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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 SCOTT M.
LIDMAN 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.

Department: 53

Reservation ID: 099330215170

Complaint Filed: July 25, 2022

Trial Date: None Set

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DECLARATION OF SCOTT M. LIDMAN

I, SCOTT M. LIDMAN, declare as follows:

1. I am a shareholder and principal of the law firm Lidman Law, APC, and counsel for the named Plaintiff Jennifer Fine ("Plaintiff") in the above-captioned matter. I am a member in good standing of the bar of the State of California and am admitted to practice in this Court. I have personal knowledge of the facts stated in this declaration and could testify competently to them if called upon to do so.

2. I am a 1998 graduate of Santa Clara University School of Law, where I graduated *summa cum laude*. During law school, I worked as a summer associate for the international employment law firm of Littler Mendelson, P.C., located in Los Angeles, California.

3. Since graduating from law school, my practice has focused exclusively on employment litigation. In September 1998, I began working as an associate attorney at the international law firm of Littler Mendelson P.C., at its Los Angeles office, which according to its website is the largest law firm in the world exclusively devoted to representing management in employment, employee benefits and labor law matters.

4. In 2000, I left Littler Mendelson to work at the Los Angeles office of Jones Day, which was at the time one of the largest international firms in the world. During my employment at Jones Day, I worked exclusively in the labor and employment department. In or around 2003, I went to work at the law firm of Loeb & Loeb, again working exclusively in the Labor & Employment department. In 2008, I returned to Littler Mendelson, was promoted to Shareholder in 2009, and from 2008 until the end of 2017, I practiced exclusively labor and employment law, with a strong emphasis and most of my time working on wage and hour class actions venued in both state and federal courts. During that time and my legal career in general, I also worked on a number of single and multi-plaintiff wage and hour matters as well.

5. During my employment at Littler Mendelson, I played a significant role in the class actions that I was staffed on, and ran many on my own both as an Of Counsel and as a Shareholder. In particular, I received a wide-array of wage and hour class action experience performing the following

1 types of tasks: drafting demurrers, motions to strike and/or dismiss; removing actions from state court
2 to federal court; drafting and responding to written discovery; drafting and opposing discovery related
3 motions; arguing discovery related motions; drafting motions to consolidate related matters;
4 interviewing putative class members and obtaining declarations in connection with class certification;
5 drafting oppositions to motions for class certification; drafting motions for decertification following
6 class certification; conducting exposure analyses to assess the strengths and weaknesses of asserted
7 claims, the likelihood of prevailing at class certification and potential damages resulting from such
8 claims; drafting mediation briefs; serving as the primary contact to in-house counsel; deposing named
9 plaintiffs and putative class members; deposing retained expert witnesses; and defending the depositions
10 of corporate witnesses. I also was involved in the negotiations and settlements of many large wage and
11 hour class actions. In short, I played an integral role in all aspects of litigation from the inception of a
12 matter through and beyond class certification. I also supervised the work of several junior attorneys
13 who were staffed on the same wage and hour class actions.

14 6. Although not exhaustive, below is a list of many of the wage and hour class and PAGA
15 actions that I performed substantial work on while I was a shareholder at Littler Mendelson:

- 16 ► *Ortega v. J.B. Hunt Transport, Inc.*, Case No. 07-cv-8336-RGK-AFMx, United
17 States District Court, Central District of California, Honorable Gary Klausner,
18 presiding¹.
- 19 ► *Aceves v. J.B. Hunt Transport, Inc.*, Case No. CIVDS1306133, California
20 Superior Court, County of San Bernardino, Honorable Michael Sachs, presiding.
- 21 ► *Moreno v. J.B. Hunt Transport, Inc.*, Case No. BC388612, California Superior
22 Court, County of Los Angeles, Honorable Mel Red Recana, presiding.
- 23 ► *Newcomb v. J.B. Hunt Transport, Inc.*, Case No. RG16815734, California
24 Superior Court, County of Alameda, Honorable Winifred Smith, presiding.

27 ¹ My work on this matter including proceedings not only in District Court, but also work before the United States Court of
28 Appeals for the Ninth Circuit as well as the United States Supreme Court.

- 1 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. 12-cv-08590-PA-MAN,
2 United States District Court, Central District of California, Honorable Percy
3 Anderson, presiding.
- 4 ► *Vaquero v. Stoneledge Furniture, LLC, et al.*, Case No. BC388612, California
5 Superior Court, County of Los Angeles, Honorable Elihu Berle, presiding.²
- 6 ► *Dugan v. Stoneledge Furniture, LLC*, Case No. 16-cv-01125-PA-FFMx, United
7 States District Court, Central District of California, Honorable Percy Anderson,
8 presiding.
- 9 ► *Klune v. Stoneledge Furniture, LLC*, Case No. 14-cv-03986-PA-FFMx, United
10 States District Court, Central District of California, Honorable Percy Anderson,
11 presiding.
- 12 ► *Diaz v. ABM Industries, Inc.; Ampco Parking*, Case No. BC362932, California
13 Superior Court, County of Los Angeles, Honorable Jane Johnson, presiding.³
- 14 ► *Adams v. Luxottica Retail North America, Inc.*, Case No. 07CC01346, California
15 Superior Court, County of Orange, Honorable Thierry Patrick Colaw, presiding.
- 16 ► *Sakkab v. Luxottica Retail North America, Inc.*, Case No. 12-cv-00436-GPC-
17 KSC, United States District Court, Southern District of California.⁴
- 18 ► *Page v. Oakley, Inc.*, Case No. FCS041512, California Superior Court, County
19 of Solano, Honorable Paul Berman, presiding.
- 20 ► *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00731617-CU-OE-CJC California
21 Superior Court, County of Orange, Honorable William Claster, presiding.
- 22 ► *Ramirez v. Oakley, Inc.*, Case No. 30-2014-00723846-CU-DE-CXC, California
23 Superior Court, County of Orange, Honorable William Claster, presiding.
- 24
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26 ² My work on this matter included proceedings not only in the trial court, but also before the California Courts of Appeal
27 and the California Supreme Court.

28 ³ This matter was consolidated and litigated collectively with Case Nos. BC380923, BC 381523 and BC 406663.

⁴ The work I performed on this case included work in the United States Court of Appeals for the Ninth Circuit.

1 ▶ *Rumohr v. Comerica Bank, et al.*, Case No. CGC-11-508433, California Superior
2 Court, County of San Francisco.

3 ▶ *Smith v. Werner Enterprises*, Case No. 15-cv-02978-RS, United States District
4 Court, Northern District of California, Honorable Richard Seeborg, presiding.

5 7. In January 2018, I voluntarily resigned from Littler Mendelson in order to open my own
6 law firm, Lidman Law, APC, to represent employees with work-related claims, including primarily
7 wage and hour claims and almost exclusively on a class-action basis. I am the President and Shareholder
8 of Lidman Law. Currently, over ninety percent (90%) of my practice is dedicated exclusively to the
9 prosecution of wage and hour class actions, and I am currently responsible for prosecuting over sixty-
10 five (65) wage and hour class actions filed in State courts throughout California, with several of them
11 having been removed to Federal courts. I believe that my professional experience renders me more than
12 qualified to serve as class counsel in this lawsuit involving claims of underpaid overtime and minimum
13 wages, meal and rest period violations, and derivative penalty claims. Not only have I litigated dozens
14 of wage and hour cases throughout my career involving similar claims, including the wage and hour
15 class actions identified above, I have litigated similar claims from both plaintiff and defense
16 perspectives. As a result, I am able to realistically assess and evaluate the facts and legal arguments
17 that can be made in pursuit and defense of similar wage and hour claims, as well as those facts and
18 arguments in support and in opposition to class certification. Consequently, I am able to appreciate the
19 significant risks, uncertainties, and delay involved in wage and hour class action litigation.

20 8. I have been appointed Class Counsel in: *Guardado v. Wesley Allen, Inc.*, Case No.
21 BC683027, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl
22 presiding; *Rodriguez v. Satco, Inc.*, Case No. BC682137, California Superior Court, County of Los
23 Angeles, Honorable Judge Ann I. Jones presiding; *Ong v. Howard's Appliances, Inc.*, Case No. 30-
24 2017-00964213-CU-OE-CXC, California Superior Court, County of Orange, Honorable Judge
25 William Claster presiding; *Hanke v. C&W Facility Services, Inc.*, Case No. CIVDS1814412,
26 California Superior Court, County of San Bernardino, Honorable Judge David Cohn presiding; *Molina*
27 *v. Mader News, Inc.*, Case No. BC685960, California Superior Court, County of Los Angeles,
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Honorable Judge Yvette M. Palazuelos presiding; *Alvarez v. Salamander Fire Protection, Inc.*, Case No. BC688326, California Superior Court, County of Los Angeles, Honorable Judge William F. Highberger presiding; *Rodriguez v. H.F. Cox, Inc.*, Case No. BC653164, California Superior Court, County of Los Angeles, Honorable Judge Carolyn B. Kuhl presiding; *Fregoso v. Amerigas Propane, Inc.*, Case No. BC697973, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Teran v. Western Plastics, Inc.*, Case No. RIC1722619, California Superior Court, County of Riverside, Honorable Judge Sunshine Sykes presiding; *Villegas de Torres v. El Monte Superstore Inc.*, Case No. BC688477, California Superior Court, County of Los Angeles, Honorable Judge Daniel J. Buckley presiding; *Huynh v. Polypeptide Laboratories, Inc.*, Case No. BC680872, California Superior Court, County of Los Angeles, Honorable Judge Rafael A. Ongkeko presiding; *Guzman v. Century Blinds*, Case No. RIC1723654, California Superior Court, County of Riverside, Honorable Judge Sunshine S. Sykes presiding; *George v. Convergence Marketing*, Case No. CIVDS1901039, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Coffee, et al. v. Flyers Transportation Energy, LLC*, Case No. 34-2017-00222084, California Superior Court, County of Sacramento, Honorable Judge Alan G. Perkins presiding; *Romero v. Fillmore Hospitality, LLC*, Case No. BC705667, California Superior Court, County of Los Angeles, Honorable Judge Maren E. Nelson presiding; *Wennerstrom, et al. v. Giant Inland Empire R.V. Center*, Case No. CIVDS1617291, California Superior Court, County of San Bernardino, Honorable Judge David S. Cohn presiding; *Contreras, et al. v. Letter Ride, LLC*, Case No. 37-2018-00020841-CU-OE-CTL, California Superior Court, County of San Diego, Honorable Judge Eddie C. Sturgeon presiding; *Davis v. WeDriveU*, Case No. 18CV322578, California Superior Court, County of Santa Clara, Honorable Judge Brian C. Walsh presiding; and *Acuna v. Canton Food Co., Inc.*, Case No. BC685001, California Superior Court, County of Los Angeles, Honorable Judge David S. Cunningham presiding.

9. As co-lead counsel for Plaintiff, I have been intimately involved in every aspect of this case from its inception through the present, and I believe that the proposed Settlement is a reasonable result for the Aggrieved Employees.

1 10. Defendant Unifi Aviation, LLC is the largest North American aviation ground handling
2 services provider, providing services such as aircraft ground handling, customer service, ticketing,
3 aircraft maintenance, cargo handling, and many other aviation-related services at airports throughout
4 California and the United States.

5 11. On May 19, 2022, Plaintiff sent a written notice pursuant to Labor Code section 2698
6 *et seq.* to the Labor Workforce Development Agency (“LWDA”) and Defendant asserting claims for
7 civil penalties pursuant to the California Labor Code Private Attorney General Act, Labor Code section
8 2698, *et seq.* (“PAGA”) stemming from Defendant’s failure to provide suitable seating to its Customer
9 Service Representatives, or similar positions. A true and correct copy of the LWDA letter is attached
10 hereto as **Exhibit 1**.

