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As individuals on behalf of themselves and
on behalf of all others similarly situated

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**SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF SAN BERNADINO**

JACKIE SHILEVINATZ and SANDRA
BRADFORD, as individuals on behalf of
themselves and on behalf of all others
similarly situated,

Plaintiffs,

v.

AIRPORT TERMINAL SERVICES, INC,
a Missouri corporation; ALLIANCE
GROUND INTERNATIONAL, LLC, a
Delaware corporation; and DOES 1-100,
inclusive,

Defendants.

Case No.: CIVSB2229072

**DECLARATION OF SARA
SCHWERMER-SWEEN
FOR RUST CONSULTING, INC.**

1 I, Sara Schwermer-Sween, declare as follows:

2 1. I am a Program Manager for Rust Consulting, Inc. ("Rust"). My business address
3 is 920 2nd Ave S, Suite 400, Minneapolis, Minnesota 55402. My telephone number is (612) 359-
4 2077. I am over twenty-one years of age and am authorized to make this declaration on behalf of
5 Rust and myself.

6 2. Rust has extensive experience in class action matters, having provided services in
7 class action settlements involving antitrust, securities fraud, property damage, employment
8 discrimination, employment wage and hour, product liability, insurance and consumer issues. We
9 have provided notification and/or claims administration services in more than 8,500 cases. Of
10 these, over 4,000 were Labor & Employment cases.

11 3. Rust was engaged by Counsel for the Plaintiffs and Counsel for the Defendants
12 (collectively the "Parties") to provide notification services in the *Jackie Shilevinatz, et al. v.*
13 *Airport Terminal Services, Inc., et al.* Settlement ("Settlement"). Duties included: a) preparing,
14 printing and mailing of the *Court Approved Notice of Class Action Settlement and Hearing Date*
15 *for Final Court Approval* ("Class Notice"); b) tracking of exclusions, objections and challenges; c)
16 drafting and mailing Settlement Award checks; d) arrange for the creation and maintenance of a
17 publicly available website; and e) for such other tasks as the Parties mutually agree or the Court
18 orders Rust to perform.

19 4. Rust obtained a mailing address of Shilevinatz v Airport Terminal Services, c/o
20 Rust Consulting, Inc. - 8690, P.O. Box 2396, Faribault, Minnesota 55021-9096 to receive
21 exclusions, objections, challenges, undeliverable Class Notices and other communications
22 regarding the Settlement.

23 5. Rust obtained an email address of info@ATSsettlement.com for receiving
24 communications about the Settlement. The email address was included in the Class Notice.

25 6. Rust obtained a toll-free telephone number of (833) 637-5247 for Class Members
26 to call with questions regarding the Settlement. The toll-free telephone number was included in the
27 Class Notice.

1 7. Rust obtained a facsimile number of (248) 733-6474 for receiving communications
2 about the Settlement. The facsimile number was included in the Class Notice.

3 8. Rust obtained a website address of www.rustconsulting.com/cases/shilevinatz and
4 set up a website for the Settlement. The website included a copy of the Settlement Agreement for
5 viewing, downloading and/or printing. The website address was included in the Class Notice.

6 9. On or about June 17, 2024, Rust received text for the Class Notice from Counsel.
7 A draft of the formatted Class Notice, in English and Spanish, was prepared by Rust and approved
8 by the Parties. Attached as Exhibit A is a copy of the final Class Notice in both English and
9 Spanish.

10 10. On or about July 10, 2024, Counsel for the Defendants provided Rust with a
11 mailing list containing Class Member's names, last known addresses, Social Security Numbers
12 and applicable employment information ("Class List"). The Class List contained data for 3,827
13 potential Class Members.

14 11. The mailing addresses contained in the Class List were processed and updated
15 utilizing the National Change of Address Database ("NCOA") maintained by the U.S. Postal
16 Service. The NCOA contains requested changes of address filed with the U.S. Postal Service. In
17 the event that any individual had filed a U.S. Postal Service change of address request, the address
18 listed with the NCOA would be utilized in connection with the mailing of the Class Notice.

19 12. On July 25, 2024, Class Notices were mailed to 3,827 Class Members contained in
20 the Class List via First Class mail. The Class Notice advised Class Members that they could
21 submit an exclusion, objection and/or challenge postmarked by September 8, 2024.

22 13. Rust performed 365 address traces on Class Notices returned as undeliverable for
23 the first time as of September 8, 2024. The address trace utilizes the Class Member's name,
24 previous address and Social Security Number for locating a current address. Of the 365 traces
25 performed, 297 more current addresses were obtained and Class Notices were promptly re-mailed
26 to those Class Members via First Class mail. Of the 365 traces performed, Rust did not obtain
27 updated addresses for 68 undeliverable Class Notices. Of the 297 Class Notices mailed to a more
28

1 current address identified from trace, 25 Class Notices were returned to Rust as undeliverable a
2 second time. As of this date, 93 Class Notices remain undeliverable.

3 14. As of this date, eight (8) Class Notices were returned by the Post Office with
4 forwarding addresses attached as of September 8, 2024. Rust promptly re-mailed Class Notices to
5 those Class Members via First Class mail.

6 15. Re-mailed Class Notices were provided an extended deadline of September 22,
7 2024.

8 16. As of this date, two (2) Class Members challenged the employment information
9 provided by the Defendant. As requested, Rust forwarded these challenges to Counsel for review.
10 Of these challenges, both have been resolved. The two (2) resolved challenges resulted in an
11 additional 78 total Workweeks / Pay Periods.

12 17. As of this date, Rust received four (4) exclusions. Of the exclusions received, three
13 (3) were postmarked on or before September 8, 2024, Brian E. Hayes, Robert V. Jason, and
14 Christine Shedd-Thompson. Donald Campbell postmarked his request for exclusion on
15 September 9, 2024. Attached hereto as Exhibit B are true and correct copies of the requests for
16 exclusion.

17 18. As of this date, Rust received zero (0) objections.

18 19. The total number of workweeks worked by Participating Class Members during the
19 Class Period is 110,168. The original workweek count was 112,131 which triggered the escalator
20 clause in the settlement agreement. The defendant elected to shorten the class period to end at
21 January 8, 2024 which resulted in a final workweek count of 110,246¹ workweeks.

22 20. The Net Settlement Amount available to Participating Class Members is estimated
23 to be \$1,657,003.34 and was calculated by subtracting the requested attorneys' fees (\$871,666.67)
24 the amount requested for litigation costs and expenses (\$20,000.00), the requested Class
25 Representative Service Payments (\$10,000.00), the requested Settlement Administration Costs
26 (\$26,330.00), and the PAGA Payment (\$30,000.00) from the Gross Settlement Amount
27 (\$2,615,000.00).

28 _____
¹ The final workweek count is inclusive of the additional 78 workweeks referenced in paragraph 16.

21. The *highest* Individual Settlement Amount to a Participating Class Member is currently estimated to be approximately \$2,576.02, the *average* Individual Settlement Amount is currently estimated to be approximately \$435.59, and the *lowest* Individual Settlement Amount is currently estimated to be approximately \$14.89. These amounts are subject to employee-side tax and withholdings.

22. Pursuant to the Agreement, 25% of the PAGA Payment (\$7,500.00) will be allocated to Aggrieved Employees regardless of whether they opt out of the class settlement. Aggrieved Employees cannot opt out of the PAGA settlement. There are 2,332 Aggrieved Employees who worked a total of 30,049 pay periods during the PAGA Period.

23. The *highest* individual PAGA share to an Aggrieved Employee is approximately \$11.18, the *average* individual PAGA share is approximately \$3.21, and the *lowest* individual PAGA share is approximately \$0.25.

24. The total cost for the administration of this Settlement, including fees incurred and future costs for completion of the administration is estimated to be \$26,330.00.

25. I declare under penalty of perjury that the above is true and correct to the best of my knowledge and that this Declaration was executed this 19th day of November 2024, at Minneapolis, MN.


SARA SCHWEMER-SWEEN

EXHIBIT A

SHILEVINATZ V AIRPORT TERMINAL SERVICES
C/O RUST CONSULTING INC - 8690
PO BOX 2396
FARIBAULT MN 55021-9096

IMPORTANT LEGAL MATERIALS

Claimant ID #: <<barcode39>>



- UAA - <<SequenceNo>>

* B A R C O D E 3 9 *

<<Name1>>
<<Name2>>
<<Name3>>
<<Name4>>
<<Address1>>
<<Address2>>
<<Address3>>
<<City>> <<State>> <<Zip10>>
<<CountryName>>

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

Jackie Shilevinatz, et al. v. Airport Terminal Services, Inc., et al. CIVSB2229072

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendants Airport Terminal Services, Inc. and Alliance Ground International, LLC ("Defendants") for alleged wage and hour violations. The Action was filed by former employees ("Plaintiffs") of Defendants and seeks (1) back wages and penalties for a class of all current and former non-exempt employees that worked either directly or via a staffing agency for Defendants at any location in California during the Class Period (from October 31, 2018 to January 15, 2024) ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all current and former non-exempt employees that worked either directly or via a staffing agency for Defendants at any location in California during the PAGA Period (October 25, 2021 to January 15, 2024) ("Aggrieved Employees").

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

Based on Defendants' records, and the Parties' current assumptions, your Individual Class Payment is estimated to be \$<<EstimatedAward>> (less withholding) and your Individual PAGA Payment is estimated to be \$<<dec_2>>. 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 Defendants' 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 Defendants' records showing that you worked <<WorkWeeks>> workweeks during the Class Period and you worked <<dec_1>> 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 Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants 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 Defendants.
- 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 Defendants, 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.

