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9
10 **SUPERIOR COURT OF CALIFORNIA**
11 **IN AND FOR THE COUNTY OF LOS ANGELES**

12 CHRISTIAN SOLIS, RENE A. SORTO,
13 AKILA DAVENPORT, PEARL
PALACIOS, CHRISTIAN FERNANDEZ,
14 and RYAN CROWE, as individuals and on
behalf of all others similarly situated,

15 .
16 Plaintiffs,

17 v.

18 WORLDWIDE FLIGHT SERVICES,
INC., a Delaware corporation; and DOES
19 1-100, inclusive,

20 Defendants.
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Case No.: 22STCV04332

Assigned for All Purposes to:
Hon. Timothy Patrick Dillon
Dept. SSC-15

**DECLARATION OF NIKKI TRENNER IN
SUPPORT OF MOTION FOR
PRELIMINARY APPROVAL OF CLASS
ACTION AND PAGA SETTLEMENT**

Date: March 24, 2026
Time: 10:00 a.m.
Dept.: SSC-15

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26 Attorneys for Plaintiff RYAN CROWE
27
28

1 I, NIKKI TRENNER, declare as follows:

2 1. I am an attorney duly licensed to practice in California and before this Court, and I
3 am a partner with Crosner Legal, PC, counsel of record for Plaintiffs Solis, Davenport, and Pearl
4 in the above-captioned matter. If called to testify as to the facts within, I would and could
5 competently do so.

6 2. **Settlement Agreement and Notice.** Attached hereto as **Exhibit 1** is a true and
7 correct copy of the Parties' Class Action and PAGA Settlement Agreement and Class Notice.
8 Attached hereto as **Exhibit 2** is a redline copy of the Agreement showing the modifications made
9 by the Parties the LASC form agreement. Attached hereto as **Exhibit 3** is a true and correct copy
10 of Parties' Class Action Notice of Settlement. Attached hereto as **Exhibit 4.a** is a true and correct
11 copy of Plaintiff Solis's June 14, 2022 PAGA letter to the LWDA and proof of submission, and
12 attached hereto as **Exhibit 4.b** is a true and correct copy of Plaintiff Akila's and Davenport's May
13 10, 2024 PAGA notice letter to the LWDA and proof of submission. Attached hereto as **Exhibit 5**
14 is a true and correct copy of the proof of submission that operative complaint was uploaded to the
15 LWDA's website. Attached hereto as **Exhibit 6** is a true and correct copy of the proof of
16 submission that the Settlement Agreement was uploaded to the LWDA.

17 3. After inquiry to all other members of my firm, I am unaware of any other class,
18 representative or other collective action in any other court in this or any other jurisdiction that
19 asserts claims against similar to those asserted in this action on behalf of a class or group of
20 individuals that would include some or all of the individuals who would be Class Members or
21 PAGA Employees in this matter, other than the specific matters identified herein and in the
22 Settlement Agreement that are be resolved as part of this proposed settlement.

23 **CROSNER LEGAL'S EXPERIENCE**

24 4. I graduated from Trinity Law School in 2017 and joined Mara Law Firm, PC
25 (formerly The Turley and Mara Law Firm, APLC) that same year. I later joined Crosner Legal
26 in 2020 and am currently employed as a senior associate in the wage and hour department. I
27 have solely handled wage and hour class actions and PAGA lawsuits for six (6) years. I
28 routinely write and oppose motions, draft complaints, appear before the Court at law and

1 motion and settlement hearings, engage in the discovery process, including drafting Belaire-
2 West notices and meet and confer letters.

3 5. I have obtained class certification in the following matters: *Hernandez v.*
4 *Aviation Port Services, LLC*, Kern County Superior Court Case No. BCV-18-100141. I have
5 also assisted in obtaining millions of dollars for employees in the following court-approved
6 class action and/or representative PAGA settlements: *Michael Campbell, et al. v. Symons*
7 *Emergency Specialities, Inc.*, San Bernardino County Superior Court Case No. CIVDS1903158;
8 *Amber Collins v. Danbarb, Inc., et al.*, Los Angeles County Superior Court Case No.
9 20STCV44190; *Michael Elridge v. LA Downtown Medical Center, LLC, et al.*, Los Angeles
10 County Superior Court Case No. 20STCV05951; *Anthony Leon, et al. v. Sierra Aluminum*
11 *Company, et al.*, San Bernardino County Superior Court Case No. CIVDS2010856; *Elaine*
12 *Moyal v. Cabinets To Go, LLC*, Los Angeles County Superior Court Case No. 20STCV32477;
13 *Genevieve Rangel v. Bassett Direct NC, LLC*, Orange County Superior Court Case No. 30-
14 2018-01040101-CU-OE-CXC; *Jacob Buys v. Sizewise Rentals, Inc., et al.*, Sacramento County
15 Superior Court Case No. 34-2018-00225848-CU-OE-GDS; *Alejandro Valencia v. VM Tree*
16 *Service, Inc., et al.*, Riverside County Superior Court Case No. RIC1819395; *Joshua Rael v.*
17 *Intercontinental Hotels Group Resources, Inc.*, Los Angeles County Superior Court Case No.
18 19STCV16010; *Angel Cervantez v. Valley Pallet, Inc.*, Sacramento County Superior Court Case
19 No. 34-2018-00234334-CU-OE-GDS; *Tonja Edwards-Bloodsaw v. Sandburst Convalescent*
20 *Group, LTD, et al.*, Los Angeles Superior Court Case No. 19STCV15797; *Moriah Holtegaard,*
21 *et al. v. Howroyd-Wright Employment Agency, Inc. dba AppleOne Corporation Services, et al.*,
22 Central District Court of California, Eastern Division, Case No. 5:20-cv-00509 JGB (KKx);
23 *Jade Findley, et al. v. Avenue5 Residential, LLC, et al.*, Los Angeles County Superior Court
24 Case No. 20STCV34633; *Keivan Keyhanzad v. Ryan Cars, LLC dba Pomona Kia, et al.*,
25 Riverside County Superior Court Case No. RIC1905276; *Luis Bolanos v. FSC Corporation dba*
26 *Il Pastaio Restaurant, et al.*, Los Angeles County Superior Court Case No. BC722758; *Loretta*
27 *Cannon v. Pasadena Hospital Association, LTD dba Huntington Hospital*, Los Angeles County
28 Superior Court Case No. 19STCV14554; *Nathan Kapusta v. Cardinale Motors SLO, Inc., et al.*,

1 Kern County Superior Court Case No. BCV-20-101593; and *Jesse McCauley v. Mullahey Ford,*
2 *Inc., et al.,* San Luis Obispo County Superior Court Case No. 21CV0001.

3 6. Zach Crosner is a 2010 graduate of University San Diego School of Law, and has
4 some 14 years of experience as a practicing attorney, all of which have focused on litigation of
5 employment, labor law, consumer, and class action claims. Following graduation, he immediately
6 began working for a nationally recognized plaintiff's complex litigation firm, CaseyGerry, where
7 he had the fortune of working directly with past presidents of the consumer attorneys and recipients
8 of trial attorneys of the year awards. He also worked for former CAALA and CLAY trial attorney
9 of the year recipient, attorney Conal Doyle, as his sole associate attorney. During his tenure at these
10 firms, he focused on advocating for the rights of consumers and employees in class action litigation,
11 civil rights and employment litigation, catastrophic injuries, insurance bad faith and appellate
12 litigation.

13 7. In 2013, Mr. Crosner founded the law firm of Crosner Legal, P.C. which since its
14 inception has focused almost exclusively on wage and hour class actions and other labor and
15 employment law cases representing plaintiffs. Currently, over ninety percent (90%) of his
16 practice is dedicated exclusively to the prosecution of wage and hour class actions, and Crosner
17 Legal is currently responsible as lead counsel or co-lead counsel for prosecuting well over fifty
18 (50) wage and hour class actions and/or PAGA representative actions in both federal and state
19 courts throughout California.

20 8. Mr. Crosner currently is an executive board member of the Wage and Hour
21 Committee and the Legislative Committee for the California Employment Lawyers Association;
22 a member of the Grassroots Advocacy Team for the National Employment Lawyers
23 Association; Wage and Hour Committee member and Class Action Committee member for the
24 National Trial Lawyers; a member of the American Association for Justice; and member of the
25 Pound Civil Justice Institute. He was selected for 2018-23 by Super Lawyers as a "Southern
26 California Rising Star" for employment and labor law.

27 9. Jamie Serb is a partner with Crosner Legal and head of the firms' Wage & Hour
28 practice group. She graduated from the University of California, San Diego in 2004, graduated

1 from California Western School of Law in 2013, and has been a member of the California Bar
2 since 2013. She gained extensive experience in wage and hour litigation, beginning work as a
3 class action attorney in 2015 at the Mara Law Firm, PC (previously Turley & Mara Law Firm,
4 APLC; Turley Law Firm, APLC). She joined Crosner Legal on January 4, 2021 as an associate
5 attorney. She has handled wage and hour class actions and PAGA lawsuits for the past several
6 years and has assisted in obtaining millions of dollars for employees during her years of
7 practice.

8 10. Crosner Legal, P.C. has obtained several multi-million dollar wage and hour class
9 action settlements while serving as lead class counsel in recent years, including but not limited to
10 a \$1.9 million wage and hour class action settlement in 2015 (*Smith v. Lux Retail North America,*
11 *Inc.*, Case No. 3:13-cv-01579-WHA (N.D. Cal.)); a \$4.1 million wage and hour class action
12 settlement in 2016 (*Aguirre v. Mariani Nut Company, Inc. et al.*, Case No. 34- 2016-00190252
13 (Sacramento Cty. Super Ct.)); a \$1.35 million wage and hour class action settlement in 2017
14 (*Montelone v. Ocean Cities Pizza, Inc.*, Case No. 56-2014-00458249 (Ventura Cty. Super. Ct.)), a
15 \$1.8 million wage and hour class action settlement in 2018 (*Latham v. K.W.P.H. Enterprises, Inc.*
16 *dba American Ambulance*, Case No. 17C-0162 (Kings Cty. Super Ct.)), a \$1.3 million wage and
17 hour class action settlement in 2019 (*Means, et al. v. AirGas USA, LLC*, Case No. 17-CV-2160
18 JGB (C.D. Cal.)), a \$1.5 million wage and hour settlement in 2020 (*Babouchian, et al. v.*
19 *Wyndham Vacation Ownership, et al.*, Case No. CV18-14601 (San Diego Cty. Super. Ct.)), a
20 \$1.15 million wage and hour class action settlement in 2020 (*Buford v. Medical Solutions LLC*,
21 Case No. 4:18-CV-04864-YGR (N.D.Cal.)); a \$7.25 million wage and hour class action
22 settlement in 2020 in *Avina, et al. v. First Alarm Security & Patrol, Inc.*, Case No. 18CV323753
23 (Santa Clara Cty. Super Ct.); a \$2.2 million wage and hour class action settlement in 2021
24 (*Ghorchian, et al. v. West Hills Hospital, et al.*, Case No. LS029737 (Los Angeles Cty. Super.
25 Ct.)); a \$2.85 million dollar wage and hour settlement in 2021 (*Valencia v. The Original*
26 *Mowbray's Tree Service, Inc.*, Case No. CIVDS1825518 (San Bernardino Cty. Super. Ct.)); a \$1
27 million wage and hour class action settlement in 2022 (*Duong v. Loan Factory, Inc.*, Case No.
28 21CV382467 (Santa Clara Cty. Super. Ct.)), a \$1.4 million wage and hour class action settlement

1 in 2023 in *Correa, et al. v. FedEx Supply Chain, Inc.*, Case No. CIVDS2023369 (San Bernardino
2 Cty. Super. Ct.), a \$2.38 million wage and hour class action settlement in 2023 in *Michel, et al. v.*
3 *Valley Thrift Store, Inc.*, Case No. 21STCV00925 (Los Angeles Cty. Super. Ct.); a \$2.5 million
4 wage and hour class action settlement in 2023 in *Jajuga v. Pilot Travel Centers*, Case No.
5 CIVDS1931464 (San Bernardino Cty. Super. Ct.); \$1.015 million wage and hour class action
6 settlement in 2023 in *Gotishan v. Kyo Autism Therapy*, Case No. CGC-21-596378 (San Francisco
7 Cty. Super. Ct); and a \$1.15 million wage and hour PAGA settlement in 2023 in *Vaughn v.*
8 *Public Health Foundation Enters., Inc.*, Case No. 21STCV18512 (Los Angeles Cty. Super. Ct.); a
9 \$1.5 million wage and hour class action settlement in *McKinnie v. Iron Mountain*, Case No.
10 21STCV05707 (Los Angeles Cty. Super. Court); a \$1.3 million wage and hour class action
11 settlement in *Ellsworth, et al. v. Hallcon*, Case No. 20STCV06618 (Los Angeles Cty. Super.
12 Court); a \$1.925 million wage and hour class settlement in 224 in *Lo v. Cyberpower, Inc.*, Case
13 No. 21STCV31479 (Los Angeles Cty. Super. Ct); a \$1.19 million dollar wage and hour class
14 action settlement in 2024 in *Herrera v. Signature Flight Support LLC*, Case No. 22STCV18367
15 (Los Angeles Cty. Super. Ct.); a \$2.65 million wage and hour class action settlement in 2024 in
16 *Shilevinatz v. Airport Terminal Services*, Case No. CIVSB2229072 (San Bernardino Cty. Super
17 Ct.); a \$1 million wage and hour class action settlement in 2025 in *Hernandez v YZER, LLC*, Case
18 No. 23CV025345 (Alameda Cty. Superior Ct); a \$3.9 million wage and hour class action
19 settlement in 2025 in *Bolanos et al. v. Newport Fab*, Case No. 30-2022-01280696-CU-OE-CXC
20 (Orange Cty. Super. Ct.); and a \$5,093,537.50 wage and hour class action settlement in 2025 in
21 *Deaver, et al. v Blue Diamond Growers*, Case No. 34-2022-00316490-CU-OE-GDS (Sacramento
22 Cty. Super. Ct.). a \$5,600,000 wage and hour class action settlement in 2025 in *Goodwin et al. v*
23 *Save Mart*, Case No. STK-CV-UOE-2023-0002062 (San Joaquin Cty. Super. Ct.); a \$1,300,000
24 wage and hour class action settlement in 2025 in *Perez v Qantas Airways Ltd*, Case No.
25 23STCV18974 (Los Angeles Cty. Super. Ct.); and a \$1,650,000 wage and hour class action
26 settlement in 2025 in *Williams et al v. Bluetriton Brands* Case No. CIVSB2325920 (San
27 Bernardino Cty. Super. Ct.).

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BACKGROUND/LITIGATION HISTORY

11. Defendant Worldwide Flight Services, Inc. (“Worldwide”) is a global organization that provides airline cargo and passenger ramp and baggage handling services including multiple locations in California, including Los Angeles, San Diego, Sacramento, Fresno, and Stockton. Plaintiffs all were employed by Defendants as a non-exempt employees at various of Defendants’ California locations during the Class Period.

12. On February 3, 2022, Plaintiff Solis filed the instant class action lawsuit against Worldwide alleging causes of action for unpaid minimum and overtime wages, failure to provide meal and rest breaks, wage statement violations, waiting time penalties, unreimbursed business expenses, and unfair competition. On October 3, 2022, after notice to the LWDA and Defendant, and exhausting administrative remedies, Solis filed a First Amended Complaint adding a PAGA cause of action.

13. On August 16, 2023, Plaintiff Sorto filed a class action lawsuit in Los Angeles (Case No. 23STCV19656), alleging causes of action for failure to pay overtime wages, failure to pay sick leave, failure to provide meal and rest periods, waiting time penalties, failure to provide accurate wage statements, and unfair competition. Worldwide then removed Sorto’s class case to federal court, before later remanding the case back to state court. On October 24, 2023, after notice to the LWDA and Defendant, and exhausting administrative remedies, Sorto filed a separate lawsuit in Los Angeles (Case No. 23STCV26018) alleging a single cause of action under PAGA.

14. On September 9, 2024, Plaintiffs Davenport and Palacios filed a class action lawsuit in Los Angeles County (Case No. 24STCV23213), alleging causes of action for failure to pay overtime wages, failure to pay sick leave, failure to provide meal and rest periods, waiting time penalties, failure to provide accurate wage statements, and unfair competition. On May 10, 2024, Davenport and Palacios provided PAGA notices to the LWDA, and Worldwide removed the case to federal court on December 2, 2024, where it remains pending.

15. On September 25, 2023, Plaintiff Fernandez filed a class action complaint against Defendant in Los Angeles Superior Court (Case No. 23STCV23197), alleging various wage and hour claims. Defendant subsequently removed the matter to the United States District Court for the

Central District of California, Case No. 2:23-cv-10435-DSF (JPRx).

16. On November 21, 2023, Plaintiff Ryan Crowe commenced his action by filing a Complaint alleging causes of action against Defendant for 1. Failure to Authorize or Permit Rest Periods in Violation of Labor Code §§ 226.7; 2. Failure to Provide Complete and Accurate Wage Statements in Violation of Labor Code §§ 226; 3. Failure to Timely Pay All Earned Wages and Final Paychecks Due at Time of Separation of Employment in Violation of Labor Code §§201, §§202, and §§203; and 4. Violation of Business and Professions Code §§ 17200, et seq., filed in the Los Angeles Superior Court, Case No. 23STCV28645 (“Crowe Class Action”). On January 26, 2024, Plaintiff Crowe filed a PAGA-only action alleging additional causes of action against Defendant for enforcement of Labor Code section 2698 et seq., filed in Los Angeles County under case number 24STCV02184 (“Crowe PAGA Action”).

17. In April 2024, the Parties to the above cases participated in a global mediation with Dan Turner, Esq., respected wage and hour class action mediator. The mediation lasted a full day and, while the Parties did not settle at the mediation, they continued to negotiate with the mediator’s assistance and, following a second mediation in June 2025, ultimately reached agreement on all major issues to resolve the matters on a global basis. They then formally reduced the proposed settlement to the Agreement now before the Court for approval. The Agreement meets the requirements in the LASC Checklist for Preliminary Approval. The Agreement has also been uploaded to the LWDA.

18. Finally, in order to fully effect a global settlement of the above cases, the Parties stipulated to file a Second Amended Complaint in this matter to include all plaintiffs and claims alleged in the three complaints. The operative SAC, filed on October 9, 2025, alleges claims for minimum and overtime wages, meal and rest break violations, inaccurate wage statements, waiting time penalties, unreimbursed expenses, unfair competition, and penalties under PAGA.

INVESTIGATION

19. Prior to the mediation, Defendants provided Plaintiffs with extensive informal discovery, including Plaintiffs’ personnel, time, and payroll records, time records and payroll records for the entire population of Settlement Class Members, wage statement exemplars,

1 Defendants' employee handbooks, including policies and procedures regarding the payment of
2 wages, the provision of meal and rest breaks, timekeeping policies (including recording hours),
3 issuance of wage statements, and termination wages, as well as information regarding the number
4 of putative Settlement Class Members who are current and former employees, sample arbitration
5 agreements, the number of PAGA Aggrieved Employees, the number of workweeks throughout
6 the Class Period, and the number of pay periods throughout the PAGA Period. From this
7 information, Plaintiffs were able to analyze Defendants' liability for the claims asserted in this case
8 and, with the assistance of Plaintiffs' experts at Berger Consulting Group, the potential exposure
9 and damages.

10 20. Based on this informal discovery, Plaintiffs contend the Settlement Class Members
11 were not paid all minimum or overtime wages, did not receive proper expense reimbursement, were
12 not provided with legally compliant meal and rest periods, did not receive compliant wage
13 statements, and did not receive all wages due on separation of employment. In considering the
14 reasonableness of the proposed settlement, Plaintiffs considered each of Defendants'
15 counterarguments, which sharply contested Plaintiff's claims. Plaintiffs' Counsel weighed the
16 strength of Defendants' arguments, including the risks posed by the various arbitration agreements,
17 the risks of prevailing in the underlying individual arbitrations and on the merits of the
18 representative claims, and determined that the proposed settlement is in the best interests of the
19 Settlement Class. Although remaining confident in the strength of their claims, all these factors led
20 Plaintiffs to discount the exposure analysis, discussed in detail below.

21 **TERMS OF THE PROPOSED SETTLEMENT**

22 21. The Parties have agreed (subject to Court approval) that this action be settled and
23 compromised for the non-reversionary sum of \$5,115,000.00 ("Gross Settlement Amount" or
24 "GSA"). (Agreement, §§ 1.20, 3.1.) The GSA includes: (a) attorney's fees of up to \$1,705,000
25 (one-third of the GSA) to compensate Class Counsel for work already performed and all work
26 remaining to be performed (Agreement, §§ 1.6, 3.2.2.); (b) actual litigation expenses not to exceed
27 \$50,000.00 (Agreement, §§ 1.7, 3.2.2.); (c) Administration Costs to Phoenix Settlement
28 Administrators in an amount not to exceed \$25,995 (Agreement, §§ 1.3, 3.2.3.); (d) Enhancement

1 Awards to Plaintiffs in an amount not to exceed \$5,000 each (\$30,000 total) (Agreement, §§ 1.16,
2 3.2.1.) and (e) PAGA penalties to the LWDA of \$75,000.00 (which is 75% of the \$100,000.00
3 PAGA Payment, with the remaining 25% or \$25,000.00 to PAGA Aggrieved Employees)
4 (Agreement, §§ 1.33, 3.2.4.). Employer-side payroll taxes (including FICA, FUTA, and SDI) will
5 be paid by Defendants separate and apart from the GSA. (Agreement, § 3.1.) The Plaintiffs also
6 collectively entered into a separate confidential settlement agreement with Defendant in exchange for a full,
7 general release of claims in addition to the Plaintiffs' Release in § 5.1 of the Agreement.

8 22. After all Court-approved deductions from the GSA, it is estimated that \$3,204,005
9 ("Net Settlement Amount" or "NSA"), less all applicable employee-side taxes, will be distributed
10 to the estimated 3,319 Settlement Class Members, with an average individual settlement amount of
11 around \$965. Additionally, it is estimated that the 25% PAGA Payment (\$25,000.00) will be
12 distributed to the estimated 2,547 PAGA Aggrieved Employees, resulting in an average payment
13 of \$9.81 per PAGA Aggrieved Employee.

14 23. Subject to the terms and conditions of the Settlement, Phoenix will calculate and
15 issue Individual Settlement Payments to Participating Settlement Class Members based on the
16 following formula: (a) dividing the Net Settlement Amount by the total number of Workweeks
17 worked by all Participating Settlement Class Members during the Class Period and (b) multiplying
18 the result by each Participating Settlement Class Member's Workweeks. (Agreement, § 3.2.5.)

19 24. Additionally, Phoenix will calculate and issue payments to PAGA Aggrieved
20 Employees based on the following formula: (a) dividing the amount of the PAGA Aggrieved
21 Employees' 25% share of PAGA Penalties (\$25,000.00) by the total number of PAGA Period Pay
22 Periods worked by all PAGA Aggrieved Employees during the PAGA Period and (b) multiplying
23 the result by each PAGA Aggrieved Employee's PAGA Period Pay Periods. Therefore, the value
24 of each PAGA Aggrieved Employee's share of the PAGA Payment ties directly to the amount of
25 pay periods that he or she worked. (Agreement, § 3.2.4.)

26 25. The number of pay periods and weeks worked by each Participating Class
27 Member and PAGA Aggrieved Employee will be derived from Defendants' records. Each Class
28 Member's gross settlement award will be apportioned as follows: 20% wages and 80% penalties

1 and interest. Phoenix will be responsible for issuing Form W-2s for amounts deemed “wages” and
2 Form 1099s for the portions allocated to penalties and interest. (Agreement, § 3.2.5.1.)

3 26. Settlement checks must be cashed or deposited within 180 days after the checks are
4 mailed to them. (Agreement, § 4.4.1.) In the event a settlement check remains uncashed, such
5 uncashed funds shall be transmitted to the State Controller’s Office Unclaimed Property Fund in
6 the name of the Participating Class Member and/or PAGA Aggrieved Employee for later claim.
7 (Agreement, § 4.4.3.) Because this lawsuit benefits Settlement Class Members/PAGA Aggrieved
8 Employees who release claims by participating in the lawsuit, the funds representing their
9 settlement payments should remain their property. By sending the uncashed funds to the Unclaimed
10 Property Fund in the name of the Class Member/PAGA Aggrieved Employee, he or she can claim
11 his or her property at a future date convenient to the Class Member. Therefore, there will be no
12 unpaid residue or unclaimed or abandoned Class Member funds under California Code of Civil
13 Procedure section 384(a).

14 27. Within fifteen days after entry of the Preliminary Approval Order, Defendant will
15 provide Phoenix with the Class List, containing each Class Member’s first and last name, last
16 known mailing address, Social Security number, total number of weeks worked during the Class
17 Period, and total number of pay periods worked during the PAGA Period. (Agreement, § 4.2.) Prior
18 to mailing, Phoenix will perform a search for updated addresses in the National Change of Address
19 Database. (Agreement, § 7.4.2.) Phoenix will use the NCOA and skip traces to attempt to find
20 current addresses for any Notice returned as undeliverable. For any re-mailed Notice, Phoenix will
21 extend the Class Member’s Response Deadline by 14 calendar days. If Phoenix is unable to obtain
22 a better address for a Class Member, the Notice will be deemed undeliverable. Within 14 days after
23 receipt of the class data, Phoenix will mail via regular First-Class mail the Notice to all Settlement
24 Class Members. (Agreement, § 7.4.3.)

25 28. The contents of the Notice are consistent with the terms of the Agreement. The
26 Notice informs Settlement Class Members how and when to request exclusion from or object to the
27 settlement and of their estimated payment amount which they will automatically receive a
28 settlement payment if they do nothing. The Notice further advises Settlement Class Members how

1 to obtain documents filed in the case from the Court, Phoenix or Class Counsel, how to check the
2 Court's website to find out whether the Final Approval hearing date/location has been changed,
3 directs the Class Member to Phoenix's website and the Court's website to find out whether final
4 judgment has been entered.

5 29. Settlement Class Members will have 45 days from the initial mailing of the Notice
6 to respond to the settlement by submitting a challenge to the number of weeks or pay periods
7 attributed to them, submitting an objection, or requesting to be excluded from the settlement and
8 the consequences of each choice. (Agreement, § 1.44.) Settlement Class Members can object to the
9 settlement in writing via mail or fax by submitting a document with their name, the words "Notice
10 of Objection" or "Formal Objection" and a description of the arguments supporting their objection.
11 Settlement Class Members are informed that the Court will hear any objections from any Class
12 Member who attends the Final Approval Hearing. (Agreement, § 7.7.)

13 30. Settlement Class Members can also submit a written request for exclusion from the
14 settlement by mailing or faxing a written request, including his or her name, address, and phone
15 number, and a statement demonstrating his or her intent to opt out of the settlement. (Agreement,
16 § 7.5.)

17 31. The Notice also informs the Class Member/PAGA Aggrieved Employees that they
18 can dispute the number of weeks/pay periods allotted to them to calculate their settlement payments
19 by contacting Phoenix before the Response Deadline and include any documentation supporting
20 the dispute. Phoenix will investigate the dispute, request additional information from Defendants,
21 and make a final decision as to the number of eligible work weeks/pay periods. (Agreement, § 7.6.)

22 32. Defendants shall fund the within 14 days of the Effective Date. (Agreement, § 4.3.)
23 Phoenix shall disburse all payments under this Settlement within 14 days of receipt. (Agreement, §
24 4.4.)

25 33. Upon Defendants' payment funding the GSA, Participating Settlement Class
26 Members shall forever release the Released Parties for the Released Claims for the Class Period.
27 (Agreement, § 5.2.) Likewise, upon Defendants' payment funding the GSA, Plaintiffs, the PAGA
28 Aggrieved Employees, and the State of California shall forever release the Released Parties for the

1 PAGA Released Claims for the PAGA Period. (Agreement, § 5.3.)

2 34. As discussed below, co-counsel and I are convinced that the proposed settlement is
3 in the Settlement Class Members' best interests based on the negotiations and a detailed knowledge
4 of the issues present in this action. The length and risks continued litigation that affect the value of
5 the claims were all carefully weighed. In addition, the affirmative defenses asserted by Defendants,
6 the uncertainty of class certification, the difficulties of complex litigation, the lengthy process of
7 establishing specific damages and various possible delays and appeals were also carefully
8 considered by Plaintiffs' Counsel in arriving at the proposed settlement.

9 **The Settlement is Fair and Reasonable Based on the Strengths of Plaintiff's Case and the**
10 **Risks and Costs of Further Litigation**

11 35. The proposed settlement was reached as a result of arm's-length negotiations.
12 Though cordial and professional, the settlement negotiations have been, at all times, adversarial
13 and non-collusive in nature. Following the final successful mediation, Counsel for the Parties
14 further negotiated regarding the settlement terms memorialized in the Agreement.

15 36. While Plaintiffs, co-counsel and I believe in the merits of their case, they also
16 recognize the inherent risks of litigation and understand the benefit of Settlement Class Members
17 receiving significant settlement funds immediately as opposed to risking continued litigation in
18 achieving class certification, the merits of the case before and after trial, the damages awarded
19 and/or an appeal that can take several more years to litigate.

20 37. The Parties thoroughly investigated and evaluated the factual strengths and
21 weaknesses of their arguments before reaching the proposed settlement, and engaged in sufficient
22 investigation, research and discovery, referenced above, to support the settlement. The proposed
23 settlement was only possible following significant analysis and evaluation of Defendants' relevant
24 policies and procedures, as well as the data it produced for the putative Class, which permitted
25 Plaintiffs' Counsel and experts to engage in a comprehensive analysis of liability and potential
26 damages to prepare for mediation.

27 38. The proposed settlement was only possible following significant analysis and
28 evaluation of Defendants' relevant policies and procedures, as well as the data that Defendants

1 produced for the Class. This permitted Plaintiffs' Counsel to engage in a comprehensive analysis
2 of liability and potential damages. The discovery conducted resulted in Plaintiffs' central theories
3 of liability, which are based on Plaintiffs' claims that Defendants failed to provide compliant meal
4 and rest periods, failed to pay all minimum and overtime wages at the correct rate, failure to pay
5 gratuities, failed to provide accurate, itemized wage statements and failed to pay all wages due on
6 separation of employment As explained above, Defendants maintained that Plaintiffs signed
7 binding arbitrations agreements with class action waivers and, even if the arbitration agreements
8 were determined to be unenforceable, the discovery produced demonstrates that it would succeed
9 at both class certification and on the merits.

10 39. Plaintiffs believe this case is suitable for certification on the claimed basis that there
11 are company-wide policies that Plaintiffs contend violate California law and uniformly affect the
12 Settlement Class Members. However, Defendants' counterarguments raise uncertainties with
13 respect to both class certification and success on the merits. While remaining confident in the
14 strengths of her claims, all of these factors led Plaintiffs to discount the following maximum
15 potential damage claims.

16 40. Defendants provided Plaintiffs with class-wide data from which Plaintiffs' Counsel
17 could extrapolate a damage analysis in preparation of mediation. Prior to mediation, there were a
18 total of about 3,319 putative class members and 272,164 work weeks in the Class Period. There are
19 also approximately 2,547 Aggrieved Employees and 93,777 pay periods within the PAGA Period.

20 41. Plaintiffs assert Defendants' failed to pay for all hours worked, and allege WFS fails
21 to relieve employees of all duties during meal periods because it requires employees to remain on
22 premises and perform work-related tasks during meal periods. Plaintiffs allege this resulted in unpaid
23 "off the clock" work and estimated they lost about one hour of compensable work time each week.
24 In response, WFS argued its timekeeping and payroll policies accurately tracked and paid for all
25 hours worked by the Settlement Class Members, and that its policies strictly forbade any off the
26 clock work. Thus, per Defendants, if any off the clock work occurred it was done in violation of
27 company policy and without the company's knowledge or authorization. For these reasons as well,
28 WFS argued that class certification would be impossible due to the individualized inquiries that

1 would be needed to determine if off the clock work occurred and the reasons therefor. Without
2 considering any of Defendants' defenses to certification or on the merits, Plaintiff's expert
3 estimated Defendants' maximum exposure for this claim as about \$5,816,500 on the off the clock
4 claim.

5 42. Plaintiffs and the Class Members also were paid non-discretionary bonuses and shift
6 differentials, which payments they claim were not incorporated into the regular rate for purposes
7 of calculating overtime, sick leave pay and meal period premiums. For example, Solis received
8 holiday pay and shift bonuses of \$0.25 - \$0.50 per hour for working certain shifts but these amounts
9 were not taken into account when compensating him for overtime, sick pay, and meal period
10 premiums. Instead, Plaintiffs allege Defendant paid overtime, sick leave, and meal period premium
11 payments to all employees at their base hourly rates. Failure to correctly calculate the regular rate
12 of pay for such payments led to an underpayment of over **\$2.4 million** in wages to employees.

13 43. Plaintiffs next contend Defendants failed to provide legally compliant meal and rest
14 breaks. Specifically, as discussed above, Plaintiffs contend Defendants contend Defendant
15 regularly required employees to perform while purportedly clock out on meal breaks. Beyond that,
16 Plaintiffs further allege their experts' review of the time and payroll data suggests substantial "de
17 facto" violations for lunch breaks that were taken late, cut short or interrupted by work, or not
18 provided at all. Plaintiffs' experts' review of the sample records suggested (1) 10% of shifts had late
19 first meal periods and 14% had completely missed first meal periods; and (2) 67% of shifts over 12
20 hours had completely missed second meal periods; and (3) Defendant did not pay meal period
21 premiums to employees prior to 2023. Plaintiffs contend that due to the volume of work Defendants
22 imposed and inadequate staffing resulted in these "de facto" meal period violations and violated
23 Labor Code sections 512, 226.7, and the applicable IWC Wage Order, as well as *Brinker Restaurant*
24 *Corp. v. Superior Court* (2012) 53 Cal.4th 1004 and *Augustus v. ABM Security Serv., Inc.* (2016) 2
25 Cal.5th 257 for failure to provide compliant meal and rest periods within the applicable time frames.
26 Plaintiffs similarly allege that ten-minute rest periods either were not provided or were non-
27 compliant and cut short or interrupted.

28 44. Defendant denies Plaintiffs' contentions, and argued it made meal and rest breaks

1 available to Settlement Class Members in compliance with California law and its fully compliant
2 meal and rest break policies. WFS contended Class Members were provided with all required
3 breaks, or that it paid appropriate meal period premiums on the rare occasions a violation did occur,
4 as reflected in its time/payroll records. The payroll data produced by Defendants confirms that
5 Defendants paid a substantial amount of meal period premiums. Defendants further argued
6 Plaintiffs' meal and rest break claims are not susceptible to common proof, as the claims would
7 require individualized inquiry, including whether there was an unlawful companywide policy,
8 whether employees had the opportunity to take meal and rest periods, whether they voluntarily
9 chose to forego their meal and rest periods, and whether Defendants ever prevented them from
10 taking meal and rest periods. Accordingly, Defendants contend these claims are vulnerable to a
11 ruling that class treatment is not appropriate. Without taking into consideration any of Defendants'
12 defenses to certification or on the merits, Plaintiffs calculated Defendants' maximum exposure for
13 the meal and rest break claims as approximately \$10,492,880 for the meal break claims and the rest
14 break claims at about \$27,863,510.

