and rest periods (Cal. Labor Code §§ 226.7, 510, 512); (d) all claims for violation of California’s Paid Sick Leave requirements (Cal. Labor Code §§ 245 *et seq.*); (e) all claims for waiting time penalties (Cal. Labor Code §§ 201, 202, 203); (f) all claims for the failure to maintain/preserve accurate and complete payroll records (Cal. Labor Code §§ 1174, 1174.5); (g) liquidated damages; (h) interest; (i) attorneys’ fees; and (j) attorneys’ costs.

1 35. “Released Parties” means Defendants and their affiliated companies, owners,
2 parents, members, subsidiaries, related companies and business concerns, past and present,
3 including successors and predecessors, and each of them, as well as each of their insurers,
4 partners, trustees, directors, shareholders, officers, agents, attorneys, servants and employees,
5 past and present, and each of them.

6 36. “Request for Exclusion” means a written statement submitted by a Class Member
7 indicating a request to be excluded from the Settlement. The Request for Exclusion must be in
8 writing and should: (i) be signed by the Class Member; (ii) contain the name, address, telephone
9 number, and the last four digits of the Social Security number of the Class Member requesting
10 exclusion; (iii) clearly state that the Class Member does not wish to be included in the Settlement;
11 (iv) be returned by e-mail, fax, or mail to the Settlement Administrator at the specific address
12 and/or facsimile number; and (v) be e-mailed, faxed, or postmarked on or before the Response
13 Deadline. The date of the e-mail, fax, or postmark on the return mailing envelope will be the
14 exclusive means to determine whether a Request for Exclusion has been timely submitted. A Class
15 Member who does not request exclusion from the Settlement will be deemed a Participating Class
16 Member and will be bound by all terms of the Settlement, if the Settlement is granted final
17 approval by the Court. Any Class Member who validly requests to be excluded from the
18 Settlement will no longer be a member of the Settlement Class and will not have any right to
19 object, appeal, or comment on the Settlement, but will remain as Participating PAGA Member(s),
20 and will receive an Individual PAGA Payment for the PAGA Released Claims. No later than
21 ten (10) calendar days after the Response Deadline, the Settlement Administrator shall provide
22 Class Counsel and Defense Counsel with a complete list of all Class Members who submitted a
23 timely and valid Request for Exclusion.

24 37. “Response Deadline” means the deadline by which Class Members must e-mail,
25 fax, or mail to the Settlement Administrator a valid Request for Exclusion, objection or
26 workweek dispute. The Response Deadline will be forty-five (45) calendar days from the initial
27 mailing of the Settlement Notices by the Settlement Administrator unless the 45th day falls on a
28 Sunday or Federal holiday, in which case the Response Deadline will be extended to the next day

on which the U.S. Postal Service is open. The Response Deadline may also be extended by express agreement between Class Counsel and Defense Counsel. Under no circumstances, however, will the Administrator have the unilateral authority to extend the deadline for Class Members to submit a Request for Exclusion, objection or Workweek Dispute to the settlement.

38. “Second Amended PAGA Notice” means the letter that Class Counsel will send to the LWDA (a) to add allegations for violations for California Labor Code sections 510 and 512, which have been alleged in all iterations of the complaint and will be alleged in the Third Amended Complaint, but were not part of the PAGA Notice or Amended PAGA Notice and (b) add the correct legal entity, *i.e.*, Unifi Aviation, LLC f/k/a DAL Global Services, LLC.

39. “Settlement” means the final and complete disposition of the Action pursuant to this Stipulation of Settlement.

40. “Settlement Administrator” or “Administrator” means Rust Consulting, the third-party settlement administrator agreed to by the Parties, to be approved by the Court, for purposes of administering this settlement. The Parties each represent that they will not have any financial interest in the Settlement Administrator or otherwise have a relationship with the Settlement Administrator that could create a conflict of interest.

41. “Settlement Administration Costs” means the reasonable costs and fees of administering the Settlement to be paid from the Gross Settlement Amount, not to exceed \$27,000, including, but not limited to: (i) maintaining a website with information about the Settlement and relevant documents (including, but not limited to, the Settlement Agreement, the operative complaints in the Action, and the Court’s Preliminary Approval Order); (ii) printing, mailing and re-mailing (if necessary) of Settlement Notices to Class Members; (iii) preparing and submitting to Class Members and government entities all appropriate tax filings and forms; (iv) computing the amount of and distributing Individual Settlement Awards, the Class Representative Service Award, and the Class Counsel Award; (v) processing and validating Requests for Exclusion; (vi) establishing a Qualified Settlement Fund, as defined by the Internal Revenue Code; (vii) calculating and remitting to the appropriate government agencies all employer and employee payroll tax obligations arising from the Settlement and preparing and submitting filings required by

1 law in connection with the payments required by the Settlement; and (viii) transmitting uncashed
2 Individual Settlement Award payments to the designated *cy pres* beneficiary pursuant to Cal.
3 Labor Code § 384.

4 42. “Settlement Notice” means the Notice of Class Action Settlement, substantially in
5 the form attached as **Exhibit 1**, which shall be subject to Court approval and which the Settlement
6 Administrator shall mail to each Class Member containing: (i) information regarding the nature of
7 the Action; (ii) a summary of the Settlement’s principal terms; (iii) the Class definitions; (iv) the
8 total number of Workweeks the respective Class Member worked for Defendants (according to
9 Defendants’ best available records, and as further set forth in the definition of “Workweeks”
10 herein); (v) the Class Member’s estimated Individual Settlement Award and the formula for
11 calculating Individual Settlement Awards; (vi) the dates which comprise the Class Period;
12 (vii) instructions on how to submit disputes regarding Workweeks, Requests for Exclusion, and/or
13 Notices of Objection; (viii) the Response Deadline; and (ix) the claims to be released pursuant to
14 the Settlement of the Action.

15 43. “Workweeks” means the number of Workweeks worked by each Class Member
16 for Defendants during the Class Period. For purposes of payment, a Workweek shall be defined
17 as any week in which the Class Member worked at least one shift. To the extent Defendants
18 do not have information about weeks worked readily available due to gaps in their electronic or
19 paper time records, Defendants shall use their best available information, including
20 extrapolations where necessary, to compute actual Workweeks, and provide that information to
21 the Settlement Administrator.

22 44. “Workweek Dispute” means a written statement that a Class Member disputes
23 the number of Workweeks, as defined herein, listed on his/her Settlement Notice. Any such
24 Workweek Dispute must be e-mailed, faxed or mailed to the Settlement Administrator by the
25 Response Deadline. The date of the e-mail, fax, or postmark on the mailing envelope will be the
26 exclusive means to determine whether a Workweek Dispute has been timely submitted. A valid
27 Workweek Dispute must be in writing and should contain: (i) the Class Member’s full name,
28 signature, address, telephone number, and the last four digits of his/her Social Security number;

(ii) the number of Workweeks the Class Member contends is correct; and (iii) any evidence supporting his/her contention. The dates of employment identified for each Class Member in the applicable Class Lists and the number of Workweeks for each Class Member as defined herein will be presumed to be correct, unless a particular Class Member proves otherwise to the Settlement Administrator by credible evidence. All Workweek Disputes will be resolved and decided by the Settlement Administrator, with consultation with Defense Counsel and/or Class Counsel as appropriate. If the Workweek Dispute cannot be resolved by the Settlement Administrator, then it shall be resolved by the Court upon request of the Parties.