Defendants 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 Defendants 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 September 8, 2024. 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.	Defendants 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 September 8, 2024. 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 Action 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 December 17, 2024. 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 September 8, 2024. 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 Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by September 8, 2024. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. The Action accuses Defendants of violating California labor laws by failing to (1) failure to pay minimum wages and liquidated damages thereon; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide accurate, itemized wage statements; (6) failure to provide one day of rest for every workweek; (7) failure to reimburse business expenses; (8) failure to timely pay all wages owed upon termination of employment during the Class Period, including failure to pay vested vacation; (9) failure to timely pay all wage owed during employment; (10) failure to provide sick leave and supplemental paid sick leave; (11) unlawful inquiries into salary history; (12) unlawful background checks; and (13) unfair competition. 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 Action.

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

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants violated any laws. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action 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 Action and enforcing the Agreement, Plaintiffs and Defendants 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, Defendants 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) Defendants have 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?

Defendants Will Pay \$2,615,000 as the Gross Settlement Amount (Gross Settlement). Defendants has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel’s attorney’s fees and expenses, the Administrator’s expenses, and penalties to be paid to the California Labor and Workforce Development Agency (“LWDA”). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 14 business 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 \$871,666.66 (33.33% of the Gross Settlement) to Class Counsel for attorneys’ fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- Up to \$5,000 to each Plaintiff as Class Representative Service Payments for filing the Action, working with Class Counsel and representing the Class. Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs’ Individual Class Payment and any Individual PAGA Payment.
- Up to \$26,330 to the Administrator for services administering the Settlement.
- Up to \$30,000 for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods.

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

Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the “Net Settlement”) by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages (“Wage Portion”) and 90% to penalties and interest (“Non-Wage Portion.”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants 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 Defendants 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 September 8, 2024, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a you or your representative setting forth your name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

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 Defendants based on the PAGA Period facts alleged in the Action.

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

Administrator. The Court has appointed a neutral company, Rust Consulting (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 Defendants have 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 Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on the facts, as alleged in the Action and resolved by this Settlement.

Participating Class Members Release: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint including, all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including, (1) failure to pay minimum wages and liquidated damages thereon; (2) failure to pay overtime wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to provide accurate, itemized wage statements; (6) failure to provide one day of rest for every workweek; (7) failure to reimburse business expenses; (8) failure to timely pay all wages owed upon termination of employment during the Class Period, including failure to pay vested vacation pay; (9) failure to timely pay all wages owed during employment; (10) failure to provide sick leave and supplemental paid sick leave; (11) unlawful inquiries into salary history; (12) unlawful background checks; and (13) unfair competition. 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 Defendants have paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, 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 Defendants or their related entities based on the facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Release: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice including, (1) failure to pay minimum wages and liquidated damages thereon; (2) failure to pay overtime wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to provide accurate, itemized wage statements; (6) failure to provide one day of rest for every workweek; (7) failure to reimburse business expenses; (8) failure to timely pay all wages owed upon termination of employment; (9) failure to timely pay all wages during employment; (10) failure to keep accurate records; (11) failure to produce personnel records upon request; (12) violations of alternative workweek schedule; (13) statutory wage violations; (14) refusal to pay wages due; (15) standard conditions of labor violations; (16) sick leave violations; (17) failure to provide supplemental paid sick leave; (18) failure to pay vested vacation; (19) unlawful deductions; (20) failure to provide suitable seating; (21) unlawful inquiries into salary history; (22) unlawful background checks; and (23) unlawful employment agreements during the PAGA Period.

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 \$7,500 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 Defendants' records, are stated in the first page of this Notice. You have until September 8, 2024 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 Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' 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 Defendants' 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 Action as *Jackie Shilevinatz, et al. v. Airport Terminal Services, Inc., et al.*, 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 September 8, 2024, 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 Defendants 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 Class Representative Service Payments. 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 www.rustconsulting.com/cases/shilevinatz.

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 September 8, 2024. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Jackie Shilevinatz, et al. v. Airport Terminal Services, Inc., et al.* and include your name, current address, telephone number, and approximate dates of employment with Defendants 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 December 17, 2024 at 1:30 p.m. in Department S-17 of the San Bernardino Superior Court. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or by telephone. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www.rustconsulting.com/cases/shilevinatz 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 Defendants 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 Rust Consulting's website at www.rustconsulting.com/cases/shilevinatz. 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.cap.sb-court.org/search>) and entering the Case Number for the Action, Case No CIVSB2229072.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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Fax Number: (248) 733-6474
Email Address: info@ATSsettlement.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.

MATERIALES LEGALES IMPORTANTES

Identificación del Reclamante: <<barcode39>>



* B A R C O D E 3 9 * - <<SequenceNo>>

<<Name1>>

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**AVISO DE CONCILIACIÓN DE DEMANDA COLECTIVA Y FECHA DE AUDIENCIA PARA
APROBACIÓN JUDICIAL DEFINITIVA EMITIDO CON APROBACIÓN DEL TRIBUNAL**

Jackie Shilevinatz, et al. v. Airport Terminal Services, Inc., et al. CIVSB2229072

El Tribunal Superior para el Estado de California autorizó este Aviso. Léalo con atención.

No se trata de correo basura, correo no deseado, publicidad u oferta de servicios de un abogado. No está siendo demandado.

Puede tener derecho a recibir dinero de un litigio de demanda colectiva laboral (la “Demanda”) contra los Demandados Airport Terminal Services, Inc. y Alliance Ground International, LLC (los “Demandados”) por presuntas infracciones a salarios y horas trabajadas. La Demanda fue presentada por exempleados (“Demandantes”) de los Demandados y busca (1) salarios retroactivos y sanciones para un grupo de todos los empleados actuales y exempleados no exentos que trabajaron ya sea directamente o a través de una agencia de dotación de personal para los Demandados en cualquier ubicación en California durante el Periodo del Grupo (desde el 31 de octubre de 2018 al 15 de enero, 2024) (“Miembros del Grupo”); y (2) sanciones en virtud de la Ley de Vigilancia y Presentación de Demandas Laborales por parte de Ciudadanos (Private Attorney General Act, “PAGA”) para todos los empleados no exentos actuales y anteriores que trabajaron ya sea directamente o a través de una agencia de dotación de personal para los Demandados en cualquier lugar de California durante el Periodo de PAGA (25 de octubre de 2021 al 15 de enero de 2024) (“Empleados agraviados”).

La Conciliación propuesta consta de dos partes principales: (1) una Conciliación del Grupo que requiere que los Demandados financien los Pagos individuales del Grupo y (2) una Conciliación de PAGA que requiere que los Demandados financien los Pagos individuales de PAGA y paguen sanciones a la Agencia de Desarrollo del Trabajo y la Fuerza Laboral (Labor and Workforce Development Agency, LWDA) de California.

Según los registros de los Demandados y las suposiciones actuales de las Partes, su Pago individual del Grupo se estima en \$<<EstimatedAward>> (menos las retenciones) y su Pago individual de PAGA se estima en \$<<dec_2>>. La cantidad real que puede recibir probablemente será diferente y dependerá de una serie de factores. (Si no se indicase ningún monto para su Pago individual de PAGA, de acuerdo con los registros de los Demandados, no tiene derecho a recibir un Pago individual de PAGA en virtud de la Conciliación porque no trabajó durante el Periodo de PAGA).

Las estimaciones anteriores se basan en los registros de los Demandados que muestran que usted trabajó <<WorkWeeks>> semanas laborales durante el Periodo del Grupo y trabajó <<dec_1>> periodos de pago durante el Periodo de PAGA. Si creyese que trabajó más semanas laborales durante cualquiera de los períodos, puede presentar una objeción antes de la fecha límite. Consulte la sección 4 de este Aviso.

El Tribunal ya ha aprobado de manera preliminar la Conciliación propuesta y aprobó este Aviso. El Tribunal aún no ha decidido si conceder la aprobación definitiva de la Conciliación. Este proceso tendrá efecto sobre sus derechos legales, independientemente de que actúe o no. Lea este Aviso con detenimiento. Se considerará que lo ha leído y entendido detenidamente. En la Audiencia de aprobación definitiva, el Tribunal decidirá si finalmente aprueba la Conciliación y cuánto de la Conciliación se pagará a los Demandantes y a los abogados de los Demandantes (los “Abogados del Grupo”). El Tribunal también resolverá si asienta una sentencia que requiriese que los Demandados realizaran pagos en virtud de la Conciliación y exigiese que los Miembros del Grupo y los Empleados agraviados renunciaran a sus derechos a entablar determinados reclamos contra los Demandados.

Si hubiese trabajado para los Demandados durante el Periodo del Grupo o el Periodo de PAGA, tiene dos opciones básicas en virtud de la Conciliación:

1. **No hacer nada.** No tiene que hacer nada para participar en la Conciliación propuesta y tener derecho a un Pago individual del Grupo o un Pago individual de PAGA. Sin embargo, como Miembro del Grupo participante, renunciará a su derecho de hacer valer los reclamos salariales del Periodo del Grupo y los reclamos de sanción del Periodo de PAGA contra los Demandados.
2. **Retiro de la Conciliación del Grupo.** Puede excluirse de la Conciliación del Grupo (retirarse) mediante el envío de la Solicitud de exclusión por escrito o al notificárselo de otro modo al Administrador por escrito. Si optase por retirarse de la Conciliación, no recibirá un Pago individual del Grupo. No obstante, preservará su derecho a presentar personalmente reclamos salariales del Periodo del Grupo contra los Demandados y, si fuese un Empleado agraviado, seguirá teniendo derecho a recibir un Pago individual de PAGA. No podrá retirarse de la parte correspondiente a PAGA de la Conciliación propuesta.

