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

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

16 Plaintiffs,

17 v.

18 WORLDWIDE FLIGHT SERVICES,  
19 INC., a Delaware corporation; and DOES  
20 1-100, inclusive,

21 Defendants.

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  
FINAL APPROVAL OF CLASS AND  
REPRESENTATIVE PAGA ACTION  
SETTLEMENT**

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

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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 *Christian Solis 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 class administration duties in this Action. Pursuant to the Second Revised Class and Representative PAGA Action Settlement Agreement (“Settlement Agreement” or “Settlement”) for this matter, Phoenix was responsible for: (i) preparing, translating, printing, and mailing the *Court Approved Notice of Class Action Settlement and Hearing Date for Final Court Approval* (“Class Notice”); (ii) responding to inquiries from Class Members; (iii) calculating the number of weeks each Class Member worked during the period from June 25, 2019 to August 8, 2025 (“Class Period”) and the number of workweeks that each Aggrieved Employee worked during the time period from October 3, 2021 to August 8, 2025 (“PAGA Period”); (iv) determining the validity of letters indicating a request to be excluded from the Class Settlement (“Requests for Exclusion”), written objections to the Class Settlement (“Objections”), and/or dispute regarding the number of Workweeks submitted by Class Members; (v) calculating the Net Settlement Amount and the Individual Settlement Payments to Class Members; (vi) calculating and issuing the Individual Class Payments and distributing them to Participating Class Members and Individual PAGA Payments to Aggrieved Employees; (vii) issuing the payment to Class Counsel for the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment, the Enhancement Payments to all Plaintiffs, and the employer/employee payroll taxes to the appropriate taxing authorities; and (viii) such other tasks as set forth in the Settlement Agreement or as the Parties mutually agree or as the Court orders.

3. On April 29, 2026, Phoenix received a data file from Defense Counsel that contained names, last known mailing addresses, Social Security numbers, dates of employment, and workweeks for each Class Member (“Class Data”) during the Class Period. The final mailing list

1 contained three thousand eight hundred eighty-four (3,884) individuals identified as Class  
2 Members.

3 4. On June 5, 2026, Phoenix conducted a National Change of Address (“NCOA”)  
4 search in an attempt to update the class list of addresses as accurately as possible. A search of this  
5 database provides updated addresses for any individual who has moved in the previous four (4)  
6 years and notified the U.S. Postal Service of their change of address.

7 5. On June 12, 2026, Phoenix mailed the Class Notice via U.S. first class mail, in  
8 English and Spanish, to all three thousand eight hundred eighty-four (3,884) Class Members on the  
9 Class Data. A true and correct copy of the mailed Notice is attached hereto as **Exhibit A**.

10 6. As of the date of this declaration, fourteen (14) Notices have been returned to  
11 Phoenix. None were returned with a forwarding address. For the fourteen (14) Notices returned  
12 from the Post Office without a forwarding address, Phoenix attempted to locate a current mailing  
13 address using TransUnion TLOxp, one of the most comprehensive address databases available for  
14 skip tracing. Of the fourteen (14) Notices that were skip traced, fourteen (14) updated addresses  
15 were obtained and the Notice was promptly re-mailed to those Class Members via first class mail.

16 7. As of the date of this declaration, zero (0) Notices are considered undeliverable.

17 8. As of the date of this declaration, Phoenix has received two (2) Requests for  
18 Exclusion from Class Members, from Raymond Vincent Jones and Aida Zeleul Beyene. True and  
19 correct copies of the Requests for Exclusion received are attached hereto as **Exhibit B**. The deadline  
20 to request exclusion from the Class Settlement was July 27, 2026, while the deadline for remailed  
21 Notices is August 10, 2026.

22 9. As of the date of this declaration, Phoenix has received zero (0) Notices of Objection  
23 from Class Members. The deadline for objecting to the Class Settlement was July 27, 2026, while  
24 the deadline for remailed Notices is August 10, 2026.

25 10. As of the date of this declaration, Phoenix has received zero (0) Workweek disputes  
26 from Class Members. The deadline for submitting a dispute was July 27, 2026, while the deadline  
27 for remailed Notices is August 10, 2026.

11. There are three thousand eight hundred eighty-two (3,882) Class Members who did not submit timely and valid Requests for Exclusion and are therefore deemed Participating Class Members, representing 99.95% of the Class. Participating Class Members have worked a collective total of two hundred ninety-three thousand nine hundred forty-four (293,944) Workweeks during the Class Period. Each Workweek is valued at approximately \$10.90.

12. The Escalator Clause of the Settlement Agreement indicates if the actual Workweeks exceed 272,164 by more than 10% (*i.e.* if there are more than 299,380 Workweeks), then Defendant shall either: (i) increase the GSA of a pro rata basis relative to the increase in Workweeks above 10%, or, (ii) end the Class Period and the PAGA Period on ad date on which the Workweeks are equal to or less than 299,380. Since the total number of Workweeks does not exceed 299,380, the Escalator Clause was not triggered.

13. The Net Settlement Amount of \$3,209,985.56 available to pay Participating Class Members was determined by subtracting the requested Class Counsel Fees Payment (\$1,705,000.00), and Class Counsel Litigation Expenses Payment (\$44,019.44), requested Enhancement Payments to Plaintiffs Sorto, Solis, Davenport, Palacios, Fernandez, and Crowe (\$5,000 each, totaling \$30,000.00), PAGA Penalties Payment (\$100,000.00), and the requested Settlement Administration Costs (\$25,995.00) from the Gross Settlement Amount (\$5,115,000.00).

14. Based upon the calculations stipulated in the Settlement, the highest Individual Settlement Share to be paid is approximately \$3,494.53, the lowest Individual Settlement Share to be paid is approximately \$10.92, while the average Individual Settlement Share to be paid is approximately \$826.89. Participating Class Members will be issued payment of their Individual Settlement Shares subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share (the net payment is their "Individual Settlement Payment").

15. Additionally, \$100,000.00 of the Gross Settlement Amount has been allocated toward penalties under the Private Attorneys General Act ("PAGA Penalties Payment"), of which 75%, or \$75,000.00, shall be paid to the Labor and Workforce Development Agency ("LWDA" and

1 “LWDA PAGA Payment”), and 25%, or \$25,000.00, of which shall be paid to all current and former  
2 hourly non-exempt individuals who are or were employed by Defendant during the PAGA Period.  
3 There are three thousand seventy-three (3,073) Aggrieved Employees who worked a total of one  
4 hundred and one thousand four hundred thirteen (101,413) workweeks during the PAGA Period.  
5 The highest Individual PAGA Payment to be paid is approximately \$24.90, the average Individual  
6 PAGA Payment to be paid is approximately \$0.25, and the average Individual PAGA Payment to  
7 be paid is approximately \$8.14.

8 16. Pursuant to the Settlement, Defendant has agreed to fund the employer-side taxes  
9 due separately and apart from the Gross Settlement Amount.

10 17. Phoenix’s costs associated with the administration of this matter are \$25,995.00.  
11 This includes all costs incurred to date, as well as estimated costs involved in completing the  
12 settlement distribution. A true and correct copy of the invoice from Phoenix is attached hereto as  
13 **Exhibit C.**

14  
15 I declare under penalty of perjury of the laws of the State of California that the foregoing is  
16 true and correct.