11 12. On July 25, 2022, Plaintiff filed operative complaint in this action which asserted a sole
12 claim for civil penalties pursuant to California Labor Code Private Attorney General Act, Labor Code
13 section 2698, *et seq.* (“PAGA”) stemming from Defendant’s alleged violations of the California Labor
14 Code set forth in the LWDA notices – namely, the failure to provide suitable seating to Customer
15 Service Representatives, or similar positions, in violation of California Code of Regulations, Title 8, §
16 10090(14), Section 14 of IWC Wage Order 9.

17 13. After agreeing to participate in a private mediation, Defendant informally produced to
18 Plaintiff information and documents pertaining to Plaintiff and other Aggrieved Employees, including
19 the metrics regarding the number of allegedly aggrieved employees and number of relevant pay
20 periods, as well as detailed information regarding the various airports and provision of suitable seating.
21 After the detailed review of the information and documents produced by Defendant, Plaintiff’s Counsel
22 drew on their extensive experience in similar cases to assess the strengths and weaknesses of Plaintiff’s
23 case. This discovery allowed the parties to assess the merits and value of Plaintiff’s claims and
24 determine if a settlement could be reached.

25 14. On October 18, 2023, the Parties participated in mediation with Honorable Amy D.
26 Hogue (Ret.), a well-respected former Los Angeles County complex judge and current wage and hour
27 class and representative action mediator. During mediation, the Parties vigorously debated their
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opposing legal positions and the likelihood of Plaintiff's ability to proceed on a representative basis and ultimately obtain a judgment in her favor. Ultimately, the Parties reached a settlement, the terms of which were subsequently finalized in writing after mediation. A true and correct copy of the Settlement Agreement is attached hereto as **Exhibit 2** (and the redline of the LA Model PAGA Agreement that led to the executed settlement is attached hereto as **Exhibit 3**). The Proposed Notice of PAGA Settlement and Release of Claims is attached as Exhibit A to the Settlement.

15. The monetary terms of the Settlement are summarized below:

Gross Settlement Amount:	\$100,000.00
Minus Court-approved attorneys' fees (1/3):	\$33,333.33
Minus Court-approved attorneys' costs:	\$10,616.92
Minus Court-approved enhancement award:	\$5,000.00
Minus settlement administrator costs:	\$5,995.00
Net Settlement Amount:	\$45,054.83

Net Settlement Amount:	\$45,054.83
75% to LWDA	\$33,791.12
25% to Aggrieved Employees	\$11,263.71

16. The payment of the GSA shall be made within 10 business days after the "Effective Date" defined as the date by when all of the following events have occurred: (a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) when the period for filing any appeal, writ or other appellate proceeding opposing the settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; (b) when any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (c) when any appeal, writ or other appellate proceeding has upheld the Court's Final Order and Judgment with no right to pursue further remedies or relief. *See* Settlement, ¶¶ 1.9 and 4.3. Within 15 business days of the court signing the approval order and judgment, Defendant shall provide the Settlement Administrator with information for Aggrieved Employees in order to calculate and distribute checks to Aggrieved Employees. *See* Settlement, ¶ 4.2. Upon receipt of this information, the Settlement Administrator will prepare and circulate an anonymized spreadsheet

1 containing the estimated individual settlement payments to each Aggrieved Employee for the Parties
2 approval. The Settlement Administrator shall also determine whether the Escalator Clause in paragraph
3 8 of the Settlement has been triggered. Within ten (10) business days of receiving the Parties' approval,
4 the Settlement Administrator shall mail copies of the explanatory letter to all Aggrieved Employees
5 with their checks. *See* Settlement, ¶ 4.4. The Settlement does not require Aggrieved Employees to
6 submit a claim form to reap financial benefit from the Settlement. *Id.* Any checks remaining uncashed
7 for more than 180 days will be tendered to the State Controller's Office under the unclaimed property
8 fund laws in the names of the Aggrieved Employees to whom the checks were issued. *See* Settlement,
9 ¶ 4.4.3.

10 17. According to Defendant, there are approximately 597 Aggrieved Employees defined as
11 "all individuals employed by Defendant as a Customer Service Agent, Customer Service Lead,
12 Customer Service Supervisor, Customer Service Ops. Agent, Customer Service Ticket Agent, Gate
13 Agent or Skycap Agent and who was assigned to work at any time from July 25, 2021 to January 10,
14 2024 at one of the following California airports: BFL, BUR, FAT, LAX, LGB, ONT, PSP, SAN, SBD,
15 SFO, SMF or SNA."⁶ The Aggrieved Employees, including Plaintiff, worked a total of 21,710 pay
16 periods worked by the Aggrieved Employees during the PAGA Period of July 25, 2021 through
17 January 10, 2024. The average payment to an Aggrieved Employee is estimated to be \$18.87.

18 18. Plaintiff alleges that although she and other Customer Service Representatives could
19 reasonably have performed many of their job duties while sitting in a seat, at no time during her
20 employment did Defendants provide suitable seating near their workstations. Plaintiff alleges that she
21 and other Aggrieved employees were not provided chairs, seats, or stools to perform their job, even
22 though had Defendants provided seating, it would have not interfered with Plaintiff and other
23

24 ⁶ Based on its records, Defendant estimates that, as of November 10, 2023, there were 597 Aggrieved
25 Employees who worked 21,710 PAGA Pay Periods during the PAGA Period. In the event that the final
26 number of PAGA Pay Periods during the PAGA Period exceeds 23,881 PAGA Pay Periods, Defendant shall
27 either: a) pay a proportionate increase in the Gross Settlement Amount for every Pay Period over 23,881; or b)
28 revise the end date of the PAGA Period so that the PAGA Period includes no more than 23,881 PAGA Pay
Periods. Defendant shall make its election at least two weeks before the hearing on Plaintiff's motion for
approval of the Settlement. If option "b" is selected, the Parties shall advise the Court at least one week before
the aforementioned hearing date.

1 Aggrieved Employees performing many of their job duties and responsibilities, in violation of
2 California Code of Regulations, Title 8, § 10090(14), Section 14 of Wage Order 9. Plaintiff contends
3 that the aforementioned alleged violations occurred in each and every pay period during the relevant
4 time period, which is approximately 21,710 pay periods. Accordingly, pursuant to Labor Code section
5 1198 and the default penalties set forth in the PAGA, Plaintiff calculated Defendant's exposure at
6 \$2,171,000 (21,710 x \$100 initial violation)..

7 19. Defendant presented numerous defenses to the suitable seating claim. Specifically,
8 Defendant contends that: (i) many of the airlines with whom Defendant contracts prohibit seats in the
9 areas where Customer Service Representatives work, thereby preventing Defendant from being able to
10 provide seating; (ii) Customer Service Representatives are continually handling luggage such that their
11 job duties prevent them from being able to sit during work; (iii) at various airports, Defendant indeed
12 provides available and suitable seating for the Customer Service Representatives; (iv) if seating were
13 indeed provided, it would interfere with required job duties and/or would result in unsafe working
14 conditions; and (v) there are no places where suitable seating could be stored. As to the last point,
15 Defendant contends that the problem is that it does not control the airport premises and its employees
16 often work at a multi-use airport gate (i.e., a gate used by multiple airlines). Further, Defendant
17 contends that no one airline is permitted to leave an item such as a seat at the gate, and there is no
18 storage for such items there. Defendant also contends that every suitable seating case of which it is
19 aware that has gone to trial has resulted in a defense verdict.

20 20. In light of these defenses and Defendant's argument that the Court would exercise its
21 discretion to reduce any civil penalty due to its good faith efforts to comply with applicable law,
22 Plaintiff discounted the maximum recovery on this claim by 85% to account for the risk that Defendant
23 could prevail in their defenses, to arrive at a projected total of approximately \$325,650.00. The
24 proposed settlement of \$100,000.00 therefore represents approximately 30.1% of the realistic total
25 recovery for Aggrieved Employees and avoids the risks of proceeding through trial

26 21. My firm and co-counsel's firms request one-third of the GSA (currently estimated at
27 \$33,333.33 in attorneys' fees, and a total of \$10,569.84 (including costs associated with the instant
28

1 motion) in actual litigation costs. This fee request is consistent with my firm and co-counsel's
2 experience in similar wage-and-hour class and PAGA matters. My firm and/or co-counsel's firms
3 conducted extensive legal research regarding the merits of Plaintiff's claims, Plaintiff's ability to
4 recover penalties under the PAGA, and Defendant's potential defenses. My firm and co-counsel's
5 firms spent significant time reviewing Defendant's informal discovery production. My firm and co-
6 counsel's firm also conducted significant research and analysis of data and information produced
7 informally prior to mediation and used this data and analysis to complete an exposure analysis for
8 PAGA penalties. My firm and co-counsel's firms Counsel also expended significant additional effort
9 in preparing subsequent settlement documents, this Motion for settlement approval, and supporting
10 declarations, and will oversee the settlement administration process.

11 22. My experience in matters similar to this one was integral in evaluating the strengths and
12 weaknesses of this case and the reasonableness of the Settlement. Practice in the narrow field of wage
13 and hour litigation requires skill and knowledge concerning the rapidly evolving substantive state and
14 federal law, as well as the procedural law of class action litigation. This case involved nuanced legal
15 issues regarding both substantive and procedural law, including complex issues with respect to
16 providing meal periods and the propriety of statutory penalties.

17 23. My law firm and co-counsel's firm maintain records of our hours worked on this case
18 by billing our time in increments of one-tenth (1/10) of an hour into a timekeeping system. I access
19 the timekeeping system regularly for purposes of assessing the number of attorney and paralegal hours
20 worked for each case that my law firm handles. I relied on the timekeeping records for this case to
21 prepare this declaration.

22 24. Plaintiff's Counsel have a lodestar of \$95,432.50 without the use of any multiplier,
23 which is almost three times more than the \$33,333.33 fee request. The following is a general summary
24 showing the number of hours of work performed by each attorney and paralegal in my firm and co-
25 counsel's firm on this case:

26 //

27 //

Name	Rate	Hours	Pre-Multiplier Lodestar
Scott M. Lidman (25 th Year Attorney)	\$900	65.8	\$59,220.00
Paul K. Haines (17 th Year Attorney)	\$800	14.7	\$11,760.00
Milan Moore (8 th Year Attorney)	\$600	34.6	\$20,760.00
Paralegals	\$175	21.1	\$3,692.50
Total Lodestar			\$95,432.50

25. My proposed hourly rate of \$900, Mr. Katri's proposed hourly rate of \$725, Mr. Haines' proposed hourly rate of \$800, and Ms. Moore's proposed hourly rate of \$650, in light of our respective skills, wage and hour class action litigation experience, reputation, and fee awards to other attorneys of similar experience in California. Moreover, our requested hourly rates are in line with the *Laffey* Matrix, a true and correct copy of which is attached hereto as **Exhibit 4**.

25. The attorneys' fee award requested is consistent with those routinely awarded by California superior courts. California superior courts frequently grant common fund awards of 33%. *See, e.g., Chavez v. Netflix, Inc.*, 162 Cal. App. 4th 43, 66, fn. 11 (2008); *see also, In re Pacific Enterprises Securities Litig.*, 47 F.3d 373, 379 (9th Cir. 1995) (affirming 33% fee award); *Chavez v. Saticoy Lemon Ass'n*, Case No. 56-2015-00468600-CU-OE-VTA, 2015 WL 5561118 (Ventura Cty. Super. Ct., Aug. 29, 2015) (approving attorneys' fees of one-third of settlement fund in representative PAGA settlement)..

26. Indeed, numerous courts have awarded attorneys' fees of up to, or in excess of 40% of the common fund. *Ammari Electronics, et al. v. Pacific Bell Directory*, Alameda County Sup. Ct., Case No. RG05198014 (awarded 43.8%) (2015); *In re California Indirect Purchaser X Ray Film Antitrust Litigation*, San Francisco Sup. Ct. 1998 (citing *Abzug v. Kerkorian*, Los Angeles Sup. Ct., Nov. 19, 1990, Case No. CA-00981 (45%) and *Haitz v. Meyer*, Alameda County Sup. Ct., August 20, 1990, Case No. 5729683 (45%)); *Hall v. Cinema 7, Inc.*, San Francisco Sup. Ct., July 16, 2008, Case No. CGC-01-409105 (53%); and *Rundberg v. Intrawest Napa Dev. Co.*, Napa County Sup. Ct., January 15, 2014, Case No. 26-56886 (40%).