45. “Workweek Value” means the value of each compensable Workweek, as determined by the formula set forth herein.

RECITALS

46. Procedural History.

a. On September 13, 2021, Plaintiff submitted the PAGA Notice to the LWDA as to DAL Global Services, LLC for the purpose of complying with California Labor Code § 2699.3’s notice requirement.

b. On December 7, 2021, Plaintiff filed a class action complaint in the Superior Court for the County of San Mateo against DAL Global Services, LLC asserting claims for: (1) violation of California Unfair Competition Law (Business & Professions Code § 17200 *et seq.*); (2) failure to provide accurate wage statements; (3) failure to provide meal and rest periods; (4) violation of Labor Code §§ 245 *et seq.* (Health Workplaces, Healthy Families Act); (5) waiting time penalties; and (6) civil penalties pursuant to PAGA.

c. On January 4, 2022, Plaintiff submitted the Amended PAGA Notice to the LWDA.

d. On January 5, 2022, Plaintiff filed a First Amended Complaint in the Superior Court for the County of San Mateo against both Defendants asserting claims for: (1) violation of California Unfair Competition Law (Business & Professions Code § 17200 *et seq.*); (2) failure to provide accurate wage statements; (3) failure to provide meal and rest periods; (4) violation of Labor Code §§ 245 *et seq.* (Health Workplaces, Healthy Families Act); (5) waiting

1 time penalties; and (6) civil penalties pursuant to PAGA.

2 e. On or about March 4, 2022, as a result of overlapping claims covered by
3 the settlement of a prior class action lawsuit, *Johnson* (discussed in Paragraph 47(b), below), the
4 Parties filed a Stipulation and [Proposed] Order for Leave to File a Second Amended Complaint.
5 The Court granted that Order on March 7, 2022, and Plaintiff filed the Second Amended
6 Complaint on March 8, 2022. The Second Amended Complaint asserts claims against
7 Defendants for: (1) failure to provide meal and rest periods; and (2) violation of Labor Code §§
8 245 *et seq.* (Health Workplaces, Health Families Act).

9 f. On November 22, 2022, the Parties participated in a full-day mediation
10 with T. Warren Jackson, Esq. Although the matter did not resolve at mediation, after follow up
11 discussions, the Parties accepted a mediator's proposal on December 2, 2022. The mediator's
12 proposal resulted in a short-form Memorandum of Understanding ("MOU") fully executed by
13 the Parties and their counsel on or about January 19, 2023, and now confirmed in this long-form
14 Agreement that supersedes and replaces the MOU.

15 g. On or about January 30, 2023, for purposes of effectuating this Settlement,
16 Plaintiff submitted the Second Amended PAGA Notice.

17 h. On or about February 13, 2023, for purposes of effectuating this
18 Settlement, the Parties filed a Stipulation and [Proposed] Order for Leave to File a Third
19 Amended Complaint. The Court granted that Order on February 14, 2023, and the Third
20 Amended Complaint was filed on or about February 21, 2023. The Third Amended Complaint
21 asserts claims against Defendants for: (1) inaccurate wage statements (Cal. Labor Code §§ 226,
22 226.3), (2) failure to maintain accurate payroll records (Cal. Labor Code § 1174, 1174.5), and (3)
23 failure to pay final wages and waiting time penalties (Cal. Labor Code §§ 201-203, 256), dating
24 back to March 1, 2021; in addition to claims for: (4) failure to provide meal and rest periods, (5)
25 violation of Labor Code §§ 245 *et seq.* (Health Workplaces, Healthy Families Act), (6) violation
26 of the Unfair Competition Law (California Business & Professions Code §§ 17200 *et seq.*), and
27 (7) civil penalties pursuant to PAGA related to all alleged Labor Code violations asserted in the
28 Third Amended Complaint dating back through the PAGA Period.

1 47. Prior Overlapping Lawsuits and Settlements.

2 a. On December 13, 2018, the United States District Court for the Central
3 District of California granted final approval of a class action lawsuit entitled *Brulee et al. v. DAL*
4 *Global Services, LLC*, Case No. 2:17-cv-06433-JVS (JCGx) (hereinafter referred to as “*Brulee*”).
5 That case alleged, as to DAL Global Services, LLC, (1) failure to provide meal periods, (2)
6 failure to authorize or permit rest breaks, (3) failure to pay minimum and straight time wages, (4)
7 failure to pay overtime compensation, (5) failure to indemnify employees for expenditures, (6)
8 failure to timely pay wages at termination, (7) failure to provide accurate itemized wage
9 statements, (8) unfair business practices (Cal. Business & Professions Code § 17200 *et seq.*), and
10 (9) PAGA violations. The settlement class consisted of all persons employed by DAL Global
11 Services, LLC in non-exempt positions at all times from August 2, 2013 through July 30, 2018.

12 b. On August 13, 2021, the Superior Court for the County of Santa Clara
13 granted final approval of a class action lawsuit entitled *Johnson v. DAL Global Services, LLC*,
14 Case No. 20CV364694 (hereinafter referred to as “*Johnson*”). That case alleged, as to DAL
15 Global Services, LLC, (1) failure to reimburse expenses, (2) failure to provide accurate itemized
16 wage statements, (3) failure to pay regular and overtime wages, (4) waiting time penalties, (5)
17 unfair business practices (Cal. Business & Professions Code § 17200 *et seq.*), and (6) PAGA
18 violations. The settlement class consisted of all persons employed by DAL Global Services,
19 LLC in non-exempt positions at any time from July 31, 2018 (the end of the release period in
20 *Brulee*) through March 1, 2021.

21 48. Benefits of Settlement to Plaintiff and the Class Members. Plaintiff and Class
22 Counsel recognize the expense and length of continued proceedings necessary to litigate
23 Plaintiff’s disputes in the Action through trial and through any possible appeals. Plaintiff also
24 has taken into account the uncertainty and risks of the outcome of further litigation, and the
25 difficulties and delays inherent in such litigation. Plaintiff and Class Counsel are also aware of
26 the burdens of proof necessary to establish liability for the claims asserted in the Action, both
27 generally and in response to Defendants’ defenses thereto, and the difficulties in establishing
28 damages, penalties, restitution, and other relief sought in the Action. Plaintiff and Class Counsel

1 also have taken into account Defendants' agreement to enter into a settlement that confers
2 substantial benefits upon the Class Members. Based on the foregoing, Plaintiff and Class
3 Counsel have determined that the Settlement set forth in this Stipulation of Settlement is fair,
4 adequate, and reasonable and is in the best interests of all Class Members.