15 45. Plaintiffs also contend WFS failed to reimburse Plaintiffs and the other Class
16 Members for their business expenses, including personal cellular phone bills incurred due to use of
17 the employees' cell phones for communications. On a daily basis, the Plaintiffs claim they would
18 be called or texted by their supervisors while working, inquiring as to what they were doing, when
19 they would be back from breaks, and requesting they complete additional and/or other tasks; and
20 multiple times per week, the Plaintiffs would be contacted on their cell phones for work-related
21 purposes outside of work hours. Per Plaintiffs, they received no reimbursement for using the
22 personal phones. In response WFS argued that use of personal phones while working was
23 prohibited, and to the extent Class Members used their own phones for any work purposes it was
24 purely for personal convenience and not necessary for performing their job duties. For this reason,
25 WFS argued it owed no reimbursement under Labor Code § 2802. (Trenner Decl., ¶ 38.)

26 46. On the alleged violations of Labor Code § 226 (wage statement violations) and §§
27 201-203 (waiting time penalties), Defendants argued their wage statements complied with Section
28 226 and provided all required information. As far as the derivative claims, they will rise or fall

1 along with the primary unpaid wage claims, in addition to being subject to “good faith” and other
2 defenses available to Defendants. Without taking into consideration any of Defendant’s defenses
3 to certification or on the merits, we calculated Defendants’ maximum exposure for wage statement
4 penalties as \$9,260,400 and the maximum exposure for waiting time penalties at about
5 \$21,024,000.

6 47. As far as potential PAGA liability, the theoretical civil penalties likely exceed \$71
7 million should Plaintiffs prevail on all claims and establish violations of the multiple Labor Code
8 sections at issue, and recover the maximum penalty for every single pay period at issue. As with
9 the class claims, Plaintiffs discounted the potential PAGA penalties based on Defendants’ various
10 defenses on the merits and also accounted for the Court’s wide discretion to reduce such penalties,
11 or to decline to award penalties at all. Accordingly, the Parties allocated \$100,000 to PAGA
12 penalties. Plaintiffs submit this amount is reasonable under the circumstances and in line with
13 comparable settlements in other wage and hour class actions in California. Additionally, the LWDA
14 has been informed of the terms of the PAGA portion of the settlement, and will be able to weigh
15 in as necessary.

16 48. The settlement obviates the significant risk that this Court may find any kind of class
17 resolution unachievable or might deny certification of all or some of Plaintiffs’ claims.
18 Furthermore, even if Plaintiffs obtained certification of all or some of the claims, continued
19 litigation would be expensive as the parties pursued merits discovery, a probable motion to
20 decertify, as well as trial and possible appeals, and would substantially delay any recovery by the
21 class with no assurance of recovering significantly more than the proposed settlement. Overall,
22 while Plaintiff is confident in the merits of his claims, a legitimate controversy exists as to each
23 cause of action. Plaintiffs also recognize proving the amount of wages and penalties due each Class
24 Member would be an expensive and uncertain proposition.

25 49. Thus, Plaintiffs, co-counsel and I discounted the value of the class claims consistent
26 with the risks discussed above, as well as the potential applicability of arbitration agreements
27 signed by many Settlement Class Members. We carefully weighed the likelihood of the class
28 receiving substantially greater benefit if the litigation continued, and concluded – in light of these

1 very real and substantial risks – settlement on the proposed terms and without prolonged and costly
2 litigation was in the best interests of the class. The overall \$5,115,000 recovery represents a
3 significant percentage of Defendants’ potential exposure and, given Defendants’ multi-layered
4 defenses and all other potential risks of continued litigation, a total recovery for the class of
5 \$5,115,000, which will result in average award of some \$965 per class member, plus additional
6 sums under PAGA, is a significant result well within the range of reasonableness considering all
7 potential outcomes, and it will provide direct monetary awards to all Settlement Class Members
8 without further delay.

9 **Provisional Class Certification Should be Granted**

10 50. First, the class is both sufficiently numerous, consisting of approximately 3,319
11 individuals, and ascertainable by reference to Defendants’ personnel and payroll records.

12 51. Plaintiffs contends their claims all are typical of the Settlement Class Members’
13 claims because they arise from the same factual basis and are based on the same legal theories
14 applicable to the Settlement Class Members. Plaintiffs further contend Defendants’ policies applied
15 to all Settlement Class Members and each Class Member is challenging the same policies and
16 practices. As such, the typicality requirement is satisfied for purposes of settlement.

17 52. Plaintiffs all have been and will continue to be committed to vigorously prosecuting
18 this case, and they have no conflicts of interest with the Class. Further, their counsel are experienced
19 class action counsel. For these reasons, Plaintiffs contend they are adequate class representatives.

20 53. Common questions of law and fact predominate – particularly for purposes of a
21 settlement class – as the Settlement Class Members all were subject to the same meal and rest break
22 policies and alleged “de facto” policies resulting in meal period violations, and similarly subject to
23 the same alleged time keeping policies that resulted in off the clock work. Since the focus of the
24 claims against Defendants concern the legality of common policies applied uniformly to the entire
25 class, common issues predominate over individualized inquiries concerning liability. For instance,
26 Defendants’ meal and rest break policy is company-wide policy applied equally and consistently
27 to all Settlement Class Members, and this policy is either compliant with California law or it is not.
28 Regardless of that determination, it will decide liability for all Settlement Class Members one way

1 or another.

2 54. Finally, resolving this matter as a class action is superior to other available means
3 for the fair and efficient adjudication of this controversy for multiple reasons, including inter alia:
4 (a) individual joinder of all members of the class is impractical, (b) class action treatment will
5 permit a large number of similarly situated persons to resolve their common claims in a single
6 forum simultaneously, efficiently, and without unnecessary duplication of effort and expense; and
7 (c) the damages suffered by many of the individual class members are relatively small and the
8 expenses and burden of individual litigation would make it difficult or impossible for them to
9 seek redress on their own.

10 **Phoenix Should be Appointed as the Settlement Administrator**

11 55. The Parties agreed to use Phoenix Settlement Administrators as the Settlement
12 Administrator in this matter. (Agreement, § 7.1.) Phoenix is highly qualified and experienced as a
13 settlement administrator, committed to the security of data (having experienced no data breaches
14 at all), carries insurance for the theft of money or data, and has no relationship with Counsel.

15 **Notice to Settlement Class Members Complies With California Rule of Court 3.769(f)**

16 56. California Rule of Court 3.769(f), provides: “If the court has certified the action as
17 a class action, notice of the final approval hearing must be given to Settlement Class Members in
18 the manner specified by the court. The notice must contain an explanation of the proposed
19 settlement and procedures for Settlement Class Members to follow in filing written objections to it
20 and in arranging to appear at the settlement hearing and state any objections to the proposed
21 settlement.” Here, the proposed Notice meets all of these requirements, as it advises Settlement
22 Class Members of their rights to participate in the settlement, how to and when to object to or
23 request exclusion from the settlement, and the date, time, and location of the final approval hearing.
24 Settlement Class Members need not do anything to receive their *pro rata* share of the settlement.

25 57. For all the foregoing reasons, I believe the settlement is fair, reasonable, and in the
26 best interests of the class.

27 //

28 //

1 I declare under penalty of perjury under the laws of the State of California that the foregoing is
2 true and correct. Executed this 18th day of February at Los Angeles, California.

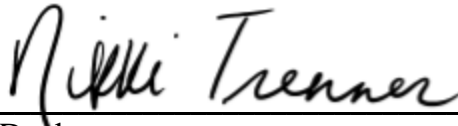
3 
4 Nikki Trenner
5 Declarant

Exhibit 1

CLASS AND REPRESENTATIVE PAGA ACTION SETTLEMENT AGREEMENT

This Class and Representative PAGA Action Settlement Agreement (the “Agreement”) is made by and between Plaintiffs Rene A. Sorto, Christian Solis, Akila Davenport, Pearl Palacios, Christian Fernandez, and Ryan Crowe (collectively, “Plaintiffs”), on one hand, and Defendant Worldwide Flight Services, Inc., a Delaware corporation (“Defendant”), on the other. The Agreement refers to Plaintiffs and Defendant collectively as “Parties” or, individually, as a “Party.”

1. DEFINITIONS.

1.1 **“Address Search”** shall mean the Administrator's investigation and search for current Class Member and Aggrieved Employee mailing addresses using all reasonably available sources and methods and shall include, but not be limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members and/or Aggrieved Employees.

1.2 **“Administrator”** shall mean Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 **“Administration Expenses Payment”** shall mean the amount the Administrator shall be paid from the GSA to reimburse it for reasonable fees and expenses it incurs in accordance with the Administrator's “not to exceed” bid submitted to the Court in connection with approval of the Settlement.

1.4 **“Class”** or **“Class Member(s)”** shall mean all current and former non-exempt employees that worked for Defendant in California at any time during the Class Period.

1.5 **“Class Counsel”** shall mean, collectively: (i) Zachary Crosner, Jamie Serb, and Nikki Trenner of Crosner Legal, PC; (ii) Michael Nourmand and James Desario of The Nourmand Law Firm, APC; (iii) Zorik Mooradian and Haik Hacopian of Mooradian Law, APC; and (iv) Joseph Lavi, Colby Meagle, Cassandra Castro, and Vincent Granberry of Lavi & Ebrahimian, LLP.

1.6 **“Class Counsel Fees Payment”** shall mean the amount allocated to Class Counsel for reimbursement of reasonable attorneys' fees incurred to prosecute the Lawsuits, in an amount not to exceed One Million Seven Hundred Five Thousand Dollars and Zero Cents (\$1,705,000.00).

1.7 **“Class Counsel Litigation Expenses Payment”** shall mean the amount allocated to Class Counsel for reimbursement of reasonable expenses incurred to prosecute the Lawsuits, in an amount not to exceed \$50,000.00.

1.8 **“Class Data”** shall mean Class Member and Aggrieved Employee identifying information in Defendant's possession including the name, last-known mailing address, Social Security number, e-mail addresses (if known), and number of Workweeks and PAGA Pay Periods worked by each Class Member and/or Aggrieved Employee.

1.9 **“Class Notice”** shall mean the Court-approved notice of the proposed settlement, to be mailed to Class Members in English with a Spanish translation, in the form, without material variation, attached as **Exhibit A** and incorporated by reference into the Agreement.

1.10 **“Class Period”** shall mean the period of time commencing on June 25, 2019, and ending on August 8, 2025.

1.11 **“Class Representative(s)”** shall mean Plaintiffs.

1.12 **“Court”** shall mean the Superior Court of California, County of Los Angeles.

1.13 **“Defendant”** shall mean Worldwide Flight Services, Inc.

1.14 **“Defense Counsel”** shall mean James C. Fessenden, Landon R. Schwob, Julia A. Sherwood, and Lauren M. Guggisberg of Fisher & Phillips, LLP.

1.15 **“Effective Date”** shall mean the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) 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 a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

1.16 **“Enhancement Award”** shall mean the payment to each Class Representative for initiating and providing services in support of the Lawsuits, in an amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) per Class Representative.

1.17 **“Final Approval”** shall mean the Court's order granting final approval of the Settlement.

1.18 **“Final Approval Hearing”** shall mean the Court's hearing on the Motion for Final Approval of the Settlement.

1.20 **“Gross Settlement Amount”** or **“GSA”** shall mean Five Million One Hundred Fifteen Thousand Dollars and Zero Cents (\$5,115,000.00), which is the total amount Defendant agrees to pay under the Settlement, except as provided in Section 3, *infra*.

1.21 **“Individual Class Payment(s)”** shall mean a Class Member's pro rata share of the NSA, calculated according to the number of Workweeks worked by that Class Member.

1.22 **“Individual PAGA Payment(s)”** shall mean an Aggrieved Employee's pro rata share of 25% of the PAGA Penalties, calculated according to the number of PAGA Pay Periods worked by that Aggrieved Employee.

1.23 **“Judgment”** shall mean the judgment entered by the Court upon granting Final Approval of the Settlement.

1.24 **“Lawsuits”** shall mean, collectively: (i) the Solis Action; (ii) the class action lawsuit captioned *Rene A. Sorto v. Worldwide Flight Services, Inc.*, U.S. District Court for the Central District of California, Case No. 2:23-cv-08481-DSF-JPR (the “Sorto Class Action”); (iii) the PAGA lawsuit captioned *Rene A. Sorto v. Worldwide Flight Services, Inc.*, Los Angeles County Superior Court, Case No. 23STCV26018 (the “Sorto PAGA Action”); (iv) the class action and PAGA lawsuit captioned *Christian Fernandez v. Worldwide Flight Services, Inc.*, U.S. District Court for the Central

District of California, Case No. 2:23-cv-10435-DSF-JPR (the “Fernandez Action”); and (v) the PAGA lawsuit captioned *Ryan Crowe v. Worldwide Flight Services, Inc.*, Los Angeles County Superior Court, Case No. 24STCV02184 (the “Crowe PAGA Action”).

1.25 “**LWDA**” shall mean the California Labor and Workforce Development Agency.

1.26 “**LWDA PAGA Payment**” shall mean the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).

1.27 “**Net Settlement Amount**” or “**NSA**” shall mean the GSA, less the following payments in the amounts approved by the Court: the PAGA Penalties Payment, the Enhancement Awards, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments.

1.28 “**Non-Participating Class Member**” shall mean any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.

1.29 “**Operative Complaint**” shall mean the Second Amended Complaint filed in the Solis Action.

1.30 “**PAGA**” shall mean the Private Attorneys General Act of 2004 (California Labor Code § 2698, *et seq.*).

1.31 “**PAGA Collective**” or “**Aggrieved Employee(s)**” shall mean all current and former non-exempt employees that worked for Defendant in California at any time during the PAGA Period.

1.32 “**PAGA Notices**” shall mean the PAGA notices submitted by Plaintiffs to Defendant and the LWDA, including Plaintiff Solis's notice filed June 14, 2022 (assigned case number LWDA-CM-889224-22), Plaintiff Sorto's notice filed August 16, 2023, Plaintiff Crowe's notice filed November 21, 2023, Plaintiff Fernandez's notice filed August 23, 2023 (assigned case number LWDA-CM-944716-23), and Plaintiffs Akila Davenport and Pearl Palacios' notice filed May 10, 2024.

1.33 “**PAGA Penalties Payment**” shall mean One Hundred Thousand Dollars and Zero Cents (\$100,000.00), which is the total amount of PAGA civil penalties to be paid from the GSA, allocated 25% to the Aggrieved Employees (\$25,000.00), which shall be used to pay the Individual PAGA Payments, and 75% to the LWDA (\$75,000.00), in settlement of the Released PAGA Claims.

1.34 “**PAGA Period**” shall mean the period of time commencing on October 3, 2021, and ending on August 8, 2025.

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

1.36 “**Pay Period**” shall mean any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.37 “**Plaintiffs**” shall mean, collectively, Rene A. Sorto (“Plaintiff Sorto”), Christian Solis

(“Plaintiff Solis”), Akila Davenport (“Plaintiff Davenport”), Pearl Palacios (“Plaintiff Palacios”), Christian Fernandez (“Plaintiff Fernandez”), and Ryan Crowe (“Plaintiff Crowe”), the plaintiffs in the Lawsuits.

1.38 “**Preliminary Approval**” shall mean the Court's order granting preliminary approval of the Settlement.

1.39 “**Preliminary Approval Order**” shall mean the proposed Order Granting Preliminary Approval.

1.40 “**Released Class Claims**” shall mean the claims being released as described in Section 5.2, *infra*.

1.41 “**Released PAGA Claims**” shall mean the claims being released as described in Section 5.3, *infra*.

1.42 “**Released Parties**” shall mean Defendant and any of its past, present, and future direct or indirect parents, including SATS, Ltd., subsidiaries, predecessors, successors, affiliates, sectors, divisions, assigns, joint venturers, third parties, and other related entities, as well as each of their present and/or future officers, directors, administrators, staff, members, managers, employees, agents, representatives, attorneys, insurers, re-insurers, partners, investors, and shareholders.

1.43. “**Request for Exclusion**” shall mean a Class Member's submission of a written request to be excluded from the Class Settlement signed by the Class Member, including the Class Member's name, address, and email address or telephone number.

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

1.45 “**Settlement**” shall mean the disposition of the Lawsuits effected by the Agreement and the Judgment.

1.46 “**Settlement Group**” or “**Settlement Group Member(s)**” shall mean a member of the PAGA Collective and Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.47 “**Solis Action**” shall mean the class action and PAGA lawsuit captioned *Christian Solis v. Worldwide Flight Services, Inc.*, Los Angeles County Superior Court, Case No. 22STCV04332.

1.48 “**Workweek**” shall mean any week during which a Class Member worked for Defendant for at least one day, during the Class Period.

2. RECITALS.

2.1 On February 3, 2022, Plaintiff Solis commenced the Solis Action by filing a Class Action Complaint, alleging causes of action against Defendant for: (i) Recovery of Unpaid Minimum Wages and Liquidated Damages; (ii) Recovery of Unpaid Overtime Wages; (iii) Failure to Provide Meal Periods or Compensation in Lieu Thereof; (iv) Failure to Provide Rest Periods or Compensation in Lieu Thereof; (v) Failure to Furnish Accurate Itemized Wage Statements; (vi) Failure to Timely Pay All Wages Due Upon Separation of Employment; (vii) Failure to Reimburse Business Expenses; and (viii) Unfair Competition. On October 3, 2022, Plaintiff Solis filed a First Amended Complaint, adding a cause of action against Defendant for Violation of PAGA. Subsequently, the Solis Action was consolidated with the other Lawsuits.

2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.

2.3 Defendant denies the allegations in the Lawsuits and the PAGA Notices, denies any failure to comply with the laws identified in Lawsuits and the PAGA Notices, and denies any and all liability for the causes of action alleged.

2.4 The Parties engaged in multiple mediation attempts between 2023 and 2024, including scheduled mediations with Steve Cerveris, Esq., in January 2023, June 2023, and September 2023, which were cancelled by Defendant, and a mediation with Dan Turner, Esq., on May 7, 2024, which did not result in resolution. On June 9, 2025, the Parties participated in a global mediation, through which the Parties tentatively agreed to resolve the Lawsuits on the terms set forth herein.

2.5 Prior to mediation, Plaintiffs obtained, through both formal and informal discovery, their personnel records, time and payroll records for the Class and the PAGA Collective, and the wage and hour policies applicable to the Class and the PAGA Collective, as well as data regarding the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods. The Parties engaged in discovery disputes regarding the adequacy of Defendant's responses to Requests for Production of Documents and Special Interrogatories. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").

2.6 The Settlement was reached prior to any determinations in any of the Lawsuits on class certification or on the merits. The Parties, Class Counsel, and Defense Counsel recognize the expense and length of continued litigation against Defendant through class certification, trial, and possible appeals. Plaintiffs and Class Counsel have considered the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel have engaged in extensive settlement negotiations. Based on the foregoing, Plaintiffs and Class Counsel believe the Settlement set forth in the Agreement is a fair, adequate, and reasonable settlement, and is in the best interest of the Class and the PAGA Collective.

2.7 The Parties, Class 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 Section 8, *infra*, Defendant shall pay the GSA to fully settle, resolve, and extinguish all claims asserted in the Lawsuits including, Plaintiffs' Release, Released Class Claims, and Released PAGA Claims. The GSA is non-reversionary and includes: (1) the Class Payment; (2) the PAGA Penalties Payment; (3) the Class Counsel Fees Payment; (4) the Class Counsel Litigation Expenses Payment; (5) the Administration Expenses Payment; and (6) the Enhancement Awards. Defendant shall further separately pay any employer payroll taxes owed on the Wage Portion of the Individual Class Payments. Defendant shall have no obligation to pay the GSA (or any payroll taxes) prior to the deadline stated in Section 4.3, *infra*. The Administrator shall disburse the entire GSA without asking or requiring Class Members or Aggrieved Employees to submit any claim as a condition of payment.

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

3.2.1 **To Plaintiffs:** The Enhancement Award, an Individual Class Payment, if entitled to same, and an Individual PAGA Payment, if entitled to same. Plaintiffs shall seek Court approval for the Enhancement Awards no later than 16 court days prior to the Final Approval Hearing. If the Court approves the Enhancement Awards, but in amount(s) less than the amount(s) requested, the Administrator shall retain the amount(s) requested but not awarded in the NSA. The Administrator shall pay the Enhancement Awards using IRS Forms 1099. Plaintiffs assume full responsibility and liability for taxes owed on the Enhancement Awards.

3.2.2 **To Class Counsel:** The Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment. Defendant shall not oppose requests for The Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment, provided they do not exceed the amounts provided herein. Plaintiffs shall seek Court approval for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves the Class Counsel Fees Payment and/or the Class Counsel Litigation Expenses Payment, but in amount(s) less than the amount(s) requested, the Administrator shall retain the remainder in the NSA. The Released Parties shall have no liability to Class Counsel or any other counsel for Plaintiffs arising from any claim to any portion of the Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator shall pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using IRS Forms 1099. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and shall hold Defendant harmless, and shall indemnify Defendant, in connection with any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3 **To the Administrator:** The Administration Expenses Payment. To the extent the costs of administering the Settlement are less than anticipated, or should the Court approve payment in a sum less than that requested, the Administrator shall retain the remainder in the

NSA to be distributed to Settlement Group Members.

3.2.4 To the LWDA and Aggrieved Employees: The PAGA Penalties Payment. The Administrator shall calculate each of the Individual PAGA Payments by (a) dividing the amount of the Aggrieved Employees' 25% share of PAGA Penalties (Twenty-Five Thousand Dollars (\$25,000)) by the total number of PAGA Pay Periods worked by all Aggrieved Employees, and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment. If the Court approves PAGA Penalties, but in an amount less than that requested, the Administrator shall allocate the remainder to the NSA. The Administrator shall report the Individual PAGA Payments on IRS Forms 1099.

3.2.5 To Each Participating Class Member: An Individual Class Payment, to be calculated by (a) dividing the NSA by the total number of Workweeks worked by all of the Participating Class Members, and (b) multiplying the result by each Participating Class Member's Workweeks.

3.2.5.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each of the Individual Class Payments shall be allocated to the settlement of wage claims ("the Wage Portion"). The Wage Portion is subject to tax withholding and shall be reported on an IRS Form W-2. Forty percent (40%) of each of the Individual Class Payments shall be allocated to the settlement of claims for penalties, and forty percent (40%) shall be allocated to the settlement of claims for interest (collectively, "the Non-Wage Portion"). The Non-Wage Portion is not subject to wage withholdings and shall be reported on an IRS Form 1099. Participating Class Members assume full responsibility and liability for any taxes owed on their Individual Class Payment.

3.2.5.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members shall not receive any Individual Class Payment. The Administrator shall retain amounts equal to their Individual Class Payments in the NSA for distribution to Participating Class Members on a pro-rata basis.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class Workweeks. Based on a review of its records, as of June 9, 2025, Defendant estimates there are 3,319 Class Members who collectively worked approximately 272,164 Workweeks.

4.2 Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant shall deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator shall maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to the Class Data to effect and perform under the Agreement. Defendant has a continuing duty to

immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel shall expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

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

4.4 Payments from the GSA. Within 14 days after Defendant fully funds the GSA, the Administrator shall mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Enhancement Awards. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 Check Mailing. The Administrator shall issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Participating Class Members and/or Aggrieved Employees via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (180 days after the date of mailing) when the check shall be voided (“the Void Date”). The Administrator shall cancel all checks not cashed by the Void Date. For any employees qualifying as both a Participating Class Member and an Aggrieved Employee, the Administrator may send said employees a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator shall update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 Undelivered Checks. The Administrator shall conduct the Address Search for all other Participating Class Members and/or Aggrieved Employees whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check, the Administrator shall re-mail checks to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members and/or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member and/or Aggrieved Employee whose original check was lost or misplaced, so long as a request for same is made by the Participating Class Member and/or Aggrieved Employee prior to the Void Date.

4.4.3 Uncashed Funds. For any Participating Class Member and/or Aggrieved Employee whose Individual Class Payment Check and/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 Participating Class Member and/or Aggrieved Employee, thereby leaving no “unpaid residue” subject to the requirements of California Code of Civil Procedure Section

384, subd. (b).

4.4.4 No Effect on Employee Benefits. The payment of Individual Class Payments and/or Individual PAGA Payments shall not obligate Defendant to confer any additional benefits or make any additional payments to Participating Class Members and/or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in the Agreement.

5. RELEASES OF CLAIMS.

Effective on the date when Defendant fully funds the GSA and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, Plaintiffs, Class Members, and Aggrieved Employees shall release claims against the Released Parties as follows:

5.1 Plaintiffs' Release. Plaintiffs on behalf of their representatives, agents, attorneys, heirs, administrators, successors, spouses, and assigns generally, release and discharge the Released Parties from: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint or ascertained during the Lawsuits and released under Section 5.2, *infra*; and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint or the PAGA Notices, or ascertained during the Lawsuits and released under Section 5.3, *infra* ("Plaintiffs' Release"). Plaintiffs' Release does not extend to any claims or actions to enforce the Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period and the PAGA Period. Plaintiffs acknowledge that they may discover facts or law different from, or in addition to, the facts or law that Plaintiffs now know or believe to be true but agree, nonetheless, that Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiffs' discovery of them.

5.2 Released Class Claims. The Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release the Released Parties from all claims, rights, demands, liabilities, and causes of action that are alleged, or reasonably could have been alleged based on the facts and claims stated in the Operative Complaint and/or ascertained in the course of the Lawsuits, including any and all claims involving any alleged: (a) failure to pay minimum wages and liquidated damages; (b) failure to pay overtime wages; (c) failure to provide uninterrupted meal periods free from employer control or compensation in lieu thereof; (d) failure to provide uninterrupted rest periods free from employer control or compensation in lieu thereof; (e) failure to furnish and/or maintain accurate itemized wage statements; (f) failure to timely pay all wages due upon separation of employment; (g) failure to reimburse business expenses; (h) unfair business practices; (i) suffering or permitting employees to work off-the-clock; (j) illegal rounding of meal breaks and shift start and stop times; (k) failure to include all forms of remuneration in the regular rate calculation, including but not limited to non-discretionary bonuses, shift differential pay, acting supervisor pay, commissions, and other pay codes; (l) claims that wage statements included an area for retroactive pay with no inclusive dates for the pay period of retroactive pay; (m) unreimbursed expenses including but not limited to cell phone use and uniforms or footwear; (n) uniform maintenance and expenses; (o) unreimbursed personal protective equipment expenses; (p) failure to

provide a second meal period for 10 hours of work; (q) willful failures to provide meal or rest periods or meal or rest period pay; (r) failure to pay vacation pay upon termination; (s) willful failures to pay wages upon termination; (t) restitution; (u) failure to pay sick pay at the regular rate; (v) interest; (w) unlawful practice of editing the time records to include meal breaks that were not taken or only to reflect the scheduled shift even if employees started early/stayed late; (x) required trainings completed off-the-clock; (y) erroneous payment of union dues from employees' paychecks; and (z) unfair or unlawful business practices under California Business & Professions Code section 17200, *et seq.* (collectively, "the Released Class Claims"). 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.

5.3 Released PAGA Claims. The Aggrieved Employees and the LWDA, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release the Released Parties from any and all claims for the recovery of civil penalties, attorneys' fees and costs permissible under PAGA, that are alleged, or reasonably could have been alleged based on the facts and claims stated in the Operative Complaint, the Lawsuits and the PAGA Notices, including any and all claims involving any alleged: (a) failure to provide uninterrupted meal periods free from employer control or compensation in lieu thereof; (b) failure to provide uninterrupted rest periods free from employer control or compensation in lieu thereof; (c) failure to pay minimum wages; (d) failure to pay overtime wages; (e) failure to pay statutorily required wages; (f) failure to reimburse business expenses; (g) failure to furnish accurate itemized wage statements; (h) failure to timely pay all wages upon separation of employment; (i) failure to maintain accurate records; (j) failure to provide paid sick leave at the regular rate of pay; (k) failure to provide proper notice of paid sick leave rights; (l) failure to provide supplemental paid sick leave; (m) failure to pay vested vacation and paid time off; (n) standard conditions of labor violations; (o) refusal to make payment; (p) unlawful deductions; (q) statutory wage violations; (r) failure to produce records in violation of Labor Code §§ 226(b)-(c), 1198.5, and 432; (s) unlawful criminal and financial inquiries; (t) off-the-clock work; (u) failure to include all forms of remuneration in the regular rate calculation, including but not limited to non-discretionary bonuses, shift differential pay, acting supervisor pay, and other pay codes; (v) failure to provide appropriate seating; and (w) retaliation and damages under Labor Code §§ 98.6 and 1102.5 (collectively, "the Released PAGA Claims"). The Aggrieved Employees only release these claims for the duration of the PAGA Period. The Aggrieved Employees release the Released PAGA Claims in their entirety and may not opt out of or object to the settlement of the Released PAGA Claims. To the extent the LWDA has released the Released PAGA Claims, no Aggrieved Employees may pursue these same Released PAGA Claims in another action. The Aggrieved Employees are collaterally estopped from pursuing the Released PAGA Claims released and compromised by the LWDA. The Aggrieved Employees are bound by the release of the PAGA claims regardless of whether they cash or deposit their Individual PAGA Payment.

6. MOTION FOR PRELIMINARY APPROVAL.

The Parties shall jointly prepare and file a motion for preliminary approval ("Motion for Preliminary Approval") that complies with the Court's current checklist for such motions.

6.1 Plaintiffs' Responsibilities. Plaintiff shall prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the

Settlement under *Dunk/Kullar* and a request for approval of the settlement of the Released PAGA Claims under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of Settlement of the Released PAGA Claims; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiffs confirming their willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, Aggrieved Employees, and/or the Administrator; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), the Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, Aggrieved Employees, and/or the Administrator.

6.2 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing the Motion for Preliminary Approval no later than 30 days after the full execution of this Agreement. Class Counsel shall obtain a prompt hearing date for the Motion for Preliminary Approval, file the Motion for Preliminary Approval no later than 16 court days before the hearing, unless otherwise ordered by the Court, deliver the Court’s Preliminary Approval Order to the Administrator.

6.3 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel shall expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to the Agreement, Class Counsel and Defense Counsel shall 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 Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment, the Administrator agrees to be bound by the Agreement and to perform, as a fiduciary, all duties specified in the Agreement in exchange for payment of the 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 to 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 for the purpose of funding the GSA. Any interest that accrues on the GSA sums paid into the QSF prior to distribution by the Administrator shall become part of the NSA for distribution to Participating Class Members and/or the Aggrieved Employees.

7.4 Notice to Class Members.

7.4.1 No later than three (3) court 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, Aggrieved Employees, Workweeks, and Pay Periods in the Class Data.

7.4.2 Using best efforts to perform as soon as possible, and in no event later than 14 days after receiving the Class Data, the Administrator shall send to all Class Members identified in the Class Data, via first-class USPS mail, the Class Notice with Spanish translation substantially in the form attached to the Agreement as **Exhibit A**. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member and/or Aggrieved Employee, and the number of Workweeks and Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member and/or Aggrieved Employee addresses using the National Change of Address database.

7.4.3 No later than three (3) court 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 the Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.4 The deadlines for Class Members’ written objections, challenges to Workweeks and/or Pay Periods, and Requests for Exclusion shall be extended an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator shall inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 If the Administrator, Defendant 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, but did not, the Parties shall 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 shall be Class Members entitled to the same rights as other Class Members, and the Administrator shall send, via email or overnight delivery, a Class Notice requiring them to exercise options under the Agreement not later than

14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 Class Members who wish to exclude themselves from (“opt-out” of) the settlement of the Released Class Claims shall send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 45 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.

7.5.2 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.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under the Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members’ Release and Aggrieved Employee Release under Sections 5.2 and 5.3, *supra*, respectively, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 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 Settlement. Because future PAGA claims are subject to claim preclusion upon entry of the Judgment, Non-Participating Class Members who are also Aggrieved Employees are deemed to release the Released PAGA Claims and are eligible to receive an Individual PAGA Payment.

7.6 Challenges to Calculation of Workweeks. Each Class Member and/or Aggrieved Employee shall have 45 days after the Administrator mails the Class Notice (plus an additional 14 days for those whose Class Notice is re-mailed) to challenge the number of Workweeks and Pay Periods allocated to the Class Member and/or Aggrieved Employee in the Class Notice. The Class Member and/or Aggrieved Employee may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator shall encourage the challenging Class Member and/or Aggrieved Employee to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks and/or Pay

Periods 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 and/or Aggrieved Employee'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 the calculation of Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's determinations on the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the settlement of the Released Class Claims, including contesting the fairness of the Settlement, or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

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

7.7.3 Non-Participating Class Members have no right to the settlement of the Released Class Claims.

7.8 Administrator Duties. The Administrator shall perform or observe all tasks to be performed or observed by the Administrator contained in the Agreement or otherwise.

7.8.1 **Website, Email Address and Toll-Free Number.** The Administrator shall establish, 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 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 Enhancement Awards, the Final Approval and the Judgment. The Administrator shall also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 **Requests for Exclusion (Opt-outs) and Exclusion List.** The Administrator shall promptly review, on a rolling basis, Requests for Exclusion to ascertain their validity. Not later than five (5) days after the Response Deadline, 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 ("the Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted, regardless of validity.

7.8.3 **Weekly Reports.** The Administrator shall, 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 (“the Weekly Report”). The Weekly Report shall include the Administrator’s assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Workweek and/or Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of the Agreement on all Class Member and/or Aggrieved Employee 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.

7.8.5 Administrator’s Declaration. Not later than 14 days before the date by which Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator shall 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 the 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 and/or Aggrieved Employees, the Requests for Exclusion received, regardless of validity, the number of written objections and attach the Exclusion List. The Administrator shall supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel shall be responsible for filing the Administrator’s declaration(s) with the Court.

7.8.6 Final Report by Settlement Administrator. Within 10 days of the Administrator’s disbursement of the entire GSA, the Administrator shall provide Class Counsel and Defense Counsel with a final report detailing its disbursements, by employee identification number, only, of all payments made under the Agreement. At least 15 days before any deadline set by the Court, the Administrator shall prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing with the Court attesting to its disbursement of all payments required under the Agreement. Class Counsel shall be responsible for filing the Administrator’s declaration in Court.

8. CLASS SIZE ESTIMATES, ESCALATOR CLAUSE, AND DEFENDANT’S RIGHT TO WITHDRAW.

8.1 The GSA is based on Defendant’s representation that, as of August 8, 2025, the Class Members worked approximately 272,164 Workweeks. Should the final number of Workweeks ultimately increase by more than 10% (i.e., more than 27,216 Workweeks, exceeding 299,380), Defendant shall, in its sole discretion, have the option to either: (i) increase the GSA on a pro rata basis relative to the increase in Workweeks above 10% (for example, if the number of Workweeks increases by 11% to 302,102, the GSA shall increase by 1% to \$51,750); or (ii) end the Class Period and the PAGA Period on a date on which the Workweeks are equal to or less than 299,380.