1 27. Being a private law practice my firm can only properly litigate a limited number of
2 cases at one time. The professional demands of this case were significant, including a significant
3 number of hours of attorney and paralegal time. This litigation precluded my firm from other
4 employment due to the time and financial commitments required by the case. Indeed, because my firm
5 takes on cases on a purely contingency fee, we are only compensated for our time if we successfully
6 settle a case or prevail at trial. Accordingly, I believe the requested fees are reasonable.

7 28. Plaintiff has provided written approval of the split of attorneys' fees in this action: 40%
8 to Haines Law Group, APC, 26.66% to Lidman Law, APC, and 33.33% to Davtyan Law Firm
9 (referring attorney).

10 29. Since undertaking representation of Plaintiff, my firm and/or co-counsel's firm
11 dedicated substantial resources to this litigation, including expending (or will expend) a total of
12 \$10,616.92 (including costs associated with the instant motion) in actual litigation costs, without
13 receiving any compensation to date. A true and correct copy of my firm's and Haines Law Group's
14 costs summary in this matter is attached hereto as **Exhibit 5**. My office and co-counsel conducted
15 legal research regarding the merits of Plaintiff's claims, the ability to recover penalties under the
16 PAGA, and Defendant's potential defenses. Plaintiff's Counsel conducted legal research regarding the
17 merits of Plaintiff's claims, the ability to recover penalties under the PAGA, and Defendant's potential
18 defenses. Plaintiff's Counsel also analyzed the data and information produced informally prior to
19 mediation and prepared an exposure analysis on the PAGA penalties. Plaintiff's Counsel also
20 expended significant additional effort in preparing subsequent settlement documents, this Motion for
21 settlement approval, and supporting declarations, and will oversee the settlement administration
22 process.

23 30. Plaintiff also seeks an enhancement award of \$5,000.00, which is reasonable given
24 Plaintiff's execution of a general release as well as her efforts in this case and the risks she undertook
25 on behalf of the Aggrieved Employees. Plaintiff provided substantial factual information and
26 documents to my firm and co-counsel's firms, and attended multiple meetings. Plaintiff also made
27 herself available on the day of the mediation, and responded to all questions that I had as various issues
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1 arose. Further, Plaintiff put her future employment prospects at risk by becoming a representative, as
2 the fact that she filed a lawsuit “is searchable on the internet and may become known to prospective
3 employers when evaluating” them for employment.
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5 31. On March 27, 2024, Plaintiff submitted the proposed Settlement to the LWDA pursuant
6 to Labor Code § 2699(1)(2). A true and correct copy of the confirmation is attached hereto as **Exhibit**
7 **6**.

8 I declare under penalty of perjury under the laws of the State of California that the foregoing is
9 true and correct. Executed on March 29, 2024, at El Segundo, California.

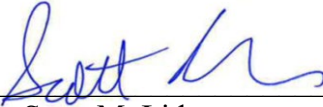
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12 Scott M. Lidman
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EXHIBIT 1

EXHIBIT 1

LIDMAN LAW

2155 CAMPUS DRIVE, SUITE 150, EL SEGUNDO, CA 90245

OFFICE: (424) 322-4772

FAX: (424) 322-4775

May 19, 2022

VIA LWDA WEBSITE

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

**VIA U.S. CERTIFIED MAIL –
RETURN RECEIPT REQUESTED**

DAL Global Services, Inc., a Delaware corporation
1030 Delta Blvd., Ste. 852
Atlanta, GA 30354

**VIA U.S. CERTIFIED MAIL –
RETURN RECEIPT REQUESTED**

DAL Global Services, Inc., a Delaware corporation
c/o CSC - Lawyers Incorporating Service
2710 Gateway Oaks Dr., Ste, 150N
Sacramento, CA 95833

**VIA U.S. CERTIFIED MAIL –
RETURN RECEIPT REQUESTED**

Unifi Aviation, LLC, a Delaware limited liability company
980 Virginia Ave., 4th Floor
Atlanta, GA 30354

**VIA U.S. CERTIFIED MAIL –
RETURN RECEIPT REQUESTED**

Unifi Aviation, LLC, a Delaware limited liability company
c/o CSC - Lawyers Incorporating Service
2710 Gateway Oaks Dr., Ste, 150N
Sacramento, CA 95833

Re: *Jennifer Fine v. DAL Global Services, Inc., a Delaware corporation, et al.*

To Whom It May Concern:

Please be advised that this law firm represents Jennifer Fine in claims arising from her employment with DAL Global Services, Inc., a Delaware corporation and Unifi Aviation, LLC, a Delaware limited liability company (“Defendants”). Ms. Fine is an “aggrieved employee” as defined by Labor Code sections 2699, *et seq.* due to Defendants’ violations of the Labor Code as set forth below. The purpose of this letter is to comply with Labor Code section 2699.3, which requires aggrieved employees to notify their employer and the Labor and Workforce Development Agency (“LWDA”) of the specific provisions of the Labor Code allegedly violated. For purposes of this letter, if the LWDA decides not to investigate, Ms. Fine intends to pursue a lawsuit on behalf of other “Aggrieved Employees”, which should be considered to include all of Defendants’ all current and former employees in California who have worked for Defendants as Customer Service Representatives, or similar positions, at least in part, during the one year immediately preceding the date of this letter through the date of trial, the date judgment is entered, the date of settlement and/or other date approved by the Court.

Defendants are aviation ground handling services providers, providing services such as aircraft ground handling, aircraft maintenance, cargo handling, and many other aviation-related services at airports throughout California and the United States.

Ms. Fine was employed by Defendants as a Customer Service Representative from approximately July 2019 until on or about September 15, 2021. During her employment with Defendants, Ms. Fine's duties and responsibilities included but were not limited to checking in passengers, taking passengers' luggage, boarding passengers, and clearing aircrafts.

During her employment with Defendants, Ms. Fine was generally scheduled to work from 8:00 p.m. to 1:00 a.m., around 5 days per week. On average, Ms. Fine would work 20-25 hours per week.

Although Ms. Fine could reasonably have performed many of her duties while sitting in a seat, at no time during her employment did Defendants provide seating near her workstation. Ms. Fine and other Aggrieved employees were not provided chairs, seats, or stools to perform their job, even though had Defendants provided seating, it would not interfere with Ms. Fine and other Aggrieved Employees performing many of their job duties and responsibilities, in violation of California Code of Regulations, Title 8, § 10090(14), Section 14 of Wage Order 9.

As described above, Defendants committed the following violations of the Labor Code and Industrial Welfare Commission Wage Order No. 9 ("Wage Order 9"):

Violation of the IWC Wage Order's Suitable Seating Requirement

Ms. Fine contends that, although the nature of her work and the work of other Aggrieved Employees assigned to Defendants' workstations permit the use of seats, neither she nor other California non-exempt employees of Defendants were provided seats. Section 14(A) of Wage Order 9 provides that:

All working employees shall be provided with suitable seats when the nature of the work reasonably permits the use of seats.

During the one-year period preceding this letter, Defendants did not comply with the requirements of Section 14 of Wage Order 9. Ms. Fine is informed and believes and thereon alleges that, while the nature of the work performed by her and other Aggrieved Employees in Defendants' workstations, Ms. Fine's and other Aggrieved Employee's work duties reasonably permitted the use of seats, Defendants did not provide Ms. Fine or other Aggrieved Employees with suitable seating for use during the performance of their work.

Legislation requiring the provision of suitable seats to employees in California has existed since 1911. The current iteration of these requirements has been in place since 1980. In 2010, the California Court of Appeal in *Bright v. 99 Cents Only Stores*, 189 Cal. App. 4th 1472 (2011), authorized suitable seating lawsuits under the PAGA. And, in 2016,

the California Supreme Court clarified the seating requirements in the case entitled *Kilby v. CVS Pharmacy, Inc.*, 63 Cal.4th 1 (2016). Defendants' violations of Section 14 of the applicable Wage Order constitute a violation of California Code of Regulations, Title 8, § 10090(14).

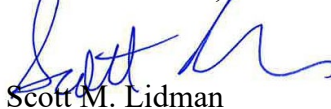
As an Aggrieved Employee, Ms. Fine will initiate a civil action on behalf of herself and other Aggrieved Employees to recover damages, statutory penalties, and civil penalties resulting from the wage and hour violations alleged herein. Based on Ms. Fine's own investigation, and on information and belief, Defendants committed the following Labor Code violations:

- a) Defendants violated California Code of Regulations, Title 8, § 10090(14) (IWC Wage Order 9 §14) by failing to provide Ms. Fine and other Aggrieved Employees with suitable seating for use during the performance of their work.

Pursuant to Labor Code section 2699.3(a)(2)(A), please notify us and Defendants if the LWDA intends to investigate these alleged violations of the Labor Code. Please contact me should you require additional information.

Very truly yours,

LIDMAN LAW, APC



Scott M. Lidman

EXHIBIT 2

EXHIBIT 2

PAGA SETTLEMENT AGREEMENT

This PAGA Settlement Agreement ("Agreement") is made by and between Plaintiff Jennifer Fine ("Plaintiff") and Defendant Unifi Aviation, LLC f/k/a DAL Global Services, Inc. ("Defendant"). The Agreement refers to Plaintiff and Defendant collectively as "Parties," or individually as "Party."

1. DEFINITIONS.

- 1.1. "Action" means the Plaintiff's PAGA lawsuit alleging suitable seating violations against Defendant captioned *Jennifer Fine v. DAL Global Services, Inc., et. al.*, Case No. 22STCV23857 initiated on July 25, 2022 and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. "Administrator" means Phoenix Class Action, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. "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 approval of this Settlement.
- 1.4. "Aggrieved Employee" means an individual employed by Defendant as a Customer Service Agent, Customer Service Lead, Customer Service Supervisor, Customer Service Ops. Agent, Customer Service Ticket Agent, Gate Agent or Skycap Agent and who was assigned to work at one of the following California airports during the PAGA Period: BFL, BUR, FAT, LAX, LGB, ONT, PSP, SAN, SBD, SFO, SMF or SNA.
- 1.5. "Aggrieved Employee Data" means Aggrieved Employee identifying information in Defendant's possession including the Aggrieved Employee's name, last-known mailing address, Social Security number, and number of PAGA Pay Periods.
- 1.6. "Aggrieved Employee Address Search" means the Administrator's investigation and search for current Aggrieved Employee 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 Aggrieved Employees.
- 1.7. "Court" means the Superior Court of California, County of Los Angeles.
- 1.8. "Defense Counsel" means Marlene Muraco, Littler Mendelson, 50 West San Fernando St., 7th Floor, San Jose, CA 95113-2434, Tel: 408.795.3435; Fax: 408.288.5686.
- 1.9. "Effective Date" means the date by when all of the following events have occurred:
(a) the Court enters a Judgment on its Order Approving the PAGA Settlement and (b) the Judgment is final. The Judgment is final as of the latest of the following

occurrences: (a) when the period for filing any appeal, writ or other appellate proceeding opposing the settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; (b) when any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally and conclusively with no right to pursue further remedies or relief; or (c) when any appeal, writ or other appellate proceeding has upheld the Court's Final Order and Judgment with no right to pursue further remedies or relief. If the Court declines to approve the settlement, the Parties will work in good faith to address the Court's concerns. If, after the Parties have exhausted all good faith efforts to obtain approval of the Settlement Agreement, the Court declines to approve the Settlement, the entire Settlement Agreement is deemed void and unenforceable as if no Settlement of any claim was ever reached.