5 49. Defendants' Reasons for Settlement. Defendants have concluded that further
6 defense of the Action would be protracted and expensive. Substantial amounts of Defendants' time,
7 energy, and resources have been, and unless this Settlement is completed, shall continue to be,
8 devoted to the defense of the claims asserted by Plaintiff. Defendants have also taken into account
9 the risks of further litigation in reaching its decision to enter into this Settlement. Defendants
10 contend they are not liable for any of the claims alleged by Plaintiff in the Action and deny any
11 liability whatsoever. Further, Defendants contend that Plaintiff is not a suitable class representative
12 or aggrieved employee since she worked as a security screener at San Francisco International
13 Airport and her claims are substantively different than any other Class Members or aggrieved
14 employees. Defendants, nonetheless, have agreed to settle in the manner and upon the terms set
15 forth in this Stipulation of Settlement and to fully and finally put to rest the claims alleged in this
16 Action. Defendants have asserted and continue to assert that the claims alleged by Plaintiff have no
17 merit and do not give rise to any liability, damages, restitution, penalties or other payments. This
18 Stipulation of Settlement is a compromise of disputed claims. Nothing contained in this Stipulation
19 of Settlement, no documents referred to herein, and no action taken to carry out this Stipulation of
20 Settlement, shall be construed or used as an admission by or against Defendants as to the merits or
21 lack thereof of the claims asserted in the Action. Defendants contend that they have complied with
22 all applicable state, federal and local laws. In the event this Settlement does not obtain final
23 approval, Defendants retain all rights to defend themselves in this matter and to take any actions in
24 defense of itself that are available to them.

25 CLASS CERTIFICATION

26 50. Solely for purposes of settling the Action, and not for purposes of class
27 certification should the Settlement not be approved or for any other reason, the Parties stipulate
28 and agree that the requisites for establishing class certification with respect to the Settlement

Class have been met and are met. More specifically, for purposes of settlement only, the Parties stipulate and agree that:

a. The Settlement Class is ascertainable and so numerous as to make it impracticable to join all Class Members;

b. There are common questions of law and fact;

c. Plaintiff's claims are typical of the claims of the Class Members;

d. Plaintiff and Class Counsel will fairly and adequately protect the interests of the Class Members;

e. The prosecution of separate actions by individual Class Members would create the risk of inconsistent or varying adjudications, which would establish incompatible standards of conduct; and

f. Questions of law and fact common to the Class Members predominate over any questions affecting any individual Class Member, and a class action is superior to other available means for the fair and efficient adjudication of the controversy.

51. Should this Settlement not be approved or be terminated, all stipulations set forth in the immediately preceding Paragraph shall be null and void and shall not be admissible for any purpose whatsoever.

TERMS OF SETTLEMENT

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements set forth herein, the Parties agree, subject to the Court's approval, as follows:

52. Binding Settlement. This Settlement shall bind the Parties and all Participating Class Members, Participating PAGA Members, and PAGA Members, subject to the terms and conditions hereof and the Court's approval.

53. Tax Liability. The Parties make no representations as to the tax treatment or legal effect of the payments specified herein, and Participating Class Members, Participating PAGA Members, and PAGA Members are not relying on any statement or representation by the Parties, Class Counsel or Defense Counsel in this regard. Participating Class Members, Participating PAGA Members, and PAGA Members, as well as Class Counsel, understand and agree that they

1 shall be solely and legally responsible for the payment of all applicable taxes and penalties
2 assessed on the payments specified herein.

3 54. Circular 230 Disclaimer. The Parties acknowledge and agree that (i) no provision
4 of this Stipulation of Settlement, and no written communication or disclosure between or among
5 the Parties, Class Counsel or Defense Counsel and other advisers, is or was intended to be, nor
6 shall any such communication or disclosure constitute or be construed or be relied upon as, tax
7 advice within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10,
8 as amended); (ii) the acknowledging party (a) has relied exclusively upon his, her, or its own,
9 independent legal and tax counsel for advice (including tax advice) in connection with this
10 Stipulation of Settlement, (b) has not entered into this Stipulation of Settlement based upon the
11 recommendation of any other party or any attorney or advisor to any other party, and (c) is not
12 entitled to rely upon any communication or disclosure by any attorney or adviser to any other
13 party to avoid any tax penalty that may be imposed on the acknowledging party; and (3) no
14 attorney or adviser to any other party has imposed any limitation that protects the confidentiality
15 of any such attorney's or adviser's tax strategies (regardless of whether such limitation is legally
16 binding) upon disclosure by the acknowledging party of the tax treatment or tax structure of any
17 transaction, including any transaction contemplated by this Stipulation of Settlement.

18 55. Preliminary Approval of Settlement. Class Counsel will reserve a date for a hearing
19 on Plaintiff's Motion for Preliminary Approval to take place at a time mutually agreed to by the
20 Parties so that the Parties may request provisional certification of the Settlement Classes for
21 settlement purposes only and the setting of a Final Approval Hearing date. The Parties agree to
22 work diligently and cooperatively to have this Settlement presented to the Court for preliminary
23 approval. Plaintiff shall provide Defense Counsel with a reasonable opportunity to review and
24 provide comments on the draft Preliminary Approval pleadings, including the proposed Order,
25 prior to Plaintiff submitting the Motion for Preliminary Approval to the Court.

26 56. Release by All Participating Class Members. All Participating Class Members,
27 including Plaintiff, shall be deemed to have released their respective Released Claims against the
28 Released Parties upon the date on which the payment of the Gross Settlement Amount is made by

Defendants. Plaintiff and Class Members who do not Request Exclusion will be deemed to have fully, finally and forever released, settled, compromised, relinquished, and discharged with respect to all of the Released Parties for any and all Released Claims that accrued during the Class Period. Each Participating Class Member (*i.e.*, each Class Member who has not submitted a valid Request for Exclusion) fully releases and discharges the Released Parties as to all Released Claims during the Class Period.

57. Brulee Carve-Out. As to any Participating Class Member who was also included in the *Brulee* settlement, the Released Claims shall only be for the time period of July 30, 2018 through the close of the Class Period, with the exception of any claims arising from Plaintiff's paid sick leave claim, which was not asserted in *Brulee*.

58. PAGA Release by All PAGA Members, including Participating PAGA Members. All PAGA Members, including Plaintiff and Participating PAGA Members, shall be deemed to have released their respective PAGA Released Claims against the Released Parties upon the date on which the payment of the Gross Settlement Amount is made by Defendants. It is understood that Class Members and PAGA Members will not have the opportunity to opt out of, or object to, the PAGA Release. Further, all Class Members, Participating PAGA Members, and PAGA Members are bound by the PAGA Release regardless of whether they cash and/or otherwise negotiate their Individual PAGA Payment.