8.2 If more than 10% of the Class Members submit valid Requests for Exclusion, Defendant may, in its sole discretion, withdraw from the Settlement, subject to paying any settlement administration expenses incurred to date. Defendant shall meet and confer with Class Counsel before

withdrawing from the Settlement pursuant to this provision. Defendant shall notify Class Counsel and the Court of its election to withdraw not later than five (5) court days after the Administrator sends the final opt-out list to the Parties. Late elections shall have no effect.

9. MOTION FOR FINAL APPROVAL.

Not later than 16 court days before the Final Approval Hearing, Plaintiff shall file with the Court, a motion for final approval of the Settlement, which includes a request for approval of the settlement of the Released PAGA Claims under Labor Code section 2699, subd. (l), a Proposed Final Approval Order and a proposed Judgment (collectively, “the Motion for Final Approval”). Plaintiff shall provide drafts of the documents constituting the Motion for Final Approval to Defense Counsel as soon as practicable prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel shall expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

9.2 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 Participating Class Members or Aggrieved Employees), the Parties shall 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 Enhancement Awards, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this section.

9.3 Continuing Jurisdiction of the Court. Following entry of the Judgment, the Court shall retain jurisdiction over the Parties, the Lawsuits, and the Settlement solely for purposes of (i) enforcing the Agreement and/or the Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-judgment matters as are permitted by law.

9.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of the Agreement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in the 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 the Agreement shall 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 NSA.

9.5 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 the Agreement (including, but not limited to, the scope of release to be granted by Participating Class Members and/or Aggrieved Employees), the Agreement shall be null and void. However, 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 Enhancement Awards or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this section, as long as the GSA remains unchanged.

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

11. ADDITIONAL PROVISIONS.

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

11.2 Confidentiality Prior to Preliminary Approval. Plaintiffs, Class Counsel, Defendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them shall 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 shall be instructed to keep the Agreement and its terms 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 shall immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiffs, Class Counsel, Defendant 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 the Agreement or the matters giving rise to the Agreement except to respond only that "the matter was resolved," or words to that effect. This section does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees shall not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this section 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.

11.4 Integrated Agreement. Upon execution by the Parties and their counsel, the 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.

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

11.6 Cooperation. The Parties and their counsel shall cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the 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 shall seek the assistance of a mediator and/or the Court for resolution.

11.7 No Prior Assignments. Each Party represents and warrants 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 said Party in the Settlement.

11.8 No Tax Advice. Neither Plaintiffs, Class Counsel, Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in the Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.9 Modification of Agreement. The 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.

11.10 Agreement Binding on Successors. The Agreement shall be binding upon, and inure to the benefit of, the successors of each of the Parties.

11.11 Applicable Law. All terms and conditions of the Agreement and its exhibits shall be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

11.12 Cooperation in Drafting. The Parties have all cooperated and participated in the drafting and preparation of the Agreement. The Agreement shall not be construed against any Party

on the basis that the Party was the drafter or participated in the drafting.

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

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

11.15 Headings. The descriptive heading of any section of the Agreement is inserted for convenience of reference, only, and does not constitute a part of the Agreement.

11.16 Calendar Days. Unless otherwise noted, all reference to “days” in the Agreement shall be to calendar days. In the event any date or deadline set forth in the Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first court day thereafter.

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

To Plaintiffs Christian Solis, Akila Davenport, and Pearl Palacios:

Zachary Crosner (zach@crosnerlegal.com)
Jamie Serb (jamie@crosnerlegal.com)
Nikki Trenner (nikki@crosnerlegal.com)
CROSNER LEGAL, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210
Tel: 866-276-7637

To Plaintiff Rene A. Sorto:

Michael Nourmand
James Desario
THE NOURMAND LAW FIRM, APC
8822 West Olympic Boulevard
Beverly Hills, California 90211
Telephone (310) 553-3600
Facsimile (310) 553-3603

To Plaintiff Christian Fernandez:

Zorik Mooradian
Haik Hacopian
MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
Calabasas, CA 91302
Telephone: (818) 487-1998
Facsimile: (888) 783-1030

To Plaintiff Ryan Crowe:

Joseph Lavi
Colby Meagle
Cassandra Castro
Vincent Granberry
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001

To Defendant Worldwide Flight Services, Inc.:

James C. Fessenden (jfessenden@fisherphillips.com)
FISHER & PHILLIPS, LLP
4747 Executive Drive, Suite 1000
San Diego, CA 92121
Tel: (858) 597-9619

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

11.19 Stay of Litigation. Upon execution of this Agreement, the Lawsuits shall be stayed, except to effectuate the terms of the Agreement, and, pursuant to C.C.P. section 583.330, the date to bring a case to trial under C.C.P. section 583.310 shall be extended for the entire period necessary to effectuate the Settlement as required by the Agreement.

Dated: _____

RENE A. SORTO

Dated: 10 / 14 / 2025


CHRISTIAN SOLIS

Dated: 10 / 16 / 2025


AKILA DAVENPORT

Dated: 10 / 23 / 2025

Pearl palacios
PEARL PALACIOS

Dated: 10/31/2025


CHRISTIAN FERNANDEZ

Dated: _____

RYAN CROWE

Dated: _____

WORLDWIDE FLIGHT SERVICES, INC.

Name: _____

Title: _____

Dated: October 27, 2025

CROSNER LEGAL, PC
Nikki Trenner
Zachary Crosner, Esq.
Jamie Serb, Esq.
Nikki Trenner, Esq.
Attorneys for Plaintiffs Christian Solis, Akila
Davenport, and Pearl Palacios

Dated: _____

THE NOURMAND LAW FIRM, APC

Michael Nourmand, Esq.
James Desario, Esq.
Attorneys for Plaintiff Rene A. Sorto

Dated: 10/31/25

MOORADIAN LAW, APC

/s/Haik Hacopian
Zorik Mooradian, Esq.
Haik Hacopian, Esq.
Attorneys for Plaintiff Christian Fernandez

Dated: _____

LAVI & EBRAHIMIAN, LLP

Lavi, Esq. Joseph
Colby Meagle, Esq.
Cassandra Castro, Esq.
Attorneys for Plaintiff Ryan Crowe

Dated: _____

FISHER & PHILLIPS, LLP

James C. Fessenden, Esq.
Attorney for Defendant Worldwide Flight
Services, Inc.

Title	SETTLEMENT AGREEMENT (WFS)
File name	Worldwide_-_Class..._Final_Clean_.pdf
Document ID	7a14a75399b13d5da795a015bab8f6a27e889620
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

 SENT	10 / 14 / 2025 22:46:30 UTC	Sent for signature to Christian Solis (chris.solis@gmail.com), Akila Davenport (akiladav@gmail.com) and Pearl Palacios (faith.april25@gmail.com) from mathew@crosnerlegal.com IP: 97.190.65.67
 VIEWED	10 / 14 / 2025 23:05:06 UTC	Viewed by Christian Solis (chris.solis@gmail.com) IP: 104.28.85.125
 SIGNED	10 / 14 / 2025 23:21:58 UTC	Signed by Christian Solis (chris.solis@gmail.com) IP: 104.28.85.109
 VIEWED	10 / 15 / 2025 01:04:07 UTC	Viewed by Pearl Palacios (faith.april25@gmail.com) IP: 172.58.211.213
 VIEWED	10 / 16 / 2025 15:35:13 UTC	Viewed by Akila Davenport (akiladav@gmail.com) IP: 76.33.49.20

Title	SETTLEMENT AGREEMENT (WFS)
File name	Worldwide_-_Class..._Final_Clean_.pdf
Document ID	7a14a75399b13d5da795a015bab8f6a27e889620
Audit trail date format	MM / DD / YYYY
Status	Signed

Document History

 SIGNED	10 / 16 / 2025 15:38:28 UTC	Signed by Akila Davenport (akiladav@gmail.com) IP: 76.33.49.20
 SIGNED	10 / 24 / 2025 04:04:40 UTC	Signed by Pearl Palacios (faith.april25@gmail.com) IP: 172.58.209.156
 COMPLETED	10 / 24 / 2025 04:04:40 UTC	The document has been completed.

To Plaintiff Christian Fernandez:

Zorik Mooradian
Haik Hacopian
MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
Calabasas, CA 91302
Telephone: (818) 487-1998
Facsimile: (888) 783-1030

To Plaintiff Ryan Crowe:

Joseph Lavi
Colby Meagle
Cassandra Castro
Vincent Granberry
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001

To Defendant Worldwide Flight Services, Inc.:

James C. Fessenden (jfessenden@fisherphillips.com)
FISHER & PHILLIPS, LLP
4747 Executive Drive, Suite 1000
San Diego, CA 92121
Tel: (858) 597-9619

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Dated: 10/23/2025



RENE A. SORTO

Dated: _____

CHRISTIAN SOLIS

Dated: _____

AKILA DAVENPORT

Dated: _____

PEARL PALACIOS

Dated: _____

CHRISTIAN FERNANDEZ

Dated: _____

RYAN CROWE

Dated: _____

WORLDWIDE FLIGHT SERVICES, INC.

Name: _____

Title: _____

Dated: _____

CROSNER LEGAL, PC

Zachary Crosner, Esq.

Jamie Serb, Esq.

Nikki Trenner, Esq.

Attorneys for Plaintiffs Christian Solis, Akila
Davenport, and Pearl Palacios

Dated: 10/24/25

THE NOURMAND LAW FIRM, APC

Michael Nourmand

Michael Nourmand, Esq.

James Desario, Esq.

Attorneys for Plaintiff Rene A. Sorto

Dated: _____

CHRISTIAN SOLIS

Dated: _____

AKILA DAVENPORT

Dated: _____

PEARL PALACIOS

Dated: _____

CHRISTIAN FERNANDEZ

Dated: 11/03/2025

Ryan Crowe

RYAN CROWE

Dated: _____

WORLDWIDE FLIGHT SERVICES, INC.

Name: _____

Title: _____

Dated: _____

CROSNER LEGAL, PC

Zachary Crosner, Esq.

Jamie Serb, Esq.

Nikki Trenner, Esq.

Attorneys for Plaintiffs Christian Solis, Akila
Davenport, and Pearl Palacios

Dated: _____

THE NOURMAND LAW FIRM, APC

Michael Nourmand, Esq.

James Desario, Esq.

Attorneys for Plaintiff Rene A. Sorto

RC

Dated: _____

MOORADIAN LAW, APC

Zorik Mooradian, Esq.
Haik Hacopian, Esq.
Attorneys for Plaintiff Christian Fernandez

Dated: 11/04/2025

LAVI & EBRAHIMIAN, LLP

Joseph Lavi

Joseph Lavi, Esq.
Colby Meagle, Esq.
Cassandra Castro, Esq.
Attorneys for Plaintiff Ryan Crowe

Dated: _____

FISHER & PHILLIPS, LLP

James C. Fessenden, Esq.
Attorney for Defendant Worldwide Flight Services,
Inc.

Exhibit 2

[MODEL]

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

This Class ~~Action~~ and ~~Representative~~ PAGA ~~Action~~ Settlement Agreement (“the “~~Agreement~~”)”) is made by and between ~~plaintiff~~ (“~~Plaintiff~~”) ~~Plaintiffs~~ Rene A. Sorto, Christian Solis, Akila Davenport, Pearl Palacios, Christian Fernandez, and defendant — (“XYZ”) ~~Ryan Crowe~~ (collectively, “~~Plaintiffs~~”), on one hand, and Defendant ~~Worldwide Flight Services, Inc.~~, a Delaware corporation (“~~Defendant~~”), on the other. The Agreement refers to ~~Plaintiff~~ ~~Plaintiffs~~ and ~~XYZ~~ ~~Defendant~~ collectively as “~~Parties~~,” or, individually, as “a “~~Party~~.”

1. DEFINITIONS.

- 1.1 ~~“Action” means the Plaintiff’s lawsuit alleging wage and hour violations against XYZ captioned _____ initiated on _____ and pending in the Court.~~
- 1.2 ~~“Administrator” means _____, 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 Preliminary Approval of the Settlement.~~
- 1.4 ~~“Aggrieved Employee” means [e.g., a person employed by XYZ in California and classified as a _____ who worked for XYZ during the PAGA Period].~~
- 1.5 ~~“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 ~~“Class Data” means Class Member identifying information in XYZ’s possession including the Class Member’s name, last known mailing address, Social Security number, and number of Class Period Workweeks and PAGA Pay Periods.~~

~~1.9~~ ~~“Class Member” or “Settlement Class Member” 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~~ ~~1.1 “Address Search” means~~ shall mean the Administrator’s Administrator’s investigation and search for current Class Member ~~or~~ and Aggrieved Employee mailing addresses using all reasonably available sources, ~~and~~ methods and ~~means including~~ shall include, but not be limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members ~~and~~ or Aggrieved Employees.

1.2 ~~“Administrator”~~ shall mean Phoenix Class Action Administration Solutions, the neutral entity the Parties have agreed to appoint to administer the Settlement.

1.3 ~~“Administration Expenses Payment”~~ shall mean the amount the Administrator shall be paid from the GSA to reimburse it for reasonable fees and expenses it incurs in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with approval of the Settlement.

1.4 ~~“Class” or “Class Member(s)”~~ shall mean all current and former non-exempt employees that worked for Defendant in California at any time during the Class Period.

1.5 ~~“Class Counsel”~~ shall mean, collectively: (i) Zachary Crosner, Jamie Serb, and Nikki Trenner of Crosner Legal, PC; (ii) Michael Nourmand and James Desario of The Nourmand Law Firm, APC; (iii) Zorik Mooradian and Haik Hacopian of Mooradian Law, APC; and (iv) Joseph Lavi, Colby Meagle, Cassandra Castro, and Vincent Granberry of Lavi & Ebrahimian, LLP.

1.6 ~~“Class Counsel Fees Payment”~~ shall mean the amount allocated to Class Counsel for reimbursement of reasonable attorneys’ fees incurred to prosecute the Lawsuits, in an amount not to exceed One Million Seven Hundred Five Thousand Dollars and Zero Cents (\$1,705,000.00).

1.7 ~~“Class Counsel Litigation Expenses Payment”~~ shall mean the amount allocated to Class Counsel for reimbursement of reasonable expenses incurred to prosecute the Lawsuits, in an amount not to exceed \$50,000.00.

1.8 ~~“Class Data”~~ shall mean Class Member and Aggrieved Employee identifying information in Defendant’s possession including the name, last-known mailing address, Social Security number, e-mail addresses (if known), and number of Workweeks and PAGA Pay Periods worked by each Class Member and/or Aggrieved Employee.

~~1.11~~ ~~“Class Notice” means the COURT-APPROVED NOTICE OF CLASS ACTION- SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be~~

1.9 ~~”~~ shall mean the Court-approved notice of the proposed settlement, 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~~ the Agreement.

“

~~1.12.10~~ **“Class Period”** ~~means~~ shall mean the period ~~from _to_ of~~ time commencing on June 25, 2019, and ending on August 8, 2025.

~~1.11~~ **“Class Representative”** ~~means the named Plaintiff in the operative complaint in the Action seeking (s)”~~ shall mean Plaintiffs.
~~1.13~~ **“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~~ **“Court”** ~~means~~ shall mean the Superior Court of California, County of Los Angeles.

~~1.16~~ **“XYZ”** means named ~~“Defendant—”~~ shall mean Worldwide Flight Services, Inc.
~~1.17~~ **“Defense Counsel”** means _____.

~~1.14~~ **“Defense Counsel”** shall mean James C. Fessenden, Landon R. Schwob, Julia A. Sherwood, and Lauren M. Guggisberg of Fisher & Phillips, LLP.

~~1.15~~ **“Effective Date”** ~~means~~ shall mean the date ~~on which they when both of the~~ following have occurred:
~~1.18~~ (a) the Court enters a Judgment ~~becomes on its Order Granting Final Approval of the Settlement; and (b) the Judgment is~~ final. The Judgment is final as of the latest of the following occurrences: (a) 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 a notice of appeal from the Judgment; or ~~(c)~~ if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.

~~1.16~~ **“Final Approval”** ~~means~~ **“Enhancement Award”** shall mean the Court’s payment to each Class Representative for initiating and providing services in support of the Lawsuits, in an amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) per Class Representative.

~~1.19~~ **“Final Approval”** shall mean the Court’s order granting final approval of the Settlement.

1.201.18 ~~“Final Approval Hearing” means~~ shall mean the Court’s hearing on the Motion for Final Approval of the Settlement.

1.20 ~~“Gross Settlement Amount” means \$—” or “GSA” shall mean Five Million One Hundred Fifteen Thousand Dollars and Zero Cents (\$5,115,000.00), which is the total amount XYZDefendant agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay, except as provided in Section 3, infra.~~

1.21 ~~“Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, Class Representative Service Payment, and Administration Expenses Payment.~~

1.221.21 ~~“Individual Class Payment” means the Participating Class Member’s(s)” shall mean a Class Member’s~~ pro rata share of the Net Settlement AmountNSA, calculated according to the number of Workweeks worked during theby that Class PeriodMember.

1.231.22 ~~“Individual PAGA Payment” means the(s)” shall mean an Aggrieved Employee’sEmployee’s~~ pro rata share of 25%/35%1% of the PAGA Penalties, calculated according to the number of PAGA Pay Periods worked during the PAGA Period,by that Aggrieved Employee.

1.241.23 ~~“Judgment” means~~ shall mean the judgment entered by the Court based upon thegranting Final Approval of the Settlement.

1.24 ~~“Lawsuits” shall mean, collectively: (i) the Solis Action; (ii) the class action lawsuit captioned Rene A. Sorto v. Worldwide Flight Services, Inc., U.S. District Court for the Central District of California, Case No. 2:23-cv-08481-DSF-JPR (the “Sorto Class Action”); (iii) the PAGA lawsuit captioned Rene A. Sorto v. Worldwide Flight Services, Inc., Los Angeles County Superior Court, Case No. 23STCV26018 (the “Sorto PAGA Action”); (iv) the class action and PAGA lawsuit captioned Christian Fernandez v. Worldwide Flight Services, Inc., U.S. District Court for the Central~~

District of California, Case No. 2:23-cv-10435-DSF-JPR (the "Fernandez Action"); and (v) the
PAGA lawsuit captioned *Ryan Crowe v. Worldwide Flight Services, Inc.*, Los Angeles County
Superior Court, Case No. 24STCV02184 (the "Crowe PAGA Action").

1.25 "~~LWDA~~" ~~means~~ shall mean the California Labor and Workforce Development Agency.

1.26 "~~LWDA PAGA Payment~~" ~~means~~ shall mean the {75%/65%}% of the PAGA
Penalties paid to the LWDA under Labor Code section 2699, ~~subdivisionsubd.~~ (i).

1.27 "~~Net Settlement Amount~~" ~~means~~ or "~~NSA~~" shall mean the ~~Gross Settlement~~
~~AmountGSA~~, less the following payments in the amounts approved by the Court: ~~Individualthe~~
PAGA ~~Payments~~, ~~LWDA PAGA~~Penalties Payment, ~~Class Representative Service Payment~~,
~~the Enhancement Awards~~, ~~the~~ Class Counsel Fees Payment, ~~the~~ Class Counsel Litigation Expenses
Payment, and ~~the~~ Administration Expenses Payment. The remainder is to be paid to Participating
Class Members as Individual Class Payments.

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

~~1.29 "PAGA Pay Period" means any pay period during which an Aggrieved Employee worked for~~
~~XYZ for at least one day during the PAGA Period.~~

~~1.30 "PAGA Period" means the period from _____ to _____.~~

1.29 "PAGA" ~~means~~ "**Operative Complaint**" shall mean the Second Amended Complaint filed in the
Solis

Action.

1.30 "**PAGA**" shall mean the Private Attorneys General Act (~~Lab. of 2004 (California Labor~~
~~1.31 Code~~, § 2698, *et seq.*).

1.31 "**PAGA Notice**" means Plaintiff's _____ letter "**Collective**" or "**Aggrieved**
Employee(s)" shall mean all current and former non-exempt employees that worked for
Defendant in California at any time during the PAGA Period.

1.32 "**PAGA Notices**" shall mean the PAGA notices submitted by Plaintiffs to
XYZDefendant and the LWDA [~~and Plaintiff's _____ letter to XYZ and the LWDA~~] providing,
including Plaintiff Solis's notice pursuant to Labor Code section 2699.3, subdivision (a), filed June
14, 2022 (assigned case number LWDA-CM-889224-22), Plaintiff Sorto's notice filed August 16,
2023, Plaintiff Crowe's notice filed November 21, 2023, Plaintiff Fernandez's notice filed August
23, 2023 (assigned case number LWDA-CM-944716-23), and Plaintiffs Akila Davenport and Pearl
Palacios' notice filed May 10, 2024.

1.33 "**PAGA Penalties**" ~~means~~ **Payment** shall mean One Hundred Thousand Dollars
and Zero Cents (\$100,000.00), which is the total amount of PAGA civil penalties to be paid from
the ~~Gross Settlement AmountGSA~~, allocated {25%/35%}% to the Aggrieved Employees (~~(~~
~~)(~~\$25,000.00), which shall be used to pay the Individual PAGA Payments, and
{25%/35%}% to the LWDA (_____)(\$75,000.00), in settlement of the Released PAGA
claimsClaims.

1.34 “PAGA Period” shall mean the period of time commencing on October 3, 2021, and ending on August 8, 2025.

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

1.36 “Pay Period” shall mean any pay period during which an Aggrieved Employee worked for Defendant for at least one day during the PAGA Period.

1.37 “Plaintiffs” shall mean, collectively, Rene A. Sorto (“Plaintiff” means ~~the named plaintiff~~ Sorto), Christian Solis

~~1.35 (“Plaintiff Solis”), Akila Davenport (“Plaintiff Davenport”), Pearl Palacios (“Plaintiff Palacios”), Christian Fernandez (“Plaintiff Fernandez”), and Ryan Crowe (“Plaintiff Crowe”), the plaintiffs in the Action.~~

~~“Lawsuits.~~

1.36.1.38 “Preliminary Approval” means shall mean the Court’s Court’s order granting preliminary approval of the Settlement.

1.39 “Preliminary Approval Order” shall mean the proposed Order Granting Preliminary Approval.

1.37.1.40 “Released Class Claims” means shall mean the claims being released as described in ~~Paragraph~~Section 5.2 below, *infra*.

1.38.1.41 “Released PAGA Claims” means shall mean the claims being released as described in ~~Paragraph~~Section 5.3 below, *infra*.

~~1.39 “Released Parties” means XYZ and each of its former and present [directors,] [officers,] [shareholders,] [owners,] [members,] [attorneys,] [insurers,] [predecessors,] [successors,] [assigns,] [subsidiaries,] [affiliates].~~

1.42 “Released Parties” shall mean Defendant and any of its past, present, and future direct or indirect parents, including SATS, Ltd., subsidiaries, predecessors, successors, affiliates, sectors, divisions, assigns, joint venturers, third parties, and other related entities, as well as each of their present and/or future officers, directors, administrators, staff, members, managers, employees, agents, representatives, attorneys, insurers, re-insurers, partners, investors, and shareholders.

1.40 1.43. “Request for Exclusion” means shall mean a Class Member’s Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member, including the Class Member’s name, address, and email address or telephone number.

1.44 “Response Deadline” means [e.g., 60] shall mean 45 days after the Administrator mails the Class Notice to Class Members and Aggrieved Employees and shall be the last date on which Class Members may:-

~~1.41 (a) fax, email, or mail Requests for Exclusion on, (from the Settlement, or (b) fax, email, or mail objections or other Objection to the Settlement, or (c) fax, email or mail a challenge to the number of Workweeks allocated to the Class Member in the Class Notice. Class Members to whom Class~~

~~Notices~~Notice Packets are resent after having been returned undeliverable to the Administrator shall have ~~their deadline extended~~ an additional [14] calendar days beyond the Response Deadline has expired to so act.

1.421.45 ~~“Settlement” means~~ shall mean the disposition of the ~~Action~~Lawsuits effected by ~~this~~the Agreement and the Judgment.

1.46 ~~“Settlement Group” or “Settlement Group Member(s)” shall mean a member of the~~ “Settlement Group” or “Settlement Group Member(s)” shall mean a member of the PAGA Collective and Class, as either a Participating Class Member or Non-Participating Class Member (including a Non-Participating Class Member who qualifies as an Aggrieved Employee).

1.47 ~~“Solis Action” shall mean the class action and PAGA lawsuit captioned~~ “Solis Action” shall mean the class action and PAGA lawsuit captioned Christian Solis v. Worldwide Flight Services, Inc., Los Angeles County Superior Court, Case No. 22STCV04332.

1.431.48 ~~“Workweek” means~~ shall mean any week during which a Class Member worked for ~~XYZ~~Defendant for at least one day, during the Class Period.ⁱⁱ

2. RECITALS.

2.1 On February 3, 2022, Plaintiff Solis commenced ~~this~~the Solis Action by filing a ~~complaint~~Class Action Complaint, alleging causes of action against ~~XYZ~~Defendant for ~~the following~~ the following: (i) Recovery of Unpaid Minimum Wages and Liquidated Damages; (ii) Recovery of Unpaid Overtime Wages; (iii) Failure to Provide Meal Periods or Compensation in Lieu Thereof; (iv) Failure to Provide Rest Periods or Compensation in Lieu Thereof; (v) Failure to Furnish Accurate Itemized Wage Statements; (vi) Failure to Timely Pay All Wages Due Upon Separation of Employment; (vii) Failure to Reimburse Business Expenses; and (viii) Unfair Competition. On October 3, 2022, Plaintiff Solis filed a ~~[e.g., First Amended Complaint]~~complaint, adding a cause of action against ~~XYZ~~Defendant for

the following. The ~~[e.g., First Amended]~~ Complaint is the operative complaint in Violation of PAGA. Subsequently, the Solis Action ~~(was consolidated with the “Operative Complaint”)~~ XYZ ~~Other~~ Lawsuits.

2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiffs gave timely written notice to Defendant and the LWDA by sending the PAGA Notices.

Defendant denies the allegations in

2.3 ~~the Operative Complaint~~ the Lawsuits and the PAGA Notices, denies any failure to comply with the laws identified in ~~in~~Lawsuits and the ~~Operative Complaint~~PAGA Notices, and denies any and all liability for the causes of action alleged.

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

2.3 On February 3, 2022, the Parties participated in an all-day mediation presided over by John Doe which led to this Agreement ~~[or describe alternative means of negotiation]~~.

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LASC CIV 296 Rev. 11/25
For Optional Use
Before ~~[mediation]~~ [negotiating the Settlement], Plaintiff obtained, through ~~[formal]~~ [informal] discovery, ~~(documents, testimony and information obtained)~~ (documents, testimony and information obtained). Plaintiff's The

Parties engaged in multiple mediation attempts between 2023 and 2024, including scheduled mediations with Steve Cerveris, Esq., in January 2023, June 2023, and September 2023, which were cancelled by Defendant, and a mediation with Dan Turner, Esq., on May 7, 2024, which did not result in resolution. On June 9, 2025, the Parties participated in a global mediation, through which the Parties tentatively agreed to resolve the Lawsuits on the terms set forth herein.

2.42.5 Prior to mediation, Plaintiffs obtained, through both formal and informal discovery, their personnel records, time and payroll records for the Class and the PAGA Collective, and the wage and hour policies applicable to the Class and the PAGA Collective, as well as data regarding the number of Class Members, Aggrieved Employees, Workweeks, and Pay Periods. The Parties engaged in discovery disputes regarding the adequacy of Defendant's responses to Requests for Production of Documents and Special Interrogatories. Plaintiffs' investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 (“*Dunk/Kullar*”).

~~2.5~~ The Court ~~[has]~~ ~~[has not]~~ granted class certification.

~~(list case names, case numbers, and jurisdictions)~~

2.6 The Parties, Class Counsel~~The Settlement was reached prior to any determinations in any of the Lawsuits on class certification or on the merits. The Parties, Class Counsel, and Defense Counsel recognize the expense and length of continued litigation against Defendant through class certification, trial, and possible appeals. Plaintiffs and Class Counsel have considered the uncertainty and risk of further litigation, the potential outcome, and the difficulties and delays inherent in such litigation. Plaintiffs and Class Counsel have engaged in extensive settlement negotiations. Based on the foregoing, Plaintiffs and Class Counsel believe the Settlement set forth in the Agreement is a fair, adequate, and reasonable settlement, and is in the best interest of the Class and the PAGA Collective.~~

2.62.7 The Parties, Class 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] [they are aware of the following other pending matter[s] or action[s] asserting claims that will be extinguished or affected by the Settlement:]~~

~~(list case names, case numbers, and jurisdictions)~~

~~-1-~~

3. **MONETARY TERMS.**

3.1 ~~_____~~ **Gross Settlement Amount.** XYZ promises to ~~Except as otherwise provided by~~ Section 8, *infra*, Defendant shall pay \$ ~~_____~~ the GSA to fully settle, resolve, and no more as the Gross Settlement Amount ~~[extinguish all claims asserted in the Lawsuits including, Plaintiffs' Release, Released Class Claims, and Released PAGA Claims. The GSA is non-~~ 3-4 ~~reversionary and to~~ includes: (1) the Class Payment; (2) the PAGA Penalties Payment; (3) the Class Counsel Fees Payment; (4) the Class Counsel Litigation Expenses Payment; (5) the Administration Expenses Payment; and (6) the Enhancement Awards. Defendant shall further separately pay any ~~and all~~ employer payroll taxes owed on the Wage ~~Portions (as defined below)~~ Portion of the Individual Class Payments. ~~XYZ has.~~ Defendant shall have no obligation to pay the ~~Gross Settlement Amount~~ GSA (or any payroll taxes) ~~before~~ prior to the deadline stated in Paragraph ~~Section~~ 4.2. ⁱⁱⁱ 3, *infra*. The Administrator ~~will~~ shall disburse the entire ~~Gross Settlement Amount~~ GSA 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 XYZ.~~

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

3.2.1 ~~_____~~ **To Plaintiff:** Class Representative Service Payment of not more than \$ ~~_____~~ (in addition to any ~~Plaintiffs: The Enhancement Award, an~~ Individual Class Payment ~~[, if entitled to same, and any an 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 Motion for Final Approval, Plaintiff will, if entitled to same. Plaintiffs shall seek Court approval for any Class Representative Service Payment the Enhancement Awards no later than 16 court days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment the Enhancement Awards, but in amount(s) less than the amount

3.2.1 (s) requested, the Administrator ~~will~~ shall retain the ~~remainder~~ amount(s) requested but not awarded in the ~~Net Settlement Amount~~ NSA. The Administrator ~~will~~ shall pay the Class Representative Service Payment Enhancement Awards using IRS ~~Form~~ Forms 1099. Plaintiff ~~assumes~~ Plaintiffs assume full responsibility and liability for ~~employee~~ taxes owed on the Class Representative Service Payment Enhancement Awards.

3.2.2 **To Class Counsel:** A Class Counsel Fees Payment of not more than ~~_____~~ %, which is currently estimated to be \$ ~~_____~~, and a Class Counsel Litigation Expenses Payment of not more than \$ ~~_____~~. XYZ will not oppose requests for these payments provided they do not exceed these amounts. As part of the Motion for Final Approval, Plaintiff and/or Class Counsel may seek Court approval of a The Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment. In support of Defendant shall not oppose requests for The Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment, Class Counsel must submit a cost ledger listing each expense incurred during the Action provided they do not exceed the amounts provided herein. Plaintiffs shall seek Court approval for the Class Counsel Fees Payment and Class Counsel

Litigation Expenses Payment no later than 16 court days prior to the Final Approval Hearing. If the Court approves athe Class Counsel Fees Payment and/or athe Class Counsel Litigation Expenses Payment, but in amount(s) less than the amount(s) requested, the Administrator will allocate shall retain the remainder to in the Net Settlement Amount NSA. The Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel counsel for Plaintiffs arising from any claim to any portion of anythe Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will shall pay the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment using one or more IRS Forms 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds XYZ shall hold Defendant harmless, and indemnifies XYZ, from shall indemnify Defendant, in connection with any dispute or controversy regarding any division or sharing of any of these payments.

3.2.3 To the Administrator: An The Administration Expenses Payment not to exceed

1.1.1 \$ except for a showing of good cause and as approved by the Court. To the extent the administration expenses costs of administering the Settlement are less than anticipated, or should the Court approves approve payment in a sum less than \$ that requested, the Administrator will shall retain the remainder in the Net Settlement Amount.

NSA to be distributed to Settlement Group Members.

3.2.3 To Each Participating Class Member: An Individual Class the LWDA and Aggrieved Employees: The PAGA Penalties Payment, which the, The Administrator shall calculate each of the Individual PAGA Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members during amount of the Aggrieved Employees' 25% share of PAGA Penalties (Twenty-Five Thousand Dollars (\$25,000)) by the total number of PAGA Pay Periods worked by all Aggrieved Employees, and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment Class Period If the Court approves PAGA Penalties, but in an amount less than that requested, the Administrator shall allocate the remainder to the NSA. The Administrator shall report the Individual PAGA Payments on IRS Forms 1099.

3.2.4 To Each Participating Class Member: An Individual Class Payment, to be calculated by (a) dividing the NSA by the total number of Workweeks worked by all of the Participating Class Members, and (b) multiplying the result by each Participating Class Member's Member's Workweeks.

3.2.4.1 Tax Allocation of Individual Class Payments. Twenty percent (20%) of each Participating Class Member's of the Individual Class Payment will Payments shall be allocated to the settlement of wage claims ("the "Wage Portion"). The Wage Portions are Portion is subject to tax withholding and will shall be reported on an IRS W-2 Form. The % W-2. Forty percent (40%) of each Participating Class Member's of the Individual Class Payment will Payments shall be allocated to the settlement of claims for [e.g., penalties, and forty percent (40%) shall be allocated to the settlement of claims for interest and penalties] (collectively, "the "Non-Wage Portion"). The Non-Wage Portions are Portion is not subject to wage withholdings and will shall be reported on an IRS Form 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 willshall not receive any Individual Class ~~Payments~~Payment. The Administrator willshall retain amounts equal to their Individual Class Payments in the ~~Net Settlement Amount~~NSA 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 \$, _____ to be paid from the Gross Settlement Amount, with [75%/65%] (\$ _____) allocated to the LWDA PAGA Payment and [25%/35%] (\$ _____) allocated to the Individual PAGA Payments.~~

~~3.2.5.1 The Administrator will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' [25%/35%] share of PAGA Penalties (\$ _____) by the total number of PAGA Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.~~

~~3.2.5.2 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 Size Estimates.Workweeks. Based on a review of its records ~~to date, XYZ, as of June 9, 2025,~~ Defendant estimates there are —3,319 Class Members who collectively worked approximately 272,164 Workweeks.

4.1.2 Class Data. Not later than 15 days after the Court grants Preliminary Approval of the Settlement, Defendant shall deliver the Class Data to the Administrator, in the form of a total of _____ Workweeks, Microsoft Excel spreadsheet. To protect Class Members' privacy rights, the Administrator shall maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and _____ Aggrieved Employees for no other purpose, and restrict access to the Class Data to Administrator employees who worked need access to the Class Data to effect and perform under the Agreement. Defendant has a total _____ continuing duty to
of PAGA Pay Periods.*

immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which Defendant must send the Class Data to the Administrator, the Parties and their counsel shall expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.24.3 Funding of ~~Gross Settlement Amount~~. XYZthe GSA. Defendant shall fully fund the Gross Settlement Amount, and ~~also fund~~ the amounts necessary to fully pay ~~XYZ's Defendant's~~ share of payroll taxes, by transmitting the funds to the Administrator no later than [14] calendar days after the Effective Date.