Los Demandados no tomarán represalias contra usted por cualquier acción que usted tome respecto a la Conciliación propuesta.

RESUMEN DE SUS DERECHOS Y OPCIONES LEGALES EN ESTA CONCILIACIÓN	
No debe realizar acción alguna para participar en la Conciliación.	Si no hace nada, será un Miembro del Grupo participante, elegible para un Pago individual del Grupo y un Pago individual de PAGA (si lo hubiera). A cambio, renunciará a su derecho a hacer valer los reclamos salariales contra los Demandados que estén cubiertos por esta Conciliación (Reclamos exonerados).
Usted puede retirarse de la Conciliación del Grupo, pero no de la Conciliación de PAGA.	La Fecha límite para retirarse es el 8 de Septiembre de 2024. Si no deseara participar plenamente en la Conciliación propuesta, puede retirarse de la Conciliación del Grupo mediante el envío de una Solicitud de exclusión por escrito al Administrador. Una vez excluido, será un Miembro del Grupo no participante y ya no tendrá derecho a recibir un Pago individual del Grupo. Los Miembros del Grupo no participantes no pueden oponerse a ninguna parte de la Conciliación propuesta. Consulte la sección 6 de este Aviso.
No podrá retirarse de la parte correspondiente a PAGA de la Conciliación propuesta.	Los Demandados deben pagar los Pagos individuales de PAGA a todos los Empleados agraviados y los Empleados agraviados deben renunciar a sus derechos a presentar Reclamos exonerados (definidos a continuación).
Los Miembros del Grupo participantes pueden oponerse a la Conciliación del Grupo, pero no a la Conciliación de Paga.	Las objeciones por escrito deben presentarse a más tardar el 8 de septiembre de 2024. Todos los Miembros del Grupo que no se retiren ("Miembros del Grupo participantes") pueden oponerse a cualquier aspecto de la Conciliación propuesta. La decisión del Tribunal de aprobar de manera definitiva la Conciliación incluirá una determinación de cuánto se pagará a los Abogados del Grupo y a los Demandantes que realizaron la Demanda en nombre del Grupo. Usted no es personalmente responsable de ningún pago a los Abogados del Grupo o a los Demandantes. Aparte de la parte de PAGA de esta Conciliación, usted puede objetar cualquier aspecto de esta Conciliación. Consulte la sección 7 de este Aviso.
Puede participar en la Audiencia de aprobación definitiva.	La Audiencia de aprobación definitiva del Tribunal está programada para el 17 de diciembre del 2024. No tiene que asistir, pero sí tiene el derecho de comparecer (o contratar un abogado para que asista en su nombre a cargo suyo), en persona, por teléfono o mediante la plataforma de comparecencia virtual del Tribunal. Los Miembros del Grupo participantes pueden objetar verbalmente la Conciliación en la Audiencia de aprobación definitiva. Consulte la sección 8 de este Aviso.
Puede impugnar al cálculo de sus semanas laborales/periodos de pago.	Las objeciones escritas deben enviarse a más tardar el 8 de septiembre de 2024. El monto de su Pago individual del Grupo y el Pago de PAGA (si los hubiera) dependen de la cantidad de semanas laborales en las que usted haya trabajado al menos un día durante el Periodo del Grupo y cuántos Periodos de pago en los que haya trabajado al menos un día durante el Periodo de PAGA, respectivamente. La cantidad de Semanas laborales y la cantidad de Periodos de pago que usted trabajó de acuerdo con los registros de los Demandados se indican en la primera página de este Aviso. Si no está de acuerdo con cualquiera de estas cantidades, debe impugnarla a más tardar el 8 de septiembre de 2024. Consulte la sección 4 de este Aviso.

1. ¿SOBRE QUÉ ES LA DEMANDA?

Los Demandantes son exempleados de los Demandados. En la Demanda se acusa a los Demandados de violar las leyes laborales de California por (1) no pagar los salarios mínimos y la compensación predeterminada por daños y perjuicios sobre los mismos; (2) no pagar las horas extras; (3) no proporcionar periodos para comer; (4) no proporcionar periodos de descanso; (5) no proporcionar extractos salariales precisos y detallados; (6) no proporcionar un día de descanso por cada semana laboral; (7) no reembolsar los gastos comerciales; (8) no pagar en el plazo indicado todos los salarios adeudados al momento de la finalización del empleo durante el Periodo del Grupo; incluido el hecho de no pagar de las vacaciones con derechos adquiridos; (9) no pagar en el plazo establecido todo el salario adeudado durante el empleo; (10) no proporcionar licencia por enfermedad y licencia por enfermedad remunerada complementaria; (11) consultas ilegales sobre el historial salarial; (12) verificaciones de antecedentes ilegales; y (13) acciones de competencia desleal. Sobre la base de los mismos reclamos, los Demandantes también han presentado un reclamo por sanciones civiles en virtud de la Ley de Vigilancia y Presentación de Demandas Laborales por parte de Ciudadanos de California (art. 2698 y siguientes del Código de Trabajo) (Private Attorneys General Act, "PAGA"). Los Demandantes están representados por abogados ("Abogados del Grupo") en la Demanda.

Los Demandados niegan firmemente haber infringido cualquier ley o no pagar los salarios alegados y sostienen que cumplieron con todas las leyes aplicables.

2. ¿QUÉ SIGNIFICA QUE LA DEMANDA SE HA CONCILIADO?

Hasta el momento, el Tribunal no ha tomado ninguna determinación sobre si los Demandados violaron alguna ley. Mientras tanto, los Demandantes y los Demandados contrataron a un mediador experimentado y neutral, en un esfuerzo por resolver la Demanda mediante negociación para concluir el caso por medio de un acuerdo (conciliar el caso), en lugar de continuar el proceso de un litigio caro y que implica consumir mucho tiempo. Las negociaciones tuvieron éxito. Al firmar un acuerdo de conciliación escrito extenso (el "Acuerdo") y aceptar solicitar conjuntamente al Tribunal que asentara una sentencia que finalizara la Demanda e hiciera cumplir el Acuerdo, los Demandantes y los Demandados han negociado una Conciliación propuesta que está sujeta a la Aprobación definitiva del Tribunal. Ambas partes aceptan que la Conciliación propuesta es una resolución de los reclamos en disputa. Al aceptar la conciliación, los Demandados no admiten infracción alguna ni conceden el mérito de reclamo alguno.

Los Demandantes y los Abogados del Grupo creen firmemente que la Conciliación es beneficiosa para usted porque consideran que: (1) los Demandados han convenido pagar un importe justo, razonable y adecuado teniendo en cuenta la solidez de los reclamos y los riesgos e incertidumbres de los litigios continuados y (2) la Conciliación obra en el mejor interés de los Miembros del Grupo y los Empleados agraviados. El Tribunal aprobó preliminarmente la Conciliación propuesta como justa, razonable y adecuada, autorizó este Aviso y programó una audiencia para determinar si aprobaba la Conciliación de forma definitiva.

3. ¿CUÁLES SON LOS TÉRMINOS IMPORTANTES DE LA CONCILIACIÓN PROPUESTA?

Los Demandados pagarán \$2,615,000 como Importe de la Liquidación bruta (la Liquidación bruta). Los Demandados han convenido depositar la Liquidación bruta en una cuenta controlada por el Administrador de la Conciliación. El Administrador utilizará la Liquidación bruta para pagar los Pagos individuales del Grupo, los Pagos individuales de PAGA, el Pago de los servicios del Representante del Grupo, los honorarios y gastos de abogados de los Abogados del Grupo, los gastos del Administrador y las sanciones que se pagarán a la Agencia de Desarrollo del Trabajo y la Fuerza Laboral de California (Labor and Workforce Development Agency, "LWDA"). Presumiendo que el Tribunal otorgue la Aprobación definitiva, los Demandados entregarán los fondos de la Liquidación bruta a más tardar 14 días después de que la Sentencia emitida por el Tribunal sea definitiva. La Sentencia será definitiva en la fecha en que el Tribunal asentase la Sentencia o en una fecha posterior si los Miembros del Grupo participantes objetasen la Conciliación propuesta o se apelase la Sentencia.

Deducciones de la Liquidación bruta aprobadas por el Tribunal. En la Audiencia de aprobación definitiva, los Demandantes o los Abogados del Grupo solicitarán al Tribunal que apruebe las siguientes deducciones de la Liquidación bruta, cuyos importes serán decididos por el Tribunal en la Audiencia de aprobación definitiva:

- Hasta \$871,666.66 (33.33% de la Liquidación bruta) a los Abogados del Grupo por honorarios de abogados y hasta \$20,000 por sus gastos de litigio. Hasta la fecha, los Abogados del Grupo han trabajado y contraído gastos en la Demanda sin pago alguno.
- Hasta \$5,000 para cada Demandante como Pago de los servicios del Representante del Grupo por presentar la Demanda, trabajar con los Abogados del Grupo y representar al Grupo. Los Pagos de los servicios del Representante del Grupo serán el único dinero que los Demandantes recibirán aparte del Pago individual del Grupo de los Demandantes y cualquier Pago individual de PAGA.
- Hasta \$26,330 al Administrador por los servicios de administración de la Conciliación.
- Hasta \$30,000 por Sanciones PAGA, de los cuales se asigna el 75 % al Pago de PAGA de LWDA y el 25 % en Pagos individuales de PAGA a los Empleados agraviados en función de sus Periodos de pago del Periodo de PAGA.

Los Miembros del Grupo participantes tienen derecho a objetar cualquiera de estas deducciones. El Tribunal analizará todas las objeciones.