59. Additional Release and Waiver of Claims by Plaintiff. In addition to the release of Released Claims and PAGA Released Claims against the Released Parties, as set forth above, Plaintiff, in her individual capacity, agrees to release the Released Parties from any and all claims, known and unknown, under federal, state and/or local law, statute, ordinance, regulation, common law, or other source of law, arising as of the date of execution of this Agreement including but not limited to claims arising from or related to her employment with Defendants and/or termination thereof ("Plaintiff's Released Claims"). Plaintiff enters into this general release of any and all claims against Defendants and the Released Parties. Plaintiff's Released Claims include all claims, whether known or unknown. Even if Plaintiff discovers facts in addition to or different from those that she now knows or believes to be true with respect to the subject matter of

1 Plaintiff's Released Claims, those claims will remain released and forever barred. To effect a
2 full and complete general release as described above, Plaintiff expressly waives and relinquishes
3 all rights and benefits of section 1542 of the Civil Code of the State of California, and does so
4 understanding and acknowledging the significance and consequence of specifically waiving
5 section 1542. Section 1542 of the Civil Code of the State of California states as follows:

6 **A general release does not extend to claims that the creditor or**
7 **releasing party does not know or suspect to exist in his or her**
8 **favor at the time of executing the release and that, if known by**
9 **him or her, would have materially affected his or her settlement**
10 **with the debtor or released party.**

11 Thus, notwithstanding the provisions of section 1542, and to implement a full and complete release
12 and discharge of the Released Parties, Plaintiff expressly acknowledges this Stipulation of
13 Settlement is intended to include in its effect, without limitation, all claims Plaintiff does not know
14 or suspect to exist in Plaintiff's favor at the time of signing this Stipulation of Settlement, and that
15 this Stipulation of Settlement contemplates the extinguishment of any such claims. Plaintiff
16 warrants that she has read this Stipulation of Settlement, including this waiver of California Civil
17 Code section 1542, and that Plaintiff has consulted with or had the opportunity to consult with
18 counsel of Plaintiff's choosing about this Stipulation of Settlement and specifically about the
19 waiver of section 1542, and that Plaintiff understands this Stipulation of Settlement and the section
20 1542 waiver, and so Plaintiff freely and knowingly enters into this Stipulation of Settlement.
21 Plaintiff further acknowledges that Plaintiff later may discover facts different from or in addition to
22 those Plaintiff now know or believe to be true regarding the matters released or described in this
23 Stipulation of Settlement, and even so Plaintiff agrees that the releases and agreements contained
24 in this Stipulation of Settlement shall remain effective in all respects notwithstanding any later
25 discovery of any different or additional facts. Plaintiff expressly assumes any and all risk of any
26 mistake in connection with the true facts involved in the matters, disputes, or controversies
27 released or described in this Stipulation of Settlement or with regard to any facts now unknown to
28 Plaintiff relating thereto.

1 60. Settlement Administration.

2 a. Within twenty-one (21) calendar days of entry of the Preliminary
3 Approval Order, Defendants shall provide the Settlement Administrator with the Class List for
4 purposes of mailing the Settlement Notices to Class Members. The Settlement Administrator
5 shall not be permitted to share any Class Information included in the Class List with Plaintiff or
6 Class Counsel absent express approval by Defense Counsel. To the extent Class Counsel
7 possesses or comes to possess the Class Members' contact information and/or Social Security
8 numbers, Class Counsel shall return all such information (including copies and data on
9 information derived therefrom) within five (5) days of the date the Court preliminarily approves
10 the Settlement, shall not retain copies of such information, and shall not maintain or use such
11 information for any purpose.

12 i. Notice by First Class U.S. Mail. Upon receipt of the Class List, the
13 Settlement Administrator shall perform a search based on the National Change of Address Database
14 maintained by the United States Postal Service to update and correct any known or identifiable
15 address changes. Within forty-five (45) calendar days after receiving the Class List from Defendants
16 as provided herein, the Settlement Administrator shall mail copies of the Settlement Notice to all
17 Class Members via regular First-Class U.S. Mail. The Settlement Administrator shall exercise its best
18 judgment to determine the current mailing address for each Class Member. The address identified by
19 the Settlement Administrator as the current mailing address shall be presumed to be the most current
20 mailing address for each Class Member. The Parties agree that this procedure for notice provides
21 the best notice practicable to Class Members and fully complies with due process.

22 ii. Undeliverable Settlement Notices. Any Settlement Notice returned
23 to the Settlement Administrator as non-deliverable on or before the Response Deadline shall be
24 re-mailed to the forwarding address affixed thereto within three (3) calendar days of receipt of the
25 returned Settlement Notice by the Settlement Administrator. If no forwarding address is provided,
26 the Settlement Administrator shall attempt to determine a correct address by the use of skip-
27 tracing, or other type of automated search, using the name, address and/or Social Security number
28 of the Class Member involved, and shall then perform a re-mailing to the Class Member whose

1 Settlement Notice was returned as non-deliverable within five (5) calendar days of receipt of the
2 returned Settlement Notice by the Settlement Administrator, assuming another mailing address is
3 identified by the Settlement Administrator. Class Members who are sent a re-mailed Settlement
4 Notice shall have their Response Deadline extended by ten (10) calendar days from the date the
5 Settlement Administrator re-mails the Settlement Notice. If these procedures are followed, notice
6 to Class Members shall be deemed to have been fully satisfied, and if the intended recipient of the
7 Settlement Notice does not receive the Settlement Notice, the intended recipient shall nevertheless
8 remain a Class Member and shall be bound by all terms of the Settlement and the Final Order and
9 Judgment.

10 iii. Determination of Individual Settlement Awards and Individual
11 PAGA Payments. The Settlement Administrator shall determine the eligibility for, and the
12 amounts of, each Individual Settlement Award and Individual PAGA Payment under the terms of
13 this Stipulation of Settlement, based on the Workweek and Pay Period information as provided by
14 Defendants and defined above. The Settlement Administrator's determination of the eligibility for
15 and amount of each Individual Settlement Award and Individual PAGA Payment shall be binding
16 upon the Class Members and the Parties; however, it is subject to Court review as appropriate.

17 iv. Disputes Regarding Administration of Settlement. Any dispute not
18 resolved by the Settlement Administrator concerning the administration of the Settlement, in
19 consultation with Class Counsel and Defense Counsel, shall be resolved by the Court.

20 b. Monitoring and Reviewing Settlement Administration. The Parties have
21 the right to monitor and review the administration of the Settlement to verify that the monies
22 allocated under the Settlement are distributed in the correct amount, as provided for in this
23 Stipulation of Settlement.

24 c. Certification Reports Regarding Individual Settlement Award Calculations.
25 The Settlement Administrator will provide Defense counsel and Class Counsel a weekly report
26 which certifies: (i) the number of Class Members who have submitted valid Requests for Exclusion
27 or objections; and (ii) whether any Class Member has submitted a challenge to any information
28 contained in their Settlement Notice, including but not limited to the number of Class Members

1 from the Settlement Classes who have submitted a dispute of Workweeks. Additionally, the
2 Settlement Administrator will provide to counsel for both Parties any updated reports regarding the
3 administration of the Settlement Agreement as needed or requested.

4 d. Best Efforts. The Parties agree to use their best efforts to carry out the
5 terms of this Settlement.

6 61. Funding and Allocation of Gross Settlement Amount. The Gross Settlement
7 Amount shall be paid by Defendants in one lump sum payment within thirty (30) calendar days
8 after the Effective Date. Defendants shall provide the Gross Settlement Amount to the Settlement
9 Administrator in any feasible manner, including, but not limited to, by way of a wire transfer. If this
10 Settlement is not finally approved by the Court in full, or is terminated, rescinded, canceled or fails
11 to become effective for any reason, or if the Effective Date does not occur, then no portion of the
12 Gross Settlement Amount shall be paid.