4.34.4 — Payments from the ~~Gross Settlement Amount~~. GSA. Within [14] days after ~~XYZ~~Defendant fully funds the ~~Gross Settlement Amount~~GSA, the Administrator ~~will~~shall mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the ~~Class Representative Service Payment~~.Enhancement Awards. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service ~~Payment~~Payments shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.3.1 — ~~Check Mailing~~. The Administrator ~~will~~shall issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the ~~Participating~~ Class Members and/or Aggrieved

4.4.1 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~~shall be voided: (~~"the Void Date"~~). The Administrator ~~will~~shall cancel all checks not cashed by the ~~void date~~. ~~The Administrator will send checks for Individual Settlement Payments to all~~Void Date. ~~For any employees qualifying as both a Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all~~Member and an Aggrieved Employees ~~including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The~~Employee, the Administrator may send ~~Participating Class Members who are also Aggrieved~~ Employeeessaid employees a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator ~~must~~shall update the ~~recipients'~~recipients' mailing addresses using the National Change of Address Database.

4.3-24.4.2 Undelivered Checks. The Administrator ~~must~~shall conduct

~~an~~the Address Search for all other Participating Class Members and/or Aggrieved Employees whose checks are returned undelivered without a United States Postal Service (“USPS”) forwarding address. Within seven (7) days of receiving a returned check, the Administrator mustshall re-mail ~~the check~~checks to the USPS forwarding address provided or to an address ascertained through the Address Search. The Administrator need not take further steps to deliver checks to Participating Class Members and/or Aggrieved Employees whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Participating Class Member and/or Aggrieved Employee whose original check was lost or misplaced, as requested so long as a request for same is made by the Participating Class Member and/or Aggrieved Employee before prior to the ~~void date~~Void Date.

~~4.3.3~~ Uncashed Funds. For any Participating Class Member ~~whose Individual Class Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such a check [to a Court approved nonprofit organization or foundation consistent with Code of Civil Procedure section 384, subdivision (b) (“Cy Pres Recipient”)] [to the California Controller’s Unclaimed Property Fund in the name of the Class Member]. [The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient].~~

~~4.3.4.4.3~~ For any/or Aggrieved Employee whose Individual Class Payment Check and/or Individual PAGA Payment check is uncashed and cancelled after the ~~void date~~Void Date, the Administrator shall transmit the funds represented by such ~~check~~checks to the California ~~Controller’s~~Controller’s Unclaimed Property Fund in the name of the Participating Class Member and/or Aggrieved Employee, thereby leaving no ~~“unpaid residue” subject to the requirements of Code of Civil Procedure section 384, subdivision (b).~~

~~The “unpaid residue” subject to the requirements of California Code of Civil Procedure Section~~

384, subd. (b).

~~4.3.54.4.4~~ No Effect on Employee Benefits. The payment of Individual Class Payments and/or Individual PAGA Payments shall not obligate ~~XYZ~~Defendant to confer any additional benefits or make any additional payments to Participating Class Members and/or Aggrieved Employees (such as 401(k) contributions or bonuses) beyond those specified in ~~this~~the Agreement.

5. RELEASES OF CLAIMS.-

~~5.~~ Effective on the date when ~~XYZ~~Defendant fully funds the ~~entire Gross Settlement Amount~~GSA and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments, ~~Plaintiff~~Plaintiffs, Class Members, and Aggrieved Employees, ~~and Class Counsel will~~ shall release claims against ~~all~~the Released Parties as follows:

~~5.1~~ ~~Plaintiff's~~Plaintiffs' Release. ~~Plaintiff and Plaintiff's respective former and present~~Plaintiffs on behalf of their representatives, agents, attorneys, heirs, administrators, successors, spouses, and assigns generally, release and discharge the Released Parties from ~~all claims, transactions or occurrences [that occurred during the Class Period], including, but not limited to:~~

5.1 : (a) all claims that were, or reasonably could have been, alleged, based on the facts contained in the Operative Complaint or ascertained during the Lawsuits and released under Section 5.2, infra; and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint and Plaintiff or the PAGA Notice. ("Plaintiff's Notices, or ascertained during the Lawsuits and released under Section 5.3, infra ("Plaintiffs' Release.") Plaintiff's"). Plaintiffs' Release does not extend to any claims or actions to enforce ~~this~~the Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, ~~or workers'~~workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. ~~Plaintiff acknowledges and the PAGA Period. Plaintiffs acknowledge~~ that ~~Plaintiff~~they may discover facts or law different from, or in addition to, the facts or law that ~~Plaintiff~~Plaintiffs now knows~~know~~ or believes~~believe~~ to be true but agrees~~agree~~, nonetheless, that ~~Plaintiff's~~Plaintiffs' Release shall be and remain effective in all respects, notwithstanding such different or additional facts or ~~Plaintiff's~~Plaintiffs' discovery of them.^{vi}

~~5.1.1~~ ~~Plaintiff's Waiver of Rights Under 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 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 Participating Released~~ Class Members:

5.2 All~~Claims. The~~ Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release the Released Parties from all claims, rights, demands, liabilities, and causes of action that ~~were~~are alleged, or reasonably could have been alleged, based on the facts and allegations~~claims stated~~ in the Operative Complaint ~~that are alleged to have occurred during the Class Period [and/or ascertained in the course of the Lawsuits, including, e.g., "(a) any and all claims~~

involving any alleged ~~failure to pay minimum wage, etc.]. Except as set forth in Section 5.3 of this Agreement:~~ (a) failure to pay minimum wages and liquidated damages; (b) failure to pay overtime wages; (c) failure to provide uninterrupted meal periods free from employer control or compensation in lieu thereof; (d) failure to provide uninterrupted rest periods free from employer control or compensation in lieu thereof; (e) failure to furnish and/or maintain accurate itemized wage statements; (f) failure to timely pay all wages due upon separation of employment; (g) failure to reimburse business expenses; (h) unfair business practices; (i) suffering or permitting employees to work off-the-clock; (j) illegal rounding of meal breaks and shift start and stop times; (k) failure to include all forms of remuneration in the regular rate calculation, including but not limited to non-discretionary bonuses, shift differential pay, acting supervisor pay, commissions, and other pay codes; (l) claims that wage statements included an area for retroactive pay with no inclusive dates for the pay period of retroactive pay; (m) unreimbursed expenses including but not limited to cell phone use and uniforms or footwear; (n) uniform maintenance and expenses; (o) unreimbursed personal protective equipment expenses; (p) failure to

provide a second meal period for 10 hours of work; (q) willful failures to provide meal or rest periods or meal or rest period pay; (r) failure to pay vacation pay upon termination; (s) willful failures to pay wages upon termination; (t) restitution; (u) failure to pay sick pay at the regular rate; (v) interest; (w) unlawful practice of editing the time records to include meal breaks that were not taken or only to reflect the scheduled shift even if employees started early/stayed late; (x) required trainings completed off-the-clock; (y) erroneous payment of union dues from employees' paychecks; and (z) unfair or unlawful business practices under California Business & Professions Code section 17200, *et seq.* (collectively, "the Released Class Claims"). 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, ~~or workers' workers'~~ compensation, or claims based on ~~events~~facts occurring outside the Class Period.

5.3 — Release by Released PAGA Claims. The Aggrieved Employees:

5.3 All Aggrieved Employees are deemed to release and the LWDA, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, fully and finally release the Released Parties from any and all claims for PAGA — Penalties the recovery of civil penalties, attorneys' fees and costs permissible under PAGA, that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period

and the PAGA Notice [including, e.g., “(a) any and all claims involving any alleged failure to pay minimum wage; etc.].

are alleged, or reasonably could have been alleged based on the facts and claims stated in the Operative Complaint, the Lawsuits and the PAGA Notices, including any and all claims involving any alleged: (a) failure to provide uninterrupted meal periods free from employer control or compensation in lieu thereof; (b) failure to provide uninterrupted rest periods free from employer control or compensation in lieu thereof; (c) failure to pay minimum wages; (d) failure to pay overtime wages; (e) failure to pay statutorily required wages; (f) failure to reimburse business expenses; (g) failure to furnish accurate itemized wage statements; (h) failure to timely pay all wages upon separation of employment; (i) failure to maintain accurate records; (j) failure to provide paid sick leave at the regular rate of pay; (k) failure to provide proper notice of paid sick leave rights; (l) failure to provide supplemental paid sick leave; (m) failure to pay vested vacation and paid time off; (n) standard conditions of labor violations; (o) refusal to make payment; (p) unlawful deductions; (q) statutory wage violations; (r) failure to produce records in violation of Labor Code §§ 226(b)-(c), 1198.5, and 432; (s) unlawful criminal and financial inquiries; (t) off-the-clock work; (u) failure to include all forms of remuneration in the regular rate calculation, including but not limited to non-discretionary bonuses, shift differential pay, acting supervisor pay, and other pay codes; (v) failure to provide appropriate seating; and (w) retaliation and damages under Labor Code §§ 98.6 and 1102.5 (collectively, “the Released PAGA Claims”). The Aggrieved Employees only release these claims for the duration of the PAGA Period. The Aggrieved Employees release the Released PAGA Claims in their entirety and may not opt out of or object to the settlement of the Released PAGA Claims. To the extent the LWDA has released the Released PAGA Claims, no Aggrieved Employees may pursue these same Released PAGA Claims in another action. The Aggrieved Employees are collaterally estopped from pursuing the Released PAGA Claims released and compromised by the LWDA. The Aggrieved Employees are bound by the release of the PAGA claims regardless of whether they cash or deposit their Individual PAGA Payment.

6. MOTION FOR PRELIMINARY APPROVAL.

6. The Parties ~~agree to~~shall jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) ~~that complies with the Court’s current checklist for Preliminary Approvals~~”) that complies with the Court’s current checklist for such motions.

6.1 ~~XYZ’s Declaration in Support of Preliminary Approval. Within _____ days of 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 (if applicable). In their declarations, Defense Counsel and XYZ shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.~~

6.1 Plaintiff’s~~Plaintiffs’~~ **Responsibilities.** Plaintiff ~~will~~shall prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice and memorandum in support of the Motion for Preliminary Approval that includes an analysis of the

6.2 Settlement under *Dunk/Kullar* and a request for approval of the settlement of the Released PAGA Settlement Claims under Labor Code sectionSection 2699, subdivisionsubd. (f)(2); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement of the Released PAGA Claims; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members ~~and/or the proposed Cy Pres Recipient~~; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from ~~Plaintiff~~Plaintiffs confirming their willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, ~~[Aggrieved Employees, and/or] the Administrator [and/or the proposed Cy Pres Recipient];~~ (vi; (v) a signed declaration from each Class Counsel firm attesting to its competency to represent the Class Members; ~~and~~ its timely transmission to the LWDA of all necessary PAGA documents (~~PAGA Notice (Lab; initial notice of violations (Labor Code, § section 2699.3, subd. (a)), Operative Complaint (Lab; Labor Code, § section 2699, subd. (1)(1)), and the Agreement (Lab; Labor Code, § section 2699, subd. (1)(2));~~ (vii) a redlined version of the Agreement showing all modifications made to the Los Angeles Superior Court’s Model Agreement ready for filing with the Court; and (viii) all facts relevant to any actual or potential conflict of interest with Class Members, Aggrieved Employees, and/or the Administrator ~~and/or the Cy Pres Recipient. In their declarations, Plaintiff and Class Counsel shall aver whether they are aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.~~

6.36.2 — **Responsibilities of Counsel.** Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than [30] days after the full execution of this Agreement; ~~obtaining. Class Counsel shall obtain~~ a prompt hearing date for the Motion for Preliminary Approval; ~~and appearing in, file the Motion for Preliminary Approval no later Preliminary court days before the hearing, unless otherwise ordered by the Court to, deliver the Court’s~~

~~advocate in favor of the Motion for Preliminary Approval.~~ Class Counsel is responsible for delivering the Court's Preliminary Approval Order to the Administrator.

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

7. **SETTLEMENT ADMINISTRATION.**

7.1 — Selection of Administrator. The Parties have jointly selected _____ Phoenix Class Action Administration Solutions to serve as the Administrator and verified that, as a condition of appointment,

7.1 — the Administrator agrees to be bound by thisthe Agreement and to perform, as a fiduciary, all duties specified in thisthe Agreement in exchange for payment of the Administration Expenses ~~Payment~~. The Parties and their Counselcounsel 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 to 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 under US Treasury Regulation section 468B-1 ("QSF") under US Treasury Regulation section 468B-1 for the purpose of funding the GSA. Any interest that accrues on the GSA sums paid into the QSF prior to distribution by the Administrator shall become part of the NSA for distribution to Participating Class Members and/or the Aggrieved Employees.

7.4 **Notice to Class Members.**

7.4.1 — Not later than [e.g., 15] days after the Court grants Preliminary Approval, XYZ will deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet. ~~To protect Class Members' privacy rights, the Administrator must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to Administrator employees who need access to effect and perform under this Agreement. XYZ has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted Class Member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which XYZ must send the Class Data to the Administrator, the Parties and their counsel will expediently use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.~~ No later than three (3) businesscourt 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

7.4.1 Members, Aggrieved Employees, Workweeks, and PAGA Pay Periods in the Class Data.

7.4.2 — 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 USPS mail, the Class Notice [with Spanish translation, if applicable] substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment (if applicable) payable to the Class Member and/or Aggrieved Employee, 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 and/or Aggrieved Employee addresses using the National Change of Address database.

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

7.4.4 — The deadline for Class Members' written objections. The deadlines for Class Members' written objections, challenges to-

7.4.4 Workweeks and/or Pay Periods, and Requests for Exclusion will be extended for an additional 14 days beyond the 45 days otherwise provided in the Class Notice for all Class Members whose notices are notice is re-mailed. Class Members to whom Class Notices are resent after having been returned undeliverable to the The Administrator shall have their deadline extended an additional [14] calendar days beyond the Response Deadline. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

7.4.5 — If the Administrator, XYZ Defendant 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, but did not, 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.

14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.

7.5 Requests for Exclusion (Opt-Outs).

7.5.1 —Class Members who wish to exclude themselves from (“opt-out” of) the settlement of the Released Class Settlement must Claims shall send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than the Response Deadline. A Request 45 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 Settlement and includes the Class Member’s name, address and email address or telephone Member or his/her representative that reasonably communicates the Class Member’s election to be excluded from the for Exclusion is a letter from a Class Member or the Class Member’s 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.

7.5.2 —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 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 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. 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.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under the

Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating ~~Class Members' Release under Paragraph 7.5.3~~ Class Members' Release and Aggrieved Employee Release under Sections 5.2 of this Agreement and 5.3, supra, respectively, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 — 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 also Aggrieved Employees are deemed to release the ~~claims identified in Paragraph Released PAGA Claims and are eligible to receive an Individual PAGA Payment.~~

~~5.3 of this Agreement and are eligible for an Individual PAGA Payment.~~

7.6 — **Challenges to Calculation of Workweeks.** Each Class Member ~~and/or Aggrieved Employee~~ shall have ~~until 45 days after the Response Deadline~~ Administrator mails the Class Notice (plus an additional 14 days for those whose Class Notice is re-mailed) to challenge the number of Workweeks ~~and Pay Periods~~ allocated to the Class Member ~~and/or Aggrieved Employee~~ in the Class Notice. The Class Member ~~and/or Aggrieved Employee~~ may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator ~~must~~ shall encourage the challenging Class Member ~~and/or Aggrieved Employee~~ to submit supporting documentation. ~~The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all Class Member challenges to the number of Workweeks.~~ In the absence of any contrary documentation, the Administrator is entitled to presume that the Workweeks ~~and/or Pay~~

~~Periods~~ contained in the Class Notice are correct ~~if, so long as~~ they are consistent with the Class Data. ~~The Administrator's determination of allocations~~

7.6 The Administrator's determination of each Class Member's and/or Aggrieved Employee's ~~allocation~~ of Workweeks ~~is and/or Pay Periods shall be~~ final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide ~~to~~ Workweeks and/or Pay Periods to Defense Counsel and Class Counsel and the Administrator's ~~Defense Counsel and Class Counsel~~ copies of all challenges to ~~the~~ calculation of ~~Workweeks and the Administrator's determination of the challenges.~~

[determinations on the challenges.](#)

7.7 **Objections to Settlement.**

7.7.1 —Only Participating Class Members may object to the ~~class-action components~~[settlement](#) of the ~~Settlement and this Agreement~~[Released Class Claims](#), including contesting the fairness of the Settlement~~and the, or~~ amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment,~~Administration Expenses Payment, and~~ [and/or](#) Class Representative Service Payment.

7.7.2 —Participating Class Members may send written objections to the Administrator, by fax, email, or mail ~~no later than, In~~ the ~~Response Deadline~~[alternative](#), Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present ~~oral~~[verbal](#) objections at the Final Approval Hearing. [A Participating Class Member](#) to the Administrator must do so not later than 45 days after the Administrator's mailing of [who elects to send a written objection](#)

~~the Class Notice (plus an additional 14 days for those whose Class Notice was re-mailed).~~

7.7.3 Non-Participating Class Members have no right to ~~object to any the settlement~~ of the ~~class-action components of the Settlement~~[Released Class Claims](#).

7.8 —**Administrator Duties.** The Administrator ~~has a duty to~~[shall](#) perform ~~or observe~~ all tasks to be performed ~~or observed~~ by the Administrator ~~set forth~~[contained](#) in ~~this~~[the](#) Agreement or otherwise.

7.8.1 —**Website, Email Address and Toll-Free Number.** The Administrator ~~will~~[shall](#) establish, 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 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 Enhancement Awards, the](#) Final Approval, and the Judgment. The Administrator ~~will~~[shall](#) also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 —**Requests for Exclusion (Opt-outs) and Exclusion List.** The Administrator ~~will~~[shall](#) promptly review, on a rolling basis, Requests for Exclusion to ascertain their validity. Not later than ~~{five (5)}~~ days after the ~~expiration of the deadline for submitting Requests for Exclusion~~[Response Deadline](#), 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 ~~(“the Exclusion List”)~~; (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; and (c) copies of all Requests for Exclusion submitted ~~(whether valid or invalid), regardless of validity.~~

7.8.3 —**Weekly Reports.** The Administrator ~~must~~[shall](#), on a weekly basis, provide written reports to Class Counsel ~~and~~ Defense Counsel that, among other things, ~~fully~~ [tally the](#) number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for-

~~7.8.3~~ 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 include the Administrator's assessment of the validity of Requests for Exclusion and attach ~~("the Weekly Report").~~ The Weekly ~~Reports must include the~~ Administrator's Report shall ~~assessment of the validity of Requests for Exclusion and attach~~ copies of all Requests for Exclusion and objections received.

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

7.8.4.7.8.5 Administrator's Declaration. Not later than ~~[14]~~ days before the date by which ~~Plaintiff is~~ Plaintiffs are required to file the Motion for Final Approval of the Settlement, the Administrator will ~~shall~~ 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~~ the 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 and/or Aggrieved Employees, the ~~total number of~~ Requests for Exclusion ~~it received (both valid or invalid), and, regardless of validity,~~ the number of written objections. ~~The declaration shall and~~ attach the Exclusion List. The Administrator will ~~shall~~ supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel ~~is responsible for filing~~ shall be responsible for filing the Administrator's declaration(s) with the ~~Administrator's declaration(s) in~~ Court.

~~7.8.5~~ 7.8.6 ~~Final Report by Settlement Administrator.~~ Within ~~[10]~~ days ~~after of~~ the Administrator ~~disburses all funds in the Gross Settlement Amount's~~ disbursement of the entire GSA, the Administrator will ~~shall~~ provide Class Counsel and Defense Counsel with a final report detailing its disbursements, by employee identification number, only, of all payments made under ~~this~~ the Agreement. At least ~~[15]~~ days before any deadline set by the Court, the Administrator will ~~shall~~ prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing ~~in with the~~ Court attesting to its disbursement of all payments required under ~~this~~ the Agreement. Class Counsel ~~is~~ shall be responsible for filing the ~~Administrator's~~ Administrator's declaration in

Court.

8. XYZ'S RIGHT TO CLASS SIZE ESTIMATE, AND DEFENDANT'S RIGHT TO WITHDRAW.

8.1 The GSA is based on Defendant's representation that, as of August 8, 2025, the Class Members worked approximately 272,164 Workweeks. Should the final number of Workweeks ultimately increase by more than 10% (i.e., more than 27,216 Workweeks, exceeding 299,380), Defendant shall, in its sole discretion, have the option to either: (i) increase the GSA on a pro rata basis relative to the increase in Workweeks above 10% (for example, if the number of Workweeks increases by 11% to 302,102, the GSA shall increase by 1% to \$51,750); or (ii) end the Class Period and the PAGA Period on a date on which the Workweeks are equal to or less than 299,380.

8.2 If more than 10% of the Class Members submit valid Requests for Exclusion identified in the Exclusion List exceeds _____% of the total of all Class Members, XYZ, Defendant may, but is not obligated, elect to in its sole discretion, withdraw from the Settlement. The Parties agree that, if XYZ withdraws, the Settlement shall be void ab initio and have no force or effect whatsoever, and neither Party will have any further obligation to perform under this Agreement; provided, however, XYZ will remain responsible for, subject to paying all Settlement Administration Expenses any settlement administration expenses incurred to that point. XYZ must date. Defendant shall meet and confer with Class Counsel before

8. withdrawing from the Settlement pursuant to this provision. Defendant shall notify Class Counsel and the Court of its election to withdraw not later than ~~seven~~five (5) court days after the Administrator sends the final Exclusion List opt-out list to Defense Counsel; late the Parties. Late elections will shall have no effect.

9. MOTION FOR FINAL APPROVAL.

9. Not later than [16] court days before the ~~calendar~~Final Approval Hearing, Plaintiff will shall file ~~in with the~~ Court, a motion for final approval ~~that of the Settlement, which~~ includes a request for approval of the PAGA settlement of the Released PAGA Claims under Labor Code section 2699, subdivisions (l), a ~~proposed~~Proposed Final Approval Order and a proposed Judgment (collectively, "the Motion for Final Approval"). Plaintiff shall provide drafts of ~~these~~the documents constituting the Motion for Final Approval to Defense Counsel not later than ~~seven~~ days before as soon as practicable prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will shall expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

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

9.2 ~~——~~ **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 Participating Class Members ~~or Aggrieved Employees~~), the Parties ~~will~~shall expeditiously work together, in good faith ~~to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. If the Court's decision is that the amounts requested~~ to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. If the Court's decision is that the amounts requested amounts requested.

9.2 for the ~~Class Representative Service Payment~~Enhancement Awards, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administration Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this ~~paragraph~~section.

9.3 ~~——~~ **Continuing Jurisdiction of the Court.** ~~The Parties agree that, after~~Following entry of the Judgment, the Court ~~will~~shall retain jurisdiction over the Parties, ~~Action~~the Lawsuits, and the Settlement solely for purposes of (i) enforcing ~~this~~the Agreement and/or the Judgment, (ii) addressing settlement administration matters, and ~~9.3~~ (iii) addressing such post-~~Judgment~~judgment matters as are permitted by law.

9.4 ~~——~~ **Waiver of Right to Appeal.** Provided the Judgment is consistent with the terms and conditions of ~~this~~the Agreement, ~~specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment,~~ the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in the 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~~ Parties' obligations to perform under the Agreement ~~will~~shall 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 ~~Net Settlement Amount~~amount of the NSA.

9.5 ~~——~~ **Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment.** If the ~~appellate court~~reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material-

modification of ~~this~~the Agreement (including, but not limited to, the scope of release to be granted by Participating Class Members), ~~this and/or Aggrieved Employees~~, the Agreement shall be null and void. ~~The~~However, 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~~ appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a ~~50-50-~~

~~50-~~ basis, any additional ~~administration expenses~~Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, ~~reverse or modify the Court's award of the Class Representative Service Payment~~ reverse, or modify the Court's award of the Enhancement Awards or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this ~~paragraph~~section, as long as the ~~Gross Settlement Amount~~GSA remains unchanged.

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

11. **ADDITIONAL PROVISIONS.**

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

11.2 ~~—Confidentiality Before~~Prior to Preliminary Approval.

~~Plaintiff~~Plaintiffs, Class Counsel, XYZDefendant and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them ~~will~~shall 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'Parties' attorneys, accountants, or spouses, all of whom ~~will~~shall be instructed to keep ~~this~~the Agreement and its terms confidential; (2) ~~to~~ 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~~shall immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. ~~Plaintiff~~Plaintiffs, Class Counsel, XYZDefendant 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 ~~any~~third party regarding ~~this~~the Agreement or the matters giving rise to ~~this~~the Agreement except to respond only that "the matter was resolved," or words to that effect. This ~~paragraph~~section does not restrict Class Counsel'sCounsel's communications with Class Members in accordance with Class Counsel'sCounsel's ethical obligations owed to Class Members.

~~11.211.3~~ **No Solicitation.** The Parties separately agree that they and their respective counsel and employees ~~will~~shall not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this ~~paragraph~~section shall be construed to restrict Class Counsel'sCounsel's ability to communicate with Class Members in accordance with Class Counsel'sCounsel's ethical obligations owed to Class Members.

~~11.311.4~~ **Integrated Agreement.** Upon execution by ~~all~~the Parties and their counsel, ~~this~~the 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.

~~11.411.5~~ **Attorney Authorization.** Class Counsel and Defense Counsel separately warrant and represent that they are authorized by ~~Plaintiff~~Plaintiffs and XYZDefendant, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to ~~this~~the Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of ~~this~~the Agreement, including any amendments ~~to this Agreement~~hereto.

~~11.511.6~~ **Cooperation.** The Parties and their counsel ~~will~~shall cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement-Agreement ~~and~~, 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~~shall seek the assistance of a mediator and/or the Court for resolution.

~~11.6~~11.7 ~~_____~~ **No Prior Assignments.** ~~The Parties separately represent~~Each Party represents and ~~warrant~~warrants that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity ~~any~~and portion of any liability, claim, demand, action, cause of action, or right released and discharged by ~~the~~said Party in ~~this~~the Settlement.

~~11.7~~11.8 ~~_____~~ **No Tax Advice.** Neither ~~Plaintiff~~Plaintiffs, Class Counsel, ~~XYZ~~Defendant nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in ~~this Settlement~~the Agreement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

~~11.8~~11.9 ~~_____~~ **Modification of Agreement.** ~~This~~The 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.

~~11.9~~11.10 **Agreement Binding on Successors.** ~~This~~The Agreement ~~will~~shall be binding upon, and inure to the benefit of, the successors of each of the Parties.

~~11.10~~11.11 **Applicable Law.** All terms and conditions of ~~this~~the Agreement and its exhibits ~~will~~shall be governed by and interpreted according to the internal laws of the State of California, without regard to conflict of law principles.

~~11.11~~11.12 **Cooperation in Drafting.** The Parties have all cooperated and participated in the drafting and ~~preparing this preparation of the~~ Agreement. ~~This~~The Agreement ~~will~~shall not be construed against any Party-

~~11.11~~ on the basis that the Party was the drafter or participated in the drafting.

11.1211.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during the ~~Action~~Lawsuits and in ~~this~~the Agreement relating to the confidentiality of information shall survive the execution of ~~this~~the Agreement.

11.1311.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Evidence~~Cal. Evid.~~ Code ~~section~~§1152, and all copies and summaries of the Class Data provided to Class Counsel by XYZ~~Defendant~~ in connection with the mediation, other settlement negotiations, or in connection with the Settlement, may be used only with respect to ~~this~~the Settlement, and for no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or ~~the California Rules~~rule of ~~Court~~court. Not later than 90 days after the date ~~when~~ the Court discharges the ~~Administrator's~~Administrator's obligation to provide a ~~declaration~~Declaration confirming the final ~~pay-out~~payout of all Settlement funds, ~~Plaintiff~~Plaintiffs and Class Counsel shall destroy all paper and electronic versions of Class Data received from XYZ~~Defendant~~ unless, ~~before~~prior to the ~~Court's~~Court's discharge of the ~~Administrator's obligation, XYZ~~Administrator's obligations, Defendant makes a written request to Class Counsel for the return, rather than the destruction, of Class Data.

11.1411.15 Headings. The descriptive heading of any section ~~or paragraph~~ of ~~this~~the Agreement is inserted for convenience of reference, only, and does not constitute a part of ~~this~~the Agreement.

11.1511.16 Calendar Days. Unless otherwise noted, all ~~reference~~reference to “~~days~~” in ~~this~~the Agreement shall be to calendar days. In the event any date or deadline set forth in ~~this~~the Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first ~~business~~court day thereafter.

11.1611.17 Notice. All notices, demands or other communications between the Parties in connection with ~~this~~the Agreement ~~will~~shall be in writing and deemed to have been duly given as of the third ~~business~~court day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiffs Christian Solis, Akila Davenport, and Pearl Palacios:

Zachary Crosner (zach@crosnerlegal.com)
Jamie Serb (jamie@crosnerlegal.com)
Nikki Trenner (nikki@crosnerlegal.com)
CROSNER LEGAL, PC
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210
Tel: 866-276-7637

To Plaintiff Rene A. Sorto:

Michael Nourmand
James Desario
THE NOURMAND LAW FIRM, APC
8822 West Olympic Boulevard

[Beverly Hills, California 90211](#)
[Telephone \(310\) 553-3600](#)
[Facsimile \(310\) 553-3603](#)

To Plaintiff Christian Fernandez:

[Zorik Mooradian](#)
[Haik Hacopian](#)
MOORADIAN LAW, APC
[24007 Ventura Blvd., Suite 210](#)
[Calabasas, CA 91302](#)
[Telephone: \(818\) 487-1998](#)
[Facsimile: \(888\) 783-1030](#)

To

To XYZ:

Plaintiff Ryan Crowe:

[Joseph Lavi](#)
[Colby Meagle](#)
[Cassandra Castro](#)
[Vincent Granberry](#)
LAVI & EBRAHIMIAN, LLP
[8889 W. Olympic Boulevard, Suite 200](#)
[Beverly Hills, California 90211](#)
[Telephone: \(310\) 432-0000](#)
[Facsimile: \(310\) 432-0001](#)

To Defendant Worldwide Flight Services, Inc.:

[James C. Fessenden \(jfessenden@fisherphillips.com\)](#)
FISHER & PHILLIPS, LLP
[4747 Executive Drive, Suite 1000](#)
[San Diego, CA 92121](#)
[Tel: \(858\) 597-9619](#)

~~11.17~~11.18 **Execution in Counterparts.** ~~This~~The Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., DocuSign), or email which, for purposes of ~~this~~the Agreement, shall be accepted as an original. All executed counterparts and each of them ~~will~~shall be deemed to be one and the same instrument ~~if~~should counsel for the Parties ~~will~~shall exchange between themselves signed counterparts. Any executed counterpart ~~will~~shall be admissible in evidence to prove the existence and contents of ~~this~~the Agreement.

~~11.18~~ **Stay of Litigation.** ~~The Parties agree that upon the~~Upon execution of this Agreement, the

Counsel For Plaintiff Counsel For XYZ

(date) _____ (date) _____

[_____ (case name and number) _____]

11.19 _____ (“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 necessary to effectuate 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”). Settlement as required by the Agreement.

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 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~~

Dated: _____
RENE A. SORTO

Dated: 10 / 14 / 2025 _____
CHRISTIAN SOLIS

Dated: 10 / 16 / 2025 _____
AKILA DAVENPORT

Dated: 10 / 23 / 2025 _____
PEARL PALACIOS

Dated: 10/31/2025 _____
CHRISTIAN FERNANDEZ

Dated: _____
RYAN CROWE

Dated: _____
WORLDWIDE FLIGHT SERVICES, INC.

Name: _____

Title: _____

Dated: October 27, 2025

CROSNER LEGAL, PC

Nikki Trenner

Zachary Crosner, Esq.

Jamie Serb, Esq.

Nikki Trenner, Esq.

Attorneys for Plaintiffs Christian Solis, Akila

Davenport, and Pearl Palacios

Dated:

THE NOURMAND LAW FIRM, APC

Michael Nourmand, Esq.

James Desario, Esq.

Attorneys for Plaintiff Rene A. Sorto

Dated: 10/31/25

MOORADIAN LAW, APC

/s/Haik Hacopian
Zorik Mooradian, Esq.
Haik Hacopian, Esq.
Attorneys for Plaintiff Christian Fernandez

Dated: _____

LAVI & EBRAHIMIAN, LLP

Lavi, Esq.
Colby Meagle, Esq.
Cassandra Castro, Esq.
Attorneys for Plaintiff Ryan Crowe

Dated: _____

FISHER & PHILLIPS, LLP

James C. Fessenden, Esq.
Attorney for Defendant Worldwide Flight
Services, Inc.

Title	SETTLEMENT AGREEMENT (WFS)
Filename	Worldwide - Class... Final Clean .pdf
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Document History

SENT	<u>10 / 14 / 2025</u> <u>22:46:30 UTC</u>	<u>Sent for signature to Christian Solis (chris.solis@gmail.com), Akila Davenport (akiladav@gmail.com) and Pearl Palacios (faith.april25@gmail.com) from mathew@crosnerlegal.com</u> <u>IP: 97.190.65.67</u>
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SIGNED	<u>10 / 14 / 2025</u> <u>23:21:58 UTC</u>	<u>Signed by Christian Solis (chris.solis@gmail.com)</u> <u>IP: 104.28.85.109</u>
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Title

SETTLEMENT AGREEMENT (WFS)

Filename

Worldwide - Class... Final Clean .pdf

Document ID

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• Signed

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SIGNED	<u>10 / 16 / 2025</u> <u>15:38:28 UTC</u>	<u>Signed by Akila Davenport (akiladav@gmail.com)</u> <u>IP: 76.33.49.20</u>
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0 COMPLETED	<u>10 / 24 / 2025</u> <u>04:04:40 UTC</u>	<u>The document has been completed.</u>

To Plaintiff Christian Fernandez:

Zorik Mooradian
Haik Hacopian
MOORADIAN LAW, APC
24007 Ventura Blvd., Suite 210
Calabasas, CA 91302
Telephone: (818) 487-1998
Facsimile: (888) 783-1030

To Plaintiff Ryan Crowe:

Joseph Lavi
Colby Meagle
Cassandra Castro
Vincent Granberry
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001

To Defendant Worldwide Flight Services, Inc.:

James C. Fessenden (jfessenden@fisherphillips.com)
FISHER & PHILLIPS, LLP
4747 Executive Drive, Suite 1000
San Diego, CA 92121
Tel: (858) 597-9619

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

11.19 Stay of Litigation. Upon execution of this Agreement, the Lawsuits shall be stayed, except to effectuate the terms of the Agreement, and, pursuant to C.C.P. section 583.330, the date to bring a case to trial under C.C.P. section 583.310 shall be extended for the entire period necessary to effectuate the Settlement as required by the Agreement.

Dated: 10/23/2025



RENE A. SORTO

~~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").

Dated: _____
CHRISTIAN FERNANDEZ

Dated: _____
RYAN CROWE

Dated: _____
WORLDWIDE FLIGHT SERVICES, INC.