Distribución de la Liquidación neta entre los Miembros del Grupo. Después de realizar las deducciones anteriores en los importes aprobados por el Tribunal, el Administrador distribuirá el resto de la Liquidación bruta (la “Liquidación neta”) realizando Pagos individuales del Grupo a los Miembros del Grupo participantes en función de sus Semanas laborales del Periodo del Grupo.

Impuestos adeudados sobre los pagos a los Miembros del Grupo. Los Demandantes y los Demandados le solicitan al Tribunal que apruebe una asignación del **10 %** de cada Pago individual del Grupo a salarios sujetos a impuestos (la “Parte salarial”) y el 90 % a intereses y sanciones (la “Parte no salarial”). La Parte salarial está sujeta a retenciones salariales y se informará en los Formularios W-2 del Servicio de Rentas Internas (Internal Revenue Service, IRS). Los Demandados pagarán por separado los impuestos sobre la nómina del empleador que adeudase sobre la Parte salarial. Los Pagos individuales de PAGA se cuentan como sanciones en lugar de salarios a efectos fiscales. El Administrador informará los Pagos individuales de PAGA y las Partes no salariales de los Pagos individuales del Grupo en los Formularios 1099 del IRS.

Si bien los Demandantes y los Demandados han aceptado estas asignaciones, ninguna de las partes le está dando asesoramiento sobre si sus Pagos son gravables o cuánto podría adeudar en impuestos. Usted es responsable de pagar todos los impuestos (incluidas las sanciones y los intereses sobre los impuestos atrasados) sobre cualquier pago recibido de la Conciliación propuesta. Debe consultar a un asesor tributario si tiene alguna duda sobre las consecuencias impositivas de la Conciliación propuesta.

Necesidad de cobrar rápidamente los cheques de pago. En el anverso de cada cheque emitido para los Pagos individuales del Grupo y los Pagos individuales de PAGA aparecerá la fecha en la que vence el cheque (la fecha de vencimiento). Si no lo cobrase antes de la fecha de vencimiento, su cheque se cancelará de manera automática y el dinero se depositará en su nombre en el Fondo de bienes no reclamados de la Oficina del Contralor de California. Si el pago representado por su cheque se enviase 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 de la Conciliación del Grupo (solicitudes de retiro). Usted será tratado como Miembro del Grupo participante, con participación plena en la Conciliación, a menos que notifique al Administrador por escrito, a más tardar el 8 de septiembre de 2024, que desea retirarse. La forma más fácil de notificar al Administrador es enviar una Solicitud de exclusión por escrito y firmada a más tardar en la Fecha límite de respuesta. La Solicitud de exclusión debe ser una carta de usted o de su representante en la que se indicase su nombre, dirección actual, número de teléfono y una declaración simple en la que indique que desea ser excluido de la Conciliación. Los Miembros del Grupo excluidos (es decir, los Miembros del Grupo no participantes) no recibirán Pagos individuales del Grupo, pero preservarán sus derechos a presentar personalmente reclamos salariales y por horas contra los Demandados.

No puede retirarse de la parte correspondiente a PAGA de la Conciliación. Los Miembros del Grupo que se excluyesen de la Conciliación del Grupo (los Miembros del Grupo no participantes) siguen teniendo derecho a recibir Pagos individuales de PAGA y deben renunciar a su derecho a presentar reclamos en virtud de la ley PAGA en contra de los Demandados con base en los hechos del Periodo de PAGA alegados en la Demanda.

La Conciliación propuesta será anulada si el Tribunal niega la aprobación definitiva. Es posible que el Tribunal se niegue a otorgar la Aprobación definitiva de la Conciliación o que se niegue a dictar una Sentencia. También es posible que el Tribunal dicte una Sentencia que se revierta en la apelación. Los Demandantes y los Demandados han convenido que, en cualquier caso, la Conciliación será nula: Los Demandados no pagarán dinero alguno y los Miembros del Grupo no renunciarán a reclamo alguno contra los Demandados.

Administrador. El Tribunal ha designado a una empresa neutral, Rust Consulting, Inc. (el “Administrador”) para enviar este Aviso, calcular y realizar pagos y procesar las Solicitudes de exclusión de los Miembros del Grupo. El Administrador también decidirá las Objeciones de los Miembros del Grupo por las Semanas laborales, enviará por correo y reenviará por correo los cheques de liquidación y los formularios de impuestos y realizará otras tareas necesarias para administrar la Conciliación. La información de contacto del Administrador se encuentra en la sección 9 de este Aviso.

Exención de responsabilidad de los Miembros del Grupo participantes. Una vez que la Sentencia sea definitiva y los Demandados hayan financiado plenamente la Liquidación bruta y pagado por separado todos los impuestos sobre la nómina del empleador, se prohibirá legalmente a los Miembros del Grupo participantes hacer valer cualquiera de los reclamos liberados en virtud de la Conciliación. Esto significa que, a menos que hubiese optado por excluirse de manera válida de la Conciliación del Grupo, no puede demandar, continuar demandando o formar parte de ninguna otra demanda contra los Demandados o las entidades relacionadas por salarios basados en los hechos del Periodo del Grupo y sanciones PAGA basadas en los hechos, tal como se alega en la Demanda y se resuelve por esta Conciliación.

Exención de responsabilidad de los Miembros del Grupo participantes: todos los Miembros del Grupo participantes, en su nombre y en el de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores, y cesionarios anteriores y actuales, eximen a las Partes exoneradas de (i) todos los reclamos que se aleguen, o razonablemente podrían haber sido alegados, en función de los hechos establecidos en la Demanda Operativa, lo que incluye todos los reclamos que se alegan, o razonablemente podría haber sido alegados, en función de los hechos establecidos en la Demanda operativa, lo cual incluye reclamos por (1) no pagar salarios mínimos y compensación predeterminada por daños y perjuicios sobre los mismos; (2) no pagar salarios por horas extras; (3) no proporcionar periodos para comer o compensación en lugar de los mismos; (4) no proporcionar periodos de descanso o compensación en lugar de los mismos; (5) no proporcionar información precisa, extractos salariales detallados; (6) no proporcionar un día de descanso por cada semana laboral; (7) no reembolsar los gastos comerciales; (8) no pagar en el plazo establecido todos los salarios adeudados al momento de la finalización del empleo durante el Periodo del Grupo; incluido el hecho de no haber pagado vacaciones con derechos adquiridos; (9) no pagar en el plazo establecido todos los salarios adeudados durante el empleo; (10) no proporcionar licencia por enfermedad y licencia por enfermedad con goce de sueldo complementaria; (11) consultas ilegales sobre el historial salarial; (12) verificaciones de antecedentes ilegales; y (13) competencia desleal. Excepto según se establece en la sección 5.3 del Acuerdo de conciliación, los Miembros del Grupo participantes no renuncian a ningún otro reclamo, incluidos los reclamos por beneficios adquiridos, despido improcedente, cualquier infracción de la Ley de Igualdad en el Empleo y la Vivienda (Fair Employment and Housing Act), seguro de desempleo, discapacidad, seguro social, indemnización por accidentes de trabajo o reclamos basados en hechos que ocurriesen fuera del Periodo del Grupo.

Exención PAGA para Empleados agraviados. Después de que la sentencia del Tribunal fuese declarada como definitiva y los Demandados hubiesen pagado la Liquidación bruta y hubiesen pagado por separado los impuestos sobre la nómina salarial que recaen sobre el empleador, se prohibirá a todos los Empleados agraviados que presentasen reclamos PAGA contra los Demandados, independientemente de que se hubiesen excluido o no de la Conciliación. Esto significa que todos los Empleados agraviados, incluidos aquellos que fuesen Miembros del Grupo participantes y aquellos que hubiesen optado por retirarse de la Conciliación del Grupo, no pueden demandar, continuar demandando o participar en cualquier otro reclamo PAGA contra los Demandados o sus entidades relacionadas con fundamento en los hechos alegados en la Demanda y resueltos por esta Conciliación.

La Exención para Empleados agraviados: Se considera que todos los Empleados agraviados eximen, en su nombre y en el de sus respectivos representantes, agentes, abogados, herederos, administradores, sucesores y cesionarios anteriores y actuales, a las Partes exoneradas, de todos los reclamos por sanciones de la ley PAGA que se alegaron, o razonablemente podrían haber sido alegados, en función de los hechos del Periodo de PAGA establecidos en la Demanda operativa y el Aviso de la PAGA, lo cual incluye reclamos por: (1) no pagar salarios mínimos y compensación predeterminada por daños y perjuicios sobre los mismos; (2) no pagar salarios por horas extras; (3) no proporcionar periodos para comer o compensación en lugar de los mismos; (4) no proporcionar periodos de descanso o compensación en lugar de los mismos; (5) no proporcionar extractos salariales precisos y detallados; (6) no proporcionar un día de descanso por cada semana laboral; (7) no reembolsar los gastos comerciales; (8) no pagar en el plazo establecido todos los salarios adeudados al momento de la finalización del empleo; (9) no pagar en el plazo establecido todos los salarios durante el empleo; (10) no mantener registros precisos; (11) no presentar registros de personal cuando se solicitan; (12) violaciones del horario alternativo de la semana laboral; (13) violaciones salariales legales; (14) negativa a pagar los salarios adeudados; (15) violaciones a las condiciones estándar de trabajo; (16) violaciones de licencia por enfermedad; (17) no proporcionar licencia por enfermedad remunerada complementaria; (18) no pagar las vacaciones con derechos adquiridos; (19) deducciones ilegales; (20) no proporcionar asientos adecuados; (21) consultas ilegales sobre el historial salarial; (22) verificaciones de antecedentes ilegales; y (23) acuerdos de empleo ilegales durante el Periodo de PAGA.

4. ¿CÓMO CALCULARÁ EL ADMINISTRADOR MI PAGO?