13 a. Payments to the Class Members. Class Members shall not be required to
14 submit a claim in order to receive a share of the Net Settlement Amount, and no portion of the
15 Gross Settlement Amount shall revert to Defendants or result in an unpaid residue. The
16 Settlement Administrator shall first compute the Net Settlement Amount by deducting from the
17 Gross Settlement Amount approved by the Court for the Class Counsel Award, Class
18 Representative Service Award, PAGA Payment, and Settlement Administration Costs. To the
19 extent the Court does not approve the full requested attorneys' fees, litigation costs, enhancement
20 payments or settlement administration costs, the Net Settlement Amount will increase
21 accordingly, by the difference between the requested amount and the amount awarded by the
22 Court.

23 i. Individual Settlement Award: From the Net Settlement Amount,
24 the Settlement Administrator will calculate each Individual Settlement Award by dividing the
25 Net Settlement Amount by the total number of Workweeks, resulting in the Workweek Value;
26 and then multiplying the Workweek Value by the number of Workweeks worked by each Class
27 Member, as defined above. As necessary, and to the extent not already provided by Defendants,
28 the Settlement Administrator will calculate the number of Workweeks worked by the Class

Members during the Class Period. The Settlement Administrator will also calculate the amount to be paid per Workweek, and the Individual Settlement Awards to eligible Class Members. All Workweek Disputes will be resolved and decided by the Settlement Administrator, in consultation with Class Counsel and/or Defense Counsel, as appropriate, and subject to review by the Court as needed.

ii. Individual PAGA Payment: The Settlement Administrator will calculate each PAGA Member's Individual PAGA Payment by dividing the 25% of the PAGA Payment to be distributed to Class Members by the total number of Pay Periods for all PAGA Members, resulting in the Pay Period Value; and then multiplying the Pay Period Value by the number of Pay Periods worked by each PAGA Member, as defined above. As necessary, and to the extent not already provided by Defendants, the Settlement Administrator will calculate the number of Pay Periods worked by the PAGA Members during the PAGA Period.

iii. Individual Settlement Award and Individual PAGA Payments shall be mailed by the Settlement Administrator by regular First Class U.S. Mail to each Participating Class Member, PAGA Member, and PAGA Participating Member's last known mailing address within ten (10) calendar days after Defendants provide the Settlement Administrator with the Gross Settlement Amount. Prior to mailing the Individual Settlement Awards and the Individual PAGA Payments, the Settlement Administrator shall perform a search based on the National Change of Address Database maintained by the United States Postal Service to update and correct any known or identifiable address changes.

iv. Should any of the following occur, the Settlement Administrator will proportionately increase the estimated Individual Settlement Award of each Participating Class Member to ensure that the entire Net Settlement Amount is distributed to Participating Class Members: (i) any Class Members submit timely and valid, or otherwise accepted, Requests for Exclusion following the provision of Settlement Notices and expiration of the Response Deadline; (ii) the Court approves the Class Representative Service Award in amounts less than those requested by Plaintiff, as detailed herein; (iii) the Court approves a Class Counsel Award in an amount less than that requested by Plaintiff, as detailed herein; and/or (iv) the Court approves

1 Settlement Administration Costs in an amount less than that requested by Plaintiff, as detailed
2 herein.

3 v. Individual Settlement Award payments and Individual PAGA
4 Payments shall be made by check and shall be made payable to each Participating Class Member
5 as set forth in this Stipulation of Settlement.

6 vi. Individual Settlement Awards shall be allocated as follows: thirty
7 percent (30%) as alleged unpaid wages subject to all applicable tax withholdings; thirty-five
8 percent (35%) as alleged unpaid interest; and thirty-five percent (35%) as alleged unpaid
9 penalties. The Settlement Administrator shall issue an IRS Form W-2 to each Participating Class
10 Member for the portion of each Individual Settlement Award payment allocated as alleged
11 unpaid wages and subject to all applicable tax withholdings. The Settlement Administrator shall
12 issue an IRS Form 1099 to each Participating Class Member, PAGA Member, and PAGA
13 Participating Member for the portion of each Individual Settlement Award and for the Individual
14 PAGA Payment allocated as alleged unpaid non-wage penalties and interest and not subject to
15 payroll tax withholdings. The Settlement Administrator shall calculate the amount of the
16 Employer's Share of Payroll Taxes and shall remit and report the applicable portions of the
17 payroll tax payment to the appropriate taxing authorities in a timely manner. Defendants will be
18 responsible for paying the Payroll Taxes and this amount will not be deducted from the GSA.

19 vii. After the expiration of the 180-day period to cash/deposit the
20 Individual Settlement Award checks, the Settlement Administrator will prepare the Final Report
21 regarding the distribution of the Gross Settlement Amount, including the total amount that was
22 cashed/deposited by Participating Class Members and the total amount of any uncashed
23 settlement checks pursuant to California Code of Civil Procedure section 384. Any residue from
24 uncashed Individual Settlement Award checks after the expiration date will be paid out to Rise
25 Against Hunger, a non-profit 501(c)(3) organization whose mission is to end hunger by
26 providing food and aid globally, as the *cy pres* recipient pursuant to Code of Civil Procedure
27 Section 384, subject to Court approval.

28 viii. In the event a Participating Class Member, PAGA Member, or

1 PAGA Participating Member fails to cash/deposit his or her Individual Settlement Award check
2 and/or Individual PAGA Payment check, the Participating Class Member, PAGA Member, or
3 PAGA Participating Member shall nevertheless remain bound by the Settlement.

4 ix. All monies received by Class Members under the Settlement which
5 are attributable to wages shall constitute income to such Class Members solely in the year in which
6 such monies actually are received by the Class Members. It is expressly understood and agreed that
7 the receipt of Individual Settlement Awards shall not entitle any Class Member to additional
8 compensation or benefits under any collective bargaining agreement or under any bonus, contest or
9 other compensation or benefit plan or agreement in place during the periods covered by the
10 Settlement, nor shall it entitle any Class Member to any increased pension and/or retirement, or
11 other deferred compensation benefits. It is the intent of the Parties that the Individual Settlement
12 Awards and Individual PAGA Payments provided for in this Stipulation of Settlement are the sole
13 payments to be made by Defendants to Class Members in connection with this Settlement, with the
14 exception of Plaintiff, and that the Class Members are not entitled to any new or additional
15 compensation or benefits as a result of having received the Individual Settlement Awards and/or and
16 Individual PAGA Payments. Furthermore, the receipt of Individual Settlement Awards and
17 Individual PAGA Payments by Class Members shall not, and does not, by itself establish any
18 general, special, or joint employment relationship between and among the Class Member(s) and
19 Defendants, or between Adecco and Radial.

