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February 6, 2023

Via Online Submission @ <https://dir.tfaforms.net/315>.

Labor Workforce Development Agency, Department of Industrial Relations

Attn: PAGA Administrator
455 Golden Gate Avenue, 10th Floor
San Francisco, California 94102

Re: Notice of Pending Settlement Pursuant to Labor Code Section 2699(l)(2), LWDA Case No. LWDA-CM-856426-21

Employee: Jorge Arriaga

Employers: Airline Tech Reps, LLC, STS Aviation Group, LLC, STS Aviation Services - Tank Tigers, LLC, STS Technical Services, LLC, MEM Business LLC, Technical Services LLC, STS Services, LLC, and Tactical Workforce Solutions, LLC

Dear Labor and Workforce Development Agency:

Moon & Yang, APC (sometimes "M&Y") represents Plaintiff Jorge Arriaga ("Plaintiff") in a class and representative action entitled *Arriaga v. Airline Tech Reps, LLC, et al.*, which is now pending in the Los Angeles County Superior Court, Case No. 21STCV45061 (the "Action"). The Action involves Plaintiff's PAGA claims alleged in LWDA Case No. LWDA-CM-856426-21 on December 7, 2021, and as amended on July 19, 2022 and August 2, 2022.

Now, in accordance with Labor Code Section 2699(l)(2), Plaintiff, as a deputized PAGA representative provides the LWDA notice of a pending settlement in the Action, which seeks the release of PAGA claims against Employers. In light of this, Plaintiff has attached a copy of a January 7, 2023 Class Action and PAGA Settlement Agreement and Class Notice, which has or will be filed in the Action.

A preliminary approval hearing regarding the settlement is set for 10:00 a.m., Wednesday, May 10, 2023, or as soon thereafter as the matter may be heard, in Department SSC-7 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, California 90012.

Please do not hesitate to contact the undersigned with any inquiries.

MOON & YANG, APC



ROY K. SUH

Attorneys for Plaintiff JORGE ARRIAGA

Attachment:

20230107 Settlement Agreement

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Attorneys for Defendants AIRLINE TECH REPS, LLC, STS AVIATION GROUP, LLC, STS AVIATION SERVICES – TANK TIGERS, LLC, STS TECHNICAL SERVICES, LLC; MEM BUSINESS LLC, TECHNICAL SERVICES LLC, STS SERVICES, LLC and TACTICAL WORKFORCE SOLUTIONS, LLC

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

JORGE ARRIAGA, individually, and on behalf of
 all others similarly situated,

Plaintiff,

v.

AIRLINE TECH REPS, LLC, a limited liability company; STS AVIATION GROUP, LLC, a limited liability company; STS AVIATION SERVICES – TANK TIGERS, LLC, a limited liability company; STS TECHNICAL SERVICES, LLC, a limited liability company (previously identified as DOE 1); MEM BUSINESS LLC, a limited liability company (previously identified as DOE 2); TECHNICAL SERVICES LLC, a limited liability company (previously identified as DOE 3); STS SERVICES, LLC, a limited liability company (previously identified as DOE 4); and TACTICAL WORKFORCE SOLUTIONS, LLC, a limited liability company (previously identified as DOE 5); and DOES 6 through 10, inclusive,

Defendants.

Case No. 21STCV45061

*Assigned for all purposes to the Honorable
 Lawrence P. Riff, Department SSC-7*

COMPLEX ACTION

**CLASS ACTION AND PAGA SETTLEMENT
 AGREEMENT AND CLASS NOTICE**

PAGA Notice, Case No.
 LWDA-CM-856426-21:
 Action Filed:
 FAC Filed:
 Trial Date:

December 7, 2021
 December 10, 2021
 April 18, 2022
 None Set

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CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff JORGE ARRIAGA (“Plaintiff”) and defendant AIRLINE TECH REPS, LLC, defendant STS AVIATION GROUP, LLC, defendant STS AVIATION SERVICES - TANK TIGERS, LLC, defendant STS TECHNICAL SERVICES, LLC, defendant MEM BUSINESS LLC, defendant TECHNICAL SERVICES LLC, defendant STS SERVICES, LLC and defendant TACTICAL WORKFORCE SOLUTIONS, LLC (“Defendants”). The Agreement refers to Plaintiff and Defendants collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

1.1. Action. “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against Defendants captioned *Arriaga v. Airline Tech Reps, LLC, et al.*, initiated on December 7, 2021 and pending in Superior Court of the State of California, County of Los Angeles.

1.2. Administrator. “Administrator” means Simpluris, Inc., the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3. Administration Expenses Payment. “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.

1.4. Aggrieved Employee. “Aggrieved Employee” means all persons who worked for any of the Defendants in California as an hourly, non-exempt employee at any time during the PAGA Period.

1.5. Class. “Class” means all persons who worked for any of the Defendants in California as an hourly, non-exempt employee at any time during the Class Period.

1.6. Class Counsel. “Class Counsel” means Moon & Yang, APC including Kane Moon and Roy K. Suh.

1.7. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment. “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.

1.8. Class Data. “Class Data” means Class Member identifying information in Defendants’ possession including the Class Member’s name, last-known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.

1.9. Class Member or Settlement Class Member. “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.10. Class Member Address Search. “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.

1.11. Class Notice. “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English [with a Spanish translation, if applicable] in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.