- 1.10. "General Release Payment" means \$5,000.00, which is the amount Plaintiff will receive for agreeing to a general release of any and all claims she may have against Defendant.
- 1.11. "Gross Settlement Amount" means \$100,000.00 which is the total amount Defendant agrees to pay under the Settlement except as provided in Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the General Release Payment and the Administrator's Expenses Payment.
- 1.12. "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee worked during the PAGA Period.
- 1.13. "Judgment" means the judgment entered by the Court based upon the Final Approval.
- 1.14. "LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.15. "LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.16. "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel Litigation Expenses Payment, the General Release Payment and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees as Individual PAGA Payments.
- 1.17. "PAGA Counsel" means Scott Lidman and Milan Moore of Lidman Law, APC, 2155 Campus Drive, Suite 150, El Segundo, CA 90245, Tel: 424.322.4772; Fax: 424.322.4775 and Paul K. Haines of Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, CA 90245, Tel: 424.292.2350 and Fax: 424.292.2355, the

attorneys representing the Plaintiff in the Action.

- 1.18. “PAGA Counsel Fees Payment” and “PAGA Counsel Litigation Expenses Payment” mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.19. “PAGA Pay Period” means any Pay Period during which an Aggrieved Employee worked for Defendant for at least one day as a Customer Service Agent, Customer Service Lead, Customer Service Supervisor, Customer Service Ops. Agent, Customer Service Ticket Agent, Gate Agent or Skycap Agent at one of the following California airports: BFL, BUR, FAT, LAX, LGB, ONT, PSP, SAN, SBD, SFO, SMF or SNA.
- 1.20. “PAGA Period” means the period from July 25, 2021 to January 10, 2024.
- 1.21. “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.22. “PAGA Notice” means Plaintiff’s May 19, 2022 letter to Defendant and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.23. “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved Employees and 75% to LWDA in settlement of PAGA claims.
- 1.24. “Plaintiff” means Jennifer Fine, the named plaintiff in the Action.
- 1.25. “Approval Order” means the proposed Court Order Granting Approval of PAGA Settlement.
- 1.26. “Plaintiff’s Released Claims” means the claims being released by the Plaintiff as described in Paragraph 5 below.
- 1.27. “Released PAGA Claims” means the claims being released by Plaintiff and PAGA Counsel as described in Paragraph 5 below.
- 1.28. “Released Parties” means: Unifi Aviation, LLC f/k/a DAL Global Services, Inc. and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, assigns, subsidiaries and affiliates.
- 1.29. “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1. On July 25, 2022, Plaintiff commenced this Action by filing a Complaint alleging that

Defendant failed to provide suitable seating in violation of Section 14 of IWC Wage Order 9-2001. The Complaint is the operative complaint in the Action (the "Operative Complaint."). Defendant denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

- 2.2. Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to Defendant and the LWDA by sending the PAGA Notice.
- 2.3. On November 10, 2023, the Parties participated in an all-day mediation presided over by Judge Amy Hogue (Ret.), which led to this Agreement to settle the Action.
- 2.4. Prior to mediation, Plaintiff obtained, through informal discovery, information regarding the composition of the alleged group of Aggrieved Employees and regarding the seating practices at each of the twelve airports included within this settlement.
- 2.5. The Parties, PAGA Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1. Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, Defendant promises to pay \$100,000.00 and no more as the Gross Settlement Amount. Defendant has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to Defendant.
- 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. To PAGA Counsel: A PAGA Counsel Fees Payment of not more than one-third of the Gross Settlement Amount which is currently estimated to be \$33,333.33 and PAGA Counsel Litigation Expenses Payment of not more than \$ 20,000.00. Defendant will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGA Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGA Counsel Fees Payment and/or a PAGA Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGA Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGA Counsel Fee Payment and/or PAGA Counsel Litigation Expenses Payment. The Administrator will pay the

PAGA Counsel Fees Payment and PAGA Counsel Expenses Payment using one or more IRS 1099 Forms. PAGA Counsel assumes full responsibility and liability for taxes owed on the PAGA Counsel Fees Payment and the PAGA Counsel Litigation Expenses Payment and holds Defendant harmless, and indemnifies Defendant, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.2. To the Administrator: An Administrator Expenses Payment not to exceed \$5,995.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,995.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.3. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of the Net Settlement Amount to be paid from the Gross Settlement Amount, with 75% allocated to the LWDA PAGA Payment and 25% allocated to the Individual PAGA Payments.

3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' 25% share of 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.

3.2.3.2. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1. Aggrieved Employee Pay Periods. Based on a review of its records to date, Defendant estimates that as of the date of the mediation (November 10, 2023) there were 597 Aggrieved Employees who had worked a total of 21,710 PAGA Pay Periods.

4.2. Aggrieved Employee Data. Within fifteen days of the date on which the Court enters the Judgment on its Order Approving the PAGA Settlement, Defendant will deliver the Aggrieved Employee Data to the Administrator in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees' privacy rights, the Administrator must maintain the Aggrieved Employee Data in confidence, use the Aggrieved Employee Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved Employee Data to Administrator employees who need access to the Aggrieved Employee Data to effect and perform under this Agreement. Defendant has a continuing duty to immediately notify PAGA Counsel if it discovers that the Aggrieved Employee Data omitted employee identifying information and to provide corrected or updated Aggrieved Employee Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Aggrieved Employee 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 Aggrieved Employee Data.

- 4.3. Funding of Gross Settlement Amount. Defendant shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than ten business days after the Effective Date.

- 4.4. Payments from the Gross Settlement Amount. Within ten business days after Defendant funds the Gross Settlement Amount, the Administrator will mail checks for all Individual PAGA Payments (along with the Notice attached hereto as Exhibit A), the LWDA PAGA Payment, the Administration Expenses Payment, the General Release Payment and the PAGA Counsel Expenses Payment. Disbursement of the PAGA Counsel Litigation Expenses Payment shall not precede disbursement of Individual PAGA Payments.

- 4.4.1. The Administrator will issue checks for the Individual PAGA Payments and send them to the Aggrieved Employees 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. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

- 4.4.2. The Administrator must conduct an Aggrieved Employee Address Search for all Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within 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 Aggrieved Employee Address Search. The Administrator need not take further steps to deliver checks to Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved Employee whose original check was lost or misplaced, requested by the Aggrieved Employee prior to the void date.

- 4.4.3. For any Aggrieved Employee whose Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

- 4.4.4. The payment of Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to the Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when Defendant fully funds the entire Gross Settlement Amount Plaintiff and PAGA Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys (including PAGA Counsel), heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences arising from Plaintiff's employment with Defendant or the termination thereof ("Plaintiff's 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, or workers' compensation benefits. 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. Furthermore, notwithstanding this general release or the 1542 release below, Plaintiff shall be entitled to participate as a class and/or PAGA member (to the extent she qualifies as such) in and receive any monies from any pending or future action, including, without limitation the action entitled Cortes v. DAL Global Services, LLC, San Mateo County Case No. 21-CIV06480. For avoidance of doubt, in the event any class and/or PAGA settlement excludes individuals who have signed a general release of their claims against one of the Released Parties herein, Plaintiff shall be excluded from that settlement.

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

5.2 Release by Aggrieved Employees:

All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims for PAGA penalties arising from Defendant's alleged failure to provide suitable seating to the Aggrieved Employees as required by any applicable IWC Wage Order and/or California Labor Code sec. 1198.

5.3 Release by PAGA Counsel:

Except as otherwise provided in this Agreement, PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Notice.

6. MOTION OR APPLICATION FOR APPROVAL OF SETTLEMENT. PAGA Counsel shall prepare and, following review and approval by Defendant's counsel, file an application or motion for approval of this Settlement.

- 6.1 Plaintiff's Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this Settlement under Labor Code Section 2699, subd. (f)(2)) including (i) a draft proposed Order Granting Approval of PAGA Settlement; (ii) 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 Aggrieved Employee 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 Aggrieved Employees or the LWDA; and the nature and extent of any financial relationship with Plaintiff, PAGA Counsel or Defense Counsel; (iii) a signed declaration from PAGA Counsel firm attesting to 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)); (iv) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (v) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or the Administrator. In their Declarations, Plaintiff and PAGA Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Responsibilities of PAGA Counsel. PAGA Counsel and Defense Counsel shall endeavor to expeditiously finalize and file the application or motion for approval of this Settlement within thirty days after the full execution of this Agreement and, if necessary, obtaining a prompt hearing date for the motion and appearing in Court to advocate in favor of the motion. PAGA 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 application or motion for approval of this Settlement and/or the supporting declarations and documents, PAGA 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 the motion for approval of this Settlement or conditions its approval on any material change to this Agreement, PAGA 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.

- 7.1 Selection of Administrator. The Parties have jointly selected Phoenix Settlement Administrator to serve as the Administrator and verified that, as a condition of appointment, Phoenix 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 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

8. **AGGRIEVED EMPLOYEE AND PAY PERIOD SIZE ESTIMATES AND ESCALATOR CLAUSE.** Based on its records, Defendant estimates that, as of November 10, 2023, there were 597 Aggrieved Employees who had worked 21,710 PAGA Pay Periods. In the event that the final number of PAGA Pay Periods during the PAGA Period exceeds 23,881 PAGA Pay Periods, Defendant shall either: a) pay a proportionate increase in the Gross Settlement Amount for every Pay Period over 23,881; or b) revise the end date of the PAGA Period so that the PAGA Period includes no more than 23,881 PAGA Pay Periods. Defendant shall make its election at least two weeks before the hearing on Plaintiff's motion for approval of the Settlement. If option "b" is selected, the Parties shall advise the Court at least one week before the aforementioned hearing date.

9. **CONTINUING JURISDICTION OF THE COURT**. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

- 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGA Counsel Fees Payment and PAGA Counsel Litigation Expenses Payment, the Parties, their respective counsel waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals.

10. ADDITIONAL PROVISIONS.

- 10.1 No Admission of Liability 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 Defendant that any of the allegations in the Operative Complaint have merit or that Defendant has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant's defenses in the Action have merit. The Parties agree that representative treatment is for purposes of this Settlement only. If, for any reason the Court does not approve this Settlement, Defendant reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's 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).
- 10.2 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 10.3 Attorney Authorization. PAGA Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 10.4 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 10.6 No Tax Advice. Neither Plaintiff, PAGA Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 10.7 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.

- 10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 10.9 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.
- 10.10 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.
- 10.11 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.
- 10.12 Use and Return of Aggrieved Employee Data. Information provided to PAGA Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGA Data provided to PAGA Counsel by Defendant 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 Administrator discharges its obligation to pay out of all Settlement funds, Plaintiff shall destroy all paper and electronic versions of Aggrieved Employee Data received from Defendant unless, prior to the Administrator's payment of all Settlement Funds, Defendant makes a written request to PAGA Counsel for the return, rather than the destructions, of Aggrieved Employee Data.
- 10.13 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.
- 10.14 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 legal holiday, such date or deadline shall be on the first business day thereafter.
- 10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Scott M. Lidman

LIDMAN LAW, APC
2155 Campus Drive, Suite 150
El Segundo, CA 90245

To Defendant:

Marlene S. Muraco
LITTLER MENDELSON P.C.
50 W. San Fernando St., 7th Floor
San Jose, CA 95113

10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be 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.

10.17 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.

3/11/24
DocuSigned by:
Jennifer Fine
4AEDC373FF35401...

Jennifer Fine, Plaintiff

DocuSigned by:
Bryan Stillwagon
4D23C03BAC6545F...
For Unifi Aviation, LLC f/k/a DAL Global
Services, Inc. 3/18/2024 | 11:06 AM PDT

Scott Lidman 3/11/24

Scott Lidman, Counsel For Plaintiff

Marlene Muraco 3/15/24

Marlene Muraco, Counsel For Defendant

EXHIBIT A

EXHIBIT A

NOTICE OF PAGA SETTLEMENT

Jennifer Fine v. DAL Global Services, Inc., et al.
 Los Angeles County Superior Court Case No. 22STCV23857

<<Name>>

<<Address>>

<<City>>, <<State>> <<Zip Code>>

XX - XX - _____

I. NOTICE OF PAGA SETTLEMENT

Plaintiff Jennifer Fine ("Plaintiff"), a former employee of Unifi Aviation, LLC f/k/a DAL Global Services, Inc. ("JTS"), commenced the above-referenced lawsuit in the California Superior Court for the County of Los Angeles on or about July 25, 2022 ("Action"). This Action was alleged on behalf of herself, the State of California, and other certain former and current hourly, non-exempt employees of Defendant who worked as a Customer Service Agent, Customer Service Lead, Customer Service Supervisor, Customer Service Ops. Agent, Customer Service Ticket Agent, Gate Agent or Skycap Agent at one of the following California airports: BFL, BUR, FAT, LAX, LGB, ONT, PSP, SAN, SBD, SFO, SMF or SNA ("Aggrieved Employees").