20 b. Class Representative Service Award. For the purposes of this Settlement
21 only, the Parties agree to the designation of Plaintiff as the class representative. In recognition of
22 her time and effort in bringing and presenting the Action and for releasing her Released Claims,
23 Plaintiff shall request a Class Representative Service Award not to exceed Fifteen Thousand
24 Dollars and No Cents (\$15,000.00). Plaintiff's request for such Class Representative Service
25 Award shall be subject to approval from the Court. Defendants agree not to oppose or object to
26 Plaintiff's request for a Class Representative Service Award in an amount not to exceed this
27 amount. The Class Representative Service Award will be in addition to Plaintiff's Individual
28 Settlement Payment paid pursuant to the Settlement. The Settlement Administrator shall issue an

1 IRS Form 1099 to Plaintiff for her Class Representative Service Award. Plaintiff shall be solely
2 and legally responsible to pay any and all applicable taxes on her Class Representative Service
3 Award. Any amount requested by Plaintiff for the Class Representative Service Award and not
4 awarded by the Court shall become part of the Net Settlement Amount and shall be distributed to
5 Participating Class Members as part of their Individual Settlement Awards.

6 c. Class Counsel Award. Class Counsel shall be entitled to request attorneys'
7 fees in an amount not to exceed thirty-five percent (35%) of the Gross Settlement Amount, which
8 amounts to Seven Hundred Eighty-Three Thousand Four Hundred and Twenty-Three Dollars and
9 Fifty-Five Cents (\$783,423.55). In addition, Class Counsel shall also be entitled to request an
10 award of costs associated with Class Counsel's prosecution of the Action not to exceed Fifteen
11 Thousand Dollars and No Cents (\$15,000.00). Class Counsel's request for such attorneys' fees
12 and costs shall be subject to approval from the Court. Defendants agree not to oppose or object to
13 Class Counsel's request for attorneys' fees or attorneys' costs. In the event the Court awards Class
14 Counsel less than the requested amount of attorneys' fees and/or costs, the difference shall become
15 part of the Net Settlement Amount and shall be distributed to Participating Class Members as part
16 of their Individual Settlement Awards. Class Counsel shall be solely and legally responsible to pay
17 all applicable taxes on the Class Counsel Award. Class Counsel shall provide the Settlement
18 Administrator with properly completed and signed copies of IRS Form W-9 in order for the
19 Settlement Administrator to process the Class Counsel Award approved by the Court. The
20 Settlement Administrator shall issue an IRS Form 1099 to Class Counsel for the Class Counsel
21 Award.

22 62. Non-Monetary Relief. As part of the Settlement of the Action, and as additional,
23 non-monetary consideration therefor, Defendants have agreed to undertake, with the assistance
24 and direction of their counsel, a review of their wage and hour practices and policies, and to
25 make any appropriate revisions of those practices and policies.

26 63. Settlement Administration Costs. The Settlement Administration fees and
27 expenses, which are estimated not to exceed \$27,000, shall be paid from the Gross Settlement
28 Amount. Prior to Plaintiff filing a Motion for Final Approval of the Settlement, the Settlement

1 Administrator shall provide the Parties with a statement detailing the Settlement Administration
2 Costs to date. The Parties agree to cooperate in the Settlement Administration process and to
3 make all reasonable efforts to control and minimize Settlement Administration Costs.

4 i. The Parties each represent they do not have any financial interest
5 in the Settlement Administrator or otherwise have a relationship with the Settlement
6 Administrator that could create a conflict of interest.

7 ii. The Settlement Administrator shall keep the Parties timely
8 apprised of the performance of all Settlement Administrator responsibilities required by the
9 Settlement. The Settlement Administrator shall be authorized to establish a Qualified Settlement
10 Fund (“QSF”) pursuant to IRS rules and regulations in which the Gross Settlement Amount shall
11 be placed and from which payments required by the Settlement shall be made.

12 64. Payroll Taxes. In accordance with this Settlement and to the fullest extent
13 possible, the Gross Settlement Amount shall resolve, satisfy and completely extinguish all of
14 Defendants’ liability with respect to the Class Members and PAGA Members, except that
15 Defendants shall solely be responsible for the employer portion of the payroll taxes on the
16 portion of the Individual Settlement Awards that constitutes wages and these taxes shall be paid
17 by Defendants in addition to the GSA. Upon the transfer of the Gross Settlement Amount and
18 the employer portion of payroll taxes on the portion of the Individual Settlement Awards that
19 constitutes wages, Defendants shall have no further payment or defense obligation whatsoever
20 with respect to any claims covered by this Settlement made or asserted by any person or entity
21 anywhere in the world in connection with the Class Members.

22 65. Final Settlement Approval Hearing and Entry of Final Order and Judgment.
23 Following expiration of the Response Deadline, a Final Approval Hearing shall be conducted by
24 the Court for the Court to determine whether to grant final approval of the Settlement, including
25 determining the amounts properly payable for: (i) the Class Counsel Award; and (ii) the Class
26 Representative Service Award. At least sixteen (16) court days prior to the Final Approval
27 Hearing, the Settlement Administrator shall provide a written report or declaration to the Parties
28 describing the process and results of the administration of the Settlement to date, which report or

1 declaration shall be filed by Plaintiff with the Court prior to the Final Approval Hearing. The
2 Parties agree to work diligently and cooperatively to have this Settlement presented to the Court
3 for final approval.

4 66. Duties of the Parties Prior to Court Approval. The Parties shall promptly submit
5 this Settlement Agreement to the Court in support of Plaintiff's Motion for Preliminary Approval
6 and determination by the Court as to its fairness, adequacy, and reasonableness. Promptly upon
7 execution of this Settlement Agreement, the Parties shall apply to the Court for the entry of an
8 order scheduling a fairness hearing on the question of whether the proposed settlement, including
9 payment of attorneys' fees and costs, the Class Representative's Service Award payment, and the
10 PAGA Payment, should be finally approved as fair, reasonable and adequate as to the members of
11 the Settlement Classes. As part of Plaintiff's Motion for Preliminary Approval, Plaintiff shall also
12 apply to the Court for the entry of an Order as follows:

- 13 a. Certifying the Settlement Classes for settlement purposes only;
- 14 b. Approving, as to form and content, the proposed Settlement Notice;
- 15 c. Approving the manner and method for Class Members to object or
16 request exclusion from the Settlement, as contained herein and within the Settlement Notice;
- 17 d. Directing the mailing of the Settlement Notices to Class Members, by first
18 class mail;
- 19 e. Preliminarily approving the Settlement subject only to the objections of
20 Class Members and final review by the Court; and
- 21 f. Setting a Final Approval Hearing.

22 67. Duties of the Parties Following Final Approval. Following final approval by the
23 Court of the Settlement provided for in this Settlement Agreement, Class Counsel will submit a
24 proposed Final Order of Approval and Judgment:

- 25 a. Approving the Settlement, adjudging the terms thereof to be fair,
26 reasonable and adequate, and directing consummation of its terms and provisions;
- 27 b. Approving Class Counsel's application for an award of attorneys' fees
28 and costs;

1 c. Approving the Class Representative Service Award payment to Plaintiff;

2 d. Setting a date when the Parties shall submit the Final Report regarding the
3 distribution of the Gross Settlement Amount pursuant to California Code of Civil Procedure section
4 384, and, if necessary a date for a final accounting hearing following its receipt of the Final
5 Report;

6 e. Entering judgment in this Action barring and enjoining all members of the
7 Settlement Classes from prosecuting against any of the Released Parties, any individual or class, or
8 representative claims released herein pursuant to the Settlement Agreement, upon satisfaction of all
9 payments and obligations hereunder.