1.12. Class Period. “Class Period” means the period from December 1, 2017 to August 31, 2022.

1.13. Class Representative. “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.

1.14. Class Representative Service Payment. “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.

1.15. Court. “Court” means the Superior Court of California, County of Los Angeles.

1.16. Defendants. “Defendants” means named defendant AIRLINE TECH REPS, LLC, named defendant STS AVIATION GROUP, LLC, named defendant STS AVIATION SERVICES - TANK TIGERS, LLC, named defendant STS AVIATION SERVICES - TANK TIGERS, LLC, named defendant STS TECHNICAL SERVICES, LLC (previously identified as DOE 1), named defendant MEM BUSINESS LLC (previously identified as DOE 2), named defendant TECHNICAL SERVICES LLC (previously identified as DOE 3), named defendant STS SERVICES, LLC (previously identified as DOE 4) and named defendant TACTICAL WORKFORCE SOLUTIONS, LLC (previously identified as DOE

1 5).

2 1.17. Defense Counsel. “Defense Counsel” means Cozen O’Connor including Jason E. Barsanti
3 and Brett Greving.

4 1.18. Effective Date. “Effective Date” means the date by when both of the following have
5 occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b)
6 the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no
7 Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or
8 more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice
9 of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate
10 court affirms the Judgment and issues a remittitur.

11 1.19. Final Approval. “Final Approval” means the Court’s order granting final approval of the
12 Settlement.

13 1.20. Final Approval Hearing. “Final Approval Hearing” means the Court’s hearing on the
14 Motion for Final Approval of the Settlement.

15 1.21. Final Judgment. “Final Judgment” means the Judgment Entered by the Court upon
16 Granting Final Approval of the Settlement.

17 1.22. Gross Settlement Amount. “Gross Settlement Amount” means five hundred, fifty thousand
18 dollars and zero cents (\$550,000.00) which is the total amount Defendants agree to pay under the
19 Settlement except as provided in Paragraph 8 below. The Gross Settlement Amount will be used to pay
20 Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees,
21 Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.

22 1.23. Individual Class Payment. “Individual Class Payment” means the Participating Class
23 Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweeks
24 worked during the Class Period.

25 1.24. Individual PAGA Payment. “Individual PAGA Payment” means the Aggrieved
26 Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of PAGA
27 Pay Periods worked during the PAGA Period.

28 1.25. Judgment. “Judgment” means the judgment entered by the Court based upon the Final

1 Approval.

2 1.26. LWDA. “LWDA” means the California Labor and Workforce Development Agency, the
3 agency entitled, under Labor Code section 2699, subd. (i).

4 1.27. LWDA PAGA Payment. “LWDA PAGA Payment” means the 75% of the PAGA Penalties
5 paid to the LWDA under Labor Code section 2699, subd. (i).

6 1.28. Net Settlement Amount. “Net Settlement Amount” means the Gross Settlement Amount,
7 less the following payments in the amounts approved by the Court: Individual PAGA Payments, the
8 LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class
9 Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be
10 paid to Participating Class Members as Individual Class Payments.

11 1.29. Non-Participating Class Member. “Non-Participating Class Member” means any Class
12 Member who opts out of the Settlement by sending the Administrator a valid and timely Request for
13 Exclusion.

14 1.30. PAGA Pay Period. “PAGA Pay Period” means any Pay Period during which an Aggrieved
15 Employee worked for Defendants for at least one day during the PAGA Period.

16 1.31. PAGA Period. “PAGA Period” means the period from December 10, 2020 to August 31,
17 2022.

18 1.32. PAGA. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

19 1.33. PAGA Notice. “PAGA Notice” means Plaintiff’s December 7, 2021 letter to Defendants
20 and the LWDA providing notice pursuant to Labor Code section 2699.3, subd. (a), as amended on July
21 19, 2021 and on August 2, 2022.

22 1.34. PAGA Penalties. “PAGA Penalties” means the total amount of one hundred thousand
23 dollars and zero cents (\$100,000.00) in PAGA civil penalties to be paid from the Gross Settlement
24 Amount, allocated 25% to the Aggrieved Employees or (\$25,000.00) and the 75% to LWDA (\$75,000.00)
25 in settlement of PAGA claims.

26 1.35. Participating Class Member. “Participating Class Member” means a Class Member who
27 does not submit a valid and timely Request for Exclusion from the Settlement.

28 1.36. Plaintiff. “Plaintiff” means plaintiff Jorge Arriaga, the named plaintiff in the Action.

1.37. Class Preliminary Approval. “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.

1.38. Preliminary Approval Order. “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.

1.39. Released Class Claims. “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.

1.40. Released PAGA Claims. “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.

1.41. Released Parties. “Released Parties” means: Defendants and each of their past, present and future subsidiaries, parents, affiliated and related companies, divisions, successors, predecessors or assigns; and their past, present, and future officers, directors, shareholders, partners, agents, insurers, employee, advisors, accountants, representatives, trustees, heirs, executors, administrators, predecessors, successors or assigns, and includes Airplanes LLC, Cannon Aviation Modification and Repair LLC, and STS Engineering Services.

1.42. Request for Exclusion. “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.

1.43. Response Deadline. “Response Deadline” means 45 days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.

1.44. Settlement. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

1.45. Workweek. “Workweek” means any week during which a Class Member worked for Defendants in California for at least one day, during the Class Period.

2. RECITALS.

2.1. Commencement of Action and the Operative First Amended Complaint. On December 10,

2021, Plaintiff commenced this Action by filing a Complaint alleging causes of action against Defendants alleging (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide required meal periods; (4) failure to provide required rest periods; (5) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (6) failure to furnish accurate itemized wage statements; (7) failure to pay timely and all wages due to discharged and quitting employees; and (8) unfair and unlawful business practices. On April 18, 2022, Plaintiff filed a First Amended Complaint alleging a Ninth Cause of Action against Defendants for PAGA claims based on Plaintiff's PAGA Notice. The First Amended Complaint is the operative complaint in the Action (the "Operative Complaint"). Defendants denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. Plaintiff's PAGA Notice to the LWDA and Defendants in LWDA Case No. LWDA-CM-856426-21. Pursuant to Labor Code section 2699.3, subd. (a), Plaintiff gave timely written notice to Defendants and the LWDA by sending the PAGA Notice.