17 Executed on August 18, 2026, at Orange, California.

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20 \_\_\_\_\_  
21 KEVIN LEE  
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## **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 «ESA\_Before\_Paga» (less withholding) and your Individual PAGA Payment is estimated to be «PAGA\_Amount». 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 «Total\_Weeks» workweeks during the Class Period and you worked «PAGA\_Pay\_Periods» 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 July 27, 2026. 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 July 27, 2026. 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 September 10, 2026. 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 July 27, 2026. 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 July 27, 2026. 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 July 27, 2026, 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 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, 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 and the PAGA Notices, including any and all claims involving any alleged: (a) failure to provide uninterrupted meal periods free from employer control or compensation in lieu thereof; (b) failure to provide uninterrupted rest periods free from employer control or compensation in lieu thereof; (c) failure to pay minimum wages; (d) failure to pay overtime wages; (e) failure to pay statutorily required wages; (f) failure to reimburse business expenses; (g) failure to furnish accurate itemized wage statements; (h) failure to timely pay all wages upon separation of employment; (i) failure to maintain accurate records; (j) failure to provide paid sick leave at the regular rate of pay; (k) failure to provide proper notice of paid sick leave rights; (l) failure to provide supplemental paid sick leave; (m) failure to pay vested vacation and paid time off; (n) standard conditions of labor violations; (o) refusal to make payment; (p) unlawful deductions; (q) statutory wage violations; (r) failure to produce records in violation of Labor Code §§ 226(b)-(c), 1198.5, and 432; (s) unlawful criminal and financial inquiries; (t) off-the-clock work; (u) failure to include all forms of remuneration in the regular rate calculation, including but not limited to non-discretionary bonuses, shift differential pay, acting supervisor pay, and other pay codes; (v) failure to provide appropriate seating; and (w) retaliation and damages under Labor Code §§ 98.6 and 1102.5.

#### 4. HOW WILL THE ADMINISTRATOR CALCULATE MY PAYMENT?

**Individual Class Payments.** The Administrator will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Workweeks worked by all Participating Class Members, and (b) multiplying the result by the number of Workweeks worked by each individual Participating Class Member.

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

**Workweek/Pay Period Challenges.** The number of Workweeks you worked during the Class Period and the number of PAGA Pay Periods you worked during the PAGA Period, as recorded in Defendant's records, are stated in the first page of this Notice. You have until July 27, 2026, 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 July 27, 2026, 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 [solis-v-worldwide-flight-services.phoenixcases.com](https://solis-v-worldwide-flight-services.phoenixcases.com) or the Court's website <https://www.lacourt.ca.gov/pages/lp/access-a-case>.

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 July 27, 2026. 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 September 10, 2026, at 10:00 a.m. 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 [solis-v-worldwide-flight-services.phoenixcases.com](https://solis-v-worldwide-flight-services.phoenixcases.com). 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:

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**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  
Mailing Address: P.O. Box 7208, Orange, CA 92863  
Telephone: (800) 523-5773  
Facsimile: (949) 209-2503  
Email: [info@phoenixclassaction.com](mailto:info@phoenixclassaction.com)

#### **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.

**AVISO DE ACUERDO DE DEMANDA COLECTIVA APROBADO POR EL TRIBUNAL Y FECHA DE LA AUDIENCIA  
PARA LA APROBACIÓN FINAL DEL TRIBUNAL**

*Christian Solis v. Worldwide Flight Services, Inc.*

Tribunal Superior del Condado de Los Ángeles, Caso No. 22STCV04332

El Tribunal Superior del Estado de California autorizó este Aviso. ¡Léalo cuidadosamente!

No es correo basura, spam, un anuncio publicitario, ni una solicitud de un abogado. Usted no está siendo Demandado.

Es posible que usted sea elegible para recibir dinero de una Demanda colectiva de empleados (“Demanda”) contra Worldwide Flight Services, Inc. (“Demandado”) por presuntas violaciones de salarios y horas. La Demanda fue presentada por ex empleados de Worldwide Flight Services, Inc. (“Demandantes”) y busca el pago de (1) salarios atrasados y otras compensaciones para una Clase de todos los empleados no exentos, actuales y anteriores, que trabajaron para el Demandado en California durante el Período de la Clase, del 25 de junio de 2019 al 8 de agosto de 2025 (“Miembros de la Clase”); y (2) sanciones bajo la Ley General del Procurador Privado de California (“PAGA”) para todos los empleados no exentos, actuales y anteriores, que trabajaron para el Demandado en California durante el Período PAGA, del 3 de octubre de 2021 al 8 de agosto de 2025 (“Empleados Agravados”).

El Acuerdo propuesto tiene dos partes principales: (1) un Acuerdo de Clase que requiere que el Demandado financie los Pagos Individuales de la Clase, y (2) un Acuerdo PAGA que requiere que el Demandado financie los Pagos Individuales PAGA y pague sanciones a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California (“LWDA”).

Según los registros del Demandado y las suposiciones actuales de las Partes, se estima que su Pago Individual de la Clase será de «ESA\_Before\_Paga» (menos retenciones) y se estima que su Pago Individual PAGA será de «PAGA\_Amount». La cantidad real que usted pueda recibir probablemente será diferente y dependerá de varios factores. (Si no se indica ninguna cantidad para su Pago Individual PAGA, entonces, según los registros del Demandado, usted no es elegible para un Pago Individual PAGA bajo el Acuerdo porque no trabajó durante el Período PAGA.)

Las estimaciones anteriores se basan en los registros del Demandado que muestran que usted trabajó «Total\_Weeks» semanas laborales durante el Período de la Clase y trabajó «PAGA\_Pay\_Periods» periodos de pago durante el Período PAGA. Si usted considera que trabajó más semanas laborales durante cualquiera de los periodos, puede presentar una impugnación antes de la fecha límite. Consulte la Sección 4 de este Aviso.

El Tribunal ya ha aprobado preliminarmente el Acuerdo propuesto y ha aprobado este Aviso. El Tribunal aún no ha decidido si otorgará la aprobación final del Acuerdo. Sus derechos legales se verán afectados, actúe o no actúe. Lea este Aviso detenidamente. Se considerará que usted lo ha leído y comprendido cuidadosamente. En la Audiencia de Aprobación Final, el Tribunal decidirá si aprueba definitivamente el Acuerdo y cuánto del Acuerdo se pagará a los Demandantes y a los abogados de los Demandantes (“Abogados de la Clase”). El Tribunal también decidirá si dicta una sentencia que requiera al Demandado realizar los pagos bajo el Acuerdo y requiera que los Miembros de la Clase y los Empleados Agravados renuncien a sus derechos de presentar ciertos reclamos contra el Demandado.

Si usted trabajó para el Demandado durante el Período de la Clase y/o el Período PAGA, tiene dos opciones básicas bajo el Acuerdo:

1. **No Hacer Nada.** Usted no tiene que hacer nada para participar en el Acuerdo propuesto y ser elegible para un Pago Individual de la Clase y/o un Pago Individual PAGA. Sin embargo, como Miembro Participante de la Clase, renunciará a su derecho de presentar reclamos salariales del Período de la Clase y reclamos por sanciones del Período PAGA contra el Demandado.
2. **Excluirse del Acuerdo de Clase.** Usted puede excluirse del Acuerdo de Clase presentando la Solicitud de Exclusión por escrito o notificando de otra manera al Administrador por escrito. Si se excluye del Acuerdo, no recibirá un Pago Individual de la Clase. No obstante, conservará su derecho a continuar personalmente con los reclamos salariales del Período de la Clase contra el Demandado, y, si es un Empleado Agravado, seguirá siendo elegible para un Pago Individual PAGA. Usted no puede excluirse de la porción PAGA del Acuerdo propuesto.