Pagos individuales del Grupo. El Administrador calculará los Pagos individuales del Grupo (a) dividiendo el Importe de la Liquidación neta entre la cantidad total de Semanas laborales trabajadas por todos los Miembros del Grupo participantes y (b) multiplicando el resultado por las Semanas laborales de cada Miembro del Grupo participante individual.

Pagos individuales de PAGA. El Administrador calculará los Pagos individuales de PAGA al (a) dividir \$7,500 entre la cantidad total de Periodos de pago de PAGA trabajados por todos los Empleados agraviados y (b) multiplicar el resultado por la cantidad de Periodos de pago trabajados por cada Empleado agraviado individual.

Objeciones a las semanas laborales/periodos de pago. La cantidad de Semanas laborales que trabajó durante el Periodo del Grupo y la cantidad de Periodos de pago de PAGA que trabajó durante el Periodo de PAGA, según se registra en los registros de los Demandados, se indican en la primera página de este Aviso. Tiene hasta el 8 de septiembre de 2024 para impugnar la cantidad de Semanas laborales o Periodos de pago que se le acreditan. Puede enviar su objeción al firmar y enviar una carta al Administrador por correo postal, correo electrónico o fax. La sección 9 de este Aviso contiene la información de contacto del Administrador.

Debe respaldar su objeción mediante el envío de copias de recibos de pago u otros registros. El Administrador aceptará el cálculo que hacen los Demandados de las Semanas laborales o los Periodos de pago con base en la exactitud en los registros de los Demandados, a menos que usted envíe copias de registros que contuviesen información contraria. Debe enviar copias en lugar de originales porque los documentos no se le devolverán. El Administrador resolverá las objeciones de Semanas laborales o Periodos de pago en función de la información que usted suministre y de la información que aporten los Abogados del Grupo (que abogarán en nombre de los Miembros del Grupo participantes) y los Abogados de los Demandados. La decisión del Administrador es definitiva. No puede apelar ni impugnar la decisión definitiva que este emita.

5. ¿CÓMO SE ME PAGARÁ?

Miembros del Grupo participantes. El Administrador enviará, por correo postal de los EE. UU., un solo cheque a cada Miembro del Grupo participante (es decir, a cada Miembro del Grupo que no se retire), incluidos aquellos que también cumplieren los debidos requisitos para ser considerados Empleados agraviados. El cheque único combinará el Pago individual del Grupo y el Pago individual de PAGA.

Miembros del Grupo no participantes. El Administrador enviará, por correo postal de los EE. UU., un único cheque de Pago individual de PAGA a cada Empleado agraviado que optase por no participar en la Conciliación (es decir, cada Miembro del Grupo no participante).

Su cheque se enviará a la misma dirección que este Aviso. Si cambia su 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 RETIRO DE LA CONCILIACIÓN DEL GRUPO?

Envíe una carta escrita y firmada con su nombre, dirección actual, número de teléfono y una declaración simple de que no desea participar en la Conciliación. El Administrador le excluirá en función de cualquier escrito que comunique su solicitud de ser excluido. Asegúrese de firmar personalmente su solicitud, identificar la Demanda como *Jackie Shilevinatz, et al. v. Airport Terminal Services, Inc., et al.*, e incluir su información de identificación (nombre completo, dirección, número de teléfono, fechas aproximadas de empleo y número de seguridad social para fines de verificación). Debe realizar la solicitud usted mismo. Si otra persona realiza la solicitud por usted, no será válida. El Administrador debe recibir su solicitud para ser excluido a más tardar el 8 de septiembre de 2024, o no será válida. La sección 9 del Aviso contiene la información de contacto del Administrador.

7. ¿CÓMO PUEDO OBJETAR LA CONCILIACIÓN?

Solo los Miembros del Grupo participantes tienen derecho a oponerse a la Conciliación. Antes de decidir si objeta, podría desear ver lo que los Demandantes y los Demandados le solicitan al Tribunal que apruebe. Al menos 16 días antes de la Audiencia de aprobación definitiva, los Abogados del Grupo o los Demandantes presentarán ante el Tribunal (1) una moción de aprobación definitiva que incluya, entre otras cosas, los motivos por los que la Conciliación propuesta es justa, y que indique (i) el importe que los Abogados del Grupo solicitan para los honorarios de abogados y gastos de litigio; y (ii) el importe que los Demandantes solicitan como Pagos de los servicios del Representante del Grupo. Previa solicitud razonable, los Abogados del Grupo (cuya información de contacto se encuentra en la sección 9 de este Aviso) le enviarán copias de estos documentos sin costo alguno para usted. También puede verlos en el sitio web del Administrador www.rustconsulting.com/cases/shilevinatz

El Miembro del Grupo participante que no estuviese de acuerdo con algún aspecto del Acuerdo o la Solicitud de aprobación definitiva podría desear objetar, por ejemplo, que la Conciliación propuesta es injusta o que los importes solicitados por los Abogados del Grupo o por los Demandantes son demasiado altos o demasiado bajos. La fecha límite para enviar las objeciones por escrito al Administrador es el 8 de septiembre de 2024. Asegúrese de informarle al Administrador qué objeta, por qué objeta y los hechos que respaldasen su objeción. Asegúrese de identificar la Demanda *Jackie Shilevinatz, et al. v. Airport Terminal Services, Inc., et al.* e incluya su nombre, dirección actual, número de teléfono y fechas aproximadas de empleo con los Demandados y firme la objeción. La sección 9 de este Aviso contiene la información de contacto del Administrador.

Como alternativa, un Miembro del Grupo participante puede oponerse (o contratar personalmente a un abogado para que se oponga a su propio costo) asistiendo a la Audiencia de aprobación definitiva. Usted (o su abogado) debe estar listo para decirle al Tribunal a qué se opone, por qué se opone y cualquier hecho que respalde su objeción. Consulte la sección 8 de este Aviso (inmediatamente a continuación) para obtener detalles específicos sobre la Audiencia de aprobación definitiva.

8. ¿PUEDO ASISTIR A LA AUDIENCIA DE APROBACIÓN DEFINITIVA?

Usted puede asistir a la Audiencia de aprobación definitiva, pero no tiene que hacerlo, el 17 de diciembre del 2024 a las 1:30 p.m. en el Departamento S-17 del Tribunal Superior de San Bernardino. En la Audiencia, el juez decidirá si va a otorgar la Aprobación definitiva de la Conciliación y cuánto de la Liquidación bruta se pagará a los Abogados del Grupo, a los Demandantes y al Administrador. El Tribunal recibirá los comentarios de los objetores, los Abogados del Grupo y los Abogados de la defensa antes de tomar una decisión. Puede asistir (o contratar a un abogado para que asista) de forma personal o por teléfono. Consulte el sitio web del Tribunal para obtener la información más actualizada.

Es posible que el Tribunal re programe la Audiencia de aprobación definitiva. Debe consultar el sitio web del Administrador www.rustconsulting.com/cases/shilevinatzv de antemano o ponerse en contacto con los Abogados del Grupo para verificar la fecha y hora de la Audiencia de aprobación definitiva.

9. ¿CÓMO PUEDO OBTENER MÁS INFORMACIÓN?

El Acuerdo establece todo lo que los Demandados y los Demandantes han prometido hacer en virtud de la Conciliación propuesta. La forma más fácil de leer el Acuerdo, la Sentencia o cualquier otro documento de la Conciliación es ir al sitio web de Rust Consulting, Inc. en www.rustconsulting.com/cases/shilevinatz. También puede llamar por teléfono o enviar un correo electrónico a los Abogados del Grupo o al Administrador utilizando la información de contacto que se indica a continuación, o consultar el sitio web del Tribunal Superior en (<http://www.cap.sb-court.org/search>) e introducir el Número de caso para la Demanda, n.º de caso CIVSB2229072.

NO LLAME POR TELÉFONO AL TRIBUNAL SUPERIOR PARA OBTENER INFORMACIÓN SOBRE LA CONCILIACIÓN.

Abogados del Grupo: CROSNER LEGAL, PC
CROSNER LEGAL, PC
Zachary Crosner
zach@crosnerlegal.com
Jamie Serb
jamie@crosnerlegal.com
Nikki Trenner
nikki@crosnerlegal.com
9440 Santa Monica Blvd., Suite 301
Beverly Hills, CA 90210
Teléfono: (866) 276-7637
Fax: (310) 510-6429

Shilevinatz v. Airport Terminal Services
c/o Rust Consulting, Inc. - 8690
Po Box 2396
Faribault, MN 55021-9096
Teléfono: (833) 637-5247
Fax: (248) 733-6474
Email Address: info@ATSsettlement.com

10. ¿QUÉ SUCEDE SI PERDIESE MI CHEQUE EN VIRTUD DE LA CONCILIACIÓN?

Si perdiese o extraviase su cheque en virtud de la Conciliación antes de cobrarlo, el Administrador se lo sustituirá siempre que solicitase el reemplazo antes de la fecha de vencimiento que figura en el anverso del cheque original. Si su cheque ya estuviese anulado, debe consultar con el Fondo de bienes no reclamados para recibir instrucciones sobre cómo recuperar los fondos.

11. ¿QUÉ SUCEDE SI CAMBIO MI DIRECCIÓN?

Para recibir su cheque, debe notificar de inmediato al Administrador en caso de que se mude o si su dirección postal cambia.

EXHIBIT B

Jackie Shilevinatz, et al v. Airport Terminal Services, Inc et al CIVSB2229072
Brian Hayes

[REDACTED]

Phone

[REDACTED]

I Brian Hayes am electing to be excluded
from the settlement.