2.3. Plaintiff's Investigation, the Parties' Private Mediation Including Informal Discovery Leading to this Agreement. On August 2, 2022, the Parties participated in an all-day mediation presided over by a professional with an experienced wage and hour class action mediator, Mr. Frances "Tripper" Ortman, which led to this Agreement to settle the Action. Plaintiff and Plaintiff's counsel, engaged in substantial investigation about the Defendants' business practices in California. After the Action was filed and prior to mediation, the Parties engaged in extensive informal exchange of information. Plaintiff obtained documents, data and information from Defendant and other resources including, but not limited to, a sampling of Class Member time and pay records consisting of a large volume of data and consisting of hundreds of thousands of data points. As a condition of the Parties' memorandum of understanding that led to this Agreement, Plaintiff demanded and obtained additional, confirmatory discovery in Class Member time and pay records and analyzed the same. Accordingly, Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.4. This Court has Not Certified a Class in this Action. The Court has not granted class certification, nor has Plaintiff moved for class certification.

2.5. This Settlement May Extinguish Claims in a Later Filed Case. The Parties, Class Counsel and Defense Counsel represent that they are aware of two actions which were filed after this case and which assert class and representative claims that will be extinguished or affected by the Settlement if finally approved: *Salman Qadri v. STS Aviation Group, Inc.*, Los Angeles Superior Court Case No.: 22STCV08217 (“Qadri Putative Class Action”) filed on March 7, 2022 and *Salman Qadri v. STS Aviation Group, Inc. et al.*, Los Angeles Superior Court case number 22TRCV00172, filed on March 7, 2022 (“Qadri PAGA Representative Action”). Defendants have the same counsel in the Qadri Putative Class Action and the Qadri PAGA Representative Action and Defendants’ counsel has informed Qadri’s counsel in the Qadri Putative Class Action and the Qadri PAGA Representative Action, and have informed the Court in the Qadri Putative Class Action of this settlement. On December 19, 2022, the Los Angeles Superior Court entered dismissals of the Qadri Putative Class Action and the Qadri PAGA Representative Action.

3. MONETARY TERMS.

3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 9 below, Defendants promises to pay five hundred fifty thousand dollars and zero cents (\$550,000.00) and no more as the Gross Settlement Amount and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments. Defendants has no obligation to pay the Gross Settlement Amount (or any payroll taxes) prior to the deadline stated in Paragraph 6.1 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendants.

3.2. Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:

3.2.1. Class Representative Service Payment to Plaintiff. A Class Representative Service Payment to the Class Representative of not more than seventy-five hundred dollars and zero cents (\$7,500.00) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). Defendants will not oppose

1 Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part
2 of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek
3 Court approval for any Class Representative Service Payments no later than 16 court days prior to the
4 Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the
5 amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The
6 Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes
7 full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

8 3.2.2. Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment to
9 Class Counsel. A Class Counsel Fees Payment of not more than one-third (1/3) of the Gross Settlement
10 Amount, which is currently estimated to be one hundred eighty-three thousand, three hundred thirty-three
11 dollars and thirty-three cents (\$183,333.33) and a Class Counsel Litigation Expenses Payment of not more
12 than twenty thousand dollars and zero cents (\$20,000.00). Defendants will not oppose requests for these
13 payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for
14 Class Counsel Fees Payment and Class Litigation Expenses Payment no later than 16 court days prior to
15 the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel
16 Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the
17 remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any
18 other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or
19 Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment
20 and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full
21 responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel
22 Litigation Expenses Payment and holds Defendants harmless, and indemnifies Defendants, from any
23 dispute or controversy regarding any division or sharing of any of these Payments.

24 3.2.3. Administrator Expenses Payment to the Administrator. An Administrator Expenses
25 Payment not to exceed fifteen thousand dollars and zero cents (\$15,000.00) except for a showing of good
26 cause and as approved by the Court. To the extent the Administration Expenses are less or the Court
27 approves payment less than \$15,000.00, the Administrator will retain the remainder in the Net Settlement
28 Amount.

3.2.4. Individual Class Payments to Each Participating Class Member. An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.4.1. Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. Eighty percent (80%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for interest and penalties (the "Non-Wage Portion"). The Non-Wage Portions are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2. Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5. PAGA Penalties to the LWDA and Aggrieved Employees. PAGA Penalties in the amount of one hundred thousand dollars and zero cents (\$100,000.00) to be paid from the Gross Settlement Amount, with 75%, i.e., seventy-five thousand dollars and zero cents (\$75,000.00) allocated to the LWDA PAGA Payment and 25% i.e., twenty-five thousand dollars and zero cents (\$25,000.00) allocated to the Individual PAGA Payments.

3.2.5.1. Individual PAGA Payments to Aggrieved Employees. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of the one hundred thousand dollars and zero cent (\$100,000.00) amount in PAGA Penalties by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2. Tax Allocation of Individual PAGA Payments. If the Court approves PAGA Penalties of less than the amount requested, the Administrator will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Estimated Class Member Workweeks and Aggrieved Employee Pay Periods. Based on a review of its records during the Class Period, Defendants estimates there are 287 Class Members, who collectively worked approximately 11,000 Workweeks, of whom 64 are Aggrieved Employees, who worked approximately 1,168 PAGA Pay Periods.

4.2. Defendants' Transfer of Class Data to the Administrator. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendants will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under this Agreement. Defendants has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendants must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3. Defendants' Funding of Gross Settlement Amount. Defendants shall fully fund the Gross Settlement Amount, and also fund the amounts necessary to fully pay Defendants' share of payroll taxes by transmitting the funds to the Administrator no later than 14 days after the Effective Date.