Specifically, in this Action, Plaintiff sought to recover civil penalties for alleged violations of the California Labor Code on behalf of the California Labor and Workforce Development Agency ("LWDA") and other Aggrieved Employees under the California Private Attorneys General Act (the "PAGA"). These civil penalties are based on Plaintiff's allegations that Defendant failed to provide suitable seating to the Aggrieved Employees as required by any applicable IWC Wage Order and/or California Labor Code sec. 1198. Defendant denies all liability and allegations raised under Plaintiff's operative complaint, and has raised various defenses to the claims asserted by Plaintiff. Defendant contends that it has at all times complied with applicable federal, state, and local laws and regulations.

On **[INSERT DATE OF APPROVAL ORDER]**, the Los Angeles County Superior Court (the "Court") issued an Order approving settlement of the claims advanced by Plaintiff pursuant to the PAGA, Labor Code section 2698 et seq. The Settlement reached by and between the Parties is neither an admission of any liability or wrongdoing by Defendant nor an indication that any laws, codes, and/or regulations were violated. The Court has ***not*** made any determination(s), finding(s), and/or ruling(s) with respect to the merits, claims, causes of action, and/or allegations advanced by Plaintiff.

Accordingly, this Notice is not to be understood or interpreted as an expression of any opinion, finding, and/or ruling by the Court as to the merits of Plaintiff's claims set forth in this Action. This Settlement has been entered into by Defendant purposes of compromising and settling the Action to avoid the cost and operational burden of continued litigation.

As such, you are receiving this Notice because you are in the group of employees referred to as "Aggrieved Employees," which is defined as: "any individual employed by Defendant as a Customer Service Agent, Customer Service Lead, Customer Service Supervisor, Customer Service Ops. Agent, Customer Service Ticket Agent, Gate Agent or Skycap Agent and who was assigned to work at one of the following California airports during the PAGA Period: BFL, BUR, FAT, LAX, LGB, ONT, PSP, SAN, SBD, SFO, SMF or SNA at any time from July 25, 2021 through January 10, 2024." The foregoing period of time is the PAGA Period applicable to this Action.

II. INDIVIDUAL PAGA PAYMENT

Each individual PAGA payment was calculated on a pro rata basis (*i.e.*, proportional) based on the number of pay periods worked by each Aggrieved Employee in the PAGA Period. Your individual PAGA payment has been calculated at \$[**AMOUNT PAID TO THIS EMPLOYEE**]. Your payment is enclosed with this Notice.

Please Note: One hundred percent (100%) of your Individual PAGA Payment under this Settlement will be considered penalties reported on an IRS Form 1099, and may be subject to local, state, or federal tax withholdings and will be reported to the IRS and state tax authorities. You should rely on your own tax advisors as to the tax consequences, if any, of your individual PAGA payment. Neither Plaintiff nor Defendant has made any representations or warranties regarding the taxation of your Individual PAGA payment. Nothing within this notice or any other communication shall constitute or be construed or relied upon as tax advice within the meaning of United States Treasury Department Circular 230 (31 C.F.R. Part 10, as amended).

III. RELEASE

The Court has approved the Parties' Settlement Agreement ("Settlement"). By operation of the Settlement's terms, Plaintiff, the State of California and all Aggrieved Employees, including you, have fully and finally released Defendant and its former, present and future owners, parents, subsidiaries, franchisees, and/or affiliates; all of their current, former and future officers, directors, members, managers, employees, consultants, partners, shareholders, joint venturers, agents, predecessors, successors, assigns, heirs, administrators, executors, joint venturers, accountants, insurers, reinsurers, and/or legal representatives; and any and all persons and/or entities acting under, by, through, or in concert with any of them ("Released Parties") from any and all claims, rights, demands, liabilities and causes of action for civil penalties under the Labor Code and Private Attorneys General Act ("PAGA"), Labor Code § 2698 et seq., against the Released Parties as pled, or could have been pled based on the facts alleged, in the operative complaint in the Action, any future amendments to the operative complaint, including the failure to provide suitable seating to the Aggrieved Employees as required by any applicable IWC Wage Order and/or California Labor Code sec. 1198, as well as including any related claims for attorneys' fees, costs, expenses, penalties, declaratory relief, restitution, and/or interest resulting therefrom ("PAGA Released Claims").

Upon entry of the Order approving the Settlement, and the Superior Court's Final Judgment issued becoming final, any Aggrieved Employee covered by this Agreement (including you) will be barred from proceeding with any of the PAGA Released Claims released by the Settlement.

IV. SETTLEMENT ADMINISTRATOR

PLEASE DO NOT CALL THE COURT ABOUT THIS NOTICE.

You may call the Settlement Administrator, [REDACTED] at [**INSERT ADMINISTRATOR INFO INCLUDING ADDRESS, PHONE NUMBER, FAX NUMBER AND EMAIL**] with any questions. Settlement checks will be valid for 180 days from the date of issuance. It is strongly encouraged that you cash or deposit this check as soon as possible following receipt. If not deposited or cashed within 180 days from the date of issuance, settlement checks will be determined to be void. In such event, the Settlement Administrator shall direct all unclaimed funds to the California State Controller's Office under the unclaimed property laws in the name of the Aggrieved Employee to whom the check was issued. If your check is lost or misplaced, you should contact the Settlement Administrator immediately to request a replacement.

EXHIBIT 3

EXHIBIT 3

~~[MODEL] CLASS ACTION AND PAGA~~ ~~SETTLEMENT AGREEMENT AND CLASS~~ ~~NOTICE~~¹

This ~~Class Action and~~ PAGA Settlement Agreement (“Agreement”) is made by and between ~~plaintiff~~ _____ (“Plaintiff Jennifer Fine (“Plaintiff”) and Defendant Unifi Aviation, LLC f/k/a DAL Global Services, Inc. (“Defendant”).”) ~~and defendant XYZ~~

____ (“XYZ”). The Agreement refers to Plaintiff and Defendant XYZ collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1. “Action” means the Plaintiff’s PAGA lawsuit alleging ~~suitable seating wage and hour~~ violations against Defendant XYZ captioned Jennifer Fine v. DAL Global Services, Inc., et. al., Case No. 22STCV23857 _____ initiated on July 25, 2022 _____ and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2. “Administrator” means Phoenix Class Action _____, the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3. _____ “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 ~~approval~~ Preliminary Approval of ~~this~~ the Settlement.
- 1.4. _____ “Aggrieved Employee” means ~~an individual~~ [e.g., a person] employed by Defendant as a Customer Service Agent, Customer Service Lead, Customer Service Supervisor, Customer Service Ops. Agent, Customer Service Ticket Agent, Gate Agent or Skycap Agent and who was assigned to work at one of the following XYZ in California airports and classified as a _____ ~~who worked for XYZ~~ during the PAGA Period: BFL, BUR, FAT, LAX, LGB, ONT, PSP, SAN, SBD, SFO, SMF or SNA.
- 1.5. ~~“Aggrieved Employee”~~ “Class” means ~~[define class e.g., all persons employed by XYZ in California and classified as who worked for XYZ during the Class Period].~~
- 1.6. “Class Counsel” means _____.
- 1.7. ~~“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.~~

~~1.8.1.5.~~ _____ “

~~Class Data~~” means ~~Aggrieved Employee~~~~Class Member~~ identifying information in ~~Defendant’sXYZ’s~~ possession including the ~~Aggrieved Employee’s~~~~Class Member’s~~ name, last-known mailing address, Social Security number, ~~;~~ and number of ~~Class-Period Workweeks and~~ PAGA Pay Periods.

~~1.9.~~ “~~Aggrieved Employee~~“~~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” means the Administrator’s investigation and search for current ~~Aggrieved Employee~~~~Class Member~~ mailing addresses using all reasonably available_

1.6. sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Aggrieved Employees~~Class Members~~.

1.11. ~~“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” means the period from _____ to _____.~~ⁱⁱ

1.13. ~~“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” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.~~

1.15.1.7. _____[“]
Court” means the Superior Court of California, County of Los Angeles.

1.16. ~~“XYZ” means named Defendant _____.~~

1.17.1.8. _____
“Defense Counsel” means
Marlene Muraco, Littler Mendelson, 50 West San Fernando St., 7th Floor, San Jose, CA 95113-2434, Tel: 408.795.3435; Fax: 408.288.5686_____.

1.18. ~~“Effective Date” means the date by when allboth of the following events have occurred:~~
(a) the Court enters a Judgment on its Order Approving Granting Final Approval of the PAGA Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) when the period if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing any a notice of appeal, writ or other from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate proceeding opposing the settlement has elapsed without any appeal, writ or other appellate proceeding having been filed; (b) when any appeal, writ or other appellate proceeding opposing the Settlement has been dismissed finally court affirms the Judgment and conclusively with no right to pursue further remedies or relief; or (c) when any appeal, writ or other appellate proceeding has upheld issues a remittitur.

1.19. ~~“Final Approval” means the Court’s Final Order and Judgment with no right to pursue further remedies or relief. If the Court declines to approve the settlement, the Parties will work in good faith to address the Court’s concerns. If, after the Parties have exhausted all good faith efforts to obtain order granting final approval of the Settlement Agreement,~~

~~1.20.~~ “Final Approval Hearing” means the Court declines to approve Court’s-
hearing on the Settlement, Motion for Final Approval of the entire Settlement
Agreement is deemed void and unenforceable as if no-

~~1.21.1.9.~~ “Final Judgment” means the Judgment Entered by the Court upon Granting Final-
Approval of the Settlement of any claim was ever reached. .”

~~1.10.~~ “General Release Payment” means \$5,000.00, which is the amount Plaintiff will
receive for agreeing to a general release of any and all claims she may have against
Defendant.

~~1.22.1.11.~~ “Gross Settlement
Amount” means \$100,000.00 which is the total
amount Defendant XYZ agrees to pay under the Settlement except as provided in
Paragraph 9 below. The Gross Settlement Amount will be used to pay Individual PAGA
Payments, the LWDA PAGA Payment, PAGA Counsel Fees Payment, PAGA Counsel
Litigation Expenses Payment, the General Release Payment and the Administrator’s
Expenses Payment. Class Payments, Individual

~~PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator's Expenses.~~

~~1.23. "Individual Class Payment" means the Participating Class Member's pro-rata share of the Net Settlement Amount calculated according to the number of Workweeks worked during the Class Period.~~

~~1.24.1.12.~~ "Individual PAGA Payment" means the Aggrieved Employee's pro rata share of 25% of the PAGA Penalties calculated according to the number of Pay Periods the Aggrieved Employee~~Workweeks~~ worked during the PAGA Period.

~~1.25.1.13.~~ Judgment" means the judgment entered by the Court based upon the Final Approval.

~~1.26.1.14.~~ LWDA" means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).

~~1.27.1.15.~~ LWDA PAGA Payment" means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

~~1.28.1.16.~~ "Net Settlement Amount" means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, PAGA Class Representative Service Payment, ~~Class~~ Counsel Fees Payment, PAGA Class Counsel Litigation Expenses Payment, the General Release Payment and the Administration Expenses Payment. The remainder is to be paid to Aggrieved Employees~~Participating Class Members~~ as Individual PAGA Class Payments.