Name: _____
Title: _____

Dated: _____
CROSNER LEGAL, PC

~~You Can Opt-out of the Class Settlement but not the PAGA Settlement~~

~~The Opt-out Deadline is~~

~~Participating Class Members~~ All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed settlement. The

~~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 VI 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).~~ Zachary Crosner, Esq.
Jamie Serb, Esq.
Nikki Trenner, Esq.
Attorneys for Plaintiffs Christian Solis, Akila Davenport, and Pearl Palacios

~~THE NOURMAND LAW FIRM, APC~~

Michael Nourmand

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~~Object to the Class Settlement but not the PAG A Settlement Written Object ions Must be Submitted by Dated:~~ 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 VII of this notice.~~ 10/24/25

[Michael Nourmand, Esq.](#)

~~You Can Participate in the Final Approval Hearing Dated:~~ The Court's final approval hearing is scheduled to take place on _____, _____. You don't have to attend but ~~val-~~ 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 VIII of this notice.

Dated: 11/03/2025

Dated: _____

~~You Can Challenge the Calculation~~

CHRISTIAN FERNANDEZ

Ryan Crowe

RYAN CROWE

WORLDWIDE FLIGHT SERVICES, INC.

Name: _____

Title: _____

CROSNER LEGAL, PC

~~The amount of your individual class payment and individual 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 of Class Period~~

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of
~~Your~~
~~Work~~
~~weeks~~
~~/Pay~~
~~Periods~~
~~Written~~
~~Challenge~~
~~Must~~
~~be~~
~~Submitted~~
~~by~~

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 the number of
Class Period workweeks, you must challenge
it
by _____. See Section IV of this notice. Zachary
Crosner, Esq.
Jamie Serb, Esq.
Nikki Trenner, Esq.
Attorneys for Plaintiffs Christian Solis, Akila
Davenport, and Pearl Palacios

Dated: _____

THE NOURMAND LAW FIRM, APC

Michael Nourmand, Esq.

I. — WHAT IS THE ACTION ABOUT?

Plaintiff is a [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 (Lab. Code, § 2698, et seq.). Plaintiff is represented by attorneys in the Action: _____.

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

II. — 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 agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a settlement agreement and agreeing to ask the Court to enter a judgment ending the Action, 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. The Court preliminarily approved the proposed settlement as fair, reasonable and adequate, authorized this Notice, and scheduled a hearing to determine final approval.

III. ~~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, a class representative service payment, Class Counsel’s attorneys’ fees and expenses, the Administrator’s expenses, and penalties to be paid to the 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 becomes final. The judgment will be final on the date the Court enters judgment, or a later date if Participating Class Members object to the proposed settlement or the judgment is appealed.~~
2. ~~Court Approved Deductions from Gross Settlement. At the final approval hearing, 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:~~
 - 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 \$ _____ to Plaintiff 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%/65%] to the LWDA and [25%/35%] to individual PAGA payments to Aggrieved Employees based on their pay periods during the PAGA Period.~~

~~Participating Class Members have the right to object to any of these deductions except the PAGA penalties. 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 be lost to you because they will be paid to a non-profit organization or foundation].

[If the monies represented by your check is sent to the Controller's Unclaimed Property Fund, 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 the Class Member or Class Member's representative setting forth the Class Member's name, present address, telephone number, and a simple statement electing to be excluded from the settlement. Class Members who opt out 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 opt out of the class settlement 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 not grant final approval of the settlement or not enter a judgment. It is also possible the Court will enter a judgment that is reversed on appeal. Plaintiff 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 IX of this notice.

9. ~~Participating Class Members' Release.~~ After the Judgment is final and XYZ has fully funded the Gross Settlement [(and separately paid all employer payroll taxes)], ~~Participating Class Members will be legally barred from asserting any of the claims released under the settlement. This means that unless you opted out by validly excluding yourself from the class settlement, you cannot sue, continue to sue or be part of any other lawsuit against 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, administrators, successors and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts and allegations in the Operative Complaint that are alleged to have occurred during the Class Period [including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; etc.]. Except as set forth in Section 5.3 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 events occurring outside the Class Period.^{vii}~~

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' Release is as follows:~~

~~All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, 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 facts and allegations in the Operative Complaint that are alleged to have occurred during the PAGA Period and the PAGA Notice [including, e.g., "(a) any and all claims involving any alleged failure to pay minimum wage; etc.].^{viii}~~

IV. — 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.

HOW DO I OPT OUT OF THE CLASS SETTLEMENT?

Dated: MOORADIAN LAW, APC

Zorik Mooradian, Esq.
Haik Hacopian, Esq.
Attorneys for Plaintiff Christian Fernandez

Dated: 11/04/2025

LAVI & EBRAHIMIAN, LLP

Joseph Lavi

Joseph Lavi, Esq.
Colby Meagle, Esq.
Cassandra Castro, Esq.
Attorneys for Plaintiff Ryan Crowe

Dated: FISHER & PHILLIPS, LLP

James C. Fessenden, Esq.

VI.

~~To opt out of the class action 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. **You must send your request to be excluded to the Administrator by _____, or it will be invalid.** Section IX of the notice has the Administrator's contact information.~~

VII. — 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 a Motion for Final Approval that includes, among other things, the reasons why the proposed settlement is fair and states (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 IX 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 settlement or the Motion for Final Approval 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 IX of this notice has the Administrator's contact information.

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 VIII of this notice (immediately below) for specifics regarding the final approval hearing.

VIII. — CAN I ATTEND THE FINAL APPROVAL HEARING?

~~You can, but don't have to, attend the final approval hearing on _____ at _____(time)_____ in Department [_____] 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.~~

IX. — HOW CAN I GET MORE INFORMATION?

~~The settlement agreement sets forth everything XYZ and Plaintiff have promised to do under the proposed settlement. The easiest way to read the settlement agreement, the judgment or any other settlement documents is to go to _____(specify entity)_____ 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>) [**confirm**] 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 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:-~~

X. — 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].~~

XI. — WHAT IF I CHANGE MY ADDRESS?

for

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

ⁱFor PAGA settlements involving PAGA notice letters sent to the LWDA after June 19, 2024, ensure that Plaintiff complies with the new PAGA requirements established by S.B. 92 and A.B. 2288. The PAGA penalty allocation in the Settlement Agreement should be revised to reflect the updated structure detailed in Lab. Code, § 2699(m) — 65% of the amount to the LWDA, 35% to Aggrieved Employees.

ⁱⁱThe Parties may need to tailor this language to pay periods or shifts depending on the facts of the case.

ⁱⁱⁱThe Parties are free to negotiate a payment plan structure if appropriate. In the motion for preliminary approval, counsel should submit evidence (e.g., declaration from a representative of **Defendant**) explaining the financial necessity for a payment plan.

^{iv}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, subdivision (a) claim).

^vInsert any negotiated terms addressing the possibility that XYZ's estimates of Class size, Workweeks, or PAGA Pay Periods turn out to be understated or concerning 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 PAGA Pay Periods exceed XYZ's estimates. Counsel must finalize the end dates of the Class and PAGA Periods before filing the Motion for Preliminary Approval and submit evidence showing if the escalator clause has been triggered and the consequences.

^{vi}The Parties can negotiate and propose a broader individual release for Plaintiff's claims.

^{vii}Releases in the Notice should be verbatim to the releases in the Settlement Agreement.

^{viii}Releases in the Notice should be verbatim to the releases in the Settlement Agreement Worldwide Flight Services, Inc.

Exhibit 3

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

Christian Solis v. Worldwide Flight Services, Inc.
Los Angeles County Superior Court, Case No. 22STCV04332

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 ("Lawsuit") against Worldwide Flight Services, Inc. ("Defendant") for alleged wage and hour violations. The Lawsuit was filed by former Worldwide Flight Services, Inc. employees ("Plaintiffs") and seeks payment of (1) back wages and other relief for a class of all current and former non-exempt employees that worked for Defendant in California during the Class Period from June 25, 2019 to August 8, 2025 ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all current and former non-exempt employees that worked for Defendant in California during the PAGA Period from October 3, 2021 to August 8, 2025 ("Aggrieved Employees").

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

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

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. 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 Plaintiffs and Plaintiffs' attorneys ("Class Counsel"). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you worked for Defendant 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 Defendant.
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 Defendant, 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.

Defendant 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 Defendant 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 **DATE**. 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. Defendant 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 **DATE**. 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 Plaintiffs who pursued the Lawsuit on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiffs. Other than the PAGA portion of this Settlement, you can object to any aspect of this Settlement. 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 **DATE**. You don't have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court's virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods. Written Challenges Must be Submitted by **DATE**. 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 of Workweeks and number of Pay Periods you worked according to Defendant's records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by **DATE**. See Section 4 of this Notice.

1. WHAT IS THE LAWSUIT ABOUT?

Plaintiffs are former Worldwide Flight Services, Inc. employees. The Lawsuit accuses Defendant of violating California labor laws by failing to pay minimum wages and liquidated damages, overtime wages, all wages due upon separation of employment, business expense reimbursements, paid sick leave, unlawful deductions, and failing to provide uninterrupted meal periods free from employer control or compensation in lieu thereof, uninterrupted rest periods free from employer control or compensation in lieu thereof, accurate itemized wage statements. Based on the same claims, Plaintiffs have also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) ("PAGA"). Plaintiffs represented by attorneys ("Class Counsel") in the Lawsuit.

Defendant 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 LAWSUIT HAS SETTLED?

So far, the Court has made no determination whether Defendant violated any laws. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Lawsuit by negotiating an end to 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 Lawsuit and enforcing the Agreement, Plaintiffs and Defendant 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, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant 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 whether to finally approve the Settlement.

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

Defendant Will Pay \$5,115,000.00 as the Gross Settlement Amount (Gross Settlement).

Defendant 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 Enhancement Award, 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, Defendant will fund the Gross Settlement not more than 14 days after the Judgment entered by the Court becomes final. The Judgment will be final on the date the Court enters Judgment, or a later date if Participating Class Members object to the proposed Settlement or the Judgment is appealed.

Court Approved Deductions from Gross Settlement. At the Final Approval Hearing, Plaintiffs 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:

- Up to \$1,705,000.00 (one-third of the Gross Settlement] to Class Counsel for attorneys' fees and up to \$40,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Lawsuit without payment.
- Up to \$5,000.00 each as Class Representative Enhancement Award for filing the Lawsuit, working with Class Counsel and representing the Class.
- Up to \$29,995.00 to the Administrator for services administering the Settlement.
- Up to \$100,000.00 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

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.

Taxes Owed on Payments to Class Members. Plaintiffs and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages ("Wage Portion") and 80% to penalties and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant 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 Plaintiffs and Defendant 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.

Need to Promptly Cash Payment Checks. The front of every check issued for Individual Class Payments and Individual PAGA Payments will show the date when the check expires (the void date). If you don't cash it by the void date, your check will be automatically cancelled, and the monies will be deposited with the California Controller's Unclaimed Property Fund in your name. If the payment represented by your check is sent to the Controller's Unclaimed Property Fund, you should consult the rules of the Fund for instructions on how to retrieve your money.

Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you notify the Administrator in writing, not later than **DATE**, 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 you or your representative setting forth your 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 Defendant.

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 Defendant based on the PAGA Period facts alleged in the Lawsuit.

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 Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Administrator. The Court has appointed a neutral company, Phoenix Class Action Administration Solutions (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.

Participating Class Members' Release. After the Judgment is final and Defendant has fully funded the Gross Settlement and separately paid all employer payroll taxes, Participating Class Members will be legally barred from asserting any of the claims released under the Settlement. This means that unless you opted out by validly excluding yourself from the Class Settlement, you cannot sue, continue to sue, or be part of any other lawsuit against Defendant or related entities for

wages based on the Class Period facts and PAGA penalties based on the facts, as alleged in the Lawsuit and resolved by this Settlement.

All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims, rights, demands, liabilities, and causes of action that are alleged, or reasonably could have been alleged based on the facts and claims stated in the Operative Complaint and/or ascertained in the course of the Lawsuits, including any and all claims involving any alleged: (a) failure to pay minimum wages and liquidated damages; (b) failure to pay overtime wages; (c) failure to provide uninterrupted meal periods free from employer control or compensation in lieu thereof; (d) failure to provide uninterrupted rest periods free from employer control or compensation in lieu thereof; (e) failure to furnish and/or maintain accurate itemized wage statements; (f) failure to timely pay all wages due upon separation of employment; (g) failure to reimburse business expenses; (h) unfair business practices; (i) suffering or permitting employees to work off-the-clock; (j) illegal rounding of meal breaks and shift start and stop times; (k) failure to include all forms of remuneration in the regular rate calculation, including but not limited to non-discretionary bonuses, shift differential pay, acting supervisor pay, commissions, and other pay codes; (l) claims that wage statements included an area for retroactive pay with no inclusive dates for the pay period of retroactive pay; (m) unreimbursed expenses including but not limited to cell phone use and uniforms or footwear; (n) uniform maintenance and expenses; (o) unreimbursed personal protective equipment expenses; (p) failure to provide a second meal period for 10 hours of work; (q) willful failures to provide meal or rest periods or meal or rest period pay; (r) failure to pay vacation pay upon termination; (s) willful failures to pay wages upon termination; (t) restitution; (u) failure to pay sick pay at the regular rate; (v) interest; (w) unlawful practice of editing the time records to include meal breaks that were not taken or only to reflect the scheduled shift even if employees started early/stayed late; (x) required trainings completed off-the-clock; (y) erroneous payment of union dues from employees' paychecks; and (z) unfair or unlawful business practices under California Business & Professions Code section 17200, *et seq.* (collectively, "the Released Class Claims"). Except as set forth in Section 5.3 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.

Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant has paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendant, 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 Defendant or its related entities based on the facts alleged in the Lawsuit and resolved by this Settlement.

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 the recovery of civil penalties, attorneys' fees and costs permissible under PAGA, that are alleged, or reasonably could have been alleged based on the facts and claims stated in the Operative Complaint, the Lawsuits and the PAGA Notices, including any and all claims involving any alleged: (a) failure to provide uninterrupted meal periods free from employer control or compensation in lieu thereof; (b) failure to provide uninterrupted rest periods free from employer control or compensation in lieu thereof; (c) failure to pay minimum wages; (d) failure to pay overtime wages; (e) failure to pay statutorily required wages; (f) failure to reimburse business expenses; (g) failure to furnish accurate itemized wage statements; (h) failure to timely pay all wages upon separation of employment; (i) failure to maintain accurate records; (j) failure to provide paid sick leave at the regular rate of pay; (k) failure to provide proper notice of paid sick leave rights; (l) failure to provide supplemental paid sick leave; (m) failure to pay vested vacation and paid time off; (n) standard conditions of labor violations; (o) refusal to make payment; (p) unlawful deductions; (q) statutory wage violations; (r) failure to produce records in violation of Labor Code §§ 226(b)-(c), 1198.5, and 432; (s) unlawful criminal and financial inquiries; (t) off-the-clock work; (u) failure to include all forms of remuneration in the regular rate calculation, including but not limited to non-discretionary bonuses, shift differential pay, acting supervisor pay, and other pay codes; (v) failure to provide appropriate seating; and (w) retaliation and damages under Labor Code §§ 98.6 and 1102.5.

4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

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.

Individual PAGA Payments. The Administrator will calculate Individual PAGA Payments by (a) dividing \$25,000.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of Pay Periods worked by each individual Aggrieved Employee.

Workweek/Pay Period Challenges. The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until **DATE** 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 Defendant's calculation of Workweeks and/or Pay Periods based on Defendant'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 Defendant's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

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.

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 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 Lawsuit as *Christian Solis v. Worldwide Flight Services, Inc.*, Los Angeles County Superior Court, Case No. 22STCV04332, 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 **DATE**, 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 Plaintiffs and Defendant are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiffs will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Payment. 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 or the Motion for Final Approval may wish to object, for example, that the proposed Settlement is unfair, or that the amounts requested by Class Counsel or Plaintiffs are too high or too low. The deadline for sending

written objections to the Administrator is **DATE**. 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 Lawsuit *Christian Solis v. Worldwide Flight Services, Inc.*, Los Angeles County Superior Court, Case No. 22STCV04332, and include your name, current address, telephone number, and approximate dates of employment with Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **DATE** at **TIME** in Department 15 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, Plaintiffs, 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 Court'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 Defendant and Plaintiffs 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 Phoenix Class Action Administration Solution'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 Lawsuit, Case No. 23STCV28645. 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.

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Cassandra Castro
Vincent Granberry
LAVI & EBRAHIMIAN, LLP
8889 W. Olympic Boulevard, Suite 200
Beverly Hills, California 90211
Telephone: (310) 432-0000
Facsimile: (310) 432-0001

Settlement Administrator:
Phoenix Class Action Administration Solutions
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.

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.

Exhibit 4a



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zach@crosnerlegal.com
office: (310) 496-5818
fax: (310) 510-6429

June 14, 2022

VIA ONLINE FILING ONLY:

PAGAfilings@dir.ca.gov
California Labor & Workforce
Development Agency
ATTN: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

VIA U.S. CERTIFIED MAIL:

C T Corporation System
Agent for Service of Process for:
Worldwide Flight Services, Inc.
330 N Brand Blvd Ste 700
Glendale, CA 91203

Worldwide Flight Services, Inc.
John F. Kennedy Airport
151 East Hangar
Jamaica, NY 11430

NOTICE OF PRIVATE ATTORNEYS GENERAL ACT CLAIM

To: California Labor and Workforce Development Agency, Worldwide Flight
Services, Inc.
Date: June 14, 2022
Subject: ~~Christian Solis v. Worldwide Flight Services, Inc.~~

Introduction

This office represents COMPLAINANT, Christian Solis (hereinafter “COMPLAINANT”) in connection with COMPLAINANT’s claims under the California Labor Code. COMPLAINANT was, at all relevant times herein mentioned, an employee of the following entity and individual managing agents of said entities: Worldwide Flight Services, Inc. (hereinafter, this entity and its managing agents are referred to collectively as “EMPLOYER”). EMPLOYER may be contacted directly at the addresses listed above.

Pursuant to California Labor Code sections 2699.3 and 2699.5, COMPLAINANT, on behalf of COMPLAINANT, and on behalf of all current and former non-exempt employees employed by EMPLOYER within one year of the date of this notice (“NON-EXEMPT AGGRIEVED EMPLOYEES”), and on behalf of all current and former exempt employees employed by EMPLOYER within one year of the date of this notice (“EXEMPT AGGRIEVED EMPLOYEES”), hereby gives written notice (“NOTICE”) of COMPLAINANT’s claims against EMPLOYER. This NOTICE is being provided via online filing to the California Labor and Workforce Development Agency (“LWDA”) and EMPLOYER via certified mail to its Agent(s) for Service of Process as provided to the California Secretary of State.

This NOTICE also serves to demonstrate COMPLAINANT’s reasonable attempt at settlement with EMPLOYER. If EMPLOYER is interested in settling this matter before a lawsuit is filed, EMPLOYER may contact Crosner Legal, P.C. at the address listed at the close of this NOTICE. This settlement attempt is in compliance with relevant California law. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

This NOTICE is sent in compliance with the reporting requirements of California Labor Code sections 2699, 2699.3 and 2699.5. This NOTICE further reserves any and all rights by COMPLAINANT to amend this notice to include, amend, or add further charges upon discovery of new violations of any of the provisions of the California Labor Code. In addition, to the extent that entities and/or other individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code sections including, but not limited to sections 558.1 and 1197.1—COMPLAINANT reserves any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue. Any further amendments and changes to this notice shall relate back to the date of this NOTICE. Consequently, EMPLOYER is on notice that COMPLAINANT continues its investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of *any* of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations contained herein. For violations that are curable under § 2699.3(c) and that EMPLOYER intends to cure within the statutory time period set forth in §§ 2699 and 2699.3(c), the EMPLOYER shall provide notice including a description of actions taken to cure. If the alleged violation is not cured within the statutory time period, COMPLAINANT will commence a civil action pursuant to section 2699. For all other violations that are not curable, an action pursuant to 2699(a) and 2699(f) will commence after the requirements under 2699.3 are fulfilled.

Based on the following summary of the facts and theories upon which COMPLAINANT will base COMPLAINANT's claims, COMPLAINANT requests that the LWDA regard this NOTICE as written notice of COMPLAINANT's intent to seek civil penalties against EMPLOYER. The specific provisions of California law that EMPLOYER has violated, requiring this NOTICE, include but are not limited to: California Labor Code sections 201-203, 204, 210, 216, 221-223, 226, 226.7, 227.3, 245-248.5, 432, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.3, 1198.5, 1199, 2802, 2810.5 and all applicable Wage Orders.

The Named Entities Are Joint Employers of COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES AND EXEMPT AGGRIEVED EMPLOYEES

California courts have recognized that the definition of "employer" for purposes of enforcement of the California Labor Code goes beyond the concept of traditional employment to reach irregular working arrangements for the purpose of preventing evasion and subterfuge of California's labor laws. *Martinez v. Combs* (2010) 49 Cal.4th 35, 65. As such, anyone who directly or indirectly, or through an agent or any other person, engages, suffers, or permits any person to work or exercises control over the wages, hours, or working conditions of any person, may be liable for violations of the California Labor Code as to that person.

COMPLAINANT is informed and believes and thereon alleges that at all relevant times EMPLOYER and unknown entities operated as a single integrated enterprise with common ownership and centralized human resources as set forth herein. Under California law, in determining whether two defendant entities are liable as an integrated enterprise, courts consider four factors: (1) centralized control of labor relations; (2) interrelation of operations; (3) common management; and (4) common ownership or financial control. *Laird v. Capital Cities/ABC, Inc.* (1998) 68 Cal.App.4th 727, 737 (overruled on other grounds, *Reid v. Google, Inc.* (2010) 50 Cal. 4th 512 (2010).)

COMPLAINANT is informed and believes and hereon asserts that EMPLOYER and unknown entities must be classified as joint employers of COMPLAINANT for purposes of liability for civil penalties under PAGA, as the aforementioned entities engaged, suffered and permitted COMPLAINANT to perform services from which they benefited, and furthermore that the aforementioned entities had the right to exercise control over the wages, hours and/or working conditions of COMPLAINANT at all relevant times herein, so as to be considered the joint employers of COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES.

Individual Liability Under Labor Code Section 558.1

Labor Code section 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code sections 203, 226, 226.7, 1194, and 2802. EMPLOYER, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' rights by violating various sections of the California Labor Code.

The California Legislature defines “other person acting on behalf of an employer” as “*a natural person* who is an owner, director, officer, or managing agent of the employer.” The “managing agent” definition mirrors that found in California’s punitive damages statute (subdivision (b) of section 3294 of the Civil Code). Under that statute and supporting case law, “managing agents” are all employees who exercise substantial independent authority and judgment in their corporate decision-making such that their decisions ultimately determine corporate policy. *White v. Ultramar, Inc.* (1999) 21 Cal. 4th 563, 566-67. For the reasons set forth above and others, at all relevant times, the above-listed individuals meet the criteria of managing agents under California law, and therefore, may be held liable under California Labor Code sections 558 and 558.1 for violations of Labor Code sections 203, 226, 226.7, 1194 and 2802 as further described in detail below.

COMPLAINANT intends to further name any unknown individuals responsible for violations arising under Labor Code sections 558 and 558.1 after further discovery. COMPLAINANT will ask the Court to relate the amendment of the PAGA charge and the operative complaint to the date of filing of these charges. COMPLAINANT asks and demands that EMPLOYER put these individuals on notice immediately to provide them as much notice possible to mount in defense. In the alternative, COMPLAINANT also offers to EMPLOYER to place those individuals on notice if EMPLOYER voluntarily provides their contact information.

General Information

EMPLOYER owns, operates, and / or otherwise manages a company that provide ground handling and air cargo support services to major airlines and airports. While EMPLOYER may operate a successful business/have a noble mission, EMPLOYER does not comply with California labor law.

COMPLAINANT was employed by EMPLOYER as a full-time, non-exempt employee during the relevant period, until the termination of his employment, on or about November 10, 2021. COMPLAINANT worked for EMPLOYER as a Cargo Planner and or other similar title(s) during the relevant period. EMPLOYER assigned COMPLAINANT to work at its warehouse facility located at the Los Angeles International Airport (LAX) in Los Angeles, California. COMPLAINANT typically worked shifts lasting at least eight (8) hours per day and typically worked at least five (5) days per week. EMPLOYER paid COMPLAINANT an hourly rate for time counted by EMPLOYER as hours worked. Based on information and belief, COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES were also compensated with non-discretionary remuneration, such as but not limited to, non-discretionary bonuses/incentive pay (e.g., bonuses/incentive pay earned for meeting attendance quotas) and/or shift differential pay and/or “acting supervisor” pay and/or other non-discretionary remuneration.

Among other things, EMPLOYER (1) failed and continues to fail to timely produce complete payroll and personnel records when requested by NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES; (2) failed and continues to fail to keep accurate and complete time records for COMPLAINANT and NON-EXEMPT AGGRIEVED

EMPLOYEES; (3) failed and continues to fail to pay COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked; (4) failed and continues to fail to pay COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES at least minimum wage for all hours worked and overtime/regular rates for corresponding work; (5) failed and continues to fail to pay proper overtime wages for failure to incorporate all non-discretionary compensation into the overtime premium pay calculations; (6) failed and continues to fail to provide COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES with proper meal and/or rest breaks, and/or compensate COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES an additional hour of premium pay at the regular rate of compensation for missed/improper meal and/or rest periods; (7) refused and continues to refuse to make and/or falsely denied the amount of payments due to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES, including but not limited to, owed sick pay; (8) failed and continues to fail to place COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES on proper notice of their workplace rights, including but not limited to owed sick pay; (9) failed and continues to fail to provide legally compliant wage statements to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES; (10) made unlawful deductions from COMPLAINANT's and other NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' paychecks; (11) failed and continues to fail to timely pay wages to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES during employment and/or upon separation of employment; (12) failed and continues to fail to reimburse COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES for business expenses incurred on behalf of EMPLOYER; (13) conducted and continues to conduct illegal criminal and/or financial background checks as a condition of COMPLAINANT's, NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' hire and continued employment; (14) required and continues to require COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to disclose arrests not resulting in convictions and/or to disclose convictions prior to extending an offer of employment and/or otherwise impermissibly inquired and continues to inquire into COMPLAINANT's, NON-EXEMPT AGGRIEVED EMPLOYEES', and/or EXEMPT AGGRIEVED EMPLOYEES' criminal history on their employment applications and sign off on same as a condition of employment; and (15) required and continues to require COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to a term or condition that violates the law as a condition of employment. Further descriptions of the above-mentioned violations and others are explained below.

Labor Code Violations

Violations of Labor Code Sections 226(b)-(c), 1198.5, and 432:

Time and Pay Records

Labor Code section 226 and Wage Order 9-2001 (and all applicable IWC Wage Orders), section 7 require that employers keep the following information on file for each employee for a minimum of three years: The employee's dates of employment; the employee's hourly rates and the corresponding number of hours worked by the employee at each hourly rate, when the employee

begins and ends each work period (including meal periods) and split intervals; total hours worked by the employee; all deductions; gross wages earned; and net wages earned.

Section (b) of Labor Code section 226 further requires employers to “afford current and former employees the right to inspect or receive a copy of records pertaining to their employment upon reasonable request to the employer.” Section (c) of Labor Code section 226 provides that, “an employer who receives a written or oral request to inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request. A violation of this subdivision is an infraction.” An employer’s failure to comply within this timeframe entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty from the employer. Lab. Code section 226(f).

Personnel Records

In addition to their right to time and pay records, employees, and their representatives, have the right to inspect and receive a copy of their personnel files pursuant to Labor Code section 1198.5. This statute applies to both former and current employees. Labor Code section 432 further specifies that employers must furnish copies of all employment records bearing the employee’s signature.

Labor Code section 1198.5 also requires that the file be made available for inspection or receipt within a “reasonable” amount of time, but “not later than 30 calendar days from the date the employer receives a written request.” An employer’s failure to comply within this timeframe likewise entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty from the employer. Lab. Code section 1198.5(k).

Based on information and belief, EMPLOYER fails to produce or make available a current or former employee’s personnel records and/or payroll records when requested pursuant to Labor Code sections 226, 1198.5, 432, and/or the applicable Wage Order. For example, COMPLAINANT, through his counsel, mailed a request for payroll and personnel records to EMPLOYER. Yet, based on information and belief, EMPLOYER failed to produce complete records or failed to produce records within the time periods delineated by California labor law. Based on information and belief, EMPLOYER failed and continues to fail to timely produce complete payroll and personnel records when requested by other NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES.

These violations subject employer to penalties under Labor Code sections 226, 1198.5, and 2699. Each violation of each Labor Code section and Wage Order provision, for each NON-EXEMPT AGGRIEVED EMPLOYEE and each EXEMPT AGGRIEVED EMPLOYEE, results in a separate civil penalty.

Recordkeeping Requirement Violations: California Labor Code section 1174 requires employers to keep “accurate and complete” payroll records showing, among other things, the hours worked daily by COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES. The applicable IWC Wage Order, including but not limited to Wage Order 9-2001, section 7 similarly

requires employers to keep time records reflecting the times during which all owed meal periods were provided each day.

At all relevant times, EMPLOYER failed, and continues to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES began and ended each work period, time records of meal periods, and accurate itemized wage statements.

EMPLOYER failed and continues to fail to keep accurate and complete records showing total hours worked by COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES by virtue of EMPLOYER's time rounding, payment according to scheduled hours rather than actual hours worked, automatic meal break deductions, and practices, and/or other off-the-clock work policies and practices described below.

EMPLOYER further failed and continues to fail to keep accurate and complete records showing total hours worked by virtue of EMPLOYER's failure to relieve COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and EMPLOYER's control for unpaid meal periods, resulting in unpaid hours worked.

EMPLOYER further failed and continues to fail, to record the true start and end times of COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES' work shifts.

EMPLOYER further failed and continues to fail, to record the true start and end times of COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES' meal periods.

Additionally, EMPLOYER failed, and continues to fail to keep accurate records and issue accurate wage statements by not documenting accrued sick time for COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES.

EMPLOYER's failure to keep "accurate and complete" payroll records for COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES violates Labor Code sections 1174, 1198, 1199, and Wage Order 9-2001 (and all applicable IWC Wage Orders), section 7. These violations subject EMPLOYER to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each aggrieved employee, results in a separate civil penalty.¹

Meal Period Violations: California law requires employers to provide employees a duty-free, uninterrupted thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and it must be provided within the first five (5) hours the employee works. Lab. Code section 512 (and all applicable IWC Wage Orders), section 11(A) and (C); *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004. Employers must also provide employees with a

¹ See Lab. Code section 2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

second duty-free, uninterrupted thirty (30) minute meal period when an employee works more than (10) hours in a workday, and it must be provided before the end of the 10th hour of work. *Ibid.* Meal periods can be waived, but only under the following circumstances: (1) if an employee's total work period in a day is over five (5) hours but no more than six (6) hours, the required meal period may be waived by mutual consent of the employer and employee, and (2) if an employee's total work period in a day is over ten (10) hours but no more than twelve (12) hours, the required second meal period may be waived by mutual consent of the employer and employee, but only if the first meal period was not waived. *Ibid.* Upon information and belief, COMPLAINANT did not sign a valid meal period waiver throughout COMPLAINANT's employment by EMPLOYER.

Employers covered by any and all applicable IWC Wage Orders have an obligation to both (1) relieve their employees for at least one meal period for shifts over five hours (see above), and (2) to record having done so. If the employer fails to properly record a valid meal period, it is presumed that no meal period was provided. IWC Wage Order 9-2001 (and all applicable IWC Wage Orders), section 7(A)(3) ("Meal periods . . . shall also be recorded"); *Brinker, supra*, 53 Cal.4th 1004, 1052-1053, citing section 7(A)(3) ("If an employer's records show no meal period for a given shift over five hours, a rebuttable presumption arises that the employee was not relieved of duty and no meal period was provided").

Employers must pay employees an additional hour of wages at the employees' regular rate of pay for each missed or improper meal period (e.g., less than 30 minutes, interrupted meal period, first meal period provided after five (5) hours, second meal period provided after 10 hours). Lab. Code section 226.7; all applicable IWC Wage Orders, section 11(B) ("If an employer fails to provide an employee a meal period in accordance with the applicable provision of this Order, the employer shall pay the employee one (1) hour of pay at the employee's regular rate of compensation for each workday that the meal period is not provided"); *Brinker, supra*, 53 Cal.4th 1004.

COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES consistently worked shifts of five and a one-half (5 ½) hours or more.

COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES were unable to take timely, off duty, thirty-minute, uninterrupted meal periods. For example, at times, COMPLAINANT was forced to take a late meal period and/or was interrupted during his meal period due to the nature and constraints of his job duties, including but not limited to, pressure to meet shipment/delivery deadlines/other work deadlines and/or the need to complete other work tasks. On information and belief, other NON-EXEMPT AGGRIEVED EMPLOYEES were also forced to take late, interrupted and/or shortened meal periods due to understaffing, pressure from supervisors to take noncompliant meal breaks and/or the nature and constraints of their job duties.

Based on information and belief, EMPLOYER implemented policies and practices that failed to relieve COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and EMPLOYER's control during unpaid meal breaks. For example, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were required to remain on EMPLOYER's premises and/or remain tethered to EMPLOYER's communication devices during purported meal

periods, and thus remained subjected to EMPLOYER's control during meal periods. Based on information and belief, COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES were from time to time interrupted by work assignments while clocked out for what should have been off-duty meal periods.

Based on information and belief, EMPLOYER had actual and/or constructive knowledge that its policies and practices resulted in the denial of uninterrupted meal periods owed to COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California's meal period laws.

Despite failing to provide lawful meal periods, EMPLOYER implemented a policy and/or practice of automatically deducting at least thirty minutes per shift for these missed/unlawful meal periods, despite having actual and/or constructive knowledge that COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES did not receive compliant meal periods.

EMPLOYER also failed to keep accurate records of the start and end times of COMPLAINANT's and NON-EXEMPT AGGRIEVED EMPLOYEES' meal period start and end times. Based on further information and belief, EMPLOYER illegally rounded the start and end times of meal periods resulting in COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES not being paid for all time worked as well as late and/or shortened meal periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

Based on further information and belief, EMPLOYER did not have a written meal break policy, nor did EMPLOYER have any sort of compliant policy in practice. Liability for the aggrieved employees can be established by evidence that an employer adopted a uniform corporate break policy that failed to give full effect to California law and the applicable Wage Order requirements. The fact that employees may legally waive meal breaks does not affect this result. *Brinker, supra*, 53 Cal.4th 1004.

COMPLAINANT is further informed and believes and thereon alleges that EMPLOYER had actual and/or constructive knowledge that its time-rounding and auto-deduction policies and practices resulted in the denial of meal periods owed to COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California's meal period laws.