4.4. Administrator's Payments from the Gross Settlement Amount. Within 14 days after Defendants fund the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel

Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1. Administrator's National Change of Address Search and Individual Class Payment and/or Individual PAGA Payment Mailings by First Class U.S. Mail. The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2. Administrator's Re-Mailing of Undelivered and Returned Individual Class Payment and/or Individual PAGA Payment Checks. The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3. Administrator's Transfer of Void Individual Class Payment and Individual PAGA Payment Amounts to the State Unclaimed Property Division. For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall pay the amount of the Individual Class Payment to the California State Controller's

Office in accordance with California Unclaimed Property Law so that the Class Member will have his or her Individual Class Payment available to him or her per the applicable claim procedure to request that money from the State of California. Therefore, there will be no unpaid residue or unclaimed or abandoned class member funds and the California Code of Civil Procedure section 384 shall not apply.

4.4.4. No Employee Benefits Conferred as a Result of Individual Class Payments and/or Individual PAGA Payments. The payment of Individual Class Payments and Individual PAGA Payments shall not obligate Defendants to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. RELEASES OF CLAIMS. Effective on the date when Defendants fully fund the entire Gross Settlement Amount and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1. Plaintiff's General Release of Known and Unknown Claims in Addition to the Release of Released Claims Against Defendants. Plaintiff and his former and present spouses, representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences up to the signing of this Agreement, including any claims or causes of action related to his employment with Defendants ("Plaintiff's General Release"). Plaintiff's Release does not extend to any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

5.1.1. Plaintiff's Waiver of Rights Under California Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of Section 1542 of the California Civil Code, which reads:

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release,

1 and that if known by him or her would have materially affected his or her settlement
2 with the debtor or Released Party.

3 5.2. Release of "Released Claims" by Participating Class Members Who Are Not Aggrieved
4 Employees. All Participating Class Members, on behalf of themselves and their respective former and
5 present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released
6 Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period
7 facts stated in the Operative Complaint and ascertained in the course of the Action including, e.g., all
8 claims, rights, demands, liabilities and causes of action arising during the Class Period that were alleged
9 or reasonably could have been alleged based on the facts asserted in the operative complaint in the Action,
10 including the following claims or causes of action: (1) failure to pay minimum wages; (2) failure to pay
11 overtime wages; (3) failure to provide required meal periods; (4) failure to provide required rest periods;
12 (5) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (6) failure
13 to furnish accurate itemized wage statements; (7) failure to pay timely and all wages due to discharged
14 and quitting employees; (8) unfair and unlawful business practices; and (9) civil penalties pursuant to
15 PAGA and includes the release of PAGA Claims. Except as set forth in Section 5.3 of this Agreement,
16 Participating Class Members do not release any other claims, including claims for vested benefits,
17 wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance,
18 disability, social security, workers' compensation, or claims based on facts occurring outside the Class
19 Period.

20 5.3. Release by Non-Participating Class Members Who Are Aggrieved Employees. All Non-
21 Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of
22 themselves and their respective former and present representatives, agents, attorneys, heirs,
23 administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were
24 alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative
25 Complaint and the PAGA Notice and ascertained in the course of the Action including, e.g., all claims,
26 rights, demands, liabilities and causes of action arising during the PAGA Period that were alleged or
27 reasonably could have been alleged based on the facts asserted in the operative complaint in the Action,
28 including the following claims or causes of action: (1) failure to pay minimum wages; (2) failure to pay

overtime wages; (3) failure to provide required meal periods; (4) failure to provide required rest periods; (5) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (6) failure to furnish accurate itemized wage statements; (7) failure to pay timely and all wages due to discharged and quitting employees; (8) unfair and unlawful business practices; (9) civil penalties pursuant to PAGA and includes the release of PAGA Claims; and (10) all related violations of the Industrial Wage Commission's Wage Orders based on all claims, rights, demands, liabilities and causes of action arising during the PAGA Period that were alleged or reasonably could have been alleged based on the facts asserted in the operative complaint in the Action.

6. MOTION FOR PRELIMINARY APPROVAL. The Parties agree to jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for Preliminary Approvals.

6.1. Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its "not to exceed" bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members and the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties' Agreement showing all modifications made to the

Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members and/or the Administrator. In their Declarations, Plaintiff and Class Counsel Declaration shall aver that they are aware of the other pending actions that assert claims that will be extinguished or adversely affected by the Settlement.

6.2. Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than 15 days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.3. Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. **SETTLEMENT ADMINISTRATION.**Selection of Administrator. The Parties have jointly selected Simpluris, Inc. to serve as the Administrator and verified that, as a condition of appointment, Simpluris, Inc. agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.

7.2. Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of calculating payroll tax withholdings and providing reports state and federal tax authorities.

7.3. Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.

7.4. Notice to Class Members.

7.4.1. Administrator's Report of Class Data Receipt. No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks, and Pay Periods in the Class Data.

7.4.2. Administrator's National Change of Address Search and Prompt Mailing of Class Notices by First Class U.S. Mail. Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail, the Class Notice [with Spanish translation, if applicable] substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of Workweeks and PAGA Pay Periods (if applicable) used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.3. Administrator's Re-Mailing of Undelivered and Returned Class Notices. Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4. Class Member Response Deadline Extension for Re-Mailed Class Notices. The deadlines for Class Members' written objections, Challenges to Workweeks and/or Pay Periods, and Requests for Exclusion will be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5. The Parties' Identification of Potential Class Members Not Included in the Class Data. If the Administrator, Defendants or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, in good faith, in an effort

1 to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class
2 Members entitled to the same rights as other Class Members, and the Administrator will send, via email
3 or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later
4 than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

5 7.5. Requests for Exclusion (Opt-Outs).