~~1.17.~~ "PAGA Counsel" means Scott Lidman and Milan Moore of Lidman Law, APC, 2155 Campus Drive, Suite 150, El Segundo, CA 90245, Tel: 424.322.4772; Fax: 424.322.4775 and Paul K. Haines of Haines Law Group, APC, 2155 Campus Drive, Suite 180, El Segundo, CA 90245, Tel: 424.292.2350 and Fax: 424.292.2355, the attorneys representing the Plaintiff in the Action.

~~1.18.~~ "PAGA Counsel Fees Payment" and "PAGA Counsel Litigation Expenses Payment" mean the amounts allocated to PAGA Counsel for reimbursement of reasonable attorneys' fees and expenses, respectively, incurred to prosecute the Action.

~~1.29.~~ "Non-Participating Class Member" means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

~~1.30.1.19.~~ "PAGA Pay Period" means any Pay Period during which an Aggrieved Employee worked for Defendant XYZ for at least one day as a Customer Service

Agent, Customer Service Lead, Customer Service Supervisor, Customer Service Ops. Agent, Customer Service Ticket Agent, Gate Agent or Skycap Agent at one of the following California airports: BFL, BUR, FAT, LAX, LGB, ONT, PSP, SAN, SBD, SFO, SMF or SNA during the PAGA Period.

~~1.31.1.20.~~ “PAGA Period” means the period from July 25, 2021 to January 10, 2024._____
to _____ⁱⁱⁱ.

~~1.32.1.21.~~ “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).

~~1.33.1.22.~~ _____ “PAGA Notice” means Plaintiff’s May 19, 2022_____
letter to Defendant XYZ and the LWDA ~~[and Plaintiff’s _____ letter to XYZ and the~~
~~LWDA]~~ providing notice pursuant to Labor Code section 2699.3, subd.(a).

~~1.34.1.23.~~ _____ “PAGA Penalties” means the total amount of PAGA civil penalties
to be paid from the Gross Settlement Amount, allocated 25% to the Aggrieved
Employees and 75% to LWDA in settlement of PAGA claims.
(_____) and the 75% to LWDA (_____) ~~in settlement of PAGA~~
~~claims.~~

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

1.36.1.24. _____ “Plaintiff” means
Jennifer Fine, the named plaintiff in
the Action.

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

1.38.1.25. ~~“Preliminary Approval Order”~~ means the proposed Court Order Granting-
~~Preliminary Approval and~~ Approval of PAGA Settlement.

1.39.1.26. ~~“Plaintiff’s Released Class Claims”~~ means the claims being released by the Plaintiff as described in Paragraph 56.2 below.

1.40.1.27. ~~“Released PAGA Claims”~~ means the claims being released by Plaintiff and PAGA Counsel as described in Paragraph 56.2 below.

1.41. ~~“Released Parties” means: Unifi Aviation, LLC f/k/a DAL Global Services, Inc.XYZ and each of its former and present directors, officers, shareholders, owners, [members], attorneys, insurers, predecessors, successors, assigns, [subsidiaries and] [affiliates].~~

1.42. ~~“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.~~

1.43.1.28. _____ “Response Deadline” means [e.g., 60] 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.

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

1.45. ~~“Workweek” means any week during which a Class Member worked for XYZ for at least one day, during the Class Period.^{iv}~~

2. RECITALS.

2.1. ~~On July 25, 2022~~ _____, Plaintiff commenced this Action by filing a Complaint alleging that Defendant failed to provide suitable seating in violationcauses of Section 14 of IWC Wage Order 9-2001. action-

against XYZ for _____. [The Complaint is the operative complaint in the Action
(the “Operative Complaint.”). Defendant.”] [On _____,
Plaintiff filed a [e.g., First Amended Complaint] alleging causes of action against XYZ
for _____. The [e.g., First Amended] Complaint is the operative complaint in the Action
(the “Operative

2.1. Complaint.”] ~~XYZ~~ denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint and denies any and all liability for the causes of action alleged.

2.2. ~~—~~Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to DefendantXYZ and the LWDA by sending the PAGA Notice.

2.3. ~~—~~On November 10, 2023, ~~—~~ (type in additional dates) ~~—~~, [the Parties

2.3. participated in an all-day mediation presided over by Judge Amy Hogue (Ret.), ~~—~~ which led to this Agreement to settle the Action. ~~— (describe alternative means of negotiation).~~ (describe alternative means of negotiation)

2.4. ~~—~~Prior to ☐ mediation ~~—~~ ☐ ~~negotiating the Settlement~~, Plaintiff obtained, through

2.4. ☐ ~~formal~~ ☐ informal discovery, ~~— (documents, testimony and information regarding the composition of obtained) —~~. Plaintiff’s investigation was sufficient to satisfy the alleged group of Aggrieved Employees and regarding the seating practices at each of the twelve airports included within this settlement. 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”).

2.5. ~~—~~The Court ☐ ~~has~~ ☐ ~~has not granted class certification.~~ (insert details as needed)

2.6.2.5. ~~—~~The Parties, PAGAClass Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

3.1. ~~—~~ Gross Settlement Amount. Except as otherwise provided by Paragraph 89 below, DefendantXYZ promises to pay \$100,000.00— and no more as the Gross Settlement Amount. Defendant ~~[and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments.]~~ ~~XYZ~~ has no obligation to pay the Gross Settlement Amount ~~(or any payroll taxes)~~ prior to the deadline stated in Paragraph 4.36.1 of this Agreement.^v 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 DefendantXYZ.

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. ~~_____ To~~ PAGA Counsel: A PAGA Counsel Fees ~~Plaintiff: Class~~
~~Representative Service~~ Payment to the Class Representative of not more than
one-third \$_____ (in addition to any ~~Individual~~
~~Class Payment [and any Individual PAGA Payment]~~ the Class Representative is

entitled to receive as a Participating Class Member). XYZ will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the Grossmotion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than [16 court] days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2.3.2.1. To Class Counsel: A Class Counsel Fees Payment of not more than __%, which is currently estimated to be \$33,333.33_____ and PAGAA Class Counsel Litigation Expenses Payment of not more than \$ \$20,000.00. Defendant____. XYZ will not oppose requests for Court approval of these payments provided that they do not exceed these amounts. Plaintiff and/or PAGAA Class Counsel will file an application or motion for PAGA Counsel Fees Payment and PAGA Litigation Expenses Payment. If the Court approves a PAGAA motion for Class Counsel Fees Payment and/or a PAGA Class Litigation Expenses Payment no later than [16 court] days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to PAGAA Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any PAGAA Class Counsel Fee Payment and/or PAGAA Class Counsel Litigation Expenses Payment. The Administrator will pay the PAGAA Class Counsel Fees Payment and PAGAA Class Counsel Expenses Payment using one or more IRS 1099 Forms. PAGAA Class Counsel assumes full responsibility and liability for taxes owed on the PAGAA Class Counsel Fees Payment and the PAGAA Class Counsel Litigation Expenses Payment and holds DefendantXYZ harmless, and indemnifies DefendantXYZ, from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3. To the Administrator: An Administrator Expenses Payment not to exceed \$5,995.00

3.2.2. \$_____ except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$5,995.00 _____, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4. 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. % _____ 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. The % _____ of each Participating Class Member’s Individual Class Payment will be allocated to settlement of claims for [e.g., interest and penalties] (the~~

~~“Non-Wage Portion”).^{vi} 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. To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of the Net Settlement Amount \$_____ to be paid from the Gross Settlement Amount, with 75%~~

~~3.2.3. (\$) allocated to the LWDA PAGA Payment and 25% (\$) allocated to the Individual PAGA Payments.~~

~~3.2.3.1. The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees’ 25% share of PAGA~~

~~3.2.5.1. 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.~~

~~3.2.5.2.3.2. 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. ~~Class Workweeks and~~ Aggrieved Employee Pay Periods. Based on a review of its records to date, ~~DefendantXYZ~~ estimates that as of the date of the mediation (November 10, 2023) there were 597 are

_____ Class Members who collectively worked a total of _____
Workweeks, and _____ of Aggrieved Employees who had worked a total

of 21,710 PAGA Pay Periods.

4.2. ~~Aggrieved Employee~~ Class Data. ~~Within fifteen~~ Not later than [e.g., 15] days of the date on which ~~after~~ the Court enters the Judgment on its Order Approving the PAGA grants Preliminary Approval of the Settlement, ~~DefendantXYZ~~ will simultaneously deliver the Aggrieved Employee ~~Class~~ Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Aggrieved Employees’ ~~Class Members’~~ privacy

rights, the Administrator must maintain the Aggrieved EmployeeClass Data in confidence, use the Aggrieved EmployeeClass Data only for purposes of this Settlement and for no other purpose, and restrict access to the Aggrieved EmployeeClass Data to Administrator employees who need access to the Aggrieved EmployeeClass Data to effect and perform under this Agreement. DefendantXYZ has a continuing duty to immediately notify PAGAClass Counsel if it discovers that the Aggrieved EmployeeClass Data omitted employeeelass-member identifying information and to provide corrected or updated Aggrieved EmployeeClass Data as soon as reasonably feasible. Without any extension of the deadline by which DefendantXYZ must send the Aggrieved EmployeeClass Data_

- 4.2. 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 Aggrieved EmployeeClass Data.
- 4.3. — Funding of Gross Settlement Amount. DefendantXYZ shall fully fund the Gross Settlement Amount, ~~and also fund the amounts necessary to fully pay XYZ's share of payroll taxes~~ by transmitting the funds to the Administrator no later than ten business[14] days after the Effective Date.
- 4.4. — Payments from the Gross Settlement Amount. Within ten business[14] days after DefendantXYZ funds the Gross Settlement Amount, the Administrator will mail checks for all Individual ~~Class Payments, all Individual~~ PAGA Payments (along with the Notice attached hereto as Exhibit A), the LWDA PAGA Payment, the Administration Expenses Payment, the General ReleaseClass Counsel Fees Payment and, the PAGAClass Counsel ~~Litigation~~ Expenses Payment, and the Class Representative Service Payment. Disbursement of the PAGAClass 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. The Administrator will issue checks for the Individual ~~Class Payments and/or Individual~~ PAGA Payments and send them to the Aggrieved EmployeesClass 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. The Administrator must conduct an Aggrieved Employeea-Class Member Address Search for all Aggrieved Employeesother Class Members whose checks are returnedretuned undelivered without USPS forwarding address. Within [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 Aggrieved EmployeeClass Member Address Search. The Administrator need not take further steps to deliver checks to Aggrieved EmployeesClass Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Aggrieved EmployeeClass Member whose original check was lost or misplaced, requested by the Aggrieved EmployeeClass Member prior to the void date.

4.4.3. For any Aggrieved Employee~~Class Member~~ whose ~~Individual Class Payment check or~~ Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks [to the California Controller's Unclaimed Property Fund in the name of the Aggrieved Employee.

~~Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of California Code of Civil Procedure Section 384, subd. (b).] [or to a Court approved nonprofit organization or foundation consistent with Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient") _____]. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.~~

4.4.4. The payment of Individual ~~Class Payments and Individual~~ PAGA Payments shall not obligate ~~Defendant XYZ~~ to confer any additional benefits or make any additional payments to ~~the Aggrieved Employees Class Members~~ (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

6.5. RELEASES OF CLAIMS. Effective on the date when ~~Defendant XYZ~~ fully funds 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 PAGA Class~~ Counsel will release claims against all Released Parties as follows:

~~6.15.1~~ Plaintiff's Release. Plaintiff and his or her respective former and present spouses, representatives, agents, attorneys ~~(including PAGA Counsel),~~ heirs, administrators, successors, and assigns generally, release and discharge Released Parties from all claims, transactions, or occurrences arising from Plaintiff's employment with Defendant or the termination thereof ("Plaintiff's Release").~~[that occurred during the Class Period], including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, [or ascertained during the Action and released under 6.2, below].— ("Plaintiff's 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, or 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. Furthermore, notwithstanding this general release or the 1542 release below, Plaintiff shall be entitled to participate as a class and/or PAGA member (to the extent she qualifies as such) in and receive any monies from any pending or future action, including, without limitation the action entitled Cortes v. DAL Global Services, LLC, San Mateo County Case No. 21-CIV06480. For avoidance of doubt, in the event any class and/or PAGA settlement excludes individuals who have signed a general release of their claims against one of the Released Parties herein, Plaintiff shall be excluded from that settlement.