Brian Hayes

PRIORITY® FLAT RATE ENVELOPE
MAIL ONE RATE ■ ANY WEIGHT
APPLY PRIORITY MAIL POSTAGE HERE

Retail

U.S. POSTAGE PAID
PM
LOS ALAMITOS, CA 90720
SEP 04, 2024

Brian Hayes

RDC 03 0 Lb 0.50 Oz \$2824HS04455-14

55021

\$9.85

*Shlevinatz v. Airport Terminal Services
EC/o Rust Consulting, Inc - 8690
PO Box 2396
Fairbault, MN 55021-9096*

EXPECTED DELIVERY DAY: 09/06/24

USPS TRACKING® #



9505 5140 2033 4248 3723 00

EP14H February 2023 Outer Dimension: 10 x 5

FROM:
ROBERT V JASON

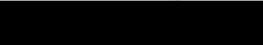


TO:
RUST CONSULTING INC 8690
PO BOX 2396
FARIBAULT MN 55021
RE: Shilevinatz V Airport Terminal Services CIVSB2229072

Claimant ID #0000019194

Dear Rust Consulting,
I do not wish to participate in this Settlement.
Jackie Shilevinatz et al V Airport Terminal Services et al.

My approx dates of employment
Dec 2004 - Apr 2023.



Signed

Robert V. Jason

Fwd: Regarding Jackie Shilevinatz, et al. v. Airport Terminal Services

Subscribe ☐

0 views



Christine Shedd-Thompson <christine.sheddthompson@gmail.com>
to info@atssettlement.com

Aug 30, 2024, 7:54:16 PM (4 days ago)



Dear Administrator,

Please find my letter attached containing two items: my request for exclusion from this settlement, and my challenge to the workweeks I worked during the PAGA period. Pay slips are attached for these dates.

Please reach out if anything else is required.

Thank you,
Christine Shedd-Thompson



0798_001.pdf



Pay Date 2021-1...



Pay Date 2021-1...



Pay Date 2021-1...



Pay Date 2021-1...



Statement for Ja...



Statement for Ja...



Statement for Fe...

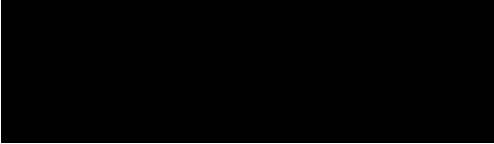


Statement for Fe...

Request for Exclusion from the Class Action Settlement Form

Jackie Shilevinatz, et al. v. Airport Terminal Services

Christine Shedd-Thompson



Dates of employment: July 16, 2019 - February 11, 2022

Dear Administrator,

There are two points I would like to address in my letter:

1. I would like to request to be excluded from this class action settlement as I already have an ongoing wage claim against this company.
2. I would also like to challenge the number of workweeks I worked during the PAGA period, which was listed as 0 in my letter. I did work during the PAGA period of October 25, 2021 to January 15, 2025. I worked there during the time of October 25, 2021 – February 11, 2022.

Please let me know if you need any additional information.

Sincerely,

Christine Shedd-Thompson

A handwritten signature in cursive script that reads "Christine Shedd-Thompson".

8/30/2024

CO. FILE DEPT. CLOCK VCHR. NO. 030
NG8 041652 003020 ONT01 0000511669 1

Earnings Statement



AIRPORT TERMINAL SERVICES
940 WESTPORT PLAZA DRIVE
SUITE 101
ST. LOUIS , MO 63146

Period Beginning: 12/06/2021
Period Ending: 12/19/2021
Pay Date: 12/23/2021

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
CA: 0

CHRISTINE SHEDD-THOMPSON

Social Security Number: XXX-XX-9971

Earnings	rate	hours	this period	year to date
Regular	16.4800	65.12	1,073.18	18,327.14
Overtime	24.7200	.37	9.15	1,228.56
Holidayworkot				43.96
Holidayworkus				340.87
HRFRDOLLAR				546.08
Mealtimeviolate				105.44
Premium 15				6.75
Prem1_50Otus				4.31
Splitshiftprem				51.92
Gross Pay			\$1,082.33	20,655.03

Other Benefits and

Information	this period	total to date
Sick Available	43.00	433.00
Totl Hrs Worked	65.49	

Important Notes

EMPLOYER PHONE #: 314-739-1900

BASIS OF PAY: HOURLY

Deductions	Statutory	
Federal Income Tax	-103.99	1,911.87
Social Security Tax	-67.10	1,280.61
Medicare Tax	-15.70	299.50
CA State Income Tax	-18.14	327.35
CA SDI Tax	-12.99	247.86
Net Pay	\$864.41	
SAVINGS	-864.41	
Net Check	\$0.00	

Your federal taxable wages this period are
\$1,082.33

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AIRPORT TERMINAL SERVICES
940 WESTPORT PLAZA DRIVE
SUITE 101
ST. LOUIS , MO 63146

Advice number: 00000511669
Pay date: 12/23/2021

Deposited to the account of	account number	transit ABA	amount
CHRISTINE SHEDD-THOMPSON	xxxx1935	xxxx xxxx	\$864.41

THIS IS NOT A CHECK

NON-NEGOTIABLE

CO. FILE DEPT. CLOCK VCHR. NO. 030
NG6 041652 003020 ONT01 0000491633 1

Earnings Statement



AIRPORT TERMINAL SERVICES
940 WESTPORT PLAZA DRIVE
SUITE 101
ST. LOUIS , MO 63146

Period Beginning: 11/22/2021
Period Ending: 12/05/2021
Pay Date: 12/10/2021

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
CA: 0

CHRISTINE SHEDD-THOMPSON

Social Security Number: XXX-XX-9971

Earnings	rate	hours	this period	year to date
Regular	16.4800	60.33	994.24	17,253.96
Overtime	24.7200	2.65	65.51	1,219.41
Holidayworkus	24.7189	4.02	99.37	340.87
Holidayworkot				43.96
HRFRDOLLAR				546.08
Mealtimeviolate				105.44
Premium 15				6.75
Prem1_50Otus				4.31
Splitshiftprem				51.92
Gross Pay			\$1,159.12	19,572.70

Other Benefits and Information	this period	total to date
Sick Available	41.00	390.00
Totl Hrs Worked	62.98	

Important Notes

EMPLOYER PHONE #: 314-739-1900

BASIS OF PAY: HOURLY

Deductions	Statutory	
Federal Income Tax	-113.20	1,807.88
Social Security Tax	-71.87	1,213.51
Medicare Tax	-16.80	283.80
CA State Income Tax	-21.52	309.21
CA SDI Tax	-13.91	234.87
Net Pay	\$921.82	
SAVINGS	-921.82	
Net Check	\$0.00	

Your federal taxable wages this period are
\$1,159.12

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AIRPORT TERMINAL SERVICES
940 WESTPORT PLAZA DRIVE
SUITE 101
ST. LOUIS , MO 63146

Advice number: 00000491633
Pay date: 12/10/2021

Deposited to the account of	account number	transit ABA	amount
CHRISTINE SHEDD-THOMPSON	xxxx1935	xxxx xxxx	\$921.82

THIS IS NOT A CHECK

NON-NEGOTIABLE

CO. FILE DEPT. CLOCK VCHR. NO. 030
NG8 041652 003020 ONT01 0000471652 1

Earnings Statement



AIRPORT TERMINAL SERVICES
940 WESTPORT PLAZA DRIVE
SUITE 101
ST. LOUIS , MO 63146

Period Beginning: 11/08/2021
Period Ending: 11/21/2021
Pay Date: 11/26/2021

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
CA: 0

CHRISTINE SHEDD-THOMPSON

Social Security Number: XXX-XX-9971

Earnings	rate	hours	this period	year to date
Regular	16.4800	77.23	1,272.75	16,259.72
Overtime	24.7200	17.02	420.74	1,153.90
Mealtimewiolate	16.4800	1.00	16.48	105.44
Holidayworkot				43.96
Holidayworkus				241.50
HRFRDOLLAR				546.08
Premium 15				6.75
Prem1_50Otus				4.31
Splitshiftprem				51.92
Gross Pay			\$1,709.97	18,413.58

Other Benefits and

Information	this period	total to date
Sick Available	38.00	349.00
Totl Hrs Worked	94.25	

Important Notes

EMPLOYER PHONE #: 314-739-1900

BASIS OF PAY: HOURLY

Deductions	Statutory	
Federal Income Tax	-179.30	1,694.68
Social Security Tax	-106.02	1,141.64
Medicare Tax	-24.80	267.00
CA State Income Tax	-51.20	287.69
CA SDI Tax	-20.52	220.96
Net Pay	\$1,328.13	
SAVINGS	-1,328.13	
Net Check	\$0.00	

Your federal taxable wages this period are
\$1,709.97

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AIRPORT TERMINAL SERVICES
940 WESTPORT PLAZA DRIVE
SUITE 101
ST. LOUIS , MO 63146

Advice number: 00000471652
Pay date: 11/26/2021

Deposited to the account of	account number	transit ABA	amount
CHRISTINE SHEDD-THOMPSON	xxxx1935	xxxx xxxx	\$1,328.13

THIS IS NOT A CHECK

NON-NEGOTIABLE

CO. FILE DEPT. CLOCK VCHR. NO. 030
NG8 041652 003020 ONT01 0000451655 1

Earnings Statement



AIRPORT TERMINAL SERVICES
940 WESTPORT PLAZA DRIVE
SUITE 101
ST. LOUIS , MO 63146

Period Beginning: 10/25/2021
Period Ending: 11/07/2021
Pay Date: 11/12/2021

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
CA: 0

CHRISTINE SHEDD-THOMPSON

Social Security Number: XXX-XX-9971

Earnings	rate	hours	this period	year to date
Regular	16.4800	71.30	1,175.02	14,986.97
Overtime	24.7200	14.75	364.62	733.16
Mealtimewiolate	16.4800	2.00	32.96	88.96
Holidayworkot				43.96
Holidayworkus				241.50
HRFRDOLLAR				546.08
Premium 15				6.75
Prem1_50Otus				4.31
Splitshiftprem				51.92
Gross Pay			\$1,572.60	16,703.61