6 7.5.1. Class Member Opt-Out Request Requirements. Class Members who wish to
7 exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail,
8 a signed written Request for Exclusion not later than 45 days after the Administrator mails the Class
9 Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for
10 Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the
11 Class Member's election to be excluded from the Settlement and includes the Class Member's name,
12 address and email address or telephone number. To be valid, a Request for Exclusion must be timely
13 faxed, emailed, or postmarked by the Response Deadline.

14 7.5.2. Administrator's Determination of Opt-Out Request Validity. The Administrator
15 may not reject a Request for Exclusion as invalid because it fails to contain all the information specified
16 in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator
17 can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to
18 be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible
19 to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the
20 Administrator may demand additional proof of the Class Member's identity. The Administrator's
21 determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

22 7.5.3. Binding Nature of Released Claims on Class Members who do Not Timely Request
23 Exclusion. Every Class Member who does not submit a timely and valid Request for Exclusion is deemed
24 to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms
25 and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs
26 5.2 and 5.3 of this Agreement, regardless whether the Participating Class Member actually receives the
27 Class Notice or objects to the Settlement.

28 7.5.4. No Release of Released Claims by Class Members who Timely Request Exclusion.

Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 6.4 of this Agreement and are eligible for an Individual PAGA Payment.

7.6. Challenges to Calculation of Workweeks. Each Class Member shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Class Workweeks and PAGA Pay Periods (if any) allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Workweeks and/or Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7. Objections to Settlement.

7.7.1. Participating Class Member Objections. Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2. Participating Class Member Objections Requirements. Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than 45 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

1 7.7.3. Non-Participating Class Members' Lack of Rights to Object to the Settlement. Non-
2 Participating Class Members have no right to object to any of the class action components of the
3 Settlement.

4 7.8. Administrator Duties. The Administrator has a duty to perform or observe all tasks to be
5 performed or observed by the Administrator contained in this Agreement or otherwise.

6 7.8.1. Website, Email Address and Toll-Free Number. The Administrator will establish
7 and maintain and use an internet website to post information of interest to Class Members including the
8 date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion
9 for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the
10 Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class
11 Representative Service Payment, the Final Approval and the Judgment. The Administrator will also
12 maintain and monitor an email address and a toll-free telephone number to receive Class Member calls,
13 faxes and emails.

14 7.8.2. Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will
15 promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days
16 after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a
17 list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of
18 Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names
19 and other identifying information of Class Members who have submitted invalid Requests for Exclusion;
20 (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

21 7.8.3. Weekly Reports. The Administrator must, on a weekly basis, provide written
22 reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices
23 mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid)
24 received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and
25 checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The
26 Weekly Reports must include provide the Administrator's assessment of the validity of Requests for
27 Exclusion and attach copies of all Requests for Exclusion and objections received.

28 7.8.4. Workweek and/or Pay Period Challenges. The Administrator has the authority to

1 address and make final decisions consistent with the terms of this Agreement on all Class Member
2 challenges over the calculation of Workweeks and/or Pay Periods. The Administrator's decision shall be
3 final and not appealable or otherwise susceptible to challenge.

4 7.8.5. Administrator's Declaration. Not later than 14 days before the date by which
5 Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide
6 to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due
7 diligence and compliance with all of its obligations under this Agreement, including, but not limited to,
8 its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices,
9 attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received
10 (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator
11 will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is
12 responsible for filing the Administrator's declaration(s) in Court.

13 7.8.6. Final Report by Settlement Administrator. Within 10 days after the Administrator
14 disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and
15 Defense Counsel with a final report detailing its disbursements by employee identification number only
16 of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the
17 Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration
18 suitable for filing in Court attesting to its disbursement of all payments required under this Agreement.
19 Class Counsel is responsible for filing the Administrator's declaration in Court.

20 **8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.**

21 8.1. Class Size Estimate. The Based on a review of its records during the Class Period,
22 Defendants estimates there are 287 Class Members, who collectively worked approximately 11,000
23 Workweeks, of whom 64 are Aggrieved Employees, who worked approximately 1,168 PAGA Pay
24 Periods.

25 8.2. Gross Settlement Amount Escalator Clause. If the number of Workweeks Class Members
26 worked during the Class Period exceeds 11,000 Workweeks by more than eight percent (8%) (i.e., by
27 more than 11,880 Workweeks), then the Gross Settlement Amount shall increase in an amount equal to
28 the percentage increase in the Workweeks worked by Class Members over eight percent (8%). For

example, if the number of Workweeks increases by ten percent (10%), then the Gross Settlement Amount shall increase by two percent (2%).

9. DEFENDANTS' RIGHT TO WITHDRAW. If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ten percent (10%) of the total of all Class Members, Defendants may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if Defendants withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, Defendants will remain responsible for paying all Settlement Administration Expenses incurred to that point. Defendants must notify Class Counsel and the Court of its election to withdraw not later than seven (7) days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

10. MOTION FOR FINAL APPROVAL. Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code Section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven (7) days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

10.1. Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five (5) court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

10.2. Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

1 10.3. Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the
2 Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i)
3 enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii)
4 addressing such post-Judgment matters as are permitted by law.

5 10.4. Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and
6 conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel
7 Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel,
8 and all Participating Class Members who did not object to the Settlement as provided in this Agreement,
9 waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate
10 proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and
11 appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or
12 appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement
13 will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except
14 as to matters that do not affect the amount of the Net Settlement Amount.

15 10.5. Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the
16 reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material
17 modification of this Agreement (including, but not limited to, the scope of release to be granted by Class
18 Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work
19 together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of
20 Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after
21 remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class
22 Representative Service Payment or any payments to Class Counsel shall not constitute a material
23 modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement
24 Amount remains unchanged.