El Demandado no tomará represalias contra usted por ninguna acción que tome con respecto al Acuerdo propuesto.

**RESUMEN DE SUS DERECHOS LEGALES Y OPCIONES EN ESTE ACUERDO**

**Usted No Tiene Que Hacer Nada Para Participar en el Acuerdo.** Si no hace nada, será un Miembro Participante de la Clase, elegible para un Pago Individual de la Clase y un Pago Individual PAGA (si corresponde). A cambio, renunciará a su derecho a presentar los reclamos salariales contra el Demandado que están cubiertos por este Acuerdo (Reclamos Liberados).

**Usted Puede Excluirse del Acuerdo de Clase pero no del Acuerdo PAGA.** La Fecha Límite para Excluirse es el 27 de julio de 2026. Si no desea participar plenamente en el Acuerdo propuesto, puede excluirse del Acuerdo de Clase enviando al Administrador una Solicitud de Exclusión por escrito. Una vez excluido, será un Miembro No Participante de la Clase y dejará de ser elegible para un Pago Individual de la Clase. Los Miembros No Participantes de la Clase no pueden objetar ninguna parte del Acuerdo propuesto. Consulte la Sección 6 de este Aviso.

**Usted No Puede Excluirse de la Porción PAGA del Acuerdo Propuesto.** El Demandado debe pagar los Pagos Individuales PAGA a todos los Empleados Agravados, y los Empleados Agravados deben renunciar a su derecho de continuar con los Reclamos Liberados (definidos a continuación).

**Los Miembros Participantes de la Clase Pueden Objetar el Acuerdo de Clase pero no el Acuerdo PAGA.** Las objeciones por escrito deben presentarse antes del 27 de julio de 2026. Todos los Miembros de la Clase que no se excluyan (“Miembros Participantes de la Clase”) pueden objetar cualquier aspecto del Acuerdo propuesto. La decisión del Tribunal sobre si aprueba definitivamente el Acuerdo incluirá una determinación de cuánto se pagará a los Abogados de la Clase y a los Demandantes que iniciaron la Demanda en nombre de la Clase. Usted no es personalmente responsable por ningún pago a los Abogados de la Clase ni a los Demandantes. Salvo por la porción PAGA de este Acuerdo, usted puede objetar cualquier aspecto de este Acuerdo. Consulte la Sección 7 de este Aviso.

**Usted Puede Participar en la Audiencia de Aprobación Final.** La Audiencia de Aprobación Final del Tribunal está programada para el 10 de septiembre de 2026. Usted no está obligado a asistir, pero tiene derecho a comparecer (o contratar a un abogado para que comparezca en su nombre, a su propio costo), en persona, por teléfono o utilizando la plataforma virtual de comparecencia del Tribunal. Los Miembros Participantes de la Clase pueden objetar verbalmente el Acuerdo en la Audiencia de Aprobación Final. Consulte la Sección 8 de este Aviso.

**Usted Puede Impugnar el Cálculo de sus Semanas Laborales/Períodos de Pago.** Las Impugnaciones por Escrito Deben Presentarse Antes del 27 de julio de 2026. El monto de su Pago Individual de la Clase y su Pago PAGA (si corresponde) depende de cuántas semanas laborales trabajó al menos un día durante el Período de la Clase y cuántos Períodos de Pago trabajó al menos un día durante el Período PAGA, respectivamente. El número de Semanas Laborales y el número de Períodos de Pago que usted trabajó según los registros del Demandado se indica en la primera página de este Aviso. Si no está de Acuerdo con alguno de estos números, debe impugnarlo antes del 27 de julio de 2026. Consulte la Sección 4 de este Aviso.

### 1. ¿DE QUÉ SE TRATA LA DEMANDA?

Los Demandantes son ex empleados de Worldwide Flight Services, Inc. La Demanda acusa al Demandado de violar las leyes laborales de California por no pagar los salarios mínimos y daños liquidados, los salarios por horas extras, todos los salarios adeudados al momento de la terminación del empleo, los reembolsos de gastos comerciales, la licencia por enfermedad pagada, deducciones ilegales, y por no proporcionar períodos de comida ininterrumpidos libres del control del empleador o compensación en su lugar, períodos de descanso ininterrumpidos libres del control del empleador o compensación en su lugar, y declaraciones de salarios detalladas precisas. Con base en los mismos reclamos, los Demandantes también han presentado un reclamo por sanciones civiles bajo la Ley General de Procuradores Privados de California (Código Laboral §§ 2698, y siguientes) (“PAGA”). Los Demandantes están representados por abogados (“Abogados de la Clase”) en la Demanda.

El Demandado niega rotundamente haber violado leyes o haber dejado de pagar salarios, y sostiene que cumplió con todas las leyes aplicables.

### 2. ¿QUÉ SIGNIFICA QUE LA DEMANDA SE HA RESUELTO?

Hasta ahora, el Tribunal no ha determinado si el Demandado violó alguna ley. Mientras tanto, los Demandantes y el Demandado contrataron a un mediador neutral y experimentado en un esfuerzo por resolver la Demanda mediante la negociación de un fin del caso por Acuerdo (resolver el caso) en lugar de continuar con el costoso y largo proceso de litigio. Las negociaciones tuvieron éxito. Al firmar un extenso Acuerdo de conciliación por escrito (“Convenio”) y acordar solicitar conjuntamente al Tribunal que dicte una sentencia que ponga fin a la Demanda y haga cumplir el Convenio, los Demandantes y el Demandado han negociado un Acuerdo propuesto que está sujeto a la Aprobación Final del Tribunal. Ambas partes acuerdan que el Acuerdo propuesto es un compromiso de reclamos en disputa. Al aceptar resolver, el Demandado no admite ninguna violación ni reconoce el fundamento de ningún reclamo.

Los Demandantes y los Abogados de la Clase creen firmemente que el Acuerdo es beneficioso para usted porque consideran que: (1) el Demandado ha aceptado pagar una cantidad justa, razonable y adecuada, considerando la fortaleza de los reclamos y los riesgos e incertidumbres del litigio continuado; y (2) el Acuerdo es lo mejor para los Miembros de la Clase y los Empleados Agraviados. El Tribunal aprobó preliminarmente el Acuerdo propuesto como justo, razonable y adecuado, autorizó este Aviso y programó una audiencia para determinar si lo aprueba definitivamente.

### 3. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DEL ACUERDO PROPUESTO?

**El Demandado Pagará \$5,115,000.00 como Monto Bruto del Acuerdo (Acuerdo Bruto).** El Demandado ha aceptado depositar el Acuerdo Bruto en una cuenta controlada por el Administrador del Acuerdo. El Administrador utilizará el Acuerdo Bruto para pagar los Pagos Individuales de la Clase, los Pagos Individuales PAGA, la Compensación por Servicio del Representante de la Clase, los honorarios y gastos de los Abogados de la Clase, los gastos del Administrador y las sanciones que se pagarán a la Agencia de Desarrollo Laboral y de la Fuerza Laboral de California (“LWDA”).