Based on information and belief, DEFENDANTS failed to provide NON-EXEMPT AGGRIEVED EMPLOYEES with duty-free, uninterrupted, thirty-minute, second meal periods before the end of the tenth hour of work when working shifts lasting more than ten and/or twelve hours. For example, based on information and belief, at times, COMPLAINANT worked shifts lasting longer than ten (10) hours but was not provided with a second, duty-free, thirty-minute, uninterrupted meal period before the end of the tenth hour of work.

Upon information and belief, EMPLOYER failed to pay COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES, an additional hour of wages at their respective regular rates of compensation for each workday a legally compliant meal period was not provided.

EMPLOYER failed to pay a meal period premium at all for each workday a compliant meal period was not provided and/or failed to pay the lawful meal period premium for failure to incorporate all non-discretionary remuneration into the meal period premium calculation. For example, COMPLAINANT regularly earned non-discretionary bonuses/incentive pay and/or shift differential pay. Based on information and belief, EMPLOYER failed to factor COMPLAINANT's non-discretionary compensation into COMPLAINANT's regular rate of pay for purposes of calculating the owed meal period premium. For example, EMPLOYER's wage statements for COMPLAINANT, at times, list a "penalty" based off a regular rate of pay of \$20.00/hour, failing to incorporate, for example, the \$.50 shift differential pay and/or \$40 non-discretionary bonus pay (a performance-based bonus for meeting attendance quotas) earned during that same pay period, resulting in the miscalculation and underpayment of the premium owed. Based on information and belief, EMPLOYER failed to incorporate all non-discretionary compensation into the regular rate of pay for purposes of paying the owed meal period premiums to NON-EXEMPT AGGRIEVED EMPLOYEES.

The aforementioned conduct results in violations of Labor Code sections 226.7, 512, and 1198-1199, and IWC Wage Order No. 9-2001, section 11(A), (B) and (C) along with all applicable IWC Wage Orders. These violations subject EMPLOYER to civil penalties under Labor Code sections 558.1, 558 and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated.² EMPLOYER's failure to provide valid meal periods, and the automatic deduction for meal periods that were not provided/valid, ultimately results in further violations, such as violation of Labor Code sections 1174, 1199, 226.6, discussed above, and other violations discussed below.

Rest Period Violations: California law requires employers to provide employees a paid, duty-free ten (10) minute rest period for each four (4) hours worked, or major fraction thereof. *See* applicable IWC Wage Order, including but not limited to No. 5-2001, section 12(A). In *Brinker v. Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012), the California Supreme Court held that employees are entitled to a 10-minute paid rest period for shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shift more than 6 hours up to 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at 1029). The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269.

² See Lab. Code section 2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period"); Lab. Code section 558 (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); IWC Wage Order 9-2001, section 20 (establishing that "[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid").

Moreover, under California law rest periods must be a “net” ten minutes in a suitable rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what “net” ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees are entitled to a full ten minutes of rest in the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the “onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to its employees.”).

Employers must pay employees an additional hour of wages at the employee’s regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s)). Lab. Code section 226.7; IWC Wage Order No. 5-2001, section 12(B) (“If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided”).

EMPLOYER did not properly authorize and provide COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES with net ten-minute rest periods at a rate of every four (4) hours worked or major fraction thereof, that insofar as practicable, are provided in the middle of the work period, as required by law.

Rest periods were consistently interrupted, cut short, on duty, restricted to premises, and/or late due to the nature and constraints of NON-EXEMPT AGGRIEVED EMPLOYEES’ job duties, need to complete jobs/complete other work tasks, understaffing, and/or commentary from supervisors pressuring them to skip rest breaks completely and/or take non-compliant rest breaks.

COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES were pressured to complete their work duties according to a designated schedule such that rest breaks were only taken once jobs were completed/as time permitted. For example, based on information and belief, COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES were often pressured to take their rest breaks late and/or cut them short due to pressure to meet shipment/delivery deadlines, lack of relief workers available and/or or the need to complete work tasks requiring immediate attention.

Based on information and belief, EMPLOYER implemented policies and/or practices that failed to relieve NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and EMPLOYER’s control during rest breaks. For example, on information and belief, COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES were required to remain on the worksite premises and/or remained tethered to EMPLOYER’s communication devices during purported rest periods and were thus subjected to EMPLOYER’ control. As such, EMPLOYER failed to provide NON-EXEMPT AGGRIEVED EMPLOYEES with net ten-minute uninterrupted rest periods in compliance with California law.

Based on information and belief, EMPLOYER did not have a lawful policy, instruction, or practice as to the taking, length, timing, or duty-free nature of rest periods. For example, based on information and belief, EMPLOYER failed to authorize and permit rest periods that were a “net” ten minutes in a suitable rest area; instead, to the extent rest periods were provided, EMPLOYER limited COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES to only ten-minute rest periods, requiring them to be back at their workstations within ten minutes of leaving, in violation of California rest period law.

Despite not providing lawful rest periods, EMPLOYER failed to pay COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES with an additional hour of pay at COMPLAINANT’s and other NON-EXEMPT AGGRIEVED EMPLOYEES’ regular rates of compensation for each missed, or otherwise unlawful rest period. Based on information and belief, EMPLOYER failed to pay a rest period premium at all for each workday a lawful rest period was not provided. If and when a rest premium was paid, EMPLOYER failed to pay the proper premium for failure to incorporate all non-discretionary remuneration, including but not limited to, non-discretionary bonus pay, shift differential pay, and/or other non-discretionary compensation into the regular rate for purposes of calculating the owed rest period premium at the correct regular rate of compensation.

The aforementioned conduct results in violations of Labor Code sections 226.7, and 1198-1199, and IWC Wage Order 9-2001, section 12(A). These violations subject EMPLOYER to civil penalties under Labor Code section §§ 558 and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated.³

Minimum Wage Violations: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorneys’ fees, and costs of suit.” *Cal. Lab. Code* § 1194.

Labor Code section 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. The minimum wage standard applies to each hour employees worked for which they were not paid. Therefore, an employer’s failure to pay for any particular hour worked by an employee is unlawful even if averaging an employee’s total pay over all hours worked, paid or

³ See Lab. Code section 2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”); IWC Wage Order 9-2001, section 20 (establishing that “[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid”).

not, results in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324. Furthermore, “in any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon...” *Cal. Lab. Code* § 1194.2.

EMPLOYER failed to compensate COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked by virtue of EMPLOYER’s automatic deductions and time rounding policies, payment according to scheduled hours worked instead of actual time worked, mandated off-the-clock work policies and/or practices and failure to relieve employees of all duties/employer control during unpaid meal periods or otherwise unlawful practices for missed or improper meal periods.

As explained above, NON-EXEMPT AGGRIEVED EMPLOYEES were consistently required to perform off-the-clock work by virtue of EMPLOYER’ automatic-deduction and/or rounding policies and practices for meal periods.

Based on information and belief, EMPLOYER implemented a policy and/or practice of automatically deducting at least thirty minutes per shift for meal periods and/or requiring NON-EXEMPT AGGRIEVED EMPLOYEES to clock out for at least thirty minutes per shift for meal periods, despite having actual and/or constructive knowledge that NON-EXEMPT AGGRIEVED EMPLOYEES were working through part or all these meal periods.

Based on further information and belief, EMPLOYER rounded the start and end times of employee meal periods and shift start and end times resulting in COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES not being paid for all time worked.

Additionally, COMPLAINANT alleges on information and belief that EMPLOYER implemented a time-rounding system that as applied systematically deprived COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES of compensable time because the time-rounding system implemented by EMPLOYER would almost always, if not always, result in understating actual work time. For example, based on information and belief, EMPLOYER implemented a practice of rounding the actual time worked and recorded by COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES to at least the nearest quarter hour, which more often than not, resulted in COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES not being paid for all time worked and thus the underpayment of minimum and overtime wages owed to COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES. EMPLOYER’ failure to pay for all time worked by virtue of its time-rounding practices and only paying for scheduled hours rather than for actual time worked resulted in the underpayment of minimum wages owed to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES as well as unpaid overtime wages for those NON-EXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day and/or forty hours in a week.

Based on information and belief, EMPLOYER had and continues to have a uniform policy and practice of consistently requiring, suffering and or permitting NON-EXEMPT AGGRIEVED EMPLOYEES to work off-the-clock without wages, including but not limited to, before and/or after completing a scheduled shift. For example, EMPLOYER instructed COMPLAINANT that per EMPLOYER's policy, COMPLAINANT could not leave work at the end of his shift until his relief/the next shift worker arrived, but EMPLOYER would not allow COMPLAINANT to remain clocked in for this time spent waiting for his relief to arrive, resulting in at least ten (10) to fifteen minutes of post-shift off-the-clock uncompensated worktime, and the underpayment of minimum and overtime wages owed to COMPLAINANT.

Moreover, based on information and belief, COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES were required to perform additional off-the-clock work for which they were not compensated. For example, based on information and belief, EMPLOYER did not compensate COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES for time spent donning and doffing personal protective equipment, safety equipment and/or uniforms during meal periods, rest periods, before the start of a scheduled shift, and after completing a scheduled shift.

Moreover, based on information and belief, EMPLOYER failed to compensate NON-EXEMPT AGGRIEVED EMPLOYEES for time they were required to spend completing training and certification and/or the onboarding process. Based on information and belief, EMPLOYER required NON-EXEMPT AGGRIEVED EMPLOYEES to review and sign various types of policies and documents, including but not limited to, safety guidelines/safety awareness certifications, employee time-keeping policies, among other documents, but they were not paid for all time spent reviewing and/or completing certification as directed by EMPLOYER. Based on information and belief, EMPLOYER had and continues to have a uniform policy and practice of requiring NON-EXEMPT AGGRIEVED EMPLOYEES to complete mandatory off-the-clock administrative tasks, onboarding, training, certification, and/or other tasks without compensating for all hours worked, resulting in the underpayment of wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on further information and belief, EMPLOYER required NON-EXEMPT AGGRIEVED EMPLOYEES to undergo Covid temperature screenings and/or security screenings prior to clocking in for the start of their shifts and/or prior to clocking back in from meal periods resulting in uncompensated work time, and thus, the underpayment of minimum and overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on further information and belief, EMPLOYER's electronic employee time-keeping system at times malfunctioned such that NON-EXEMPT AGGRIEVED EMPLOYEES were at times required to either reinitiate the system prior to being able to clock in and/or were unable to clock in at all for the start of their shifts and/or clock back in from meal periods, resulting in consistent off-the-clock work and the underpayment of minimum and overtime wages owed to COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES. This time spent

under EMPLOYER's control was not recorded and not compensated and resulted in unpaid minimum and overtime wages.

Based on information and belief, EMPLOYER required NON-EXEMPT AGGRIEVED EMPLOYEES to obtain Covid-related testing outside of their scheduled shift times without compensating them for the time spent completing EMPLOYER' testing requirements.

Based on information and belief, EMPLOYER had actual and/or constructive knowledge that its time-rounding and auto-deduction policies and practices, failure to provide off-duty meal periods, payment according to scheduled hours rather than actual hours worked, and other mandated off-the-clock work described above resulted in the underpayment of minimum wages owed to COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California's minimum wage laws.

These violations subject EMPLOYER, to civil penalties under Labor Code sections 558, 558.1, 1197.1 and the applicable Wage Order, including but not limited to Wage Order 9-2001, section 20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the referenced statutes and Wage Order provisions were violated.⁴

Overtime Violations: California law requires employers to pay overtime equal to one and one-half times the regular hourly rate of pay for each hour worked beyond eight (8) hours per workday and each hour worked beyond forty (40) hours per work week. Lab. Code section 510; IWC Wage Order 9-2001, (and all applicable IWC Wage Orders) section 3. Employers must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day or work in a work week. *Ibid.*

EMPLOYER violated California's overtime laws by, among other things, failing to correctly calculate, or record at all, the total number of hours worked by COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES and not paying proper overtime rates for all overtime worked.

Namely, EMPLOYER's automatic deduction and time rounding policies and practices for meal periods, start shift times and end times, payment according to scheduled hours rather than actual hours worked and other mandated off-the-clock work policies and practices explained above resulted in the failure to account for all hours worked and thus the denial of minimum wages as

⁴ See Lab. Code section 1197.1(a) (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); IWC Wage Order 9-2001, section 20 (establishing that "[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid").

well as overtime wages for NON-EXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day or more than forty hours in a week.

Based on information and belief, EMPLOYER failed to pay twice NON-EXEMPT AGGRIEVED EMPLOYEES' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in violation of California overtime laws.

Based on further information and belief, EMPLOYER also failed to pay the correct overtime and double time rates to NON-EXEMPT AGGRIEVED EMPLOYEES due to EMPLOYER' failure to incorporate all forms of non-discretionary compensation, including but not limited to, shift differential pay and/or non-discretionary bonus/incentive pay and/or other forms of non-discretionary pay, into the regular rate(s) of pay for purposes of calculating the owed overtime rate(s) and the owed double time rate(s) resulting in the underpayment of overtime and double time wages owed. For example, based on information and belief, COMPLAINANT regularly earned non-discretionary bonuses/incentive pay for meeting attendance quotas and/or shift differential pay and/or "acting supervisor" pay and/or other non-discretionary compensation during pay periods in which COMPLAINANT worked overtime, yet EMPLOYER failed to incorporate all non-discretionary compensation into the regular pay rate(s) used to calculate the owed overtime rate, resulting in the miscalculation of the owed overtime rate(s) of pay and the underpayment of overtime wages owed to COMPLAINANT. Based on information and belief, EMPLOYER also failed to incorporate all non-discretionary compensation into the regular rate(s) of pay for purposes of calculating and paying overtime and double time wages to other NON-EXEMPT AGGRIEVED EMPLOYEES.

EMPLOYER's automatic deduction and rounding policies and practices as well as mandated off-the-clock work described herein resulted in a failure to account for all hours worked and deprived COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES of all owed overtime wages, including, but not limited to, double time wages.

This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1, 1198-1199, and IWC Wage Order 9-2001 (and all applicable IWC Wage Orders), section 12(A). These violations subject EMPLOYER to civil penalties under Labor Code sections 558, 558.1, 218.5, and 2699, and the applicable Wage Order, including but not limited to Wage Order 9-2001, section 20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each aggrieved employee, for each pay period during which the referenced statutes and Wage Order provisions were violated.⁵

⁵ See Lab. Code section 2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period"); Lab. Code section 558 (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); IWC Wage Order, section 20 (establishing that "[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid").

Violation of California Labor Code Sections 245-248.5: Based on information and belief, EMPLOYER failed to provide proper paid sick leave to COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES. EMPLOYER either failed to provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate of pay owed to COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/ automatic deduction policies and practices for meal periods and shift start and end times/ or other required off-the-clock work described herein) and by failing to incorporate all non-discretionary remuneration, including but not limited to, non-discretionary bonuses/incentive pay, shift differential pay and/or other non-discretionary compensation into the sick leave pay rate calculation.

EMPLOYER further failed to provide notice of the correct sick leave amount balance available to COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES on their wage statements or other written statement.

EMPLOYER further failed to put them on notice of their paid sick leave rights—or thereby putting their entitlement to sick leave in a Labor Code section 2810.5 notice.

In addition, based on information and belief, EMPLOYER failed to maintain accurate records of used sick leave and the balance of paid sick leave left to NON-EXEMPT AGGRIEVED EMPLOYEES throughout the relevant time period.

Throughout the relevant time period, based on information and belief, EMPLOYER failed to provide notice of sick leave amount balance left for COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES, and thus affected their intelligent exercise of their paid sick leave.

But for this failure, COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES would have used their paid sick leave at least prior to their respective separation, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation.

This illegal retention of paid sick leave is unlawful, and COMPLAINANT seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES.

In violation of Labor Code section 247.5, EMPLOYER failed to maintain records documenting the hours worked and paid sick days accrued and used by COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES, permitting the presumption that COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES were entitled to the maximum number of hours accruable under this article.

Upon information and belief, EMPLOYER further failed and continues to fail to comply with Labor Code section 246, by failing to provide COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES with a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages.

EMPLOYER also unlawfully retained and continues to retain paid sick leave that should have been paid and was not because of EMPLOYER's failure to properly institute a paid sick leave program.

On information and belief, COMPLAINANT alleges that all of these practices were experienced and continue to be experienced by NON-EXEMPT AGGRIEVED EMPLOYEES.

COMPLAINANT requests all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to EMPLOYER's sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. COMPLAINANT requests all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code sections 233 and 234, which incorporates the paid sick leave requirements.

Failure To Provide Supplemental Paid Sick Leave: Labor Code section 248.2 provides that all employers with 26 or more employees are required to provide up to 80 hours for covered employees to take 2021 COVID-19 Supplemental Paid Sick Leave to care for themselves, to care for a family member or if it is vaccine-related. Based on information and belief, EMPLOYER violated Labor Code section 248.2 by not providing NON-EXEMPT AGGRIEVED EMPLOYEES with required 2021 COVID-19 Supplemental Paid Sick Leave.

Refusal to Make Payment: Labor Code section 216 declares unlawful an employer's refusal to pay wages due and payable and/or denial of the validity of any claim to wages due.

EMPLOYER violated and continues to violate Labor Code section 216 by failing to pay COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked at the proper wage rate and by failing to pay COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES an additional hour of pay for each meal or rest period not provided or that was invalid. *Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155.

These violations subject EMPLOYER to civil penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for each aggrieved employee, for each pay period during which the statute provisions were violated.⁶

Wage Statement Violations: California law requires every employer semi-monthly or at the time of each payment of wages to furnish each of his or her employees with an accurate itemized wage statement in writing that contains the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Cal. Lab. Code. section 226.

As EMPLOYER failed to provide COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES with lawful meal and rest periods and premium wages, the wage statements EMPLOYER issued to COMPLAINANT and non-exempt AGGRIEVED EMPLOYEES fail to correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b) the total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net wages earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9).

EMPLOYER's wage statements that it provided to COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES failed to among other things, indicate earned gross and net wages earned during the pay period, the correct applicable rates of pay for all hours worked, and the "total hours worked" by the COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES (by virtue of the automatic deduction for meal periods, time-rounding policies and practices and other off-the-clock work policies and practices, including but not limited to, whenever working a shift in which the employee earned a shift differential) all described in greater detail *supra*) which results in a violation of Labor Code section 226(a). Failure to list all hours worked on a wage statement, gives rise to an inference of injury under Labor Code Section 226 (*Maldonado v Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

Employer's failure to accurately list all hours worked and all applicable hourly rates in effect during the pay period on all wage statements caused confusion to COMPLAINANT and caused and continues to cause confusion to the NON-EXEMPT AGGRIEVED EMPLOYEES over whether they received all wages owed to them. COMPLAINANT and NON-EXEMPT

⁶ Labor Code section 225.5 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee") (emphasis added).

AGGRIEVED EMPLOYEES were injured by EMPLOYER's failure to provide accurate wage statements.

Because of the violations detailed above, including but not limited to, not paying regular and overtime wages for all hours worked and failing to provide meal and rest break premiums, EMPLOYER violated California Labor Code section 226 by willfully failing to furnish COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES with accurate, itemized wage statements.

Moreover, on information and belief, the wage statements provided COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES fail to display the inclusive dates of the period for which the employee is paid, in violation of Labor Code section 226(a)(8). For example, at times, DEFENDANTS' wage statements provided to COMPLAINANT, list a category for "retroactive pay" without including the inclusive dates of the accurate pay period for that "retroactive pay". As a result, the wage statements provided to COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES were not accurate and do not include all of the statutorily required information, such as, but not limited to, the total hours worked. Accordingly, DEFENDANTS violated Labor Code section 226.

Separately, based on information and belief, EMPLOYER issued wage statements to COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES, that failed to list the correct name and/or address of the legal entity that is the employer, in violation of Labor Code section 226(a)(8). As a result, the wage statements provided to COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES were not accurate and did not include all of the statutorily required information, including but not limited to the name and address of the legal entity that is the employer.

These violations subject EMPLOYER to civil penalties under Labor Code section 226. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE and EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute provisions were violated.⁷

Semimonthly Payment Violations: Labor Code section 204 requires that all earned wages must be paid to employees twice during each calendar month. EMPLOYER violated this section by failing to pay NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked and by failing to pay proper premium wage rates for all hours worked. These violations subject EMPLOYER to civil penalties under Labor Code section 210. Each violation results in a separate civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the statute provisions were violated.

⁷ See Lab. Code section 226.3 (establishing that the civil penalty is "per employee per violation").

Standard Conditions of Labor Violations: Together, Labor Code sections 1198 and 1199 make unlawful any employment of any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including sections 1174, 1197, and 1198, or order or ruling of the commission.

Therefore, EMPLOYER's violations with respect to, including but not limited to, meal periods, rest periods, recordkeeping provisions, unreimbursed business expenses, minimum wages and overtime wages result in separate violations of sections 1198 and 1199, which subject EMPLOYER to civil penalties under Labor Code sections 1197.1 and 2699.

Unlawful Deductions: Labor Code section 221 prohibits an employer from "collect[ing] or receiv[ing] from an employee any part of wages theretofore paid by said employer to said employee." Based on information and belief EMPLOYER made unlawful deductions from NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES paychecks during the relevant period, including but not limited to deducting costs advanced by EMPLOYER from NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES' final paychecks and/or deductions for purported overpayments from prior pay periods and/or deductions for negligently broken/damaged company property. Such a practice is in violation of including but not limited to, Labor Code Sections 221-222 which subjects EMPLOYER to civil penalties under Labor Code Section 2699.

Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE and EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute provisions were violated. See Lab. Code §225.5 (establishing that "[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee").

Statutory Wage Violations: California Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

As described above, EMPLOYER willfully and systematically denied COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES minimum wage and overtime compensation which resulted in the payment of less than statutorily required wages to them. EMPLOYER acted with the intent to deprive them of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled to under California law.

Thus, EMPLOYER paid COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES lower wages than those they were entitled to while purporting that COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES were properly paid. COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES are entitled to recover penalties, attorney's fees, costs, and interest thereon, pursuant to Labor Code section 2699(f)-(g).

Failure to Pay Vested Vacation/Paid Time Off:

California Labor Code section 227.3 provides that when an employer policy provides for paid vacations and/or paid time off, and an employee is terminated without having taken off his, her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the employee's final rate in accordance with such contract of employment or employer policy respecting eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time off upon termination.

Based on information and belief, EMPLOYER had and continues to have a uniform policy and practice of failing to allow NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to use their earned vacation/paid time off during their employment and/or failing to pay all vested, accrued paid time off to NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES upon separation of employment, in violation of California law, including but not limited to, Labor Code section 227.3.

Final Pay Violations: Labor Code section 201 requires employers to pay all wages earned and unpaid at the time of discharge, immediately upon discharge. California Labor Code section 201(a) provides, in relevant part, that "[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately." California Labor Code section 202(a) provides, in relevant part, that "[i]f an employee not having a written contract for a definite period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting." Pursuant to Labor Code section 203, an employer that willfully fails to pay wages due an employee who is terminated or resigns must pay (in addition to the unpaid wages) a penalty equal to the employee's daily wages for each day, not exceeding 30 days, that the wages are unpaid. This 30-day waiting time penalty is recoverable under the PAGA via Labor Code Section 256. See, *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348 (2014); see also, *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal. App. 4th 365 (2005).

Based on information and belief, EMPLOYER failed to timely pay NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES all wages that were due and owing upon termination or resignation. Based on information and belief, EMPLOYER provides final wages to NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES on the regular pay day without regard to the timing requirements of Labor Code sections 201-202.

Upon separation of employment, NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' final paychecks were not timely provided and/or were not timely provided with all owed vacation pay. Moreover, NON-EXEMPT AGGRIEVED EMPLOYEES' final paychecks, once provided, did not include all wages owed as they were devoid of, including but not limited to, all owed minimum wages, overtime wages, premium wages, vacation pay, and all owed sick leave and/or paid time off wages at the properly accrued rates.

These violations subject EMPLOYER to civil penalties under Labor Code sections 203, 210, and/or 256. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE and each EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the statute provisions were violated.⁸

Business Expense Violations: California law requires employers to indemnify their employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of their duties or of their obedience to the directions of the employer. *See* Cal. Lab. Code § 2802(a) and all applicable Wage Orders, § 9 (b). Furthermore, “for purposes of [section 2802], the term ‘necessary expenditure or losses’ shall include all reasonable costs, including, but not limited to, attorneys’ fees incurred by the employee enforcing the rights granted by this section.”

Among other things, under California law, when tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft. *See* applicable IWC Wage Order, § 9 (b).

Among other things, under California law, when employees must use their personal cellphones for work-related purposes, the employer must reimburse them for a reasonable percentage of their cell phone bills. *See Cochran v. Schwan’s Home Services, Inc.* (2014) 228 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was required to use their personal cellphone for work-related purposes and not reimbursed for the use. *Id.* 1144-1145. California law also requires employers to reimburse employees for automobile expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear and tear on the vehicle. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554. Further, “any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled to under the laws of this State.” *See* Cal. Lab. Code § 2804.

Based on information and belief, COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were improperly required to provide and maintain work tools that are supposed to be the responsibility of EMPLOYER.

On information and belief, at all relevant times hereto, EMPLOYER shifted its costs of doing business onto COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES by requiring them to pay for its business expenses, including but not limited to, use of COMPLAINANT’s and NON-EXEMPT AGGRIEVED EMPLOYEES’ and EXEMPT AGGRIEVED EMPLOYEES’ personal mobile phones/devices, data plan usage and/or costs associated with the purchase and/or maintenance of work

⁸ (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, 1197.5, shall be subject to a civil penalty...for each failure to pay each employee”).

uniforms/clothing and/or protective gear, such as but not limited to, masks and/or gloves. For example, based on information and belief, at times, COMPLAINANT received work-related calls and/or messages to his personal cell phone from managers and/or supervisors regarding scheduling and/or other work tasks. COMPLAINANT was not reimbursed for these business expenses. Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES also were required to use and did use personal devices to perform work duties without receiving any reimbursement and/or full reimbursement for the expenses incurred in connection therewith.

As a pattern and practice, EMPLOYER regularly failed to reimburse and indemnify COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES for business expenses. Pursuant to California Labor Code section 2802, COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were entitled to be reimbursed for all reasonable expenses associated with carrying out orders by their EMPLOYER and/or carrying out the duties assigned by EMPLOYER.

EMPLOYER's failure to provide COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES with full reimbursement for all reasonable expenses associated with carrying out their duties required that COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES subsidize and/or carry the burden of business expenses in violation of Labor Code section 2802.

Unlawful Agreements/ Unlawful Criminal and Financial Background Checks:

Unlawful Financial and Criminal Background Checks:

The California Labor Code places certain procedural and substantive limits on employers' ability to conduct employee background checks and on how employers can use the information they obtain through those background checks. Labor Code section 1024.5 states that employers, except for financial institutions, may order a credit check only if the individual works (or is applying to work) in certain positions (e.g., managerial positions, financially-related positions, and certain government positions). Additionally, the Investigative Consumer Reporting Agencies Act (ICRAA- CA Civil Code section 1786, et seq.) and the Fair Credit Reporting Act (FCRA - 15 U.S.C. section 1681, et seq.) mandate several requirements prior to and following an employee background check, including but not limited to identifying an appropriate reason for the background check, a separate consent form with required disclosures and certain formatting requirements, additional forms such as a summary of rights, a way by which to request a copy of the report, as well as proper notice of adverse actions taken, among other statutory requirements.

Based on information and belief, EMPLOYER ordered unlawful financial credit checks on NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES, in violation of Labor Code section 1024.5, and required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to provide ongoing written consent to the unlawful credit

checks as a condition of employment, in violation of California and Federal law, which results in a further violation of Labor Code section 432.5.

Based on information and belief, EMPLOYER required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to submit and/or agree to submit in writing to unlawful criminal background checks as a condition of obtaining and/or holding employment in violation of the ICRAA and the FCRA.

Based on information and belief, EMPLOYER required COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to a background check which failed to abide by the requirements set forth in CA Civil Code section 1786, *et seq.* and 15 U.S.C. section 1681, *et seq.*, including but not limited to by failing to provide a clear and conspicuous disclosure, failing to provide disclosures free of extraneous information, failing to provide a lawful purpose for the background check, failing to provide a summary of rights under the ICRAA and/or the FCRA, failing to provide a way by which the individual could request a copy of the report, and failing to properly obtain authorization or consent to such a background check, and thus was an unlawful background check.

By requiring NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to unlawful criminal and/or financial checks not in conformance with the applicable laws, EMPLOYER also violated Labor Code section 432.5.

Based on further information and belief, EMPLOYER also required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to provide ongoing consent to EMPLOYER to conduct background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by requiring applicants and employees to agree to an unlawful provision as a condition of employment.

Based on further information and belief, EMPLOYER knew that requiring NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree to these unlawful criminal and/or financial background checks as a condition of obtaining and/or holding employment was unlawful.

By having NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES sign off on the illegal background and financial checks, EMPLOYER also violated Labor Code section 432.5 (stating that “no employer...shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer...to be prohibited by law.”).

Unlawful Inquires into Criminal History

Labor Code section 432.7 prohibits an employer from asking applicants about past arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on information and belief, EMPLOYER asked NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT

AGGRIEVED EMPLOYEES about arrests not resulting in convictions on its employment application, in violation of California law.

Upon information and belief, EMPLOYER, in violation of California law, including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act (“FEHA”), asked NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES about convictions prior to extending an offer of employment and/or otherwise impermissibly inquired into criminal history on its employment application in violation of California law.

By asking about arrests not resulting in convictions, EMPLOYER violated Labor Code 432.7. By asking about convictions at the application phase or prior to extending an employment offer, EMPLOYER violated California’s Fair Chance Act, and thereby violated Labor Code 432.5 by unlawfully requiring NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to disclose arrests and/or convictions as a condition of employment.

As such, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES continue to be subject to various unlawful provisions as a condition of employment.

Conclusion

EMPLOYER has violated the above-referenced California Labor Code provisions, and the applicable Wage Order, as well as other laws, and is liable for all applicable premium wages, statutory and civil penalties, interest, attorneys’ fees, and costs. The civil penalties COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES seek to recover include, but are not limited to, the statutory and civil penalties specified above.

Labor Code section 2699.3 requires that a claimant send a certified letter (i.e. this NOTICE) to the employer in question and file an online claim to the LWDA setting forth the claims and the basis for the claims, thereby giving the LWDA an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this NOTICE is to satisfy the requirement created by Labor Code sections 2699, 2699.3(a), 2699.3(c), and 2699.5, prior to seeking penalties and premium wages allowed by law for the aforementioned statutory violations in a civil action. We look forward to determining whether the LWDA intends to take any action in reference to these claims. We kindly ask that you respond to this NOTICE according to the time frame contemplated by the code.

If the LWDA elects not to take any action with respect to any of the foregoing claims, COMPLAINANT will seek these penalties in a civil action, on behalf of COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES of EMPLOYER within one year of the date of this letter as allowed by law.

Please advise if your office intends to investigate any of the factual and legal allegations and provide notice within sixty-five days of this NOTICE to our office and to that of other charged parties. Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Zachary Crosner
Crosner Legal, PC
9440 Santa Monica Blvd., Ste. 301
Beverly Hills, CA 90210
Main: 310.496.5818
Fax: 310.510.6429
Email: zach@crosnerlegal.com

Thank you for your attention to this matter.

Best Regards,

A handwritten signature in black ink that reads "Zachary M. Crosner". The signature is written in a cursive, flowing style.

Zachary M. Crosner, Esq.
CROSNER LEGAL, PC



Ashley Gutierrez <agutierrez@crosnerlegal.com>

Thank you for submission of your PAGA Case.

1 message

LWDA DO NOT REPLY <lwdadonotreply@dir.ca.gov>
To: "zach@crosnerlegal.com" <zach@crosnerlegal.com>

Tue, Jun 14, 2022 at 2:59 PM

6/14/2022

LWDA Case No. LWDA-CM-889224-22
Law Firm : Crosner Legal PC
Plaintiff Name : Christian Solis
Employer: Worldwide Flight Services, Inc.
Filing Fee : \$75.00
IFP Claimed : No

Item submitted: Initial PAGA Notice

Thank you for your submission to the Labor and Workforce Development Agency. Please make a note of the LWDA Case No. above as you may need this number for future reference when filing any subsequent documents for this Case.

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

Exhibit 4b



Los Angeles Office
9440 Santa Monica Blvd.
Beverly Hills, CA 90210

Kiara Bramasco, Esq.
kiara@crosnerlegal.com
direct: (424) 335-5236
office: (866) 276-7637
fax: (310) 510-6429

May 10, 2024

VIA ONLINE FILING ONLY:

PAGAFilings@dir.ca.gov
California Labor & Workforce
Development Agency
ATTN: PAGA Administrator
455 Golden Gate Avenue, 9th Floor
San Francisco, CA 94102

VIA U.S. CERTIFIED MAIL:

C T Corporation System
Agent for Service of Process for:
Worldwide Flight Services, Inc.
Attn: CA Registered Agent Authorized Employees:
Amanda Garcia, Gabriela Sanchez, Daisy Montenegro,
Beatrice Casarez-Barrientez, Jessie Gastelum, John
Montijo, Diana Ruiz, Sarai Marin, Emanuel Jacobo,
Gladys Aguilera, Vivian Imperial, Carlos Paz, Alberto
Damonte, Peter Cayetano, Elsa Montanez, Xenia Perez,
Yesenia Carpenter, and Jaqueline Mejia
330 N Brand Blvd #700
Glendale, CA 91203

Worldwide Flight Services, Inc.
John F. Kennedy Airport
151 East Hangar
Jamaica, NY 11430

AMENDED NOTICE OF PRIVATE ATTORNEYS GENERAL ACT CLAIM

To: California Labor and Workforce Development Agency; Worldwide Flight
Services, Inc.
Date: May 10, 2024
Subject: *Christian Solis, et al. v. Worldwide Flight Services, Inc.*

Introduction

This office represents COMPLAINANTS, Christian Solis (“COMPLAINANT SOLIS”), Akila Davenport (“COMPLAINANT DAVENPORT”) and Pearl Palacios (“COMPLAINANT PALACIOS”) (hereinafter “COMPLAINANTS”) in connection with COMPLAINANTS’ claims under the California Labor Code. COMPLAINANTS were, at all relevant times herein mentioned, employees of the following entity and individual managing agents of said entities: Worldwide Flight Services, Inc. (hereinafter, this entity and its managing agents are referred to collectively as “EMPLOYER”). EMPLOYER may be contacted directly at the addresses listed above.

Pursuant to California Labor Code sections 2699.3 and 2699.5, COMPLAINANTS, on behalf of COMPLAINANTS, and on behalf of all current and former non-exempt employees employed by EMPLOYER within one year of the date of COMPLAINANTS’ original notice (“NON-EXEMPT AGGRIEVED EMPLOYEES”) filed with the LWDA on June 14, 2022 and assigned LWDA case number LWDA-CM-889224-22, and on behalf of all current and former exempt employees employed by EMPLOYER within one year of the date of COMPLAINANTS’ original notice filed with the LWDA on June 14, 2022 (“EXEMPT AGGRIEVED EMPLOYEES”), hereby gives written notice (“AMENDED NOTICE”) of COMPLAINANTS’ claims against EMPLOYER. This AMENDED NOTICE is being provided via online filing to the California Labor and Workforce Development Agency (“LWDA”) and EMPLOYER via certified mail to its Agent(s) for Service of Process as provided to the California Secretary of State. The purpose of this AMENDED NOTICE is to add COMPLAINANT DAVENPORT’s and COMPLAINANT PALACIOS’ claims for EMPLOYER’s violations of the California Labor Code.