25 **11. AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure
26 Section 384, the Parties will work together in good faith to jointly submit and a proposed amended
27 judgment.

28 **12. ADDITIONAL PROVISIONS.**

12.1. No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by Defendants that any of the allegations in the Operative Complaint have merit or that Defendants has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendants' defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, Defendants reserves the right to contest certification of any class for any reasons, and Defendants reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest Defendants' defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2. Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; or (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, Defendants and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to

1 Class Members.

2 12.3. No Solicitation. The Parties separately agree that they and their respective counsel and
3 employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the
4 Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate
5 with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

6 12.4. Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement
7 together with its attached exhibits shall constitute the entire agreement between the Parties relating to the
8 Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to
9 or by any Party.

10 12.5. Attorney Authorization. Class Counsel and Defense Counsel separately warrant and
11 represent that they are authorized by Plaintiff and Defendants, respectively, to take all appropriate action
12 required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and
13 to execute any other documents reasonably required to effectuate the terms of this Agreement including
14 any amendments to this Agreement.

15 12.6. Cooperation. The Parties and their counsel will cooperate with each other and use their best
16 efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement
17 Agreement, submitting supplemental evidence and supplementing points and authorities as requested by
18 the Court. In the event the Parties are unable to agree upon the form or content of any document necessary
19 to implement the Settlement, or on any modification of the Agreement that may become necessary to
20 implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

21 12.7. No Prior Assignments. The Parties separately represent and warrant that they have not
22 directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to
23 any person or entity and portion of any liability, claim, demand, action, cause of action, or right released
24 and discharged by the Party in this Settlement.

25 12.8. No Tax Advice. Neither Plaintiff, Class Counsel, Defendants nor Defense Counsel are
26 providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as
27 such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended)
28 or otherwise.

12.9. Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

12.10. Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

12.11. Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

12.12. Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

12.13. Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

12.14. Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence Code Section 1152, and all copies and summaries of the Class Data provided to Class Counsel by Defendants in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received from Defendants unless, prior to the Court's discharge of the Administrator's obligation, Defendants makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.

12.15. Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

12.16. Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal

1 legal holiday, such date or deadline shall be on the first business day thereafter.

2 12.17. Notice. All notices, demands or other communications between the Parties in connection
3 with this Agreement will be in writing and deemed to have been duly given as of the third business day
4 after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

5 To Plaintiff:

6 Kane Moon (Cal. SBN 249834)
7 Roy K. Suh (Cal. SBN 283988)
8 **MOON & YANG, APC**
9 1055 West Seventh Street, Suite 1880
10 Los Angeles, California 90017
11 Telephone: (213) 232-3128
12 Facsimile: (213) 232-3125

13 To Defendants:

14 Jason E. Barsanti (Cal. SBN 235807)
15 **COZEN O'CONNOR**
16 501 West Broadway, Suite 1610
17 San Diego, California 92101
18 Telephone: (619) 234-1700
19 Facsimile: (619) 234-7831

20 Brett Greving (Cal. SBN 270883)
21 **COZEN O'CONNOR**
22 101 Montgomery Street, Suite 1400
23 San Francisco, California 94104
24 Telephone: (415) 644-0914
25 Facsimile: (415) 644-0978

26 12.18. Execution in Counterparts. This Agreement may be executed in one or more counterparts
27 by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be
28 accepted as an original. All executed counterparts and each of them will be deemed to be one and the same
instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed
counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19. Stay of Litigation. The Parties agree that upon the execution of this Agreement the
litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that
upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a
case to trial under CCP section 583.310 for the entire period of this settlement process.

*** * * Remainder of Page Intentionally Blank – Signature Page Follows * * ***

1 DATED: _____

**Plaintiff JORGE ARRIAGA, individually, and
on behalf of all others similarly situated**

3 By: _____
4 JORGE ARRIAGA

5 DATED: January 6, 2023

**Defendants AIRLINE TECH REPS, LLC, STS
AVIATION GROUP, LLC, STS AVIATION
SERVICES – TANK TIGERS, LLC, STS
TECHNICAL SERVICES, LLC; MEM
BUSINESS LLC, TECHNICAL SERVICES
LLC, STS SERVICES, LLC and TACTICAL
WORKFORCE SOLUTIONS, LLC**

9 By:  _____
10 JEFF DEVINE

11 Director of Human Resources and General Counsel
12 On behalf of Defendants AIRLINE TECH REPS,
13 LLC, STS AVIATION GROUP, LLC, STS
14 AVIATION SERVICES – TANK TIGERS, LLC,
15 STS TECHNICAL SERVICES, LLC; MEM
16 BUSINESS LLC, TECHNICAL SERVICES LLC,
17 STS SERVICES, LLC and TACTICAL
18 WORKFORCE SOLUTIONS, LLC

15 **APPROVED AS TO FORM:**

16 DATED: _____

MOON & YANG, APC

18 By: _____
19 KANE MOON
20 ROY K. SUH

21 Attorneys for Plaintiff JORGE ARRIAGA,
22 individually, and on behalf of all others similarly
23 situated

22 DATED: January 6, 2023

COZEN O'CONNOR

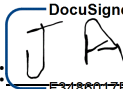
24 By:  _____
25 JASON E. BARSANTI
26 BRETT GREVING

27 Attorneys for Defendants AIRLINE TECH REPS,
28 LLC, STS AVIATION GROUP, LLC, STS
AVIATION SERVICES – TANK TIGERS, LLC,
STS TECHNICAL SERVICES, LLC; MEM
BUSINESS LLC, TECHNICAL SERVICES LLC,
STS SERVICES, LLC and TACTICAL
WORKFORCE SOLUTIONS, LLC