10 68. Revocation of Settlement by Defendants. If more than ten percent (10%) of Class
11 Members opt-out of the Settlement, then Defendants shall have the sole and absolute discretion to
12 rescind/void the Settlement Agreement within thirty (30) days after receiving from the
13 Settlement Administrator the final list of opt-outs. Defendants agree to meet and confer in good
14 faith with Class Counsel before rescinding or voiding the Settlement Agreement. In the event
15 that Defendants elect to rescind/void the Settlement Agreement, they shall provide written notice
16 of such rescission to Class Counsel. Such rescission shall have the same effect as a termination
17 of this Settlement Agreement for failure to satisfy a condition of settlement, and the Settlement
18 Agreement shall become null and void and have no further force or effect, and the Settlement
19 Classes certified pursuant to this Settlement Agreement will be decertified for all purposes. If
20 Defendants choose to terminate this Settlement Agreement under this provision, they shall be
21 responsible to pay the Settlement Administrator's fees and costs incurred to that point.

22 69. Escalator Clause. For purposes of mediation, Defendants calculated that there
23 were 172,181 Workweeks for Class Members, using actual data where available and
24 extrapolations where not available. This Workweeks calculation excluded Workweeks for the
25 249 employees covered by and subject to the settlement in *Brulee*, discussed in Paragraphs 47(a)
26 and 57, above. In the event that the Workweeks calculation through the date of the Court's
27 Preliminary Approval Order is more than ten percent (10%) greater than 172,181, at the option
28 of Defendants, either (a) the Gross Settlement Amount shall increase *pro rata* with a ten percent

(10%) grace margin (*i.e.*, if the number of Workweeks is eleven percent (11%) higher than 172,181, then the Gross Settlement Amount shall increase by one percent (1%)) or (b) alternatively, the date for the close of the Class Period and PAGA Period as set forth in Paragraphs 8(c) and 26(c), above, shall be adjusted to as to limit the Workweeks count to no more than ten percent (10%) greater than 171,181, *i.e.*, 189,399 Workweeks.

70. Nullification of Settlement. In the event: (i) the Court does not enter the Preliminary Approval Order; (ii) the Court does not grant final approval of the Settlement; (iii) the Court does not enter the Final Order and Judgment; or (iv) the Settlement does not become final for any other reason, this Stipulation of Settlement shall be rendered null and void, any order or judgment entered by the Court in furtherance of this Settlement shall be treated as void from the beginning and this Stipulation of Settlement and any documents related to it shall not be used by any Class Member or Class Counsel to support any claim or request for class certification in the Action, and shall not be used in any other civil, criminal or administrative action against Defendants or any of the other Released Parties. Additionally, should the Settlement not become final for any reason, the Parties will request that the Court reopen proceedings within thirty (30) calendar days, and any Settlement Administration Costs already incurred by the Settlement Administrator shall be split evenly between the Parties, unless the Settlement is revoked pursuant to Paragraph 68, herein. If Defendants elect to revoke the Settlement, as specified in Paragraph 68, the Parties and any monies required to be paid under this Settlement shall be returned to their respective statuses as of the date and time immediately prior to the execution of this Stipulation of Settlement, and the Parties shall proceed in all respects as if this Stipulation of Settlement had not been executed, except that any Settlement Administration Costs already incurred by the Settlement Administrator shall be paid to the Settlement Administrator by Defendants. In the event an appeal is filed from the Court's Final Order and Judgment, or any other appellate review is sought, administration of the Settlement shall be stayed pending final resolution of the appeal or other appellate review and the stay shall only be lifted if the end result of the appeal or other proceeding is that the terms of this settlement agreement are upheld.

1 71. Plaintiff's Waiver of Right to Be Excluded. Plaintiff agrees that by signing this
2 Settlement Agreement, she will be bound by the terms herein. Plaintiff further agrees that, upon
3 signing this Settlement Agreement, she will not request to be excluded from this Settlement and
4 that any such request for exclusion by Plaintiff will be void and of no force or effect.

5 72. Waiver of Certain Appeals. Either party may appeal any Court order that
6 materially alters the Settlement Agreement's terms. Additionally, nothing in this Settlement
7 Agreement shall prevent Plaintiff from appealing a Court order denying or failing to grant their
8 requests for the Class Counsel Award or the Class Representative Service Award.

9 73. No Admission by Defendants. Defendants deny all claims alleged in this Action
10 and deny all wrongdoing whatsoever by Defendants. Neither this Stipulation of Settlement, nor
11 any of its terms and conditions, nor any of the negotiations connected with it, is a concession or
12 admission, and none shall be used against Defendants as an admission or indication with respect to
13 any claim of any fault, concession, or omission by Defendants or that class certification is proper
14 under the standard applied to contested certification motions. The Parties stipulate and agree to the
15 certification of the proposed classes for settlement purposes only. The Parties further agree that
16 this Stipulation of Settlement will not be admissible in this or any other proceeding as evidence
17 that either (i) a class action should be certified or (ii) Defendants are liable to Plaintiff or any Class
18 Member, other than according to the terms of this Stipulation of Settlement.

19 74. Waiver. No waiver of any condition or covenant contained in this Settlement
20 Agreement or failure to exercise a right or remedy by any of the Parties hereto will be considered
21 to imply or constitute a further waiver by such party of the same or any other condition,
22 covenant, right or remedy.

23 75. Judgment and Continued Jurisdiction. Upon final approval of the Settlement by
24 the Court or after the Final Approval/Settlement Fairness Hearing, the Parties will present the
25 Judgment to the Court for its approval, pursuant to Rule 3.770 of the California Rules of Court.
26 After entry of the Judgment, the Court will have continuing jurisdiction solely for purposes of
27 addressing: (i) the interpretation and enforcement of the terms of the Settlement, (ii) Settlement
28 administration matters, and (iii) such post-Judgment matters as may be appropriate under court

1 rules or as set forth in this Agreement

2 76. Exhibits and Headings. The terms of this Stipulation of Settlement include the
3 terms set forth in any attached Exhibits, which are incorporated by this reference as though fully
4 set forth herein. The Exhibits to this Stipulation of Settlement are an integral part of the
5 Settlement. The descriptive headings of any paragraphs or sections of this Stipulation of
6 Settlement are inserted for convenience of reference only.

7 77. Amendment or Modification. This Stipulation of Settlement may be amended or
8 modified only by a written instrument signed by counsel for all Parties or their successors-in-
9 interest.

10 78. Entire Agreement. This Stipulation of Settlement and any attached Exhibits
11 constitute the entire agreement between the Parties, and no oral or written representations,
12 warranties, or inducements have been made to Plaintiff or Defendants concerning this Stipulation
13 of Settlement or its Exhibits other than the representations, warranties, and covenants contained
14 and memorialized in this Stipulation of Settlement and its Exhibits. No other prior or
15 contemporaneous written or oral agreements, including but not limited to the MOU, may be
16 deemed binding on the Parties.