**El Demandado Pagará el Monto Bruto del Acuerdo Dentro de los 14 Días Posteriores a que la Sentencia Sea Final.** Suponiendo que el Tribunal otorgue la Aprobación Final, el Demandado financiará el Acuerdo Bruto en un plazo no mayor a 14 días después de que la Sentencia dictada por el Tribunal sea final. La Sentencia será final en la fecha en que el Tribunal la dicte, o en una fecha posterior si los Miembros Participantes de la Clase objetan el Acuerdo propuesto o si la Sentencia es apelada.

**Deducciones del Acuerdo Bruto Aprobadas por el Tribunal.** En la Audiencia de Aprobación Final, los Demandantes y/o los Abogados de la Clase solicitarán al Tribunal que apruebe las siguientes deducciones del Acuerdo Bruto, cuyos montos serán determinados por el Tribunal en la Audiencia de Aprobación Final:

- Hasta \$1,705,000.00 (un tercio del Acuerdo Bruto) a los Abogados de la Clase por honorarios de abogados y hasta \$50,000.00 por sus gastos de litigio. Hasta la fecha, los Abogados de la Clase han trabajado e incurrido en gastos en la Demanda sin recibir pago.

- Hasta \$5,000.00 cada uno como Compensación por Servicio del Representante de la Clase por presentar la Demanda, trabajar con los Abogados de la Clase y representar a la Clase.
- Hasta \$25,995.00 al Administrador por los servicios de administración del Acuerdo.
- Hasta \$100,000.00 por Sanciones PAGA, asignadas en un 75% al Pago PAGA a la LWDA y un 25% en Pagos Individuales PAGA a los Empleados Agravados según sus Períodos de Pago del Período PAGA.

Los Miembros Participantes de la Clase tienen derecho a objetar cualquiera de estas deducciones. El Tribunal considerará todas las objeciones.

Los Abogados de la Clase han suscrito un Acuerdo escrito para litigar conjuntamente este caso y compartir cualquier honorario de abogado potencialmente recuperado (“Acuerdo de Representación Conjunta”). Bajo el Acuerdo de Representación Conjunta, los Abogados de la Clase coordinaron sus esfuerzos para investigar los reclamos, litigar el caso y negociar el Acuerdo. El Acuerdo de Representación Conjunta también establece que los Abogados de la Clase compartirán cualquier honorario de abogado y reembolso de gastos de litigio. Si el Tribunal otorga honorarios y gastos de abogados, el monto total aprobado por el Tribunal se pagará del Monto Bruto del Acuerdo. Los Abogados de la Clase luego dividirán ese monto aprobado por el Tribunal entre ellos de Acuerdo con su Acuerdo de Representación Conjunta. El Acuerdo de Representación Conjunta no aumentará el total de honorarios o gastos de abogados a pagar, ni el monto total de honorarios y gastos que apruebe el Tribunal. El Acuerdo de Representación Conjunta solo rige la forma en que se reparten los honorarios y gastos de abogados entre los Abogados de la Clase.

**Acuerdo Neto Distribuido a los Miembros de la Clase.** Después de realizar las deducciones anteriores en los montos aprobados por el Tribunal, el Administrador distribuirá el resto del Acuerdo Bruto (el “Acuerdo Neto”) realizando Pagos Individuales de la Clase a los Miembros Participantes de la Clase con base en sus Semanas Laborales del Período de la Clase.

**Impuestos Adeudados sobre los Pagos a los Miembros de la Clase.** Los Demandantes y el Demandado están solicitando al Tribunal que apruebe una asignación del 20% de cada Pago Individual de la Clase a salarios gravables (“Porción Salarial”) y del 80% a sanciones e intereses (“Porción No Salarial”). La Porción Salarial está sujeta a retenciones y se reportará en los Formularios W-2 del IRS. El Demandado pagará por separado los impuestos sobre nómina patronales que adeude sobre la Porción Salarial. Los Pagos Individuales PAGA se consideran sanciones en lugar de salarios para fines fiscales. El Administrador reportará los Pagos Individuales PAGA y las Porciones No Salariales de los Pagos Individuales de la Clase en los Formularios 1099 del IRS.

Aunque los Demandantes y el Demandado han acordado estas asignaciones, ninguna de las partes le está dando consejos sobre si sus Pagos son gravables o cuánto podría adeudar en impuestos. Usted es responsable de pagar todos los impuestos (incluidas las sanciones e intereses sobre impuestos atrasados) sobre cualquier pago recibido del Acuerdo propuesto. Debe consultar a un asesor fiscal si tiene preguntas sobre las consecuencias fiscales del Acuerdo propuesto.

**Necesidad de Cobrar Prontamente los Cheques de Pago.** El frente de cada cheque emitido para los Pagos Individuales de la Clase y los Pagos Individuales PAGA mostrará la fecha en que el cheque vence (la fecha de anulación). Si no lo cobra antes de la fecha de anulación, su cheque será cancelado automáticamente, y los fondos serán depositados en el Fondo de Bienes No Reclamados del Contralor de California a su nombre. Si el pago representado por su cheque se envía al Fondo de Bienes No Reclamados del Contralor, debe consultar las reglas del Fondo para obtener instrucciones sobre cómo recuperar su dinero.

**Solicitudes de Exclusión del Acuerdo de Clase (Exclusiones).** Usted será tratado como un Miembro Participante de la Clase, participando plenamente en el Acuerdo, a menos que notifique al Administrador por escrito, a más tardar el 27 de julio de 2026, que desea excluirse. La forma más fácil de notificar al Administrador es enviando una Solicitud de Exclusión escrita y firmada antes de la Fecha Límite de Respuesta. La Solicitud de Exclusión debe ser una carta de usted o de su representante que indique su nombre, dirección actual, número de teléfono y una declaración simple en la que opta por ser excluido del Acuerdo. Los Miembros Excluidos de la Clase (es decir, los Miembros No Participantes de la Clase) no recibirán Pagos Individuales de la Clase, pero conservarán sus derechos a continuar personalmente con los reclamos salariales y de horas contra el Demandado.

**Usted no puede excluirse de la porción PAGA del Acuerdo.** Los Miembros de la Clase que se excluyan del Acuerdo de Clase (Miembros No Participantes de la Clase) siguen siendo elegibles para los Pagos Individuales PAGA y deben renunciar a su derecho de presentar reclamos PAGA contra el Demandado con base en los hechos del Período PAGA alegados en la Demanda.

**El Acuerdo Propuesto Será Nulo Si el Tribunal Niega la Aprobación Final.** Es posible que el Tribunal se niegue a otorgar la Aprobación Final del Acuerdo o se niegue a dictar Sentencia. También es posible que el Tribunal dicte una Sentencia que sea revertida en apelación. Los Demandantes y el Demandado han acordado que, en cualquiera de los casos, el Acuerdo será nulo: el Demandado no pagará dinero alguno y los Miembros de la Clase no liberarán ningún reclamo contra el Demandado.

**Administrador.** El Tribunal ha designado a una empresa neutral, Phoenix Class Action Administration Solutions (el “Administrador”) para enviar este Aviso, calcular y realizar los pagos, y procesar las Solicitudes de Exclusión de los Miembros de la Clase. El Administrador también decidirá las Impugnaciones de los Miembros de la Clase sobre las Semanas Laborales, enviará y reenviará los cheques del Acuerdo y los formularios de impuestos, y realizará otras tareas necesarias para administrar el Acuerdo. La información de contacto del Administrador se encuentra en la Sección 9 de este Aviso.