~~6.15.1.1~~ 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, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.

5.2 Release by Aggrieved Employees:

All

~~6.2 ——— Release by Participating Class Members Who Are Not Aggrieved Employees: 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 (i) 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., “(a) any and all claims involving any alleged failure to pay minimum wage; etc.]. Except as set forth in Section 6.3 of this Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.~~

~~6.3 ——— Release by Non-Participating Class Members Who Are Aggrieved Employees: All 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 arising from Defendant’s alleged failure to provide suitable seating to the Aggrieved Employees as required by any applicable IWC Wage Order and/or California Labor Code sec. 1198. 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., “(a) any and all claims involving any alleged failure to pay minimum wage; etc.].

5.3 Release by PAGA Counsel:

Except as otherwise provided in this Agreement, PAGA Counsel release on behalf of their present and former attorneys, employees, agents, successors and assigns the Released Parties from all claims for PAGA Fees incurred in connection with the Operative Complaint and the PAGA Notice.

7. — MOTION OR APPLICATION FOR **PRELIMINARY** APPROVAL OF SETTLEMENT.

PAGA Counsel shall ~~The Parties agree to jointly prepare and, following review and approval by Defendant’s counsel, file an application or a motion for approval~~preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

7.16. ——— XYZ’s Declaration in Support of Preliminary Approval. Within _____ days of this~~the full execution of this Agreement, XYZ will prepare and deliver to Class Counsel a signed Declaration from XYZ and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient. In their Declarations, Defense Counsel and XYZ shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the~~ Settlement.

~~7.2 ———~~ Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining approval of this~~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)) including (i));~~ (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 Aggrieved EmployeeClass 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 Aggrieved Employees Class Members [and/or the LWDA;proposed Cy Pres]; and the nature and extent of any financial relationship with Plaintiff, PAGAClass Counsel or Defense Counsel; ~~(iiiiv)~~ a signed declaration_

6.1 from PAGA Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, [and/or] the Administrator [and/or the proposed Cy Pres]; (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. (1)(1)), this Agreement (Labor Code section 2699, subd. (1)(2)); (~~ivvi~~) a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (~~vvi~~) all facts relevant to any actual or potential conflict of interest with Aggrieved Employees and/or Class Members, the Administrator, ~~and/or the Cy Pres Recipient~~. In their Declarations, Plaintiff and PAGA Class Counsel ~~Declaration~~ shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

7.36.2 ~~_____~~ Responsibilities of PAGA Counsel. PAGA Class Counsel and Defense Counsel ~~shall endeavor to be jointly responsible for~~ expeditiously ~~finalize~~finalizing and ~~file~~filing the application or motion for approval of this Settlement within thirty~~Motion for Preliminary Approval no later than [30]~~ days after the full execution of this Agreement and, if necessary,; obtaining a prompt hearing date for the motion and~~Motion for Preliminary Approval; and for~~ appearing in Court to advocate in favor of the motion. PAGA~~Motion for Preliminary Approval. Class~~ Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

7.46.3 ~~_____~~ Duty to Cooperate. If the Parties disagree on any aspect of the proposed application or motion for approval of this Settlement~~Motion for Preliminary Approval~~ and/or the supporting declarations and documents, PAGA 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 the motion for approval of this Settlement~~Preliminary Approval~~ or conditions its approval~~Preliminary Approval~~ on any material change to this Agreement, PAGA 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.

8.7. SETTLEMENT ADMINISTRATION.

8.17.1 ~~Selection of Administrator.~~ The Parties have jointly selected Phoenix Settlement Administrator _____ to serve as the Administrator and verified that, as a condition of appointment, Phoenix _____ 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.

8.27.2 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.

~~8.37.3~~ 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.

~~8.4~~ Notice to Class Members.

~~8.4.1~~ 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.

~~8.4.2~~ 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 _____. 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.

~~8.4.3~~ Not later than [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.

~~8.4.4~~ 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 [60] 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.

~~8.4.5~~ If the Administrator, XYZ 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, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than [14] days after

~~receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.~~

~~8.5 — Requests for Exclusion (Opt-Outs).~~

~~8.5.1 — Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than [60] days after the Administrator mails the Class Notice (plus an additional [14] days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.~~

~~8.5.2 — The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.~~

~~8.5.3 — Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 6.2 and 6.3 of this Agreement, regardless whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.~~

~~8.5.4 — 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.~~

~~8.6 — Challenges to Calculation of Workweeks. Each Class Member shall have [60] 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.~~

~~8.7~~ Objections to Settlement.

~~8.7.1~~ ~~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.~~

~~8.7.2~~ ~~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 [60] days after the Administrator's mailing of the Class Notice (plus an additional [14] days for Class Members whose Class Notice was re-mailed).~~

~~8.7.3~~ ~~Non-Participating Class Members have no right to object to any of the class action components of the Settlement.~~

~~8.8.4~~ Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

~~8.8.1~~ AGGRIEVED EMPLOYEE AND PAY PERIOD ~~Website, Email Address and Toll-Free Number.~~ The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

~~8.8.2~~ Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their

validity. Not later than [5] days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

~~8.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Workweeks and/or Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include provide the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.~~

~~8.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges over the calculation of Workweeks and/or Pay Periods. The Administrator’s decision shall be final and not appealable or otherwise susceptible to challenge.~~

~~8.8.5 Administrator’s Declaration. Not later than [14] days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator’s declaration(s) in Court.~~

~~8.8.6 Final Report by Settlement Administrator. Within [10] days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least [15] days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.~~

9. ~~CLASS SIZE ESTIMATES AND~~ ESCALATOR CLAUSE. Based on its records, Defendant XYZ estimates that, as of November 10, 2023, the date of this Settlement Agreement, (1) there are _____ Class Members and _____ Total Workweeks during the Class period and (2) there were 597 Aggrieved Employees who had worked 21,710 PAGA Pay Periods. In during the event that the final number of PAGA Pay Periods during the PAGA Period.^{vii}

10. ~~XYZ'S RIGHT TO WITHDRAW.~~ If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 23,881 PAGA Pay Periods, Defendant shall either: a) pay a proportionate increase in the Gross Settlement Amount for every Pay Period over 23,881; or b) revise the end date of the PAGA Period so% — of the total of all Class Members, XYZ may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that the PAGA Period includes, if XYZ withdraws, the Settlement shall be void ab initio, have no more than 23,881 PAGA Pay Periods. Defendant shall make force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, XYZ will remain responsible for paying all Settlement Administration Expenses incurred to that point. XYZ must notify Class Counsel and the Court of its election at least two weeks before the hearing on Plaintiff's to withdraw not later than [seven] days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

11.8. 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. If option "b" is selected, the Parties shall advise the Court at least one week before the aforementioned hearing date that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), 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] 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.

11.1 CONTINUING JURISDICTION OF THE COURT. 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] court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

11.2 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.~~

~~11.3 Continuing Jurisdiction of the Court.~~ The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing_

9. settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

~~11.4~~ 9.1 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the PAGAClass Counsel Fees Payment and PAGAClass Counsel Litigation Expenses Payment ~~reflected set forth in this Settlement~~, the Parties, their respective counsel, ~~and all Participating-Class Members who did not object to the Settlement as provided in this Agreement~~, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. ~~If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.~~

~~11.5~~ Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

~~12.~~ AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

13.10. ADDITIONAL PROVISIONS.

~~13.1~~ 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 DefendantXYZ that any of the allegations in the Operative Complaint have merit or that DefendantXYZ has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that Defendant'sXYZ's 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 not approve this Settlement, Defendant grant Preliminary Approval, Final Approval or enter Judgment, XYZ reserves the right to contest certification of any class for any reasons, and XYZ reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to contest Defendant's move for class certification on any grounds

~~available and to contest XYZ's~~ defenses. The Settlement, this Agreement and Parties' willingness to_

10.1 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).

~~13.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, XYZ 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, XYZ 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 Class Members.~~

~~13.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.~~

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

~~13.510.3~~ Attorney Authorization. ~~PAGA~~Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and Defendant XYZ, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

13.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement

~~10.4~~ the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

~~13.7~~10.5 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

~~13.8~~10.6 No Tax Advice. Neither Plaintiff, PAGAClass Counsel, DefendantXYZ nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

~~13.9~~10.7 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.

~~13.10~~10.8 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

~~13.11~~10.9 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.

~~13.12~~10.10 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.

~~13.13~~10.11 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.

~~13.14~~10.12 Use and Return of Aggrieved EmployeeClass Data. Information provided to PAGAClass Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the PAGAClass Data provided to PAGAClass Counsel by DefendantXYZ 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 Administratordate-when-the-Court discharges its 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 Aggrieved

EmployeeClass Data received from DefendantXYZ unless, prior to the Administrator's payment~~Court's discharge~~ of all Settlement Funds, Defendantthe-Administrator's obligation, XYZ makes a written request to PAGA~~Class~~ Counsel for the return, rather than the destructions, of Aggrieved Employee~~Class~~ Data.

~~13.15~~10.13 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.

~~13.16~~10.14 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 legal holiday, such date or deadline shall be on the first business day thereafter.

~~13.17~~10.15 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Scott M. Lidman
LIDMAN LAW, APC
2155 Campus Drive, Suite 150
El Segundo, CA 90245

To DefendantXYZ:

Marlene S. Muraco
LITTLER MENDELSON P.C.
50 W. San Fernando St., 7th Floor
San Jose, CA 95113

~~13.18~~10.16 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be 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.

~~13.19~~10.17 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.

Jennifer Fine,

Aviation, LLC f/k/a DAL Global For XYZ

Services, Inc.

For Unifi

Scott Lidman,

Counsel For Plaintiff Marlene Muraco, _____ Counsel For
Defendant XYZ

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

(case name and number)

***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 _____ (abbreviate name; “XYZ” is used herein as a placeholder) for alleged wage and hour violations. The Action was filed by a[n][former] XYZ employee _____ (“Plaintiff”) and seeks payment of (1) back wages [and other relief] for a class of [e.g., hourly] employees (“Class Members”) who worked for XYZ during the Class Period (_____ to _____); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all [e.g., hourly] employees who worked for XYZ during the PAGA Period (_____ to _____) (“Aggrieved Employees”).

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

Based on XYZ’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$ _____ (less withholding) and your Individual PAGA Payment is estimated to be \$ _____.** 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 XYZ’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 XYZ’s records showing that **you worked _____ workweeks** during the Class Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

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

If you worked for XYZ 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 XYZ.

~~(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 XYZ, 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.

~~XYZ 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 XYZ 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 _____	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. XYZ 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 _____	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 _____ Final Approval Hearing	The Court's Final Approval Hearing is scheduled to take place on _____. 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	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 XYZ's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.
Written Challenges Must be Submitted by _____	

~~1. WHAT IS THE ACTION ABOUT?~~

Plaintiff is a[n] [former] XYZ employee. The Action accuses XYZ of violating California labor laws by failing to pay [e.g., overtime wages, minimum wages, wages due upon termination and reimbursable expenses] and failing to provide [e.g., meal periods, rest breaks and accurate-itemized wage statements]. 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:

_____ ("Class Counsel.")

XYZ 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 XYZ or Plaintiff is correct on the merits.