17 79. Authorization to Enter Into Settlement Agreement. Class Counsel and Defense
18 Counsel warrant and represent they are expressly authorized by the Parties whom they represent to
19 negotiate this Stipulation of Settlement and to take all appropriate actions required or permitted to
20 be taken by such Parties pursuant to this Stipulation of Settlement to effectuate its terms, and to
21 execute any other documents required to effectuate the terms of this Stipulation of Settlement. The
22 Parties, Class Counsel and Defense Counsel shall cooperate with each other and use their best
23 efforts to effect the implementation of the Settlement. In the event the Parties are unable to reach
24 agreement on the form or content of any document needed to implement the Settlement, or on any
25 supplemental provisions that may become necessary to effectuate the terms of this Settlement, the
26 Parties may seek the assistance of the Court to resolve such disagreement. The persons signing
27 this Stipulation of Settlement on behalf of the Defendants represent and warrant that they are
28 authorized to sign this Stipulation of Settlement on behalf of Defendants. Plaintiff represents and

warrants that she is authorized to sign this Stipulation of Settlement and that she has not assigned any claim, or part of a claim, covered by this Settlement of Settlement to a third party. The Parties have cooperated in the drafting and preparation of this Stipulation of Settlement. Hence, in any construction made of this Stipulation of Settlement, the same shall not be construed against any of the Parties.

80. Confidentiality. The Parties and their counsel agree that they will not issue any press releases, initiate any contact with the press, respond to any press inquiry, or have any communication with the press about the fact, amount, or terms of the Settlement prior to the mailing of the Notice Packet. In addition, the Parties and their counsel agree that they will not engage in any advertising or distribute any marketing materials relating to the Settlement, including but not limited to any postings on any websites maintained by Class Counsel. Nothing set forth herein, however, shall prohibit the Parties from providing this Stipulation to the Court in connection with the Parties' efforts to seek Court approval of this Settlement.

81. Binding on Successors and Assigns. This Stipulation of Settlement shall be binding upon, and inure to the benefit of, the successors and assigns of the Parties.

82. California Law Governs. All terms of this Stipulation of Settlement and the Exhibits hereto shall be governed by and interpreted according to the laws of the State of California, without giving effect to any law that would cause the laws of any jurisdiction other than the State of California to be applied.

83. Counterparts. This Stipulation of Settlement may be executed in one or more counterparts. All executed counterparts and each of them shall be deemed to be one and the same instrument.

84. This Settlement is Fair, Adequate, and Reasonable. Plaintiff represents that this Settlement is a fair, adequate, and reasonable settlement of the Action and she has arrived at this Settlement after extensive arm's-length negotiations, taking into account all relevant factors, present and potential.

85. Jurisdiction of the Court. Following entry of the Final Order and Judgment, the Court shall retain jurisdiction with respect to the interpretation, implementation, and enforcement

1 of the terms of this Stipulation of Settlement and all orders and judgments entered in connection
2 therewith, and the Parties, Class Counsel and Defense Counsel submit to the jurisdiction of the
3 Court for purposes of interpreting, implementing, and enforcing the Settlement embodied in this
4 Stipulation of Settlement and all orders and judgments entered in connection therewith.

5 86. Invalidity of Any Provision. Before declaring any term or provision of this
6 Stipulation of Settlement invalid, the Parties request that the Court first attempt to construe the
7 terms or provisions valid to the fullest extent possible consistent with applicable precedents so as
8 to define all provisions of this Stipulation of Settlement as valid and enforceable. In the event the
9 Court declares any material provision of this Stipulation of Settlement invalid, the Stipulation of
10 Settlement will be void and its terms will be of no force and effect, except as otherwise agreed to
11 by the Parties in writing.

12 87. Continuing Validity of Arbitration Agreements. The Parties have agreed to settle
13 the Action in Court, including Released Claims, for the mutual benefit of the Parties and Class
14 Members. This Agreement, the settlement process (including, but not limited to, motions,
15 correspondence, communications, and filings) and proceedings and anything related to them
16 shall have no impact on any individual arbitration agreements between Defendants and any of
17 Defendants' employees, regardless of whether they are Class Members or PAGA Members. The
18 submission of Released Claims to the Court is solely for the purposes of settlement and shall not
19 be deemed as an invalidation, waiver, or voidance of the arbitration agreements, and shall have
20 no negative impact on their continued validity. By failing to request exclusion by serving a valid
21 and timely Request for Exclusion, each Class Member will be deemed to have agreed to the
22 provisions of this Paragraph.

23 88. Binding Nature of Notice of Class Action Settlement. It is agreed that, because
24 the Class Members are so numerous, it is impossible or impractical to have each Class Member
25 execute the Stipulation of Settlement. The Class Notice shall advise all Class Members of the
26 binding nature of the Settlement, and the release of Released Claims and shall have the same
27 force and effect as if this Stipulation of Settlement were executed by each Participating Class
28 Member.

IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff, on the one hand, and Defendants, on the other hand, as of the date(s) set forth below.

Dated: 2/23/2023

DocuSigned by:
Jacqueline Cortes
CA421AEB5A9947E...
Plaintiff **Jacqueline Cortes**

Unifi Aviation, LLC f/k/a DAL Global Services, LLC

Dated: _____

By: _____
Its: _____

APPROVED AS TO FORM ONLY:

CASTLE LAW: CALIFORNIA EMPLOYMENT COUNSEL, PC

Dated: February 23, 2023

Timothy B. Del Castillo
Timothy B. Del Castillo
Kent L. Bradbury
Attorneys for Plaintiff Jacqueline Cortes

LITTLER MENDELSON, P.C.

Dated: _____

Alaya B. Meyers
Tracy R. Leidner
Attorneys for Defendant Unifi Aviation, LLC f/k/a
DAL Global Services, LLC

4873-2045-7807.1

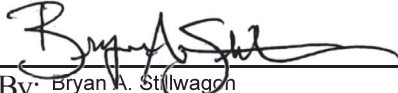
1 IN WITNESS WHEREOF, the Parties hereto knowingly and voluntarily executed this
2 Joint Stipulation of Class Action and PAGA Settlement and Release between Plaintiff, on the
3 one hand, and Defendants, on the other hand, as of the date(s) set forth below.
4

5 Dated: _____
6

Plaintiff **Jacqueline Cortes**
7

8 **Unifi Aviation, LLC f/k/a DAL Global Services,**
9 **LLC**

10 Dated: 2/24/23
11


By: Bryan A. Stillwagon
Its: General Counsel & Corporate Secretary
12

13 **APPROVED AS TO FORM ONLY:**

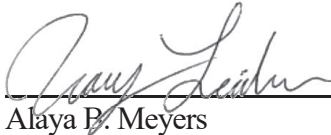
14 **CASTLE LAW: CALIFORNIA EMPLOYMENT**
15 **COUNSEL, PC**

16 Dated: _____
17

Timothy B. Del Castillo
Kent L. Bradbury
Attorneys for Plaintiff Jacqueline Cortes
18

19 **LITTLER MENDELSON, P.C.**

20
21
22 Dated: 2/24/2023
23


Alaya B. Meyers
Tracy R. Leidner
Attorneys for Defendant Unifi Aviation, LLC f/k/a
DAL Global Services, LLC
24
25

26 4873-2045-7807.1
27
28