**Liberación de los Miembros Participantes de la Clase.** Después de que la Sentencia sea final y el Demandado haya financiado plenamente el Acuerdo Bruto y pagado por separado todos los impuestos sobre nómina patronales, los Miembros Participantes de la Clase tendrán legalmente prohibido presentar cualquiera de los reclamos liberados bajo el Acuerdo. Esto significa que, a menos que se haya excluido válidamente del Acuerdo de Clase, usted no podrá Demandar, continuar Demandando, ni formar parte de ninguna otra

Demanda contra el Demandado o entidades relacionadas por salarios basados en los hechos del Período de la Clase y sanciones PAGA basadas en los hechos, según lo alegado en la Demanda y resuelto por este Acuerdo.

Todos los Miembros Participantes de la Clase, en su propio nombre y en el de sus respectivos representantes anteriores y actuales, agentes, abogados, herederos, administradores, sucesores y cesionarios, liberan a las Partes Liberadas de todos los reclamos, derechos, Demandas, responsabilidades y causas de acción que se alegan, o que razonablemente podrían haberse alegado con base en los hechos y reclamos establecidos en la Demanda Operativa, incluyendo todos y cada uno de los reclamos que involucren cualquier presunta: (a) falta de pago de los salarios mínimos y daños liquidados; (b) falta de pago de salarios por horas extras; (c) falta de proporcionar períodos de comida ininterrumpidos libres del control del empleador o compensación en su lugar; (d) falta de proporcionar períodos de descanso ininterrumpidos libres del control del empleador o compensación en su lugar; (e) falta de proporcionar y/o mantener declaraciones de salarios detalladas precisas; (f) falta de pago oportuno de todos los salarios adeudados al momento de la terminación del empleo; (g) falta de reembolso de gastos comerciales; (h) prácticas comerciales desleales; (i) tolerar o permitir que los empleados trabajen fuera del reloj; (j) redondeo ilegal de los descansos para comer y las horas de inicio y finalización de turnos; (k) falta de incluir todas las formas de remuneración en el cálculo de la tarifa regular, incluyendo entre otros bonos no discrecionales, pago por diferencial de turno, pago por supervisión interina, comisiones y otros códigos de pago; (l) reclamos de que las declaraciones de salarios incluyeron un área para pago retroactivo sin fechas inclusivas para el período de pago retroactivo; (m) gastos no reembolsados, incluidos, entre otros, el uso de teléfono celular y uniformes o calzado; (n) mantenimiento y gastos de uniformes; (o) gastos no reembolsados de equipo de protección personal; (p) falta de proporcionar un segundo período de comida por 10 horas de trabajo; (q) faltas voluntarias de proporcionar períodos de comida o descanso o el pago por ellos; (r) falta de pagar el pago de vacaciones al momento de la terminación; (s) faltas voluntarias de pagar salarios al momento de la terminación; (t) restitución; (u) falta de pagar la licencia por enfermedad a la tarifa regular; (v) intereses; (w) práctica ilegal de editar los registros de tiempo para incluir descansos para comer que no se tomaron o solo para reflejar el turno programado incluso si los empleados comenzaron antes/se quedaron más tarde; (x) capacitaciones obligatorias realizadas fuera del reloj; (y) pago erróneo de cuotas sindicales de los cheques de pago de los empleados; y (z) prácticas comerciales desleales o ilegales bajo la sección 17200 del Código de Negocios y Profesiones de California, y *siguientes* (colectivamente, “los Reclamos de Clase Liberados”). Salvo lo dispuesto en la Sección 5.3 del Convenio de Acuerdo, los Miembros Participantes de la Clase no liberan ningún otro reclamo, incluidos los reclamos por beneficios adquiridos, despido injustificado, violación de la Ley de Empleo y Vivienda Justos, seguro de desempleo, discapacidad, seguridad social, compensación de trabajadores, o reclamos basados en hechos ocurridos fuera del Período de la Clase.

**Liberación PAGA de los Empleados Agraviados.** Después de que la sentencia del Tribunal sea final, y el Demandado haya pagado el Acuerdo Bruto y pagado por separado los impuestos sobre nómina del lado patronal, todos los Empleados Agraviados tendrán prohibido presentar reclamos PAGA contra el Demandado, ya sea que se hayan excluido o no del Acuerdo. Esto significa que todos los Empleados Agraviados, incluidos aquellos que son Miembros Participantes de la Clase y aquellos que se excluyen del Acuerdo de Clase, no podrán Demandar, continuar Demandando, ni participar en ningún otro reclamo PAGA contra el Demandado o sus entidades relacionadas con base en los hechos alegados en la Demanda y resueltos por este Acuerdo.

Se considera que todos los Empleados Agraviados liberan, en su propio nombre y en el de sus respectivos representantes anteriores y actuales, agentes, abogados, herederos, administradores, sucesores y cesionarios, a las Partes Liberadas, de todos los reclamos por la recuperación de sanciones civiles, honorarios y costos de abogados permitidos bajo PAGA, que se alegan, o que razonablemente podrían haberse alegado con base en los hechos y reclamos establecidos en la Demanda Operativa y los Avisos PAGA, incluyendo todos y cada uno de los reclamos que involucren cualquier presunta: (a) falta de proporcionar períodos de comida ininterrumpidos libres del control del empleador o compensación en su lugar; (b) falta de proporcionar períodos de descanso ininterrumpidos libres del control del empleador o compensación en su lugar; (c) falta de pagar los salarios mínimos; (d) falta de pagar salarios por horas extras; (e) falta de pagar los salarios legalmente requeridos; (f) falta de reembolsar gastos comerciales; (g) falta de proporcionar declaraciones de salarios detalladas precisas; (h) falta de pagar oportunamente todos los salarios al momento de la terminación del empleo; (i) falta de mantener registros precisos; (j) falta de proporcionar licencia por enfermedad pagada a la tarifa regular de pago; (k) falta de proporcionar el aviso adecuado sobre los derechos de licencia por enfermedad pagada; (l) falta de proporcionar licencia por enfermedad pagada suplementaria; (m) falta de pagar vacaciones adquiridas y tiempo libre pagado; (n) violaciones de las condiciones estándar de trabajo; (o) negativa a realizar pagos; (p) deducciones ilegales; (q) violaciones salariales estatutarias; (r) falta de producir registros en violación del Código Laboral §§ 226(b)-(c), 1198.5 y 432; (s) consultas criminales y financieras ilegales; (t) trabajo fuera del reloj; (u) falta de incluir todas las formas de remuneración en el cálculo de la tarifa regular, incluidos entre otros bonos no discrecionales, pago por diferencial de turno, pago por supervisión interina, y otros códigos de pago; (v) falta de proporcionar asientos adecuados; y (w) represalias y daños bajo el Código Laboral §§ 98.6 y 1102.5.

#### 4. ¿CÓMO CALCULARÁ EL ADMINISTRADOR MI PAGO?

**Pagos Individuales de la Clase.** El Administrador calculará los Pagos Individuales de la Clase (a) dividiendo el Monto del Acuerdo Neto entre el número total de Semanas Laborales trabajadas por todos los Miembros Participantes de la Clase, y (b) multiplicando el resultado por el número de Semanas Laborales trabajadas por cada Miembro Participante de la Clase individual.