Other Benefits and

Information	this period	total to date
Sick Available	35.00	311.00
Totl Hrs Worked	86.05	

Important Notes

EMPLOYER PHONE #: 314-739-1900

BASIS OF PAY: HOURLY

Deductions	Statutory	
Federal Income Tax	-162.82	1,515.38
Social Security Tax	-97.50	1,035.62
Medicare Tax	-22.80	242.20
CA State Income Tax	-42.13	236.49
CA SDI Tax	-18.87	200.44
Net Pay	\$1,228.48	
SAVINGS	-1,228.48	
Net Check	\$0.00	

Your federal taxable wages this period are
\$1,572.60

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AIRPORT TERMINAL SERVICES
940 WESTPORT PLAZA DRIVE
SUITE 101
ST. LOUIS , MO 63146

Advice number: 00000451655
Pay date: 11/12/2021

Deposited to the account of	account number	transit ABA	amount
CHRISTINE SHEDD-THOMPSON	xxxx1935	xxxx xxxx	\$1,228.48

THIS IS NOT A CHECK

NON-NEGOTIABLE

CO. FILE DEPT. CLOCK VCHR. NO. 030
NG8 041652 003020 ONT01 0000031728 1

Earnings Statement



AIRPORT TERMINAL SERVICES
940 WESTPORT PLAZA DRIVE
SUITE 101
ST. LOUIS , MO 63146

Period Beginning: 01/03/2022
Period Ending: 01/16/2022
Pay Date: 01/21/2022

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
CA: 0

CHRISTINE SHEDD-THOMPSON

Social Security Number: XXX-XX-9971

Earnings	rate	hours	this period	year to date
Regular	16.4800	77.31	1,274.07	2,457.33
Overtime	24.9062	5.12	127.52	315.41
Overtime	25.1212	2.97	74.61	
Premium 15			40.03	46.63
Prem1_50Otus			9.22	9.22
Holidayworkus				86.52
Mealtimewiolate				16.48
Gross Pay			\$1,525.45	2,931.59

Other Benefits and

Information	this period	total to date
Sick Available	48.00	93.00
Totl Hrs Worked	85.40	

Important Notes

EMPLOYER PHONE #: 314-739-1900

BASIS OF PAY: HOURLY

Deductions	Statutory	
Federal Income Tax	-155.07	295.83
Social Security Tax	-94.58	181.76
Medicare Tax	-22.12	42.51
CA State Income Tax	-36.34	67.43
CA SDI Tax	-16.78	32.25
Net Pay	\$1,200.56	
SAVINGS	-1,200.56	
Net Check	\$0.00	

Your federal taxable wages this period are
\$1,525.45

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AIRPORT TERMINAL SERVICES
940 WESTPORT PLAZA DRIVE
SUITE 101
ST. LOUIS , MO 63146

Advice number: 00000031728
Pay date: 01/21/2022

Deposited to the account of	account number	transit ABA	amount
CHRISTINE SHEDD-THOMPSON	xxxx1935	xxxx xxxx	\$1,200.56

THIS IS NOT A CHECK

NON-NEGOTIABLE

CO. FILE DEPT. CLOCK VCHR. NO. 030
NG8 041652 003020 ONT01 0000011668 1

Earnings Statement



AIRPORT TERMINAL SERVICES
940 WESTPORT PLAZA DRIVE
SUITE 101
ST. LOUIS , MO 63146

Period Beginning: 12/20/2021
Period Ending: 01/02/2022
Pay Date: 01/07/2022

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
CA: 0

CHRISTINE SHEDD-THOMPSON

Social Security Number: XXX-XX-9971

Earnings	rate	hours	this period	year to date
Regular	16.4800	71.80	1,183.26	1,183.26
Overtime	24.7877	4.57	113.28	113.28
Holidayworkus	24.7200	3.50	86.52	86.52
Mealtimeviolate	16.4800	1.00	16.48	16.48
Premium 15			6.60	6.60
Gross Pay			\$1,406.14	1,406.14

Other Benefits and Information

	this period	total to date
Sick Available	45.00	45.00
Totl Hrs Worked	76.37	

Important Notes

EMPLOYER PHONE #: 314-739-1900

BASIS OF PAY: HOURLY

Deductions	Statutory	
Federal Income Tax	-140.76	140.76
Social Security Tax	-87.18	87.18
Medicare Tax	-20.39	20.39
CA State Income Tax	-31.09	31.09
CA SDI Tax	-15.47	15.47
Net Pay	\$1,111.25	
SAVINGS	-1,111.25	
Net Check	\$0.00	

Your federal taxable wages this period are
\$1,406.14

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AIRPORT TERMINAL SERVICES
940 WESTPORT PLAZA DRIVE
SUITE 101
ST. LOUIS , MO 63146

Advice number: 00000011668
Pay date: 01/07/2022

Deposited to the account of	account number	transit ABA	amount
CHRISTINE SHEDD-THOMPSON	xxxx1935	xxxx xxxx	\$1,111.25

THIS IS NOT A CHECK

NON-NEGOTIABLE

CO. FILE DEPT. CLOCK VCHR. NO. 030
NG8 041652 003020 ONT01 0000051623 1

Earnings Statement



AIRPORT TERMINAL SERVICES
940 WESTPORT PLAZA DRIVE
SUITE 101
ST. LOUIS, MO 63146

Period Beginning: 01/17/2022
Period Ending: 01/30/2022
Pay Date: 02/04/2022

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
CA: 0

CHRISTINE SHEDD-THOMPSON

Social Security Number: XXX-XX-9971

Earnings	rate	hours	this period	year to date
Regular	16.4800	72.14	1,188.87	3,646.20
Overtime	24.7200	1.70	42.03	385.27
Overtime	24.8482	1.12	27.83	
Premium 15			6.75	53.38
Prem1_50Otus			2.51	11.73
Holidayworkus				86.52
Mealtimeviolate				16.48
Gross Pay			\$1,267.99	4,199.58

Other Benefits and

Information	this period	total to date
Sick Available	49.00	142.00
Totl Hrs Worked	74.96	

Important Notes

EMPLOYER PHONE #: 314-739-1900

BASIS OF PAY: HOURLY

Deductions	Statutory	
Federal Income Tax	-124.18	420.01
Social Security Tax	-78.61	260.37
Medicare Tax	-18.38	60.89
CA State Income Tax	-25.01	92.44
CA SDI Tax	-13.95	46.20
Net Pay	\$1,007.86	
SAVINGS	-1,007.86	
Net Check	\$0.00	

Your federal taxable wages this period are
\$1,267.99

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AIRPORT TERMINAL SERVICES
940 WESTPORT PLAZA DRIVE
SUITE 101
ST. LOUIS, MO 63146

Advice number: 00000051623
Pay date: 02/04/2022

Deposited to the account of	account number	transit ABA	amount
CHRISTINE SHEDD-THOMPSON	xxxx1935	xxxx xxxx	\$1,007.86

THIS IS NOT A CHECK

NON-NEGOTIABLE

CO. FILE DEPT. CLOCK VCHR. NO. 030
NG8 041652 003020 ONT01 0000075681 1

Earnings Statement



AIRPORT TERMINAL SERVICES
940 WESTPORT PLAZA DRIVE
SUITE 101
ST. LOUIS , MO 63146

Period Beginning: 01/31/2022
Period Ending: 02/13/2022
Pay Date: 02/18/2022

Taxable Marital Status: Single
Exemptions/Allowances:
Federal: 0
CA: 0

CHRISTINE SHEDD-THOMPSON

Social Security Number: XXX-XX-9971

Earnings	rate	hours	this period	year to date
Regular	16.4800	46.60	767.97	4,683.87
Regular	17.9800	15.00	269.70	
Overtime				385.27
Holidayworkus				86.52
Mealtimeviolate				16.48
Premium 15				53.38
Prem1_50Otus				11.73
Gross Pay			\$1,037.67	5,237.25

Other Benefits and Information	this period	total to date
Sick Available	49.00	191.00
Totl Hrs Worked	61.60	

Important Notes

EMPLOYER PHONE #: 314-739-1900

BASIS OF PAY: HOURLY

Deductions	Statutory	
Federal Income Tax	-96.54	516.55
Social Security Tax	-64.34	324.71
Medicare Tax	-15.05	75.94
CA State Income Tax	-14.88	107.32
CA SDI Tax	-11.41	57.61
Net Pay	\$835.45	
SAVINGS	-835.45	
Net Check	\$0.00	

Your federal taxable wages this period are
\$1,037.67

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AIRPORT TERMINAL SERVICES
940 WESTPORT PLAZA DRIVE
SUITE 101
ST. LOUIS , MO 63146

Advice number: 00000075681
Pay date: 02/18/2022

Deposited to the account of	account number	transit ABA	amount
CHRISTINE SHEDD-THOMPSON	xxxx1935	xxxx xxxx	\$835.45

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NON-NEGOTIABLE

Re: Jackie Shilevinatz, et al. v. Airport Terminal Services, Inc., et al
- Opt-out Letter

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0 views



Angelica Dometita <angelica@farzamlaw.com>

Sep 9, 2024, 11:02:47 AM (2 days ago)



to info@atssettlement.com, Christopher Goodrich, DonCampbellZ12075184@farzamlaw.filevineapp.com, Richard Ocampo, Mario Hurtado

Good morning,

Please find attached letter from Mr. Goodrich on behalf of Donald Campbell.