1 DATED: 1/7/2023

**Plaintiff JORGE ARRIAGA, individually, and
on behalf of all others similarly situated**

DocuSigned by:

By: 
JORGE ARRIAGA

5 DATED: _____

**Defendants AIRLINE TECH REPS, LLC, STS
AVIATION GROUP, LLC, STS AVIATION
SERVICES – TANK TIGERS, LLC, STS
TECHNICAL SERVICES, LLC; MEM
BUSINESS LLC, TECHNICAL SERVICES
LLC, STS SERVICES, LLC and TACTICAL
WORKFORCE SOLUTIONS, LLC**

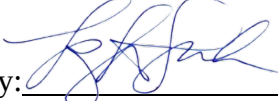
By: _____
JEFF DEVINE

Director of Human Resources and General Counsel
On behalf of Defendants AIRLINE TECH REPS,
LLC, STS AVIATION GROUP, LLC, STS
AVIATION SERVICES – TANK TIGERS, LLC,
STS TECHNICAL SERVICES, LLC; MEM
BUSINESS LLC, TECHNICAL SERVICES LLC,
STS SERVICES, LLC and TACTICAL
WORKFORCE SOLUTIONS, LLC

APPROVED AS TO FORM:

16 DATED: January 7, 2023

MOON & YANG, APC

By: 
KANE MOON
ROY K. SUH

Attorneys for Plaintiff JORGE ARRIAGA,
individually, and on behalf of all others similarly
situated

22 DATED: _____

COZEN O’CONNOR

By: _____
JASON E. BARSANTI
BRETT GREVING

Attorneys for Defendants AIRLINE TECH REPS,
LLC, STS AVIATION GROUP, LLC, STS
AVIATION SERVICES – TANK TIGERS, LLC,
STS TECHNICAL SERVICES, LLC; MEM
BUSINESS LLC, TECHNICAL SERVICES LLC,
STS SERVICES, LLC and TACTICAL
WORKFORCE SOLUTIONS, LLC

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EXHIBIT A

([PROPOSED] COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL)

**COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE
FOR FINAL COURT APPROVAL**

Arriaga v. Airline Tech Reps, LLC, et al, Los Angeles Superior Court, Case No. 21STCV45061

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against Airline Tech Reps, LLC, STS Aviation Group, LLC, STS Aviation Services – Tank Tigers, LLC, STS Technical Services, LLC; MEM Business LLC, Technical Services LLC, STS Services, LLC and Tactical Workforce Solutions, LLC (collectively "STS" or "Defendants") for alleged wage and hour violations. The Action was filed by former STS employee Jorge Arriaga ("Plaintiff") and seeks payment of (1) back wages for a class of hourly, non-exempt employees ("Class Members") who worked for STS during the Class Period December 1, 2017 to August 31, 2022; and (2) penalties under the California Private Attorney General Act ("PAGA") for all hourly, non-exempt employees who worked for STS during the PAGA Period January 28, 2021 to August 31, 2022 ("Aggrieved Employees").

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

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

The above estimates are based on STS's records showing that **you worked [Workweeks in Class Data] workweeks during the Class Period and you worked [Pay Periods in Class Data] pay periods** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See **Section 4** of this Notice.

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

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

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

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

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement	If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against STS and Released Parties (defined below) that are covered by this Settlement (Released Claims).
You Can Opt-out of the Class Settlement but not the PAGA Settlement The Opt-out Deadline is [45 Days after Class Notice Mailing]	If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice. You cannot opt-out of the PAGA portion of the proposed Settlement. STS must pay Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).
Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement Written Objections Must be Submitted by [45 Days after Class Notice Mailing]	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Settlement. The Court's decision whether to finally approve the Settlement will include a determination of how much will be paid to Class Counsel and Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. See Section 7 of this Notice.
You Can Participate in the [Date - TBD] Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on [Date - TBD]. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.
You Can Challenge the Calculation of Your Workweeks/Pay Periods Written Challenges Must be Submitted by [45 Days after Class Notice Mailing]	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number Class Period Workweeks and number of PAGA Period Pay Periods you worked according to STS's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by [45 Days after Class Notice Mailing]. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a former STS employee. The Action accuses STS of violating California labor laws by (1) failing to pay minimum wages; (2) failing to pay overtime wages; (3) failing to provide required meal periods; (4) failing to provide required rest periods; (5) failing to indemnify employees for necessary expenditures incurred in discharge of duties; (6) failing to furnish accurate itemized wage statements; (7) failing to pay timely and all wages due to discharged and quitting employees; and (8) for unfair and unlawful business practices. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code

§§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action: Moon & Yang, APC (“Class Counsel.”)

STS strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws.

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

So far, the Court has made no determination whether STS or Plaintiff is correct on the merits.

In the meantime, Plaintiff and STS hired an experienced, neutral mediator and participated in an all-day mediation that involved the extensive informal exchange of information including STS’s written wage and hour policies and a sampling of Class Member time and pay records in an effort to resolve the Action by negotiating and to end the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and STS have negotiated a proposed Settlement that is subject to the Court’s Final Approval. Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, STS does not admit any violations or concede the merit of any claims.

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

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

1. STS Will Pay No Less Than \$550,000.00 as the Gross Settlement Amount (Gross Settlement). STS has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, STS will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

2. Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiff and/or Class Counsel will ask the Court to approve the following deductions from the Gross Settlement, the amounts of which will be decided by the Court at the Final Approval Hearing:

- A. Up to \$183,333.33 or one-third (1/3) of the Gross Settlement Amount to Class Counsel for attorneys’ fees and up to \$20,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$7,500.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff’s Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$15,000.00 to the Administrator for services administering the Settlement.
- D. Up to \$100,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

3. Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

4. Taxes Owed on Payments to Class Members. Plaintiff and STS are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to non-wage penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. STS will separately pay employer payroll taxes it owes on the Wage Portion. The Individual PAGA Payments are counted as penalties rather than wages for tax purposes. The Administrator will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments on IRS 1099 Forms.