This AMENDED NOTICE also serves to demonstrate COMPLAINANTS’ reasonable attempt at settlement with EMPLOYER. If EMPLOYER is interested in settling this matter before a lawsuit is filed, EMPLOYER may contact Crosner Legal, P.C. at the address listed at the close of this AMENDED NOTICE. This settlement attempt is in compliance with relevant California law. *Graham v. Daimler Chrysler Corp.* (2004) 24 Cal.4th 553, 561.

This AMENDED NOTICE is sent in compliance with the reporting requirements of California Labor Code sections 2699, 2699.3 and 2699.5. This AMENDED NOTICE further reserves any and all rights by COMPLAINANTS to amend this notice to include, amend, or add further charges upon discovery of new violations of any of the provisions of the California Labor Code. In addition, to the extent that entities and/or other individuals are named and charged with violations of the Labor Code—making them liable on an individual basis as permitted by numerous Labor Code sections including, but not limited to sections 558.1 and 1197.1—COMPLAINANTS reserve any and all rights to add, substitute, or change the name of employer entities and/or individuals responsible for the violations at issue. Any further amendments and changes to this notice shall relate back to the date of this COMPLAINANTS’ original notice filed on June 14, 2022. Consequently, EMPLOYER is on notice that COMPLAINANTS continue its investigation, with the full intent to amend and/or change this notice, to add any undiscovered violations of *any* of the provisions of the California Labor Code—to the extent that are applicable to this case—and to change and/or add the identities of any entities and/or individuals responsible for the violations

contained herein. For violations that are curable under § 2699.3(c) and that EMPLOYER intends to cure within the statutory time period set forth in §§ 2699 and 2699.3(c), the EMPLOYER shall provide notice including a description of actions taken to cure. If the alleged violation is not cured within the statutory time period, COMPLAINANTS will commence a civil action pursuant to section 2699. For all other violations that are not curable, an action pursuant to 2699(a) and 2699(f) will commence after the requirements under 2699.3 are fulfilled.

Based on the following summary of the facts and theories upon which COMPLAINANTS will base COMPLAINANTS' claims, COMPLAINANTS request that the LWDA regard this AMENDED NOTICE as written notice of COMPLAINANTS' intent to seek civil penalties against EMPLOYER. The specific provisions of California law that EMPLOYER has violated, requiring this AMENDED NOTICE, include but are not limited to: California Labor Code sections 201-203, 204, 210, 216, 221-223, 226, 226.7, 227.3, 245-248.5, 432, 432.7, 510, 512, 558, 558.1, 1024.5, 1174, 1194, 1197, 1197.1, 1198, 1198.3, 1198.5, 1199, 2802, 2810.5 and all applicable Wage Orders.

**The Named Entities Are Joint Employers of COMPLAINANT and NON-EXEMPT
AGGRIEVED EMPLOYEES AND EXEMPT AGGRIEVED EMPLOYEES**

California courts have recognized that the definition of “employer” for purposes of enforcement of the California Labor Code goes beyond the concept of traditional employment to reach irregular working arrangements for the purpose of preventing evasion and subterfuge of California’s labor laws. *Martinez v. Combs* (2010) 49 Cal.4th 35, 65. As such, anyone who directly or indirectly, or through an agent or any other person, engages, suffers, or permits any person to work or exercises control over the wages, hours, or working conditions of any person, may be liable for violations of the California Labor Code as to that person.

COMPLAINANTS are informed and believe and thereon allege that at all relevant times EMPLOYER and unknown entities operated as a single integrated enterprise with common ownership and centralized human resources as set forth herein. Under California law, in determining whether two defendant entities are liable as an integrated enterprise, courts consider four factors: (1) centralized control of labor relations; (2) interrelation of operations; (3) common management; and (4) common ownership or financial control. *Laird v. Capital Cities/Abc, Inc.* (1998) 68 Cal.App.4th 727, 737 (overruled on other grounds, *Reid v. Google, Inc.* (2010) 50 Cal. 4th 512 (2010).)

COMPLAINANTS are informed and believe and hereon assert that EMPLOYER and unknown entities must be classified as joint employers of COMPLAINANTS for purposes of liability for civil penalties under PAGA, as the aforementioned entities engaged, suffered and permitted COMPLAINANTS to perform services from which they benefited, and furthermore that the aforementioned entities had the right to exercise control over the wages, hours and/or working conditions of COMPLAINANTS at all relevant times herein, so as to be considered the joint employers of COMPLAINANTS and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES.

Individual Liability Under Labor Code Section 558.1

Labor Code section 558.1 permits joint and several liability as to both an individual and employer for violations of Labor Code sections 203, 226, 226.7, 1194, and 2802. EMPLOYER, at all relevant times, was an employer or person acting on behalf of an employer(s) who violated COMPLAINANTS and other NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' rights by violating various sections of the California Labor Code. The California Legislature defines "other person acting on behalf of an employer" as "*a natural person* who is an owner, director, officer, or managing agent of the employer." The "managing agent" definition mirrors that found in California's punitive damages statute (subdivision (b) of section 3294 of the Civil Code). Under that statute and supporting case law, "managing agents" are all employees who exercise substantial independent authority and judgment in their corporate decision-making such that their decisions ultimately determine corporate policy. *White v. Ultramar, Inc.* (1999) 21 Cal. 4th 563, 566-67. For the reasons set forth above and others, at all relevant times, the above-listed individuals meet the criteria of managing agents under California law, and therefore, may be held liable under California Labor Code sections 558 and 558.1 for violations of Labor Code sections 203, 226, 226.7, 1194 and 2802 as further described in detail below.

COMPLAINANTS intend to further name any unknown individuals responsible for violations arising under Labor Code sections 558 and 558.1 after further discovery. COMPLAINANTS will ask the Court to relate the amendment of the PAGA charge and the operative complaint to the date of filing of these charges. COMPLAINANTS ask and demand that EMPLOYER put these individuals on notice immediately to provide them as much notice possible to mount in defense. In the alternative, COMPLAINANTS also offer to EMPLOYER to place those individuals on notice if EMPLOYER voluntarily provides their contact information.

General Information

EMPLOYER owns, operates, and / or otherwise manages a company that provides ground handling and air cargo support services to major airlines and airports. While EMPLOYER may operate a successful business/have a noble mission, EMPLOYER does not comply with California labor law.

COMPLAINANT SOLIS was employed by EMPLOYER as a full-time, non-exempt employee during the relevant period, until the termination of his employment, on or about November 10, 2021. COMPLAINANT SOLIS worked for EMPLOYER as a Cargo Planner and or other similar title(s) during the relevant period. EMPLOYER assigned COMPLAINANT SOLIS to work at its warehouse facility located at the Los Angeles International Airport (LAX) in Los Angeles, California. COMPLAINANT SOLIS typically worked shifts lasting at least eight (8) hours per day and typically worked at least five (5) days per week. EMPLOYER paid COMPLAINANT SOLIS an hourly rate for time counted by EMPLOYER as hours worked. Based on information and belief, COMPLAINANT SOLIS and other NON-EXEMPT AGGRIEVED EMPLOYEES

were also compensated with non-discretionary remuneration, such as but not limited to, non-discretionary bonuses/incentive pay (e.g., bonuses/incentive pay earned for meeting attendance quotas) and/or shift differential pay and/or “acting supervisor” pay and/or other non-discretionary remuneration.

COMPLAINANT DAVENPORT was employed by EMPLOYER as a full-time, non-exempt employee during the relevant period, until the separation of her employment, on or around October 26, 2023. COMPLAINANT PALACIOS worked for EMPLOYER as a cargo agent and/or similar title(s) and/or job position(s). EMPLOYER assigned COMPLAINANT DAVENPORT to work at its location(s) and/or facilities located at LAX. COMPLAINANT DAVENPORT regularly worked at least five (5) to eight (8) hours per day, at least five (5) days per week, at times working more than eight (8) hours in a day and/or more than forty (40) hours in a week. EMPLOYER paid COMPLAINANT DAVENPORT an hourly rate for time counted by EMPLOYER as hours worked.

COMPLAINANT PALACIOS was employed by EMPLOYER as a full-time, non-exempt employee during the relevant period, until the separation of her employment, on or around January 15, 2024. COMPLAINANT PALACIOS worked for EMPLOYER as a ramp agent and/or similar title(s) and/or job position(s) during the relevant period. EMPLOYER assigned COMPLAINANT PALACIOS to work at EMPLOYER’s location(s) and/or facilities located in LAX. COMPLAINANT worked at least approximately four (4) to five and one-half (5 /12) hours per day, at least five (5) to six (6) days per week.

Among other things, EMPLOYER (1) failed and continues to fail to timely produce complete payroll and personnel records when requested by NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES; (2) failed and continues to fail to keep accurate and complete time records for COMPLAINANTS and NON-EXEMPT AGGRIEVED EMPLOYEES; (3) failed and continues to fail to pay COMPLAINANTS and NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked; (4) failed and continues to fail to pay COMPLAINANTS and NON-EXEMPT AGGRIEVED EMPLOYEES at least minimum wage for all hours worked and overtime/regular rates for corresponding work; (5) failed and continues to fail to pay proper overtime wages for failure to incorporate all non-discretionary compensation into the overtime premium pay calculations; (6) failed and continues to fail to provide COMPLAINANTS and NON-EXEMPT AGGRIEVED EMPLOYEES with proper meal and/or rest breaks, and/or compensate COMPLAINANTS and NON-EXEMPT AGGRIEVED EMPLOYEES an additional hour of premium pay at the regular rate of compensation for missed/improper meal and/or rest periods; (7) refused and continues to refuse to make and/or falsely denied the amount of payments due to COMPLAINANTS and NON-EXEMPT AGGRIEVED EMPLOYEES, including but not limited to, owed sick pay; (8) failed and continues to fail to place COMPLAINANTS and NON-EXEMPT AGGRIEVED EMPLOYEES on proper notice of their workplace rights, including but not limited to owed sick pay; (9) failed and continues to fail to provide legally compliant wage statements to COMPLAINANTS and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES; (10) made unlawful deductions from COMPLAINANTS’ and other NON-EXEMPT AGGRIEVED EMPLOYEES’

and EXEMPT AGGRIEVED EMPLOYEES' paychecks; (11) failed and continues to fail to timely pay wages to COMPLAINANTS and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES during employment and/or upon separation of employment; (12) failed and continues to fail to reimburse COMPLAINANTS and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES for business expenses incurred on behalf of EMPLOYER; (13) conducted and continues to conduct illegal criminal and/or financial background checks as a condition of COMPLAINANTS', NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' hire and continued employment; (14) required and continues to require COMPLAINANTS and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to disclose arrests not resulting in convictions and/or to disclose convictions prior to extending an offer of employment and/or otherwise impermissibly inquired and continues to inquire into COMPLAINANTS', NON-EXEMPT AGGRIEVED EMPLOYEES', and/or EXEMPT AGGRIEVED EMPLOYEES' criminal history on their employment applications and sign off on same as a condition of employment; and (15) required and continues to require COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to a term or condition that violates the law as a condition of employment. Further descriptions of the above-mentioned violations and others are explained below.

Labor Code Violations

Violations of Labor Code Sections 226(b)-(c), 1198.5, and 432:

Time and Pay Records

Labor Code section 226 and Wage Order 9-2001 (and all applicable IWC Wage Orders), section 7 require that employers keep the following information on file for each employee for a minimum of three years: The employee's dates of employment; the employee's hourly rates and the corresponding number of hours worked by the employee at each hourly rate, when the employee begins and ends each work period (including meal periods) and split intervals; total hours worked by the employee; all deductions; gross wages earned; and net wages earned.

Section (b) of Labor Code section 226 further requires employers to "afford current and former employees the right to inspect or receive a copy of records pertaining to their employment upon reasonable request to the employer." Section (c) of Labor Code section 226 provides that, "an employer who receives a written or oral request to inspect or receive a copy of records pursuant to subdivision (b) pertaining to a current or former employee shall comply with the request as soon as practicable, but no later than 21 calendar days from the date of the request. A violation of this subdivision is an infraction." An employer's failure to comply within this timeframe entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty from the employer. Lab. Code section 226(f).

Personnel Records

In addition to their right to time and pay records, employees, and their representatives, have the right to inspect and receive a copy of their personnel files pursuant to Labor Code section 1198.5.

This statute applies to both former and current employees. Labor Code section 432 further specifies that employers must furnish copies of all employment records bearing the employee's signature.

Labor Code section 1198.5 also requires that the file be made available for inspection or receipt within a "reasonable" amount of time, but "not later than 30 calendar days from the date the employer receives a written request." An employer's failure to comply within this timeframe likewise entitles a current or former employee to recover a seven hundred fifty-dollar (\$750) penalty from the employer. Lab. Code section 1198.5(k).

Based on information and belief, EMPLOYER fails to produce or make available a current or former employee's personnel records and/or payroll records when requested pursuant to Labor Code sections 226, 1198.5, 432, and/or the applicable Wage Order. For example, COMPLAINANT, through his counsel, mailed a request for payroll and personnel records to EMPLOYER. Yet, based on information and belief, EMPLOYER failed to produce complete records or failed to produce records within the time periods delineated by California labor law. Based on information and belief, EMPLOYER failed and continues to fail to timely produce complete payroll and personnel records when requested by other NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES.

These violations subject employer to penalties under Labor Code sections 226, 1198.5, and 2699. Each violation of each Labor Code section and Wage Order provision, for each NON-EXEMPT AGGRIEVED EMPLOYEE and each EXEMPT AGGRIEVED EMPLOYEE, results in a separate civil penalty.

Recordkeeping Requirement Violations: California Labor Code section 1174 requires employers to keep "accurate and complete" payroll records showing, among other things, the hours worked daily by COMPLAINANTS and NON-EXEMPT AGGRIEVED EMPLOYEES. The applicable IWC Wage Order, including but not limited to Wage Order 9-2001, section 7 similarly requires employers to keep time records reflecting the times during which all owed meal periods were provided each day.

At all relevant times, EMPLOYER failed, and continues to fail, to keep accurate and complete payroll records as required by law, including but not limited to the following records: total daily hours worked, applicable rates of pay, time records showing when COMPLAINANTS and other NON-EXEMPT AGGRIEVED EMPLOYEES began and ended each work period, time records of meal periods, and accurate itemized wage statements.

EMPLOYER failed and continues to fail to keep accurate and complete records showing total hours worked by COMPLAINANTS and NON-EXEMPT AGGRIEVED EMPLOYEES by virtue of EMPLOYER's time rounding, payment according to scheduled hours rather than actual hours worked, automatic meal break deductions, and practices, and/or other off-the-clock work policies and practices described below.

EMPLOYER further failed and continues to fail to keep accurate and complete records showing total hours worked by virtue of EMPLOYER's failure to relieve COMPLAINANTS and NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and EMPLOYER's control for unpaid meal periods, resulting in unpaid hours worked.

EMPLOYER further failed and continues to fail, to record the true start and end times of COMPLAINANTS and NON-EXEMPT AGGRIEVED EMPLOYEES' work shifts.

EMPLOYER further failed and continues to fail, to record the true start and end times of COMPLAINANTS and NON-EXEMPT AGGRIEVED EMPLOYEES' meal periods.

Additionally, EMPLOYER failed, and continues to fail to keep accurate records and issue accurate wage statements by not documenting accrued sick time for COMPLAINANTS and NON-EXEMPT AGGRIEVED EMPLOYEES.

EMPLOYER's failure to keep "accurate and complete" payroll records for COMPLAINANTS and NON-EXEMPT AGGRIEVED EMPLOYEES violates Labor Code sections 1174, 1198, 1199, and Wage Order 9-2001 (and all applicable IWC Wage Orders), section 7. These violations subject EMPLOYER to civil penalties under Labor Code sections 558.1, 226.6, 1174.5 and 2699. Each violation of each Labor Code section and Wage Order provision, for each aggrieved employee, results in a separate civil penalty.¹

Meal Period Violations: California law requires employers to provide employees a duty-free, uninterrupted thirty (30) minute meal period when an employee works more than five (5) hours in a workday, and it must be provided within the first five (5) hours the employee works. Lab. Code section 512 (and all applicable IWC Wage Orders), section 11(A) and (C); *Brinker Restaurant Corp. v. Superior Court* (2012) 53 Cal.4th 1004. Employers must also provide employees with a second duty-free, uninterrupted thirty (30) minute meal period when an employee works more than (10) hours in a workday, and it must be provided before the end of the 10th hour of work. *Ibid.* Meal periods can be waived, but only under the following circumstances: (1) if an employee's total work period in a day is over five (5) hours but no more than six (6) hours, the required meal period may be waived by mutual consent of the employer and employee, and (2) if an employee's total work period in a day is over ten (10) hours but no more than twelve (12) hours, the required second meal period may be waived by mutual consent of the employer and employee, but only if the first meal period was not waived. *Ibid.* Upon information and belief, COMPLAINANTS did not sign a valid meal period waiver throughout COMPLAINANTS' employment by EMPLOYER.

Employers covered by any and all applicable IWC Wage Orders have an obligation to both (1) relieve their employees for at least one meal period for shifts over five hours (see above), and (2) to record having done so. If the employer fails to properly record a valid meal period, it is presumed that no meal period was provided. IWC Wage Order 9-2001 (and all applicable IWC Wage Orders), section 7(A)(3) ("Meal periods . . . shall also be recorded"); *Brinker, supra*, 53 Cal.4th

¹ See Lab. Code section 2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period").

1004, 1052-1053, citing section 7(A)(3) (“If an employer’s records show no meal period for a given shift over five hours, a rebuttable presumption arises that the employee was not relieved of duty and no meal period was provided”).

Employers must pay employees an additional hour of wages at the employees’ regular rate of pay for each missed or improper meal period (e.g., less than 30 minutes, interrupted meal period, first meal period provided after five (5) hours, second meal period provided after 10 hours). Lab. Code section 226.7; all applicable IWC Wage Orders, section 11(B) (“If an employer fails to provide an employee a meal period in accordance with the applicable provision of this Order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the meal period is not provided”); *Brinker, supra*, 53 Cal.4th 1004.

COMPLAINANTS and other NON-EXEMPT AGGRIEVED EMPLOYEES consistently worked shifts of five and a one-half (5 ½) hours or more.

COMPLAINANTS and other NON-EXEMPT AGGRIEVED EMPLOYEES were unable to take timely, off duty, thirty-minute, uninterrupted meal periods. For example, at times, COMPLAINANT SOLIS was forced to take a late meal period and/or was interrupted during his meal period due to the nature and constraints of his job duties, including but not limited to, pressure to meet shipment/delivery deadlines/other work deadlines and/or the need to complete other work tasks. On information and belief, other NON-EXEMPT AGGRIEVED EMPLOYEES were also forced to take late, interrupted and/or shortened meal periods due to understaffing, pressure from supervisors to take noncompliant meal breaks and/or the nature and constraints of their job duties.

For example, COMPLAINANT DAVENPORT was, at times, if not always, required to work through her owed meal periods, take on-duty, interrupted and/or shortened and/or late meal periods due to her need to complete assigned job duties. Based on information and belief, EMPLOYER would unlawfully edit the clock in and out times for COMPLAINANT DAVENPORT’s and other NON-EXEMPT AGGRIEVED EMPLOYEES’ meal periods in order to display at least a thirty minute, timely, off-duty meal period during most if not all shifts worked, notwithstanding the fact that EMPLOYER had actual and/or constructive knowledge that EMPLOYER had required COMPLAINANT DAVENPORT and other NON-EXEMPT AGGRIEVED EMPLOYEES’ to perform work-related tasks during their meal periods and/or otherwise take legally noncompliant meal periods.

Based on information and belief, EMPLOYER implemented policies and practices that failed to relieve COMPLAINANTS and other NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and EMPLOYER’s control during unpaid meal breaks. For example, based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES were required to remain on EMPLOYER’s premises and/or remain tethered to EMPLOYER’s communication devices during purported meal periods, and thus remained subjected to EMPLOYER’s control during meal periods. Based on information and belief, COMPLAINANTS and other NON-EXEMPT AGGRIEVED EMPLOYEES were from time to time interrupted by work assignments while clocked out for what should have been off-duty meal periods.

Based on information and belief, EMPLOYER had actual and/or constructive knowledge that its policies and practices resulted in the denial of uninterrupted meal periods owed to COMPLAINANTS and other NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California's meal period laws.

Despite failing to provide lawful meal periods, EMPLOYER implemented a policy and/or practice of automatically deducting at least thirty minutes per shift for these missed/unlawful meal periods, despite having actual and/or constructive knowledge that COMPLAINANTS and other NON-EXEMPT AGGRIEVED EMPLOYEES did not receive compliant meal periods.

EMPLOYER also failed to keep accurate records of the start and end times of COMPLAINANTS' and NON-EXEMPT AGGRIEVED EMPLOYEES' meal period start and end times. Based on further information and belief, EMPLOYER illegally rounded the start and end times of meal periods resulting in COMPLAINANTS and other NON-EXEMPT AGGRIEVED EMPLOYEES not being paid for all time worked as well as late and/or shortened meal periods. *See Donohue v. AMN Services, LLC* (2021) 11 Cal.5th 58.

Based on further information and belief, EMPLOYER did not have a written meal break policy, nor did EMPLOYER have any sort of compliant policy in practice. Liability for the aggrieved employees can be established by evidence that an employer adopted a uniform corporate break policy that failed to give full effect to California law and the applicable Wage Order requirements. The fact that employees may legally waive meal breaks does not affect this result. *Brinker, supra*, 53 Cal.4th 1004.

COMPLAINANTS are further informed and believe and thereon allege that EMPLOYER had actual and/or constructive knowledge that its time-rounding and auto-deduction policies and practices resulted in the denial of meal periods owed to COMPLAINANTS and other NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California's meal period laws.

Based on information and belief, DEFENDANTS failed to provide NON-EXEMPT AGGRIEVED EMPLOYEES with duty-free, uninterrupted, thirty-minute, second meal periods before the end of the tenth hour of work when working shifts lasting more than ten and/or twelve hours. For example, based on information and belief, at times, COMPLAINANTS worked shifts lasting longer than ten (10) hours but was not provided with a second, duty-free, thirty-minute, uninterrupted meal period before the end of the tenth hour of work.

Upon information and belief, EMPLOYER failed to pay COMPLAINANTS and other NON-EXEMPT AGGRIEVED EMPLOYEES, an additional hour of wages at their respective regular rates of compensation for each workday a legally compliant meal period was not provided. EMPLOYER failed to pay a meal period premium at all for each workday a compliant meal period was not provided and/or failed to pay the lawful meal period premium for failure to incorporate all non-discretionary remuneration into the meal period premium calculation. For example, COMPLAINANTS regularly earned non-discretionary bonuses/incentive pay and/or shift differential pay. Based on information and belief, EMPLOYER failed to factor COMPLAINANT

SOLIS' non-discretionary compensation into COMPLAINANT SOLIS regular rate of pay for purposes of calculating the owed meal period premium. For example, EMPLOYER's wage statements for COMPLAINANT SOLIS, at times, list a "penalty" based off a regular rate of pay of \$20.00/hour, failing to incorporate, for example, the \$.50 shift differential pay and/or \$40 non-discretionary bonus pay (a performance-based bonus for meeting attendance quotas) earned during that same pay period, resulting in the miscalculation and underpayment of the premium owed. Based on information and belief, EMPLOYER failed to incorporate all non-discretionary compensation into the regular rate of pay for purposes of paying the owed meal period premiums to NON-EXEMPT AGGRIEVED EMPLOYEES.

The aforementioned conduct results in violations of Labor Code sections 226.7, 512, and 1198-1199, and IWC Wage Order No. 9-2001, section 11(A), (B) and (C) along with all applicable IWC Wage Orders. These violations subject EMPLOYER to civil penalties under Labor Code sections 558.1, 558 and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated.² EMPLOYER's failure to provide valid meal periods, and the automatic deduction for meal periods that were not provided/valid, ultimately results in further violations, such as violation of Labor Code sections 1174, 1199, 226.6, discussed above, and other violations discussed below.

Rest Period Violations: California law requires employers to provide employees a paid, duty-free ten (10) minute rest period for each four (4) hours worked, or major fraction thereof. *See* applicable IWC Wage Order, including but not limited to No. 5-2001, section 12(A). In *Brinker v. Restaurant Corp. v. Superior Court*, 53 Cal.4th 1004 (2012), the California Supreme Court held that employees are entitled to a 10-minute paid rest period for shifts from 3 ½ to 6 hours in a length, two 10-minute rest periods for shift more than 6 hours up to 10 hours, and three 10-minute rest periods for shifts of more than 10 hours up to 14 hours. (*Id.* at 1029). The rest period requirement obligates employers to permit and authorize employees to take off-duty rest periods, meaning employers must relieve employees of all duties and relinquish control over how employees spend their time. *Augustus v. ABM Security Services, Inc.*, (2016) 5 Cal.5th 257, 269.

Moreover, under California law rest periods must be a "net" ten minutes in a suitable rest area. *Id.* at 268 (relying on January 3, 1986 and February 22, 2002 DLSE Letters wherein the DLSE ruled that the net ten-minute language for rest periods means ten minutes of time in a rest area and cannot include time it takes to get to and from the rest area). The employer must show that it clearly articulates the right to a net ten minutes, which means it must clearly communicate what "net" ten minutes means (i.e., regardless of what happens along the way to and from a rest area, employees

² See Lab. Code section 2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period"); Lab. Code section 558 (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); IWC Wage Order 9-2001, section 20 (establishing that "[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid").

are entitled to a full ten minutes of rest in the rest area). *Id.*; see also, *Bufile v. Dollar Fin. Grp., Inc.*, (2008) 162 Cal. App. 4th 1193, 1199 (the “onus is on the employer to clearly communicate the authorization and permission [to take rest periods] to its employees.”).

Employers must pay employees an additional hour of wages at the employee’s regular rate of pay for each missed or improper rest period (e.g., less than 10 minutes, interrupted rest period, rest period(s) at improper time(s) during shift(s)). Lab. Code section 226.7; IWC Wage Order No. 5-2001, section 12(B) (“If an employer fails to provide an employee a rest period in accordance with the applicable provisions of this order, the employer shall pay the employee one (1) hour of pay at the employee’s regular rate of compensation for each workday that the rest period is not provided”).

EMPLOYER did not properly authorize and provide COMPLAINANTS and other NON-EXEMPT AGGRIEVED EMPLOYEES with net ten-minute rest periods at a rate of every four (4) hours worked or major fraction thereof, that insofar as practicable, are provided in the middle of the work period, as required by law.

Rest periods were consistently interrupted, cut short, on duty, restricted to premises, and/or late due to the nature and constraints of NON-EXEMPT AGGRIEVED EMPLOYEES’ job duties, need to complete jobs/complete other work tasks, understaffing, and/or commentary from supervisors pressuring them to skip rest breaks completely and/or take non-compliant rest breaks.

COMPLAINANTS and other NON-EXEMPT AGGRIEVED EMPLOYEES were pressured to complete their work duties according to a designated schedule such that rest breaks were only taken once jobs were completed/as time permitted. For example, based on information and belief, COMPLAINANT SOLIS and other NON-EXEMPT AGGRIEVED EMPLOYEES were often pressured to take their rest breaks late and/or cut them short due to pressure to meet shipment/delivery deadlines, lack of relief workers available and/or or the need to complete work tasks requiring immediate attention. COMPLAINANT PALACIOS was similarly required to cut any rest periods short and/or work them completely due to the need to complete assigned job duties.

Based on information and belief, EMPLOYER implemented policies and/or practices that failed to relieve NON-EXEMPT AGGRIEVED EMPLOYEES of all duties and EMPLOYER’s control during rest breaks. For example, on information and belief, COMPLAINANTS and other NON-EXEMPT AGGRIEVED EMPLOYEES were required to remain on the worksite premises and/or remained tethered to EMPLOYER’s communication devices during purported rest periods and were thus subjected to EMPLOYER’ control. As such, EMPLOYER failed to provide NON-EXEMPT AGGRIEVED EMPLOYEES with net ten-minute uninterrupted rest periods in compliance with California law.

Based on information and belief, EMPLOYER did not have a lawful policy, instruction, or practice as to the taking, length, timing, or duty-free nature of rest periods. For example, based on information and belief, EMPLOYER failed to authorize and permit rest periods that were a “net”

ten minutes in a suitable rest area; instead, to the extent rest periods were provided, EMPLOYER limited COMPLAINANTS and other NON-EXEMPT AGGRIEVED EMPLOYEES to only ten-minute rest periods, requiring them to be back at their workstations within ten minutes of leaving, in violation of California rest period law.

Despite not providing lawful rest periods, EMPLOYER failed to pay COMPLAINANTS and other NON-EXEMPT AGGRIEVED EMPLOYEES with an additional hour of pay at COMPLAINANT's and other NON-EXEMPT AGGRIEVED EMPLOYEES' regular rates of compensation for each missed, or otherwise unlawful rest period. Based on information and belief, EMPLOYER failed to pay a rest period premium at all for each workday a lawful rest period was not provided. If and when a rest premium was paid, EMPLOYER failed to pay the proper premium for failure to incorporate all non-discretionary remuneration, including but not limited to, non-discretionary bonus pay, shift differential pay, and/or other non-discretionary compensation into the regular rate for purposes of calculating the owed rest period premium at the correct regular rate of compensation.

The aforementioned conduct results in violations of Labor Code sections 226.7, and 1198-1199, and IWC Wage Order 9-2001, section 12(A). These violations subject EMPLOYER to civil penalties under Labor Code section §§ 558 and 2699, and all applicable IWC Wage Orders, section 20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each aggrieved employee for each pay period during which the referenced statutes and Wage Order provisions were violated.³

Minimum Wage Violations: “Notwithstanding any agreement to work for a lesser wage, any employee receiving less than the legal minimum wage or the legal overtime compensation applicable to the employee is entitled to recover in a civil action the unpaid balance of the full amount of this minimum wage or overtime compensation, including interest thereon, reasonable attorneys’ fees, and costs of suit.” *Cal. Lab. Code* § 1194.

Labor Code section 1197 states the California requirement that employees must be paid at least the minimum wage fixed by the Commission, and any payment of less than the minimum wage is unlawful. The minimum wage standard applies to each hour employees worked for which they were not paid. Therefore, an employer’s failure to pay for any particular hour worked by an employee is unlawful even if averaging an employee’s total pay over all hours worked, paid or not, results in an average hourly wage above minimum wage. *Armenta v. Osmose, Inc.* (2005) 135 Cal.App.4th 314, 324. Furthermore, “in any action under Section 98, 1193.6, 1194, or 1197.1 to recover wages because of the payment of a wage less than the minimum wage fixed by an order

³ See Lab. Code section 2699(f)(2) (establishing that the civil penalty is “for each aggrieved employee per pay period”); IWC Wage Order 9-2001, section 20 (establishing that “[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid”).

of the commission or by statute, an employee shall be entitled to recover liquidated damages in an amount equal to the wages unlawfully unpaid and interest thereon..." *Cal. Lab. Code* § 1194.2.

EMPLOYER failed to compensate COMPLAINANTS and NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked by virtue of EMPLOYER's automatic deductions and time rounding policies, payment according to scheduled hours worked instead of actual time worked, mandated off-the-clock work policies and/or practices and failure to relieve employees of all duties/employer control during unpaid meal periods or otherwise unlawful practices for missed or improper meal periods.

As explained above, NON-EXEMPT AGGRIEVED EMPLOYEES were consistently required to perform off-the-clock work by virtue of EMPLOYER's automatic-deduction and/or rounding policies and practices for meal periods.

Based on information and belief, EMPLOYER implemented a policy and/or practice of automatically deducting at least thirty minutes per shift for meal periods and/or requiring NON-EXEMPT AGGRIEVED EMPLOYEES to clock out for at least thirty minutes per shift for meal periods, despite having actual and/or constructive knowledge that NON-EXEMPT AGGRIEVED EMPLOYEES were working through part or all these meal periods.

Based on further information and belief, EMPLOYER rounded the start and end times of employee meal periods and shift start and end times resulting in COMPLAINANTS and other NON-EXEMPT AGGRIEVED EMPLOYEES not being paid for all time worked.

Additionally, COMPLAINANTS allege on information and belief that EMPLOYER implemented a time-rounding system that as applied systematically deprived COMPLAINANTS and other NON-EXEMPT AGGRIEVED EMPLOYEES of compensable time because the time-rounding system implemented by EMPLOYER would almost always, if not always, result in understating actual work time. For example, based on information and belief, EMPLOYER implemented a practice of rounding the actual time worked and recorded by COMPLAINANT SOLIS and other NON-EXEMPT AGGRIEVED EMPLOYEES to at least the nearest quarter hour, which more often than not, resulted in COMPLAINANT SOLIS and other NON-EXEMPT AGGRIEVED EMPLOYEES not being paid for all time worked and thus the underpayment of minimum and overtime wages owed to COMPLAINANT SOLIS and other NON-EXEMPT AGGRIEVED EMPLOYEES. EMPLOYER's failure to pay for all time worked by virtue of its time-rounding practices and only paying for scheduled hours rather than for actual time worked resulted in the underpayment of minimum wages owed to COMPLAINANT SOLIS and NON-EXEMPT AGGRIEVED EMPLOYEES as well as unpaid overtime wages for those NON-EXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day and/or forty hours in a week.

Based on information and belief, EMPLOYER had and continues to have a uniform policy and practice of consistently requiring, suffering and or permitting NON-EXEMPT AGGRIEVED EMPLOYEES to work off-the-clock without wages, including but not limited to, before and/or

after completing a scheduled shift. For example, EMPLOYER instructed COMPLAINANT SOLIS that per EMPLOYER's policy, COMPLAINANT SOLIS could not leave work at the end of his shift until his relief/the next shift worker arrived, but EMPLOYER would not allow COMPLAINANT SOLIS to remain clocked in for this time spent waiting for his relief to arrive, resulting in at least ten (10) to fifteen minutes of post-shift off-the-clock uncompensated worktime, and the underpayment of minimum and overtime wages owed to COMPLAINANT SOLIS.

Moreover, based on information and belief, COMPLAINANTS and other NON-EXEMPT AGGRIEVED EMPLOYEES were required to perform additional off-the-clock work for which they were not compensated. For example, based on information and belief, EMPLOYER did not compensate COMPLAINANTS and other NON-EXEMPT AGGRIEVED EMPLOYEES for time spent donning and doffing personal protective equipment, safety equipment and/or uniforms during meal periods, rest periods, before the start of a scheduled shift, and after completing a scheduled shift.