**Pagos Individuales PAGA.** El Administrador calculará los Pagos Individuales PAGA (a) dividiendo \$25,000.00 entre el número total de Períodos de Pago PAGA trabajados por todos los Empleados Agraviados y (b) multiplicando el resultado por el número de Períodos de Pago trabajados por cada Empleado Agraviado individual.

**Impugnaciones de Semanas Laborales/Períodos de Pago.** El número de Semanas Laborales que usted trabajó durante el Período de la Clase y el número de Períodos de Pago PAGA que trabajó durante el Período PAGA, según consta en los registros del Demandado, se indican en la primera página de este Aviso. Usted tiene hasta el 27 de julio de 2026 para impugnar el número de Semanas Laborales

y/o Períodos de Pago acreditados a usted. Puede presentar su impugnación firmando y enviando una carta al Administrador por correo postal, correo electrónico o fax. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

Usted debe respaldar su impugnación enviando copias de talones de pago u otros registros. El Administrador aceptará el cálculo del Demandado sobre las Semanas Laborales y/o Períodos de Pago basado en los registros del Demandado como exacto a menos que usted envíe copias de registros que contengan información en contrario. Debe enviar copias en lugar de los originales porque los documentos no le serán devueltos. El Administrador resolverá las impugnaciones de Semanas Laborales y/o Períodos de Pago basándose en su presentación y en la información proporcionada por los Abogados de la Clase (quienes abogarán en nombre de los Miembros Participantes de la Clase) y los Abogados del Demandado. La decisión del Administrador es final. Usted no puede apelar ni impugnar de otra manera su decisión final.

## 5. ¿CÓMO RECIBIRÉ EL PAGO?

**Miembros Participantes de la Clase.** El Administrador enviará, por correo postal de los EE. UU., un único cheque a cada Miembro Participante de la Clase (es decir, a cada Miembro de la Clase que no se excluya) incluidos aquellos que también califiquen como Empleados Agraviados. El único cheque combinará el Pago Individual de la Clase y el Pago Individual PAGA.

**Miembros No Participantes de la Clase.** El Administrador enviará, por correo postal de los EE. UU., un único cheque de Pago Individual PAGA a cada Empleado Agraviado que se excluya del Acuerdo (es decir, a cada Miembro No Participante de la Clase).

Su cheque será enviado a la misma dirección que este Aviso. Si cambia de dirección, asegúrese de notificar al Administrador lo antes posible. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

## 6. ¿CÓMO ME EXCLUYO DEL ACUERDO DE CLASE?

Presente una carta escrita y firmada con su nombre, dirección actual, número de teléfono y una declaración simple en la que indique que no desea participar en el Acuerdo. El Administrador lo excluirá con base en cualquier escrito que comunique su solicitud de ser excluido. Asegúrese de firmar personalmente su solicitud, identificar la Demanda como *Christian Solis v. Worldwide Flight Services, Inc.*, Tribunal Superior del Condado de Los Ángeles, Caso No. 22STCV04332, e incluir su información de identificación (nombre completo, dirección, número de teléfono, fechas aproximadas de empleo y número de seguro social para fines de verificación). Usted debe hacer la solicitud personalmente. Si otra persona hace la solicitud por usted, no será válida. La solicitud para ser excluido debe ser enviada al Administrador a más tardar el 27 de julio de 2026, o de lo contrario será inválida. La Sección 9 del Aviso contiene la información de contacto del Administrador.

## 7. ¿CÓMO OBJETO EL ACUERDO?

Solo los Miembros Participantes de la Clase tienen derecho a objetar el Acuerdo. Antes de decidir si objeta, es posible que desee ver qué están solicitando los Demandantes y el Demandado al Tribunal que apruebe. Al menos 16 días hábiles del tribunal antes de la Audiencia de Aprobación Final, los Abogados de la Clase y/o los Demandantes presentarán ante el Tribunal (1) una Moción de Aprobación Final que incluye, entre otras cosas, las razones por las que el Acuerdo propuesto es justo, y que establecerá (i) el monto que los Abogados de la Clase solicitan por honorarios de abogados y gastos de litigio; y (ii) el monto que los Demandantes solicitan como Pago por Servicio del Representante de la Clase. A solicitud razonable, los Abogados de la Clase (cuya información de contacto se encuentra en la Sección 9 de este Aviso) le enviarán copias de estos documentos sin costo para usted. También puede verlos en el sitio web del Administrador [solis-v-worldwide-flight-services.phoenixcases.com](https://www.solis-v-worldwide-flight-services.phoenixcases.com) o en el sitio web del Tribunal <https://www.lacourt.ca.gov/pages/lp/access-a-case>.

Un Miembro Participante de la Clase que esté en desacuerdo con cualquier aspecto del Convenio o de la Moción de Aprobación Final puede desear objetar, por ejemplo, que el Acuerdo propuesto es injusto, o que los montos solicitados por los Abogados de la Clase o los Demandantes son demasiado altos o bajos. La fecha límite para enviar objeciones por escrito al Administrador es el 27 de julio de 2026. Asegúrese de decirle al Administrador a qué objeta, por qué objeta y los hechos que respaldan su objeción. Asegúrese de identificar la Demanda *Christian Solis v. Worldwide Flight Services, Inc.*, Tribunal Superior del Condado de Los Angeles, Caso No. 22STCV04332, e incluya su nombre, dirección actual, número de teléfono, fechas aproximadas de empleo con el Demandado y firme la objeción. La Sección 9 de este Aviso contiene la información de contacto del Administrador.

Alternativamente, un Miembro Participante de la Clase puede objetar (o contratar personalmente a un abogado para objetar a su propio costo) asistiendo a la Audiencia de Aprobación Final. Usted (o su abogado) debe estar preparado para decirle al Tribunal a qué objeta, por qué objeta y los hechos que respaldan su objeción. Consulte la Sección 8 de este Aviso (inmediatamente a continuación) para conocer los detalles sobre la Audiencia de Aprobación Final.

## 8. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN FINAL?

Usted puede, pero no está obligado, a asistir a la Audiencia de Aprobación Final el 10 de septiembre de 2026, a las 10:00 a.m. en el Departamento 15 del Tribunal Superior de Los Ángeles, ubicado en 312 North Spring Street, Los Angeles, CA 90012. En la Audiencia, el juez decidirá si otorgará la Aprobación Final del Acuerdo y cuánto del Acuerdo Bruto se pagará a los Abogados de la Clase, a los Demandantes y al Administrador. El Tribunal invitará a los objetantes, a los Abogados de la Clase y a los Abogados de la Defensa a hacer comentarios antes de tomar una decisión. Usted puede asistir (o contratar a un abogado para que asista) ya sea personal o virtualmente a través de LACourtConnect (<https://www.lacourt.org/lacc/>). Consulte el sitio web del Tribunal para obtener la información más actualizada.

Es posible que el Tribunal re programe la Audiencia de Aprobación Final. Debe consultar el sitio web del Tribunal con anticipación o comunicarse con los Abogados de la Clase para verificar la fecha y hora de la Audiencia de Aprobación Final.

