REVISED CLASS AND REPRESENTATIVE PAGA ACTION SETTLEMENT AGREEMENT

This Revised 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. <u>DEFINITIONS</u>.

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 either directly or via a staffing agency 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 either directly or via a staffing agency 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**: A Settlement Administrator Expenses Payment not to exceed $25,995.00 except for a showing of good cause and as approved by the Court. To the extent the Settlement Administration Expenses are less, or should the Court approve payment in a sum less than $25,995.00, the Administrator shall retain the remainder in the Net Settlement Amount to be distributed to Participating Class 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 renumeration 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 PAGA penalties 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. Aggrieved Employees who are not Participating Class Members do not release the Class Released Claims for the underlying wage and hour causes of action.

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. <u>SETTLEMENT ADMINISTRATION</u>.

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 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).

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: 04 / 30 / 2026 ________________________________
CHRISTIAN SOLIS

Dated: 04 / 30 / 2026 ________________________________
AKILA DAVENPORT

Dated: 05 / 01 / 2026 Pearl palacios
PEARL PALACIOS

Dated: ________________ ________________________________
CHRISTIAN FERNANDEZ

Dated: ________________ ________________________________
RYAN CROWE

Dated: ________________ **WORLDWIDE FLIGHT SERVICES, INC.**

____
Name: ____________________________
Title: ____________________________

Dated: May 1, 2026 **CROSNER LEGAL, PC**

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

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: ____________________ ____________________________________
CHRISTIAN SOLIS

Dated: ____________________ ____________________________________
AKILA DAVENPORT

Dated: ____________________ ____________________________________
PEARL PALACIOS

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Dated: 5/1/2026 ____________________________________
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

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: ________________ ________________________________
CHRISTIAN SOLIS

Dated: ________________ ________________________________
AKILA DAVENPORT

Dated: ________________ ________________________________
PEARL PALACIOS

Dated: ________________ ________________________________
CHRISTIAN FERNANDEZ

Dated: 04/30/2026 ________________________________
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

Dated: ___________________

MOORADIAN LAW, APC

____

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

Dated: 04/30/2026

LAVI & EBRAHIMIAN, LLP

____

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.

HC

Dated: ________________

THE NOURMAND LAW FIRM, APC

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

Dated: May 1, 2026

MOORADIAN LAW, APC

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

Dated: ________________

LAVI & EBRAHIMIAN, LLP

____
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 “A”

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 $________ (less withholding) and your Individual PAGA Payment is estimated to be $________. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to 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 ________ workweeks during the Class Period and you worked ________ 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 are 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").

Defendant Will Pay the Gross Settlement Amount Within 14 Days After Judgment Is Final. 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 $50,000.00 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 $25,995.00 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.

Class Counsel have entered into a written agreement to jointly prosecute this case and share any attorneys' fees potentially recovered ("Joint Representation Agreement"). Under the Joint Representation Agreement, Class Counsel coordinated their efforts to investigate the claims, litigate the case, and negotiate the Settlement. The Joint Representation Agreement also provides Class Counsel will share any attorneys' fees and reimbursement of litigation expenses. If the Court awards attorneys' fees and expenses, the total amount approved by the Court will be paid from the Gross Settlement Amount. Class Counsel will then divide that Court-approved amount among themselves in accordance with their Joint Representation Agreement. The Joint Representation Agreement will not increase the total attorneys' fees or expenses to be paid, or the total amount of fees and expenses the Court approves. The Joint Representation Agreement only governs how the attorneys' fees and expenses are shared among Class Counsel.

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 renumeration 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.

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

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

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

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

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.