In the meantime, Plaintiff and XYZ hired ☐ an experienced, neutral mediator ☐ a retired judge

☐ _____ (describe alternative means of negotiation) _____

in an effort to resolve the Action by negotiating an 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 XYZ 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, XYZ 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) XYZ 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. ~~XYZ Will Pay \$ _____ as the Gross Settlement Amount (Gross Settlement). XYZ 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, XYZ will fund the Gross Settlement not more than [14] days after the Judgment entered by the Court become 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 \$ _____ (_____ % of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$ _____ for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.~~

B. ~~Up to \$ _____ 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 \$ _____ to the Administrator for services administering the Settlement.~~

D. ~~Up to \$ _____ 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 XYZ are asking the Court to approve an allocation of % _____ of each Individual Class Payment to taxable wages (“Wage Portion”) and % _____ to [e.g., interest, etc.] (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. [Option 1: (XYZ 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 XYZ 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.~~

☐ ~~will irrevocably lost to you because they will be paid to a non-profit organization or foundation (“Cy Pres”).~~

~~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 _____, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against XYZ.

~~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 XYZ 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 enter a Judgment. It is also possible the Court will enter a Judgment that is reversed on appeal. Plaintiffs and XYZ have agreed that, in either case, the Settlement will be void: XYZ will not pay any money and Class Members will not release any claims against XYZ.~~
- ~~8. Administrator. The Court has appointed a neutral company, _____ (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 XYZ has fully funded the Gross Settlement [Option 1: (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 XYZ or related entities for wages based on the Class Period facts and PAGA penalties based on PAGA Period facts, as alleged in the Action and resolved by this Settlement.~~

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

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) 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., “(a) any and all claims involving any alleged failure to pay minimum wage; etc.]. Except as set forth in Section 6.3 of the Settlement Agreement, Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts occurring outside the Class Period.^{viii}

- ~~10. Aggrieved Employees’ PAGA Release. After the Court’s judgment is final, and XYZ has paid the Gross Settlement (and separately paid the employer-side payroll taxes), all Aggrieved Employees will be barred from asserting PAGA claims against XYZ, 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 XYZ 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., (a) any and all claims involving any alleged failure to pay minimum wage; etc.].~~

~~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 \$ _____ 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 XYZ's records, are stated in the first page of this Notice. You have until _____ 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 XYZ's calculation of Workweeks and/or Pay Periods based on XYZ'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 XYZ's 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 _____, 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 _____, 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 XYZ are asking the Court to approve. At least _____ days before the _____ 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 _____ (url) _____ or the Court's website _____ (url) _____.~~

~~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 _____.** 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 _____ and include your name, current address,~~

telephone number, and approximate dates of employment for [XYZ] 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 _____ at (time) 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://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

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

~~9. HOW CAN I GET MORE INFORMATION?~~

The Agreement sets forth everything XYZ and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ (specify entity) 's website at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. _____. 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:-
Name of Attorney:-
Email Address:-
Name of Firm:-
Mailing Address:-
Telephone:-

Settlement Administrator:-
Name of Company:-

Email Address:
Mailing Address:
Telephone:
Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void

☐ you should consult the Unclaimed Property Fund _____ for instructions on how to retrieve the funds

☐ you will have no way to recover the money.

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.

ⁱ This Model Class Action and PAGA Settlement Agreement has been approved by the Court, the Complex litigation judges, and a 2022 Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue and comprised of 16 attorneys who regularly represent plaintiffs and defendants in wage and hour case. It is written for settlements of single plaintiff wage and hour actions asserting class claims and PAGA claims against a single employer (XYZ). The parties will need to revise this form if there are multiple plaintiffs or multiple defendants. For settlements of wage and hour class actions that do not include PAGA claims, please use the Model Class Action Settlement Agreement and Class Notice. ~~THE COURT ASKS ALL COUNSEL USING THIS MODEL AGREEMENT TO ATTACH A REDLINED VERSION TO THEIR MOTIONS FOR APPROVAL SO THAT THE COURT CAN EASILY SEE EXACTLY HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.~~

ⁱⁱ Whether the “date of preliminary approval” yields a fair and adequate payment to Class Members may depend on whether the Class Members, in exchange for their releases of claims, receive consideration for time worked between the date when parties reached a settlement and the date of preliminary approval. The Parties’ *Kullar* analysis must give the Court sufficient information to allow the Court to determine whether the Gross Settlement Amount “represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing the litigation.” (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 94–95, internal quotation marks omitted.)

ⁱⁱⁱ See endnote ii above.

^{iv} The Parties may need to tailor this language to pay periods or shifts depending on the facts of the case.

^v The Parties are free to negotiate a payment plan structure, if appropriate, and payment deadlines may fall earlier as necessary thereto.

^{vi} Note that this is not the only possible appropriate breakdown depending on the claims at issue in the case (e.g. a settlement that is solely a Labor Code Section 226(a) claim.)

^{vii} Insert negotiated terms, if any, addressing the possibility that XYZ’s estimates of class size, Workweeks or Pay Periods turn out to be understated such as an ADR clause imposing a duty to engage in good faith negotiations or mediation or an “escalator” clause memorializing XYZ’s promise to increase the Gross Settlement Amount in an agreed upon proportion to the percentage by which the calculated class size, Workweeks, or Pay Periods exceeds XYZ’s estimates.

^{viii} Releases in Notice should track the releases in the Settlement Agreement.

EXHIBIT 4

EXHIBIT 4

LAFFEY MATRIX

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			Years Out of Law School *				
Year	Adjustmt Factor**	Paralegal/ Law Clerk	1-3	4-7	8-10	11-19	20 +
6/01/22- 5/31/23	1.085091	\$225	\$413	\$508	\$733	\$829	\$997
6/01/21- 5/31/22	1.006053	\$208	\$381	\$468	\$676	\$764	\$919
6/01/20- 5/31/21	1.015894	\$206	\$378	\$465	\$672	\$759	\$914
6/01/19- 5/31/20	1.0049	\$203	\$372	\$458	\$661	\$747	\$899
6/01/18- 5/31/19	1.0350	\$202	\$371	\$455	\$658	\$742	\$894
6/01/17- 5/31/18	1.0463	\$196	\$359	\$440	\$636	\$717	\$864
6/01/16- 5/31/17	1.0369	\$187	\$343	\$421	\$608	\$685	\$826
6/01/15- 5/31/16	1.0089	\$180	\$331	\$406	\$586	\$661	\$796
6/01/14- 5/31/15	1.0235	\$179	\$328	\$402	\$581	\$655	\$789
6/01/13- 5/31/14	1.0244	\$175	\$320	\$393	\$567	\$640	\$771
6/01/12- 5/31/13	1.0258	\$170	\$312	\$383	\$554	\$625	\$753
6/01/11- 5/31/12	1.0352	\$166	\$305	\$374	\$540	\$609	\$734
6/01/10- 5/31/11	1.0337	\$161	\$294	\$361	\$522	\$589	\$709
6/01/09- 5/31/10	1.0220	\$155	\$285	\$349	\$505	\$569	\$686
6/01/08- 5/31/09	1.0399	\$152	\$279	\$342	\$494	\$557	\$671
6/01/07-5/31/08	1.0516	\$146	\$268	\$329	\$475	\$536	\$645
6/01/06-5/31/07	1.0256	\$139	\$255	\$313	\$452	\$509	\$614
6/1/05-5/31/06	1.0427	\$136	\$249	\$305	\$441	\$497	\$598
6/1/04-5/31/05	1.0455	\$130	\$239	\$293	\$423	\$476	\$574
6/1/03-6/1/04	1.0507	\$124	\$228	\$280	\$405	\$456	\$549
6/1/02-5/31/03	1.0727	\$118	\$217	\$267	\$385	\$434	\$522
6/1/01-5/31/02	1.0407	\$110	\$203	\$249	\$359	\$404	\$487
6/1/00-5/31/01	1.0529	\$106	\$195	\$239	\$345	\$388	\$468
6/1/99-5/31/00	1.0491	\$101	\$185	\$227	\$328	\$369	\$444
6/1/98-5/31/99	1.0439	\$96	\$176	\$216	\$312	\$352	\$424
6/1/97-5/31/98	1.0419	\$92	\$169	\$207	\$299	\$337	\$406
6/1/96-5/31/97	1.0396	\$88	\$162	\$198	\$287	\$323	\$389
6/1/95-5/31/96	1.032	\$85	\$155	\$191	\$276	\$311	\$375
6/1/94-5/31/95	1.0237	\$82	\$151	\$185	\$267	\$301	\$363

The methodology of calculation and benchmarking for this Updated Laffey Matrix has been approved in a number of cases. See, e.g., DL v. District of Columbia, 267 F.Supp.3d 55, 69 (D.D.C. 2017)

* $\frac{1}{2}$ Years Out of Law School $\frac{1}{2}$ is calculated from June 1 of each year, when most law students graduate. $\frac{1}{2}$ 1-3" includes an attorney in his 1st, 2nd and 3rd years of practice, measured from date of graduation (June 1). $\frac{1}{2}$ 4-7" applies to attorneys in their 4th, 5th, 6th and 7th years of practice. An attorney who graduated in May 1996 would be in tier $\frac{1}{2}$ 1-3" from June 1, 1996 until May 31, 1999, would move into tier $\frac{1}{2}$ 4-7" on June 1, 1999, and tier $\frac{1}{2}$ 8-10" on June 1, 2003.

** The Adjustment Factor refers to the nation-wide Legal Services Component of the Consumer Price Index produced by the Bureau of Labor Statistics of the United States Department of Labor.

EXHIBIT 5

EXHIBIT 5

Expense Summary
Jennifer Fine v. Unifi Aviation, LLC f/k/a DAL Global Services, Inc.

EXPENSE	AMOUNT
Mediation Costs (Plaintiff's portion)	\$7,450.00
Filing, Attorney Service, and Messenger Fees (including costs for filing instant PAGA Approval motion)	\$3,030.28
Document Purchasing Fees	\$71.20
Copying Costs	\$13.50
Postage Costs	\$51.61
TOTAL:	\$10,616.59

EXHIBIT 6

EXHIBIT 6

 PAGA Proposed Settlement of PAGA Case

Private Attorneys General Act (PAGA) – Filing

Proposed Settlement of PAGA case

PAGA Number (LWDA-CM-) : *

Please enter only the eight digit number after "LWDA-CM-" in the following format, "XXXXXX-XX".
[Search for PAGA Case number](#)

The timing of the deposit of settlement checks is governed by the provisions of the State Administrative Manual. This ministerial, administrative act of depositing a settlement check mandated by state procedures should not be construed as nor does it constitute an unconditional, voluntary and/or absolute acceptance of settlement proceeds or approval of the terms of any settlement agreement or judgment related to that check.

Your Information (Person Who is Filing)

Your First Name *

Your Last Name *

Your Email Address *

Your Street Name, Number and Suite/Apt *

Your Mobile Phone Number

Your City *

Your Work Phone Number

Your State *

Your Zip/Postal Code *

Court and Hearing Information

Court *

Court Case Number *

Hearing Date (if any)

Hearing Time

Hearing Location

Number of aggrieved employees *

Gross settlement amount *

100,000

Gross penalty amount *

45,054.83

Penalties to LWDA *

33,791.12

Date of proposed settlement *

03/18/2024

Proposed Settlement and Other Documents**Proposed Settlement *** 2024-03-22 ... executed).pdf**Other Attachment (if any)** No file chosen[Add Another Attachment](#)

Should you have questions regarding this online form, please contact PAGInfo@dir.ca.gov

IMPORTANT NOTICE OF REDACTION RESPONSIBILITY: All filers must redact: Social Security or taxpayer identification numbers; personal addresses, personal telephone numbers, personal email addresses, dates of birth; names of minor children; & financial account numbers. This requirement applies to all documents, including attachments.

☒ I understand that, if I file, I must comply with the redaction rules consistent with this notice.

From: [DIR PAGA Unit](#)
To: [Marlyn Ajanel](#)
Subject: Thank you for your Proposed Settlement Submission
Date: Wednesday, March 27, 2024 3:33:21 PM

03/27/2024 03:33:04 PM

Thank you for your submission to the Labor and Workforce Development Agency.

Item submitted: Proposed Settlement

If you have questions or concerns regarding this submission or your case, please send an email to pagainfo@dir.ca.gov.

DIR PAGA Unit on behalf of
Labor and Workforce Development Agency

Website: http://labor.ca.gov/Private_Attorneys_General_Act.htm