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Attorneys for Plaintiff
JENNIFER FINE

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

JENNIFER FINE, as an individual and on
behalf of all others similarly situated,

Plaintiff,

vs.

DAL GLOBAL SERVICES, INC., a
Delaware corporation; UNIFI
AVIATION, LLC, a Delaware limited
liability company; and DOES 1 through
100, inclusive,

Defendants.

Case No.: 22STCV23857

[Assigned to Hon. Robert B. Broadbelt; Dept. 53]

**DECLARATION OF PLAINTIFF
JENNIFER FINE IN SUPPORT OF
PLAINTIFF'S MOTION FOR
SETTLEMENT APPROVAL OF CLAIMS
BROUGHT UNDER THE PRIVATE
ATTORNEYS GENERAL ACT AND
REASONABLE ATTORNEYS' FEES,
COSTS, AND ENHANCEMENT AWARD**

Date: November 13, 2024

Time: 10:00 a.m.

Dept.: 53

Reservation ID: 099330215170

Complaint Filed: July 25, 2022

Trial Date: May 8, 2024

1 **DECLARATION OF JENNIFER FINE**

2 I, JENNIFER FINE, declare as follows:

3 1. I am an individual over the age of 18 and the named plaintiff in this matter. This
4 declaration is submitted in support of approval of the proposed Private Attorneys General Act
5 (“PAGA”) settlement (“Settlement”) reached in this case. I have personal knowledge of the facts
6 stated in this declaration and could testify competently to them if called upon to do so.

7 2. Unifi Aviation, LLC f/k/a DAL Global Services, Inc. (“Defendant”) does business
8 by providing aviation ground handling services providers, providing services such as aircraft
9 ground handling, customer service, ticketing, aircraft maintenance, cargo handling, and many
10 other aviation-related services at airports throughout California and the United States.

11 3. I was employed by Defendant as a non-exempt Customer Service Representative
12 from approximately July 2019 until approximately September 2021. While working for
13 Defendant, I was subject to Defendant’s wage and hour and other HR-related practices.

14 4. During my employment, I contend that Defendant had a consistent policy of failing
15 to provide suitable seats to myself and other employees at locations within the airports where the
16 nature of the work reasonably permits the use of a suitable seat, including at the ticketing desks,
17 boarding gates and boarding podiums. Further, when I worked at the ticketing gate, boarding
18 gates and boarding podiums, I believe that the nature of the work allowed for a suitable seat to be
19 provided, but Defendant did not make a suitable seat available at these locations.

20 5. It is also my belief that there were very often significant lulls in operations due to
21 flight delays and lack of customers during which time I had to remain at her work station but
22 could easily been seated. Instead, I was forced to stand while working at these locations and
23 during lulls in operations.

24 6. I retained Haines Law Group, APC and Lidman Law, APC to represent me in my
25 suitable seating claim against Defendant.

26 7. At the time of filing this lawsuit, I understood that this lawsuit had the chance to
27 benefit my former co-workers and current employees of Defendant by helping them recover
28

unpaid penalties for suitable seating violations. As the named Plaintiff I knew that I would be taking on certain risks that the other employees wouldn't have to bear. I knew that there was a risk that I could be liable for Defendant's costs if we lost the case. I accepted these risks because I wanted Defendant to compensate its former employees and to fix its pay practices. Even though I understood that joining a lawsuit is a public record and could stigmatize me and may affect my future employability because employers do not like to hire employees who have filed lawsuits against their prior employers, I accepted that burden for the benefit of other employees of Defendant. Indeed, if I had not sought legal representation to enforce California's labor laws, I do not believe my former co-workers of Defendant and California's Labor and Workforce Development Agency ("LWDA"), which I understand receives a portion of the proposed settlement, would receive any of these funds. Without counsel and my assistance, I do not believe we would have gotten the proposed settlement.

8. After the lawsuit was filed, I continued to work closely with my lawyers. I worked with my lawyers to prepare for the mediation and was available that day for any questions that arose. I spent time discussing the proposed settlement with my attorneys. I wanted to understand everything before I signed it. I believed I represented the aggrieved employees and the LWDA to the best of my ability and put the interests of the aggrieved employees ahead of my own. I estimate that I have spent 15-20 hours on this case.

9. As part of the proposed Settlement, I have also agreed to a full release of claims related to my employment with Defendant that extends beyond the release of claims applicable to the other Aggrieved Employees.

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1 10. I understand that my attorneys will request that the Court award me an
2 enhancement award of \$5,000.00 for my service and efforts on the case. This proposed \$5,000.00
3 enhancement award is not contingent upon me supporting the proposed Settlement.

4 I declare under penalty of perjury under the laws of the United States and state of
5 California that the foregoing is true and correct. Executed on 3/11/2024, 2024 at Moreno Valley,
6 California.

DocuSigned by:
Jennifer Fine
4AEDE373FF55401...

Jennifer Fine