Kind regards,

Angelica Dometita | Client Liaison



11766 Wilshire Blvd., Suite 280

Los Angeles, CA 90025

(310) 226-6890 Office

(310) 226-6891 Fax

(424) 400-2943 Direct

Email: angelica@farzamlaw.com

<http://www.farzamlaw.com>

"We are a Litigation and Trial firm fighting to get justice for victims"

Angelica Dometita



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Los Angeles, California 90025

Toll Free 888 999 9394
Phone 310 226 6890
Fax 310 226 6891
Email christopher@farzamlaw.com
Website www.farzamlaw.com

September 5, 2024

Via US MAIL and Email

Airport Terminal Services c/o Rust Consulting, Inc.
8690 Po Box 2396
Faribault, MN 55021-9096

RE: Jackie Shilevinatz, et al. v. Airport Terminal Services, Inc., et al
Letter of Request for Exclusion from Class Action Settlement

Dear Claims Administrator:

Our firm represents Donald Campbell with respect to any and all claims arising out of his employment with AGI Cargo, LLC. On behalf of our client, we hereby request that he be excluded from the class action settlement in the case of Jackie Shilevinatz, et al. v. Airport Terminal Services, Inc., et al., Case No. CIVSB2229072.

Our client, Donald Campbell, currently resides at 750 N Kirby St., Apt 5D Hemet CA 92545-1680 and can be reached at (951) 330-8380.

Please exclude our client from the settlement class. By submitting this opt-out request, our client understands that he will not receive any Individual Class Payment from the class action settlement.

We are enclosing a copy of the Notice of Class Action served to our client.

If you have any questions or need additional information, please do not hesitate to contact our office.

Sincerely,

/s/ Christopher Goodrich

Christopher Goodrich, Esq.
Farzam Law Firm

Date: 9/5/2024

Donald Campbell:

Signed by:

Donald Campbell

8B58CC976646444

[encl]

SHILEVINATZ V AIRPORT TERMINAL SERVICES
C/O RUST CONSULTING INC - 8690
PO BOX 2396
FARIBAULT MN 55021-9096

IMPORTANT LEGAL MATERIALS

Claimant ID #: 0000045247



* 0 0 0 0 0 4 5 2 4 7 * - UAA - 2824

DONALD CAMPBELL

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

Jackie Shilevinatz, et al. v. Airport Terminal Services, Inc., et al. CIVSB2229072

*The Superior Court for the State of California authorized this Notice. Read it carefully!
It's not junk mail, spam, an advertisement, or solicitation by a lawyer. You are not being sued.*

You may be eligible to receive money from an employee class action lawsuit ("Action") against Defendants Airport Terminal Services, Inc. and Alliance Ground International, LLC ("Defendants") for alleged wage and hour violations. The Action was filed by former employees ("Plaintiffs") of Defendants and seeks (1) back wages and penalties for a class of all current and former non-exempt employees that worked either directly or via a staffing agency for Defendants at any location in California during the Class Period (from October 31, 2018 to January 15, 2024) ("Class Members"); and (2) penalties under the California Private Attorney General Act ("PAGA") for all current and former non-exempt employees that worked either directly or via a staffing agency for Defendants at any location in California during the PAGA Period (October 25, 2021 to January 15, 2024) ("Aggrieved Employees").

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

Based on Defendants' records, and the Parties' current assumptions, your Individual Class Payment is estimated to be \$14.78 (less withholding) and your Individual PAGA Payment is estimated to be \$0.25. 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 Defendants' 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 Defendants' records showing that you worked 1.00 workweeks during the Class Period and you worked 1.00 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 Defendants to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendants.

If you worked for Defendants 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 Defendants.
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 Defendants, 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.

Defendants 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 Defendants 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 September 8, 2024. 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.	Defendants 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 September 8, 2024. 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 Action 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 December 17, 2024. 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 September 8, 2024. 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 Defendants' records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by September 8, 2024. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former employees of Defendants. The Action accuses Defendants of violating California labor laws by failing to (1) failure to pay minimum wages and liquidated damages thereon; (2) failure to pay overtime wages; (3) failure to provide meal periods; (4) failure to provide rest periods; (5) failure to provide accurate, itemized wage statements; (6) failure to provide one day of rest for every workweek; (7) failure to reimburse business expenses; (8) failure to timely pay all wages owed upon termination of employment during the Class Period, including failure to pay vested vacation; (9) failure to timely pay all wage owed during employment; (10) failure to provide sick leave and supplemental paid sick leave; (11) unlawful inquiries into salary history; (12) unlawful background checks; and (13) unfair competition. 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 Action.

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

2. WHAT DOES IT MEAN THAT THE ACTION HAS SETTLED?

So far, the Court has made no determination whether Defendants violated any laws. In the meantime, Plaintiffs and Defendants hired an experienced, neutral mediator in an effort to resolve the Action 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 Action and enforcing the Agreement, Plaintiffs and Defendants 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, Defendants 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) Defendants have 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?

Defendants Will Pay \$2,615,000 as the Gross Settlement Amount (Gross Settlement). Defendants has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payments, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendants will fund the Gross Settlement not more than 14 business 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 \$871,666.66 (33.33% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$20,000 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- Up to \$5,000 to each Plaintiff as Class Representative Service Payments for filing the Action, working with Class Counsel and representing the Class. Class Representative Service Payments will be the only monies Plaintiffs will receive other than Plaintiffs' Individual Class Payment and any Individual PAGA Payment.
- Up to \$26,330 to the Administrator for services administering the Settlement.
- Up to \$30,000 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.

3

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

Net Settlement Distributed to Class Members. After making the above deductions in amounts approved by the Court, the Administrator will distribute the rest of the Gross Settlement (the "Net Settlement") by making Individual Class Payments to Participating Class Members based on their Class Period Workweeks.

Taxes Owed on Payments to Class Members. Plaintiffs and Defendants are asking the Court to approve an allocation of 10% of each Individual Class Payment to taxable wages ("Wage Portion") and 90% to penalties and interest ("Non-Wage Portion."). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendants 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 Defendants 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 September 8, 2024, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a you or your representative setting forth your name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendants.

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 Defendants based on the PAGA Period facts alleged in the Action.

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

Administrator. The Court has appointed a neutral company, Rust Consulting (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 Defendants have 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 Defendants or related entities for wages based on the Class Period facts and PAGA penalties based on the facts, as alleged in the Action and resolved by this Settlement.

Participating Class Members Release: All Participating Class Members, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from (i) all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint including, all claims that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including, (1) failure to pay minimum wages and liquidated damages thereon; (2) failure to pay overtime wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to provide accurate, itemized wage statements; (6) failure to provide one day of rest for every workweek; (7) failure to reimburse business expenses; (8) failure to timely pay all wages owed upon termination of employment during the Class Period, including failure to pay vested vacation pay; (9) failure to timely pay all wages owed during employment; (10) failure to provide sick leave and supplemental paid sick leave; (11) unlawful inquiries into salary history; (12) unlawful background checks; and (13) unfair competition. 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 Defendants have paid the Gross Settlement and separately paid the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims against Defendants, 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 Defendants or their related entities based on the facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Release: All Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims for PAGA penalties that were alleged, or reasonably could have been alleged, based on the PAGA Period facts stated in the Operative Complaint and the PAGA Notice including, (1) failure to pay minimum wages and liquidated damages thereon; (2) failure to pay overtime wages; (3) failure to provide meal periods or compensation in lieu thereof; (4) failure to provide rest periods or compensation in lieu thereof; (5) failure to provide accurate, itemized wage statements; (6) failure to provide one day of rest for every workweek; (7) failure to reimburse business expenses; (8) failure to timely pay all wages owed upon termination of employment; (9) failure to timely pay all wages during employment; (10) failure to keep accurate records; (11) failure to produce personnel records upon request; (12) violations of alternative workweek schedule; (13) statutory wage violations; (14) refusal to pay wages due; (15) standard conditions of labor violations; (16) sick leave violations; (17) failure to provide supplemental paid sick leave; (18) failure to pay vested vacation; (19) unlawful deductions; (20) failure to provide suitable seating; (21) unlawful inquiries into salary history; (22) unlawful background checks; and (23) unlawful employment agreements during the PAGA Period.

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 \$7,500 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 Defendants' records, are stated in the first page of this Notice. You have until September 8, 2024 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.

2.

You need to support your challenge by sending copies of pay stubs or other records. The Administrator will accept Defendants' calculation of Workweeks and/or Pay Periods based on Defendants' 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 Defendants' 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 Action as *Jackie Shilevinatz, et al. v. Airport Terminal Services, Inc., et al.*, 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 September 8, 2024, 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 Defendants 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 Class Representative Service Payments. 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 www.rustconsulting.com/cases/shilevinatz.

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 September 8, 2024. Be sure to tell the Administrator what you object to, why you object, and any facts that support your objection. Make sure you identify the Action *Jackie Shilevinatz, et al. v. Airport Terminal Services, Inc., et al.* and include your name, current address, telephone number, and approximate dates of employment with Defendants 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 December 17, 2024 at 1:30 p.m. in Department S-17 of the San Bernardino Superior Court. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or by telephone. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator's website www.rustconsulting.com/cases/shilevinatz 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 Defendants 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 Rust Consulting's website at www.rustconsulting.com/cases/shilevinatz. 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.cap.sb-court.org/search>) and entering the Case Number for the Action, Case No CIVSB2229072.

DO NOT TELEPHONE THE SUPERIOR COURT TO OBTAIN INFORMATION ABOUT THE SETTLEMENT.

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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.