Moreover, based on information and belief, EMPLOYER failed to compensate NON-EXEMPT AGGRIEVED EMPLOYEES for time they were required to spend completing training and certification and/or the onboarding process. Based on information and belief, EMPLOYER required NON-EXEMPT AGGRIEVED EMPLOYEES to review and sign various types of policies and documents, including but not limited to, safety guidelines/safety awareness certifications, employee time-keeping policies, among other documents, but they were not paid for all time spent reviewing and/or completing certification as directed by EMPLOYER. Based on information and belief, EMPLOYER had and continues to have a uniform policy and practice of requiring NON-EXEMPT AGGRIEVED EMPLOYEES to complete mandatory off-the-clock administrative tasks, onboarding, training, certification, and/or other tasks without compensating for all hours worked, resulting in the underpayment of wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on further information and belief, EMPLOYER required NON-EXEMPT AGGRIEVED EMPLOYEES to undergo Covid temperature screenings and/or security screenings prior to clocking in for the start of their shifts and/or prior to clocking back in from meal periods resulting in uncompensated work time, and thus, the underpayment of minimum and overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES.

Based on further information and belief, EMPLOYER's electronic employee time-keeping system at times malfunctioned such that NON-EXEMPT AGGRIEVED EMPLOYEES were at times required to either reinitiate the system prior to being able to clock in and/or were unable to clock in at all for the start of their shifts and/or clock back in from meal periods, resulting in consistent off-the-clock work and the underpayment of minimum and overtime wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES. This time spent under EMPLOYER's control was not recorded and not compensated and resulted in unpaid minimum and overtime wages.

Based on information and belief, at times, NON-EXEMPT AGGRIEVED EMPLOYEES were required to stand in line behind other employees to access EMPLOYER's time-keeping system and/or were required to spend time reinitiating EMPLOYER's time-keeping system before they could clock in for the start of their shifts and/or after completing a purported meal period and/or were required to undergo security screenings and/or other mandated screenings before and/or after a scheduled shift and/or before or after clocking in/out for work.

For example, COMPLAINANT DAVENPORT was typically required to stand in line behind other employees before she could access DEFENDANTS' time-keeping system to clock in for the start of her shift, resulting in at least approximately two (2) to three (3) minutes of pre-shift off-the-clock work during most if not all shifts COMPLAINANT DAVENPORT worked during her employment.

NON-EXEMPT AGGRIEVED EMPLOYEES were required to perform additional pre-shift and/or post-shift off-the-clock work and/or work during unpaid meal periods, resulting in EMPLOYER's failure to compensate NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked and the underpayment of wages owed to NON-EXEMPT AGGRIEVED EMPLOYEES. For example, COMPLAINANT PALACIOS was usually required to perform at least approximately one (1) hour of pre-shift off-the-clock work during most if not all shifts COMPLAINANT PALACIOS worked, which included but was not limited to, time spent travelling upon arrival at work via shuttle bus to COMPLAINANT PALACIOS' assigned terminal only after which point could COMPLAINANT PALACIOS then access EMPLOYER's timekeeping system to clock in for the start of her shift. This time spent under EMPLOYER's control, including but not limited to, time spent travelling from EMPLOYER's parking lot to COMPLAINANT PALACIOS' assigned terminal was not recorded nor compensated, resulting in EMPLOYER's failure to compensate COMPLAINANT PALACIOS for all hours worked and the underpayment of wages owed to COMPLAINANT PALACIOS.

Based on information and belief, EMPLOYER required NON-EXEMPT AGGRIEVED EMPLOYEES to obtain Covid-related testing outside of their scheduled shift times without compensating them for the time spent completing EMPLOYER' testing requirements.

Based on information and belief, EMPLOYER had actual and/or constructive knowledge that its time-rounding and auto-deduction policies and practices, failure to provide off-duty meal periods, payment according to scheduled hours rather than actual hours worked, and other mandated off-the-clock work described above resulted in the underpayment of minimum wages owed to COMPLAINANTS and other NON-EXEMPT AGGRIEVED EMPLOYEES, in violation of California's minimum wage laws.

These violations subject EMPLOYER to civil penalties under Labor Code sections 558, 558.1, 1197.1 and the applicable Wage Order, including but not limited to Wage Order 9-2001, section 20. Each violation of each Labor Code section and Wage Order provision results in a *separate*

civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the referenced statutes and Wage Order provisions were violated.⁴

Overtime Violations: California law requires employers to pay overtime equal to one and one-half times the regular hourly rate of pay for each hour worked beyond eight (8) hours per workday and each hour worked beyond forty (40) hours per work week. Lab. Code section 510; IWC Wage Order 9-2001, (and all applicable IWC Wage Orders) section 3. Employers must pay overtime equal to double the regular hourly rate of pay for each hour worked beyond twelve (12) hours per workday and for all hours worked in excess of eight (8) hours on the seventh consecutive day or work in a work week. *Ibid.*

EMPLOYER violated California's overtime laws by, among other things, failing to correctly calculate, or record at all, the total number of hours worked by COMPLAINANTS and other NON-EXEMPT AGGRIEVED EMPLOYEES and not paying proper overtime rates for all overtime worked.

Namely, EMPLOYER's automatic deduction and time rounding policies and practices for meal periods, start shift times and end times, payment according to scheduled hours rather than actual hours worked and other mandated off-the-clock work policies and practices explained above resulted in the failure to account for all hours worked and thus the denial of minimum wages as well as overtime wages for NON-EXEMPT AGGRIEVED EMPLOYEES who worked more than eight (8) hours in a day or more than forty hours in a week.

Based on information and belief, EMPLOYER failed to pay twice NON-EXEMPT AGGRIEVED EMPLOYEES' regular rate(s) of pay for time worked beyond twelve (12) hours per workday and for time worked beyond eight (8) hours on the seventh consecutive day of work in a work week, in violation of California overtime laws.

Based on further information and belief, EMPLOYER also failed to pay the correct overtime and double time rates to NON-EXEMPT AGGRIEVED EMPLOYEES due to EMPLOYER's failure to incorporate all forms of non-discretionary compensation, including but not limited to, shift differential pay and/or non-discretionary bonus/incentive pay and/or other forms of non-discretionary pay, into the regular rate(s) of pay for purposes of calculating the owed overtime rate(s) and the owed double time rate(s) resulting in the underpayment of overtime and double time wages owed. For example, based on information and belief, COMPLAINANT SOLIS regularly earned non-discretionary bonuses/incentive pay for meeting attendance quotas and/or shift differential pay and/or "acting supervisor" pay and/or other non-discretionary compensation during pay periods in which COMPLAINANT SOLIS worked overtime, yet EMPLOYER failed

⁴ See Lab. Code section 1197.1(a) (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); IWC Wage Order 9-2001, section 20 (establishing that "[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid").

to incorporate all non-discretionary compensation into the regular pay rate(s) used to calculate the owed overtime rate, resulting in the miscalculation of the owed overtime rate(s) of pay and the underpayment of overtime wages owed to COMPLAINANT SOLIS. Based on information and belief, EMPLOYER also failed to incorporate all non-discretionary compensation into the regular rate(s) of pay for purposes of calculating and paying overtime and double time wages to other NON-EXEMPT AGGRIEVED EMPLOYEES.

EMPLOYER's automatic deduction and rounding policies and practices as well as mandated off-the-clock work described herein resulted in a failure to account for all hours worked and deprived COMPLAINANTS and NON-EXEMPT AGGRIEVED EMPLOYEES of all owed overtime wages, including, but not limited to, double time wages.

This conduct results in violations of Labor Code sections 218.5, 510, 558, 558.1, 1198-1199, and IWC Wage Order 9-2001 (and all applicable IWC Wage Orders), section 12(A). These violations subject EMPLOYER to civil penalties under Labor Code sections 558, 558.1, 218.5, and 2699, and the applicable Wage Order, including but not limited to Wage Order 9-2001, section 20. Each violation of each Labor Code section and Wage Order provision results in a *separate* civil penalty, for each aggrieved employee, for each pay period during which the referenced statutes and Wage Order provisions were violated.⁵

Violation of California Labor Code Sections 245-248.5: Based on information and belief, EMPLOYER failed to provide proper paid sick leave to COMPLAINANTS and all NON-EXEMPT AGGRIEVED EMPLOYEES. EMPLOYER either failed to provide paid sick leave at all or improperly calculated the sick leave accrual and the sick leave rate of pay owed to COMPLAINANTS and other NON-EXEMPT AGGRIEVED EMPLOYEES by failing to base the accrued sick leave hours on the correct number of hours worked (as a result of the rounding/automatic deduction policies and practices for meal periods and shift start and end times/ or other required off-the-clock work described herein) and by failing to incorporate all non-discretionary remuneration, including but not limited to, non-discretionary bonuses/incentive pay, shift differential pay and/or other non-discretionary compensation into the sick leave pay rate calculation.

EMPLOYER further failed to provide notice of the correct sick leave amount balance available to COMPLAINANT and other NON-EXEMPT AGGRIEVED EMPLOYEES on their wage statements or other written statement.

⁵ See Lab. Code section 2699(f)(2) (establishing that the civil penalty is "for each aggrieved employee per pay period"); Lab. Code section 558 (establishing that the civil penalty is "for each underpaid employee for each pay period for which the employee was underpaid"); IWC Wage Order, section 20 (establishing that "[i]n addition to any other civil penalties provided by law, any employer or any other person acting on behalf of the employer who violates, or causes to be violated, the provisions of this order, shall be subject to the civil penalty...for each underpaid employee for each pay period during which the employee was underpaid").

EMPLOYER further failed to put them on notice of their paid sick leave rights—or thereby putting their entitlement to sick leave in a Labor Code section 2810.5 notice.

In addition, based on information and belief, EMPLOYER failed to maintain accurate records of used sick leave and the balance of paid sick leave left to NON-EXEMPT AGGRIEVED EMPLOYEES throughout the relevant time period.

Throughout the relevant time period, based on information and belief, EMPLOYER failed to provide notice of sick leave amount balance left for COMPLAINANTS and all NON-EXEMPT AGGRIEVED EMPLOYEES, and thus affected their intelligent exercise of their paid sick leave.

But for this failure, COMPLAINANTS and all NON-EXEMPT AGGRIEVED EMPLOYEES would have used their paid sick leave at least prior to their respective separation, for as on several occasions thereafter, he or she would have been entitled to use the banked sick leave and earn appropriate compensation.

This illegal retention of paid sick leave is unlawful, and COMPLAINANTS seeks all forms of injunctive relief, restitution, and declaratory relief as permitted by California law, on behalf of COMPLAINANTS and all NON-EXEMPT AGGRIEVED EMPLOYEES.

In violation of Labor Code section 247.5, EMPLOYER failed to maintain records documenting the hours worked and paid sick days accrued and used by COMPLAINANTS and all NON-EXEMPT AGGRIEVED EMPLOYEES, permitting the presumption that COMPLAINANTS and all NON-EXEMPT AGGRIEVED EMPLOYEES were entitled to the maximum number of hours accruable under this article.

Upon information and belief, EMPLOYER further failed and continues to fail to comply with Labor Code section 246, by failing to provide COMPLAINANTS and all NON-EXEMPT AGGRIEVED EMPLOYEES with a Labor Code section 226 wage statement, or separate writing containing the amount of paid sick leave available, or paid time off leave an employer provides in lieu of sick leave, at the time it pays wages.

EMPLOYER also unlawfully retained and continues to retain paid sick leave that should have been paid and was not because of EMPLOYER's failure to properly institute a paid sick leave program.

On information and belief, COMPLAINANTS allege that all of these practices were experienced and continue to be experienced by NON-EXEMPT AGGRIEVED EMPLOYEES.

COMPLAINANTS request all appropriate relief under the PAGA and these statutes, including but not limited to the restitution of earned paid sick leave that could have been used, but was not due to EMPLOYER's sole failure to institute such a paid sick leave entitlement or paid sick leave bank as required by California law.

Accordingly, COMPLAINANTS and other NON-EXEMPT AGGRIEVED EMPLOYEES are entitled to injunctive relief, attorney's fees, declaratory relief, restitution, and penalties as permitted by law. COMPLAINANTS request all relief pursuant to the aforementioned code provisions, including but not limited to Labor Code sections 233 and 234, which incorporates the paid sick leave requirements.

Failure To Provide Supplemental Paid Sick Leave: Labor Code section 248.2 provides that all employers with 26 or more employees are required to provide up to 80 hours for covered employees to take 2021 COVID-19 Supplemental Paid Sick Leave to care for themselves, to care for a family member or if it is vaccine-related. Based on information and belief, EMPLOYER violated Labor Code section 248.2 by not providing NON-EXEMPT AGGRIEVED EMPLOYEES with required 2021 COVID-19 Supplemental Paid Sick Leave.

Refusal to Make Payment: Labor Code section 216 declares unlawful an employer's refusal to pay wages due and payable and/or denial of the validity of any claim to wages due.

EMPLOYER violated and continues to violate Labor Code section 216 by failing to pay COMPLAINANT and all NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked at the proper wage rate and by failing to pay COMPLAINANTS and all NON-EXEMPT AGGRIEVED EMPLOYEES an additional hour of pay for each meal or rest period not provided or that was invalid. *Gould v. Maryland Sound Industries, Inc.* (1995) 31 Cal.App.4th 1137, 1154-1155.

These violations subject EMPLOYER to civil penalties under Labor Code section 225.5. Each violation results in a *separate* civil penalty, for each aggrieved employee, for each pay period during which the statute provisions were violated.⁶

Wage Statement Violations: California law requires every employer semi-monthly or at the time of each payment of wages to furnish each of his or her employees with an accurate itemized wage statement in writing that contains the following: (1) gross wages earned; (2) total hours worked by the employee; (3) the number of piece-rate units earned and any applicable piece rate if the employee is paid on a piece-rate basis; (4) all deductions; (5) net wages earned; (6) the inclusive dates of the period for which the employee is paid; (7) the name of the employee and only the last four digits of his or her social security number or an employee identification number other than a social security number; (8) the name and address of the legal entity that is the employer; and (9) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee. Cal. Lab. Code. section 226.

⁶ Labor Code section 225.5 (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of sections 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee”) (emphasis added).

As EMPLOYER failed to provide COMPLAINANTS and NON-EXEMPT AGGRIEVED EMPLOYEES with lawful meal and rest periods and premium wages, the wage statements EMPLOYER issued to COMPLAINANTS and non-exempt AGGRIEVED EMPLOYEES fail to correctly set forth (a) the gross wages earned, in violation of Labor Code section 226(a)(1); (b) the total hours worked by the employee in violation of Labor Code section 226(a)(2); (c) the net wages earned, in violation of Labor Code section 226(a)(5); and (d) all applicable hourly rates in effect during the pay period and the corresponding number of hours worked at each hourly rate by the employee, in violation of Labor Code section 226(a)(9).

EMPLOYER's wage statements that it provided to COMPLAINANTS and all NON-EXEMPT AGGRIEVED EMPLOYEES failed to among other things, indicate earned gross and net wages earned during the pay period, the correct applicable rates of pay for all hours worked, and the "total hours worked" by the COMPLAINANTS and all NON-EXEMPT AGGRIEVED EMPLOYEES (by virtue of the automatic deduction for meal periods, time-rounding policies and practices and other off-the-clock work policies and practices, including but not limited to, whenever working a shift in which the employee earned a shift differential) all described in greater detail *supra*) which results in a violation of Labor Code section 226(a). Failure to list all hours worked on a wage statement, gives rise to an inference of injury under Labor Code Section 226 (*Maldonado v Epsilon Plastics, Inc.*, (2018) 22 Cal.App.5th 1308, 1337).

Employer's failure to accurately list all hours worked and all applicable hourly rates in effect during the pay period on all wage statements caused confusion to COMPLAINANTS and caused and continues to cause confusion to the NON-EXEMPT AGGRIEVED EMPLOYEES over whether they received all wages owed to them. COMPLAINANTS and NON-EXEMPT AGGRIEVED EMPLOYEES were injured by EMPLOYER's failure to provide accurate wage statements.

Because of the violations detailed above, including but not limited to, not paying regular and overtime wages for all hours worked and failing to provide meal and rest break premiums, EMPLOYER violated California Labor Code section 226 by willfully failing to furnish COMPLAINANTS and all NON-EXEMPT AGGRIEVED EMPLOYEES with accurate, itemized wage statements.

Moreover, on information and belief, the wage statements provided COMPLAINANTS and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES fail to display the inclusive dates of the period for which the employee is paid, in violation of Labor Code section 226(a)(8). For example, at times, DEFENDANTS' wage statements provided to COMPLAINANT, list a category for "retroactive pay" without including the inclusive dates of the accurate pay period for that "retroactive pay". As a result, the wage statements provided to COMPLAINANTS and NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES were not accurate and do not include all of the statutorily required information, such as, but not limited to, the total hours worked. Accordingly, DEFENDANTS violated Labor Code section 226.

Separately, based on information and belief, EMPLOYER issued wage statements to COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES, that failed to list the correct name and/or address of the legal entity that is the employer, in violation of Labor Code section 226(a)(8). As a result, the wage statements provided to COMPLAINANT, NON-EXEMPT AGGRIEVED EMPLOYEES, and EXEMPT AGGRIEVED EMPLOYEES were not accurate and did not include all of the statutorily required information, including but not limited to the name and address of the legal entity that is the employer.

These violations subject EMPLOYER to civil penalties under Labor Code section 226. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE and EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute provisions were violated.⁷

Semimonthly Payment Violations: Labor Code section 204 requires that all earned wages must be paid to employees twice during each calendar month. EMPLOYER violated this section by failing to pay NON-EXEMPT AGGRIEVED EMPLOYEES for all hours worked and by failing to pay proper premium wage rates for all hours worked. These violations subject EMPLOYER to civil penalties under Labor Code section 210. Each violation results in a separate civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the statute provisions were violated.

Standard Conditions of Labor Violations: Together, Labor Code sections 1198 and 1199 make unlawful any employment of any employee under conditions of labor prohibited by the Wage Orders, and any violation, refusal, or neglect to comply with any provision within Part 4, Chapter 1 of the Labor Code, including sections 1174, 1197, and 1198, or order or ruling of the commission.

Therefore, EMPLOYER's violations with respect to, including but not limited to, meal periods, rest periods, recordkeeping provisions, unreimbursed business expenses, minimum wages and overtime wages result in separate violations of sections 1198 and 1199, which subject EMPLOYER to civil penalties under Labor Code sections 1197.1 and 2699.

Unlawful Deductions: Labor Code section 221 prohibits an employer from "collect[ing] or receiv[ing] from an employee any part of wages theretofore paid by said employer to said employee." Based on information and belief EMPLOYER made unlawful deductions from NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES' paychecks during the relevant period, including but not limited to deducting costs advanced by EMPLOYER from NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES' final paychecks and/or deductions for purported overpayments from prior pay periods and/or deductions for negligently broken/damaged company property. Such a practice is in violation of including but not limited to, Labor Code Sections 221-222 which subjects EMPLOYER to civil penalties under Labor Code Section 2699.

⁷ See Lab. Code section 226.3 (establishing that the civil penalty is "per employee per violation").

Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE and EXEMPT AGGRIEVED EMPLOYEE, for each pay period during which the statute provisions were violated. See Lab. Code §225.5 (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who unlawfully withholds wages due any employee in violation of Section 212, 216, 221, 222, or 223 shall be subject to a civil penalty...for each failure to pay each employee”).

Statutory Wage Violations: California Labor Code section 223 makes it unlawful for an employer to secretly pay wages lower than required by statute while purporting to pay legal wages.

As described above, EMPLOYER willfully and systematically denied COMPLAINANTS and other NON-EXEMPT AGGRIEVED EMPLOYEES minimum wage and overtime compensation which resulted in the payment of less than statutorily required wages to them. EMPLOYER acted with the intent to deprive them of statutory wages, including, but not limited to, overtime wages and minimum wages, to which they were entitled to under California law.

Thus, EMPLOYER paid COMPLAINANTS and all NON-EXEMPT AGGRIEVED EMPLOYEES lower wages than those they were entitled to while purporting that COMPLAINANTS and all NON-EXEMPT AGGRIEVED EMPLOYEES were properly paid. COMPLAINANTS and all NON-EXEMPT AGGRIEVED EMPLOYEES are entitled to recover penalties, attorney’s fees, costs, and interest thereon, pursuant to Labor Code section 2699(f)-(g).

Failure to Pay Vested Vacation/Paid Time Off:

California Labor Code section 227.3 provides that when an employer policy provides for paid vacations and/or paid time off, and an employee is terminated without having taken off his, her, or their vested vacation time, all vested vacation shall be paid to the employee as wages at the employee’s final rate in accordance with such contract of employment or employer policy respecting eligibility or time served and that there shall be no forfeiture of vested vacation time or paid time off upon termination.

Based on information and belief, EMPLOYER had and continues to have a uniform policy and practice of failing to allow NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to use their earned vacation/paid time off during their employment and/or failing to pay all vested, accrued paid time off to NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES upon separation of employment, in violation of California law, including but not limited to, Labor Code section 227.3.

Final Pay Violations: Labor Code section 201 requires employers to pay all wages earned and unpaid at the time of discharge, immediately upon discharge. California Labor Code section 201(a) provides, in relevant part, that “[i]f an employer discharges an employee, the wages earned and unpaid at the time of discharge are due and payable immediately.” California Labor Code section 202(a) provides, in relevant part, that “[i]f an employee not having a written contract for a definite

period quits his or her employment, his or her wages shall become due and payable not later than 72 hours thereafter, unless the employee has given 72 hours previous notice of his or her intention to quit, in which case the employee is entitled to his or her wages at the time of quitting.” Pursuant to Labor Code section 203, an employer that willfully fails to pay wages due an employee who is terminated or resigns must pay (in addition to the unpaid wages) a penalty equal to the employee's daily wages for each day, not exceeding 30 days, that the wages are unpaid. This 30-day waiting time penalty is recoverable under the PAGA via Labor Code Section 256. See, *Iskanian v. CLS Transportation Los Angeles, LLC*, 59 Cal.4th 348 (2014); see also, *Caliber Bodyworks, Inc. v. Superior Court*, 134 Cal. App. 4th 365 (2005).

Based on information and belief, EMPLOYER failed to timely pay NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES all wages that were due and owing upon termination or resignation. Based on information and belief, EMPLOYER provides final wages to NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES on the regular pay day without regard to the timing requirements of Labor Code sections 201-202.

Upon separation of employment, NON-EXEMPT AGGRIEVED EMPLOYEES’ and EXEMPT AGGRIEVED EMPLOYEES’ final paychecks were not timely provided and/or were not timely provided with all owed vacation pay. Moreover, NON-EXEMPT AGGRIEVED EMPLOYEES’ final paychecks, once provided, did not include all wages owed as they were devoid of, including but not limited to, all owed minimum wages, overtime wages, premium wages, vacation pay, and all owed sick leave and/or paid time off wages at the properly accrued rates.

These violations subject EMPLOYER to civil penalties under Labor Code sections 203, 210, and/or 256. Each violation results in a *separate* civil penalty, for each NON-EXEMPT AGGRIEVED EMPLOYEE and each EXEMPT AGGRIEVED EMPLOYEE for each pay period during which the statute provisions were violated.⁸

Business Expense Violations: California law requires employers to indemnify their employees for all necessary expenditures incurred by the employee in direct consequence of the discharge of their duties or of their obedience to the directions of the employer. See Cal. Lab. Code § 2802(a) and all applicable Wage Orders, § 9 (b). Furthermore, “for purposes of [section 2802], the term ‘necessary expenditure or losses’ shall include all reasonable costs, including, but not limited to, attorneys’ fees incurred by the employee enforcing the rights granted by this section.”

Among other things, under California law, when tools or equipment are required by the employer or are necessary to the performance of a job, such tools and equipment shall be provided and maintained by employer, except that an employee whose wages are at least two (2) times the minimum wage provided herein may be required to provide and maintain hand tools and equipment customarily required by the trade or craft. See applicable IWC Wage Order, § 9 (b).

⁸ (establishing that “[i]n addition to, and entirely independent and apart from, any other penalty provided in this article, every person who fails to pay the wages of each employee as provided in Sections 201.3, 204, 204b, 204.1, 204.2, 205, 205.5, 1197.5, shall be subject to a civil penalty...for each failure to pay each employee”).

Among other things, under California law, when employees must use their personal cellphones for work-related purposes, the employer must reimburse them for a reasonable percentage of their cell phone bills. *See Cochran v. Schwan's Home Services, Inc.* (2014) 228 Cal.App.4th 1137, 1140. To show liability, an employee will only need to show that he or she was required to use their personal cellphone for work-related purposes and not reimbursed for the use. *Id.* 1144-1145. California law also requires employers to reimburse employees for automobile expenses incurred for the business use of personal vehicles, such as for mileage, gas, and the wear and tear on the vehicle. *See Gattuso v. Harte-Hanks Shoppers, Inc.* (2007) 42 Cal.4th 554. Further, "any contract or agreement, express or implied, made by any employee to waive the benefits of this article or any part thereof, is null and void, and this article shall not deprive any employee or his personal representative of any right or remedy to which he is entitled to under the laws of this State." *See* Cal. Lab. Code § 2804.

Based on information and belief, COMPLAINANTS and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were improperly required to provide and maintain work tools that are supposed to be the responsibility of EMPLOYER.

On information and belief, at all relevant times hereto, EMPLOYER shifted its costs of doing business onto COMPLAINANTS and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES by requiring them to pay for its business expenses, including but not limited to, use of COMPLAINANT's and NON-EXEMPT AGGRIEVED EMPLOYEES' and EXEMPT AGGRIEVED EMPLOYEES' personal mobile phones/devices, data plan usage and/or costs associated with the purchase and/or maintenance of work uniforms/clothing and/or protective gear, such as but not limited to, masks and/or gloves. For example, based on information and belief, at times, COMPLAINANT SOLIS received work-related calls and/or messages to his personal cell phone from managers and/or supervisors regarding scheduling and/or other work tasks. COMPLAINANT SOLIS was not reimbursed for these business expenses. Similarly, EMPLOYER required COMPLAINANTS DAVENPORT and PALACIOS to use their personal cell phones/mobile devices for work, including but not limited to, for sending and/or receiving work-related calls and/or messages, however, EMPLOYER failed to reimburse COMPLAINANT DAVENPORT and COMPLAINANT PALACIOS for these business expenses they incurred in connection with being required to use their personal cell phones/mobile devices for work, including but not limited to, increased data plan charges.

For example, DEFENDANTS required COMPLAINANT DAVENPORT to purchase and/or maintain uniforms, work clothing and/or work shoes/boots and/or protective and/or safety gear, including without limitation, steel-toe boots and/or gloves and/or other uniforms, work clothing and/or work shoes/boots and/or protective and/or safety gear, however, DEFENDANTS failed to reimburse COMPLAINANT DAVENPORT at all and/or in full for the business expenses COMPLAINANT DAVENPORT incurred in connection with being required to purchase and/or maintain DEFENDANTS' required uniforms, work clothing, work shoes/boots, and/or protective and/or safety gear. For example, COMPLAINANT DAVENPORT was required by

DEFENDANTS to purchase and maintain steel-toe boots and gloves for work, however, DEFENDANTS did not provide COMPLAINANT DAVENPORT with any reimbursement for these business expenses.

For example, EMPLOYER required COMPLAINANT PALACIOS to purchase work uniforms/work clothing/work shoes and/or protective and/or safety gear required COMPLAINANT PALACIOS wear for work, including without limitation, steel toe boots and/or other work uniforms/work clothing/work shoes and/or protective and/or safety gear, however, EMPLOYER did not provide COMPLAINANT PALACIOS with any and/or full reimbursement for these business expenses she incurred in connection with being required to purchase and/or maintain EMPLOYER's required work uniforms/work clothing/work shoes and/or protective and/or safety gear.

For example, EMPLOYER required COMPLAINANT PALACIOS to pay for parking each and/or on most workdays at her assigned airport/work location, however, EMPLOYER failed to provide COMPLAINANT PALACIOS with any and/or full reimbursement for these business expenses.

Based on information and belief, NON-EXEMPT AGGRIEVED EMPLOYEES and/or EXEMPT AGGRIEVED EMPLOYEES also were required to use and did use personal devices to perform work duties without receiving any reimbursement and/or full reimbursement for the expenses incurred in connection therewith.

As a pattern and practice, EMPLOYER regularly failed to reimburse and indemnify COMPLAINANTS and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES for business expenses. Pursuant to California Labor Code section 2802, COMPLAINANTS and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES were entitled to be reimbursed for all reasonable expenses associated with carrying out orders by their EMPLOYER and/or carrying out the duties assigned by EMPLOYER.

EMPLOYER's failure to provide COMPLAINANTS and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES with full reimbursement for all reasonable expenses associated with carrying out their duties required that COMPLAINANT and NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES subsidize and/or carry the burden of business expenses in violation of Labor Code section 2802.

Unlawful Agreements/ Unlawful Criminal and Financial Background Checks:

Unlawful Financial and Criminal Background Checks:

The California Labor Code places certain procedural and substantive limits on employers' ability to conduct employee background checks and on how employers can use the information they obtain through those background checks. Labor Code section 1024.5 states that employers, except for financial institutions, may order a credit check only if the individual works (or is applying to work) in certain positions (e.g., managerial positions, financially-related positions, and certain

government positions). Additionally, the Investigative Consumer Reporting Agencies Act (ICRAA- CA Civil Code section 1786, *et seq.*) and the Fair Credit Reporting Act (FCRA - 15 U.S.C. section 1681, *et seq.*) mandate several requirements prior to and following an employee background check, including but not limited to identifying an appropriate reason for the background check, a separate consent form with required disclosures and certain formatting requirements, additional forms such as a summary of rights, a way by which to request a copy of the report, as well as proper notice of adverse actions taken, among other statutory requirements.

Based on information and belief, EMPLOYER ordered unlawful financial credit checks on NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES, in violation of Labor Code section 1024.5, and required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to provide ongoing written consent to the unlawful credit checks as a condition of employment, in violation of California and Federal law, which results in a further violation of Labor Code section 432.5.

Based on information and belief, EMPLOYER required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to submit and/or agree to submit in writing to unlawful criminal background checks as a condition of obtaining and/or holding employment in violation of the ICRAA and the FCRA.

Based on information and belief, EMPLOYER required COMPLAINANTS and other NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to a background check which failed to abide by the requirements set forth in CA Civil Code section 1786, *et seq.* and 15 U.S.C. section 1681, *et seq.*, including but not limited to by failing to provide a clear and conspicuous disclosure, failing to provide disclosures free of extraneous information, failing to provide a lawful purpose for the background check, failing to provide a summary of rights under the ICRAA and/or the FCRA, failing to provide a way by which the individual could request a copy of the report, and failing to properly obtain authorization or consent to such a background check, and thus was an unlawful background check.

By requiring NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to unlawful criminal and/or financial checks not in conformance with the applicable laws, EMPLOYER also violated Labor Code section 432.5.

Based on further information and belief, EMPLOYER also required NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to provide ongoing consent to EMPLOYER to conduct background checks throughout the duration of employment, in violation of the ICRAA and/or FCRA and/or other applicable laws, resulting in a further violation of Labor Code section 432.5, by requiring applicants and employees to agree to an unlawful provision as a condition of employment.

Based on further information and belief, EMPLOYER knew that requiring NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree to these

unlawful criminal and/or financial background checks as a condition of obtaining and/or holding employment was unlawful.

By having NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES sign off on the illegal background and financial checks, EMPLOYER also violated Labor Code section 432.5 (stating that “no employer...shall require any employee or applicant for employment to agree, in writing, to any term or condition which is known by such employer...to be prohibited by law.”).

Unlawful Inquires into Criminal History

Labor Code section 432.7 prohibits an employer from asking applicants about past arrest(s) unless they resulted in conviction(s) and even then, certain limitations apply. Based on information and belief, EMPLOYER asked NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES about arrests not resulting in convictions on its employment application, in violation of California law.

Upon information and belief, EMPLOYER, in violation of California law, including but not limited to the Fair Chance Act/the California Fair Employment and Housing Act (“FEHA”), asked NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES about convictions prior to extending an offer of employment and/or otherwise impermissibly inquired into criminal history on its employment application in violation of California law.

By asking about arrests not resulting in convictions, EMPLOYER violated Labor Code 432.7. By asking about convictions at the application phase or prior to extending an employment offer, EMPLOYER violated California’s Fair Chance Act, and thereby violated Labor Code 432.5 by unlawfully requiring NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES to agree in writing to disclose arrests and/or convictions as a condition of employment.

As such, NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES continue to be subject to various unlawful provisions as a condition of employment.

Conclusion

EMPLOYER has violated the above-referenced California Labor Code provisions, and the applicable Wage Order, as well as other laws, and is liable for all applicable premium wages, statutory and civil penalties, interest, attorneys’ fees, and costs. The civil penalties COMPLAINANTS and other NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES seek to recover include, but are not limited to, the statutory and civil penalties specified above.

Labor Code section 2699.3 requires that a claimant send a certified letter (i.e. this AMENDED NOTICE) to the employer in question and file an online claim to the LWDA setting forth the

claims and the basis for the claims, thereby giving the LWDA an opportunity to investigate the claims and/or take any action it deems appropriate.

The purpose of this AMENDED NOTICE is to satisfy the requirement created by Labor Code sections 2699, 2699.3(a), 2699.3(c), and 2699.5, prior to seeking penalties and premium wages allowed by law for the aforementioned statutory violations in a civil action. We look forward to determining whether the LWDA intends to take any action in reference to these claims. We kindly ask that you respond to this AMENDED NOTICE according to the time frame contemplated by the code.

If the LWDA elects not to take any action with respect to any of the foregoing claims, COMPLAINANTS will seek these penalties in a civil action, on behalf of COMPLAINANTS and all NON-EXEMPT AGGRIEVED EMPLOYEES and EXEMPT AGGRIEVED EMPLOYEES of EMPLOYER within one year of the date of this letter as allowed by law.

Please advise if your office intends to investigate any of the factual and legal allegations and provide notice within sixty-five days of this AMENDED NOTICE to our office and to that of other charged parties. Thank you for your attention to this matter. If you have any questions, please contact me at the phone number or address below:

Kiara Bramasco, Esq.
Crosner Legal, PC
9440 Santa Monica Blvd., Ste. 301
Beverly Hills, CA 90210
Main: 866.276.7637
Fax: 310.510.6429
Email: kiara@crosnerlegal.com

Thank you for your attention to this matter.

Best Regards,

A handwritten signature in black ink, appearing to read "Kiara Bramasco", written in a cursive style.

Kiara Bramasco, Esq.
CROSNER LEGAL, PC



Manny Martinez <manny@crosnerlegal.com>

Thank you for your Amended PAGA Claim Notice Submission.

1 message

DIR PAGA Unit <lwdadonotreply@dir.ca.gov>
To: prelit@crosnerlegal.com

Fri, May 10, 2024 at 9:21 AM

05/10/2024 09:21:15 AM

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

Item submitted: Amended PAGA Claim Notice

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

Exhibit 5



Mathew Adame <mathew@crosnerlegal.com>

Thank you for your Court Complaint Submission.

1 message

DIR PAGA Unit <no-reply@formassembly.com>
To: mathew@crosnerlegal.com

Tue, Feb 17, 2026 at 1:11 PM

02/17/2026 01:11:10 PM

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

Item submitted: Court Complaint

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

Exhibit 6