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

5. Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don’t cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller’s Unclaimed Property Fund in your name.

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

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [45 Days after Class Notice Mailing], that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [45 Days after Class Notice Mailing] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against STS.

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

7. The Proposed Settlement Will be Void if the Court Denies Final Approval. It is possible the Court will decline to grant Final Approval of the Settlement or decline to enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and STS have agreed that, in either case, the Settlement will be void: STS will not pay any money and Class Members will not release any claims against STS.

8. Administrator. The Court has appointed a neutral company, [Proposed TPA - Simpluris, Inc.] (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Workweeks, mail and re- mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator’s contact information is contained in Section 9 of this Notice.

9. Participating Class Members’ Release. After the Judgment is final and STS has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class

Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against STS or any “Released Parties” for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims that were alleged, or reasonably could have been alleged, based on the Class Period facts stated in the Operative Complaint and ascertained in the course of the Action including, e.g., all claims, rights, demands, liabilities and causes of action arising during the Class Period that were alleged or reasonably could have been alleged based on the facts asserted in the operative complaint in the Action, including the following claims or causes of action: (1) failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide required meal periods; (4) failure to provide required rest periods; (5) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (6) failure to furnish accurate itemized wage statements; (7) failure to pay timely and all wages due to discharged and quitting employees; (8) unfair and unlawful business practices; and (9) civil penalties pursuant to PAGA and includes the release of PAGA Claims. Except as may be released under the PAGA Release (explained below), Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.

“Released Parties” means:

STS and each of their past, present and future subsidiaries, parents, affiliated and related companies, divisions, successors, predecessors or assigns; and their past, present, and future officers, directors, shareholders, partners, agents, insurers, employee, advisors, accountants, representatives, trustees, heirs, executors, administrators, predecessors, successors or assigns, and includes Airplanes LLC, Cannon Aviation Modification and Repair LLC, and STS Engineering Services.

10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and STS has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against STS, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against STS or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees’ Releases for Participating and Non-Participating Class Members are as follows:

All Participating and Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice and ascertained in the course of the Action including, e.g., all claims, rights, demands, liabilities and causes of action arising during the PAGA Period that were alleged or reasonably could have been alleged based on the facts asserted in the operative complaint in the Action, including the following claims or causes of action: (1)

failure to pay minimum wages; (2) failure to pay overtime wages; (3) failure to provide required meal periods; (4) failure to provide required rest periods; (5) failure to indemnify employees for necessary expenditures incurred in discharge of duties; (6) failure to furnish accurate itemized wage statements; (7) failure to pay timely and all wages due to discharged and quitting employees; (8) unfair and unlawful business practices; (9) civil penalties pursuant to PAGA and includes the release of PAGA Claims; and (10) all related violations of the Industrial Wage Commission's Wage Orders based on all claims, rights, demands, liabilities and causes of action arising during the PAGA Period that were alleged or reasonably could have been alleged based on the facts asserted in the operative complaint in the Action.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

1. Individual Class Payments. The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.
2. Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of Class Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in STS's records, are stated in the first page of this Notice. You have until **[45 Days after Class Notice Mailing]** to challenge the number of Workweeks and/or Pay Periods credited to you. You can submit your challenge by signing and sending a letter to the Administrator via mail, email or fax. Section 9 of this Notice has the Administrator's contact information.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept STS's calculation of Workweeks and/or Pay Periods based on STS's records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendants' Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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

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

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

Submit a written and signed letter with your name, present address, telephone number, and a simple statement that you do not want to participate in the Settlement. The Administrator will exclude you based on any writing communicating your request be excluded. Be sure to personally sign your request, identify the Action as "*Arriaga v. Airline Tech Reps*" and include your identifying

information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. **The Administrator must be sent your request to be excluded by [45 Days after Class Notice Mailing], or it will be invalid.** Section 9 of the Notice has the Administrator's contact information.

7. HOW DO I OBJECT TO THE SETTLEMENT?

Only Participating Class Members have the right to object to the Settlement. Before deciding whether to object, you may wish to see what Plaintiff and STS are asking the Court to approve. At least [Date - 16 court days] days before the [Date - TBD] Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website [Proposed TPA - Simpluris, Inc. website address] or the Superior Court's website (<https://www.lacourt.org/casesummary/ui/>).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiff are too high or too low. **The deadline for sending written objections to the Administrator is [45 Days after Class Notice Mailing].** Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action "*Arriaga v. Airline Tech Reps*" and include your name, current address, telephone number, and approximate dates of employment for STS and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on [Date - TBD] at [Time - TBD] in Department 7 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://my.lacourt.org/laccwelcome>) Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Superior Court's website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 21STCV45061 beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything STS and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to [Proposed TPA - Simpluris, Inc.]'s website at [Proposed TPA - Simpluris, Inc. website address]. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to: <https://www.lacourt.org/casesummary/ui/> and entering the Case Number for the Action, Case No. 21STCV45061. You can also make an appointment to personally review court

documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

Kane Moon (Cal. SBN 249834)
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Telephone: (213) 232-3128
Facsimile: (213) 232-3125

Settlement Administrator:

[Proposed TPA - Simpluris, Inc.]
[Proposed TPA - Simpluris, Inc. Email Address]
[Proposed TPA - Simpluris, Inc. Mailing Address]
[Proposed TPA - Simpluris, Inc. Telephone]
[Proposed TPA - Simpluris, Inc. Fax Number]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you should consult the Unclaimed Property Fund's website (https://www.sco.ca.gov/upd_msg.html) for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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