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

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

15 .
16 Plaintiffs,

17 v.

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

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20 Defendants.
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Case No.: 22STCV04332

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

**DECLARATION OF KEVIN LEE IN
SUPPORT OF PLAINTIFFS' MOTION FOR
PRELIMINARY APPROVAL OF CLASS
AND REPRESENTATIVE PAGA ACTION
SETTLEMENT**

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DECLARATION OF KEVIN LEE

I, Kevin Lee, declare as follows:

1. I am a Case Manager at Phoenix Settlement Administrators (“Phoenix”), the Court-appointed Class Action Settlement Administrator for *Sorto, et al. v. Worldwide Flight Services, Inc.* (the “Action”). I have personal knowledge of the facts stated herein and, if called upon to testify, I could and would testify competently to such facts.

2. Phoenix was selected by the Parties to provide notice of the Settlement and perform administration duties in this Action. Phoenix was responsible for reviewing the number of workweeks worked by each Class Member worked during the period from June 25, 2019 through August 8, 2025 (“Class Period”), as well as such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On or about April 28, 2026, Phoenix received a data file from Defense Counsel that contained names, last-known mailing address, Social Security Number, e-mail addresses, and number of Workweeks worked each Class Member during the Class Period (“Class Data”). The final list contained three thousand eight hundred eighty-four (3,884) individuals identified as Class Members.

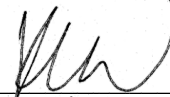
4. Based on the Workweeks in the Class Data, Phoenix confirms that Class Members worked a total of two hundred ninety-four thousand, twenty-nine (294,029) Workweeks during the Class Period.

5. The Class Size Estimates, Escalator Clause, and Defendant’s Right to Withdraw clause of the Class and Representative PAGA Action Settlement Agreement states that, in the event the number of pay periods during the Class Period exceeds two hundred seventy-two thousand, one hundred sixty-four (272,164) by more than 10% (*i.e.* if the Workweeks are greater than two hundred ninety-nine thousand, three hundred eighty (299,380)), then Defendant shall, either i) increase the Gross Settlement Amount on a pro rata basis relative to the increase in Workweeks above 10%, or ii) end the Class Period and the PAGA Period on a date on which the Workweeks are equal to or less than two hundred ninety-nine thousand, three hundred eighty (299,380). Because the total Workweeks do not exceed two hundred ninety-nine thousand, three hundred eighty (299,380), the

1 escalator clause was not triggered. Therefore, the Gross Settlement Amount will not be increased,
2 nor will the Class Period and PAGA Periods be shortened.

3 I declare under penalty of perjury of the laws of the State of California that the foregoing is
4 true and correct.

5 Executed this April 30, 2026, at Orange, California.

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7 _____
8 Kevin Lee