## 9. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

El Convenio establece todo lo que el Demandado y los Demandantes han prometido hacer bajo el Acuerdo propuesto. La forma más fácil de leer el Convenio, la Sentencia o cualquier otro documento del Acuerdo es visitar el sitio web de Phoenix Class Action Administration Solutions en [solis-v-worldwide-flight-services.phoenixcases.com](http://solis-v-worldwide-flight-services.phoenixcases.com). También puede llamar o enviar un correo electrónico a los Abogados de la Clase o al Administrador utilizando la información de contacto que se indica a continuación, o consultar el sitio web del Tribunal Superior visitando (<http://www.lacourt.org/casesummary/ui/index.aspx>) e ingresando el Número de Caso de la Demanda, Caso No. 23STCV28645. También puede programar una cita para revisar personalmente los documentos del tribunal en la Oficina del Secretario en el Stanley Mosk Courthouse llamando al (213) 830-0800.

### **NO LLAME POR TELÉFONO AL TRIBUNAL SUPERIOR PARA OBTENER INFORMACIÓN SOBRE EL ACUERDO.**

Abogados de la Clase:

Zachary Crosner  
[zach@crosnerlegal.com](mailto:zach@crosnerlegal.com)  
 Jamie Serb  
[jamie@crosnerlegal.com](mailto:jamie@crosnerlegal.com)  
 Nikki Trenner  
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 9440 Santa Monica Blvd., Suite 301  
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 Cassandra Castro  
 Vincent Granberry  
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 Beverly Hills, California 90211  
 Teléfono: (310) 432-0000  
 Fax: (310) 432-0001

Administrador del Acuerdo:  
 Phoenix Class Action Administration Solutions  
 Dirección Postal: P.O. Box 7208, Orange, CA 92863  
 Teléfono: (800) 523-5773  
 Fax: (949) 209-2503  
 Correo electrónico: [info@phoenixclassaction.com](mailto:info@phoenixclassaction.com)

## 10. ¿QUÉ SUCEDE SI PIERDO MI CHEQUE DEL ACUERDO?

Si pierde o extravía su cheque del Acuerdo antes de cobrarlo, el Administrador lo reemplazará siempre que solicite un reemplazo antes de la fecha de anulación que aparece en el frente del cheque original. Si su cheque ya está anulado, debe consultar al Fondo de Bienes No Reclamados para obtener instrucciones sobre cómo recuperar los fondos.

## 11. ¿QUÉ SUCEDE SI CAMBIO MI DIRECCIÓN?

Para recibir su cheque, debe notificar inmediatamente al Administrador si se muda o cambia de dirección postal de cualquier otra manera.

## **Exhibit B**

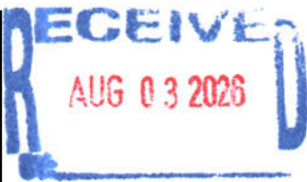
07-23-26

Raymond Jones

Address:

PH#:

SSN:



To whom it concerns, I am writing  
this request for Exclusion, to opt-out of  
Class Settlement

Christian Solis v. Worldwide Flight Services, Inc.  
Los Angeles County  
Superior Court, case# 22STCV04332

I have been employed with WFS since 12-13-23  
until present day.

Thank you

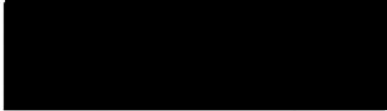
Raymond Jones  
Raymond Jones 07-23-26

SOLWWF4710



7/7/2026

Aida Zeleul Beyene



Solis, et al. v. Worldwide Flight Services, Inc.

c/o Phoenix Settlement Administrators

P.o.Box 7208

Orange, CA 92863

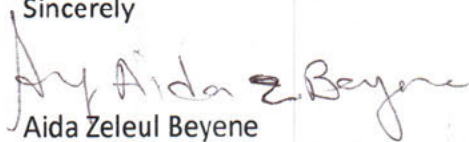
Request for OPT-OUT of class settlement

I Aida Zeleul Beyene would like to be excluded from the class settlement lawsuit of

Christian Solis V. Worldwide Flight Services, Inc.,

Los Angeles County Superior Court, Case No. 22STCV04332.

Sincerely

  
Aida Zeleul Beyene

## **Exhibit C**



# PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

## CASE ASSUMPTIONS

|                       |             |
|-----------------------|-------------|
| Class Members         | 3,325       |
| Opt Out Rate          | 1%          |
| Opt Outs Received     | 33          |
| Total Class Claimants | 3,292       |
| Subtotal Admin Only   | \$25,995.00 |

**Not-to-Exceed Total \$25,995.00**

**For 3325 Class Members**

Pricing Good for Scope of Estimate Only

**September 29, 2025**

**Case: Solis v. Worldwide Flight Services, Inc., Opt-Out Administration wTranslation**

Phoenix Contact: Jodey Lawrence

Contact Number: 949.566.1455

Email: Jodey@phoenixclassaction.com

Requesting Attorney: Nikki Trenner

Firm: Crosner Legal

Contact Number: (424) 332-3757

Email: nikki@crosnerlegal.com

Assumptions and Estimate are based on information provided by counsel. If class size changes, PHX will need to adjust this Estimate accordingly.  
Estimate is based on 3325 Class Members. Class data Must be sent in Microsoft Excel or uploaded in the same format. Class Data Must be sent in one spreadsheet, with no additional programming needed. A rate of \$150 per hour will be charged for any additional analysis or programming. Pricing good for 90 days.

## Case & Database Setup / Toll Free Setup & Call Center / NCOA (USPS)

| Administrative Tasks:        | Rate     | Hours/Units | Line Item Estimate |
|------------------------------|----------|-------------|--------------------|
| Programming Manager          | \$100.00 | 3           | \$300.00           |
| Programming Database & Setup | \$100.00 | 3           | \$300.00           |
| Toll Free Setup*             | \$140.83 | 1           | \$140.83           |
| Call Center & Long Distance  | \$1.95   | 16          | \$31.20            |
| NCOA (USPS)                  | \$250.00 | 2           | \$500.00           |
| Total                        |          |             | \$1,272.03         |

\* Up to 120 days after disbursement

## Data Merger & Scrub / Notice Packet, Opt-Out Form & Postage / Translation / Reporting

| Project Action                   | Rate       | Hours/Units | Line Item Estimate |
|----------------------------------|------------|-------------|--------------------|
| Notice Packet Formatting         | \$100.00   | 3           | \$300.00           |
| Data Merge & Duplication Scrub   | \$0.20     | 3,325       | \$665.00           |
| Notice Packet & Opt-Out Form     | \$1.25     | 3,325       | \$4,156.25         |
| Estimated Postage (up to 2 oz.)* | \$0.74     | 3,325       | \$2,460.50         |
| Static Website                   | \$200.00   | 1           | \$200.00           |
| Language Translation             | \$1,000.00 | 1           | \$1,000.00         |
| Total                            |            |             | \$8,781.75         |

\* Prices good for 90 days. Subject to change with the USPS Rate or change in Notice pages or Translation, if any.



# PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

| Skip Tracing & Remailing Notice Packets / Tracking & Programming Undeliverables |         |             |                    |
|---------------------------------------------------------------------------------|---------|-------------|--------------------|
| Project Action:                                                                 | Rate    | Hours/Units | Line Item Estimate |
| Case Associate                                                                  | \$55.00 | 3           | \$165.00           |
| Skip Tracing Undeliverables                                                     | \$2.00  | 333         | \$665.00           |
| Remail Notice Packets                                                           | \$1.25  | 333         | \$415.63           |
| Estimated Postage                                                               | \$0.87  | 333         | \$289.28           |
| Programming Undeliverables                                                      | \$55.00 | 3           | \$165.00           |
| Total                                                                           |         |             | \$1,699.90         |

| Database Programming / Processing Opt-Outs, Deficiencies or Disputes |          |             |                    |
|----------------------------------------------------------------------|----------|-------------|--------------------|
| Project Action:                                                      | Rate     | Hours/Units | Line Item Estimate |
| Programming Claims Database                                          | \$135.00 | 2           | \$270.00           |
| Non Opt-Out Processing                                               | \$200.00 | 2           | \$400.00           |
| Case Associate                                                       | \$55.00  | 2           | \$110.00           |
| Opt-Outs/Deficiency/Dispute Letters                                  | \$10.00  | 15          | \$150.00           |
| Case Manager                                                         | \$85.00  | 2           | \$170.00           |
| Total                                                                |          |             | \$1,100.00         |

| Calculation & Disbursement Programming/ Create & Manage QSF/ Mail Checks |          |             |                    |
|--------------------------------------------------------------------------|----------|-------------|--------------------|
| Project Action:                                                          | Rate     | Hours/Units | Line Item Estimate |
| Programming Calculations                                                 | \$135.00 | 3           | \$405.00           |
| Disbursement Review                                                      | \$135.00 | 3           | \$405.00           |
| Programming Manager                                                      | \$95.00  | 2           | \$190.00           |
| QSF Bank Account & EIN                                                   | \$100.00 | 2           | \$200.00           |
| Check Run Setup & Printing                                               | \$125.00 | 5           | \$625.00           |
| Mail Class Checks *                                                      | \$1.25   | 3,292       | \$4,114.69         |
| Estimated Postage                                                        | \$0.74   | 3,292       | \$2,435.90         |
| Total                                                                    |          |             | \$8,375.58         |

\* Checks are printed on 8.5 x 11 in. sheets with W2/1099 Tax Filing



# PHOENIX

CLASS ACTION ADMINISTRATION SOLUTIONS

| Tax Reporting & Reconciliation / Re-Issuance of Checks / Conclusion Reports and Declarations |            |             |                    |
|----------------------------------------------------------------------------------------------|------------|-------------|--------------------|
| Project Action:                                                                              | Rate       | Hours/Units | Line Item Estimate |
| Case Supervisor                                                                              | \$135.00   | 5           | \$675.00           |
| Remail Undeliverable Checks<br>(Postage Included)                                            | \$2.50     | 82          | \$205.73           |
| Case Associate                                                                               | \$55.00    | 6           | \$330.00           |
| Reconcile Uncashed Checks                                                                    | \$75.00    | 4           | \$300.00           |
| Conclusion Reports                                                                           | \$100.00   | 3           | \$300.00           |
| Case Manager Conclusion                                                                      | \$85.00    | 3           | \$255.00           |
| Final Reporting & Declarations                                                               | \$100.00   | 2           | \$200.00           |
| IRS & QSF Annual Tax Reporting *<br>(1 State Tax Reporting Included)                         | \$2,500.00 | 1           | \$2,500.00         |
| Total                                                                                        |            |             | \$4,765.73         |

\* All applicable California State & Federal taxes, which include SUI, ETT, and SDI, and FUTA filings. Additional taxes are Defendant's responsibility.

**Estimate Total: \$25,995.00**



CLASS ACTION ADMINISTRATION SOLUTIONS

## **TERMS AND CONDITIONS**

**Provisions:** The case estimate is in good faith and does not cover any applicable taxes and fees. The estimate does not make any provision for any services or class size not delineated in the request for proposal or stipulations. Proposal rates and amounts are subject to change upon further review, with Counsel/Client, of the Settlement Agreement. Only pre-approved changes will be charged when applicable. No modifications may be made to this estimate without the approval of PSA (Phoenix Settlement Administrators). All notifications are mailed in English language only unless otherwise specified. Additional costs will apply if translation into other language(s) is required. Rates to prepare and file taxes are for Federal and California State taxes only. Additional charges will apply if multiple state tax filing(s) is required. **Pricing is good for ninety (90) days.**

**Data Conversion and Mailing:** The proposal assumes that data provided will be in ready-to-use condition and that all data is provided in a single, comprehensive Excel spreadsheet. PSA cannot be liable for any errors or omissions arising due to additional work required for analyzing and processing the original database. A minimum of two (2) business days is required for processing prior to the anticipated mailing date with an additional two (2) business days for a National Change of Address (NCOA) update. Additional time may be required depending on the class size, necessary translation of the documents, or other factors. PSA will keep counsel apprised of the estimated mailing date.

**Claims:** PSA's general policy is to not accept claims via facsimile. However, in the event that facsimile filing of claims must be accepted, PSA will not be held responsible for any issues and/or errors arising out of said filing. Furthermore, PSA will require disclaimer language regarding facsimile transmissions. PSA will not be responsible for any acts or omissions caused by the USPS. PSA shall not make payments to any claimants without verified, valid Social Security Numbers. All responses and class member information are held in strict confidentiality. Additional class members are \$10.00 per opt-out.

**Payment Terms:** All postage charges and 50% of the final administration charges are due at the commencement of the case and will be billed immediately upon receipt of the data and/or notice documents. PSA bills are due upon receipt unless otherwise negotiated and agreed to with PSA by Counsel/Client. In the event the settlement terms provide that PSA is to be paid out of the settlement fund, PSA will request that Counsel/Client endeavor to make alternate payment arrangements for PSA charges that are due at the onset of the case. The entire remaining balance is due and payable at the time the settlement account is funded by Defendant, or no later than the time of disbursement. Amounts not paid within thirty (30) days are subject to a service charge of 1.5% per month or the highest rate permitted by law.

### **Tax Reporting Requirements**

PSA will file the necessary tax returns under the EIN of the QSF, including federal and state returns. Payroll tax returns will be filed if necessary. Under the California Employment Development Department, all taxes are to be reported under the EIN of the QSF with the exception of the following taxes: Unemployment Insurance (UI) and Employment Training Tax (ETT), employer-side taxes, and State Disability Insurance (SDI), an employee-side tax. These are reported under Defendant's EIN. Therefore, to comply with the EDD payroll tax filing requirements we will need the following information:

1. Defendant's California State ID and Federal EIN.
2. Defendant's current State Unemployment Insurance (UI) rate and Employment Training Tax (ETT) rate. This information can be found in the current year DE 2088, Notice of Contribution Rates, issued by the EDD.
3. Termination dates of the class members, or identification of current employee class members, so we can account for the periods that the wages relate to for each class member.
4. An executed Power of Attorney (Form DE 48) from Defendant. This form is needed so that we may report the UI, SDI, and ETT taxes under Defendant's EIN on their behalf. If this form is not provided we will work with the EDD auditors to transfer the tax payments to Defendant's EIN.
5. Defendant is responsible for reporting the SDI portion of the settlement payments on the class member's W-2. PSA will file these forms on Defendant's behalf for an additional fee and will issue an additional W-2 for each class member under Defendant's EIN, as SDI is reported under Defendant's EIN rather than the EIN of the QSF. The Power of Attorney (Form DE 48) will be needed in order for PSA to report SDI payments.