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19 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
20 **FOR THE COUNTY OF SACRAMENTO**

21 LUTOVIO J. IULIANO, ROBERT WINIECKI,
22 and TERRY SNIPES individually and on behalf
23 of all others similarly situated,

24 Plaintiffs,

25 v.

26 WORLDWIDE FLIGHT SERVICES, INC., a
27 Delaware Corporation; WFS EXPRESS, INC., a
28 Delaware Corporation and DOES 1-50,
inclusive,

Defendant.

Case No. 34-2023-00337627
[Hon. Lauri A. Damrell, Dept. 8b]

**DECLARATION OF JAMES HAWKINS IN
SUPPORT OF MOTION FOR PRELIMINARY
APPROVAL OF PAGA AND CLASS ACTION
SETTLEMENT; MEMORANDUM OF
POINTS AND AUTHORITIES**

Date: August 14, 2026
Time: 9:00 AM
Dept.: 8b

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1. I am an individual over the age of 18. I am a partner at the law firm of James Hawkins, APLC. I am one of the attorneys of record for Plaintiff LUTOVIO J. IULIANO (hereinafter referred to as “Plaintiff” or “Class Representative”). I submit this declaration in support of the Memorandum Of Points And Authorities In Support Of Motion For Preliminary Approval Of PAGA and Class Action Settlement. I have personal knowledge of the facts set forth below, and if called to testify regarding them, I could and would do so competently.

2. Attached hereto as **Exhibit 1** is a true and correct copy of the executed Settlement Agreement and Stipulation To Resolve Class Action and PAGA Claims, (“Settlement Agreement”)¹, which the Parties ask the Court to approve. Attached to the Settlement Agreement as **Exhibit A** is the Notice Of Class Action and PAGA Settlement (“Class Notice”).

3. On January 31, 2023, Named Plaintiff Iuliano submitted a PAGA Notice to the LWDA. On April 7, 2023, Named Plaintiff Iuliano filed a PAGA Action against Defendant in a case entitled *Iuliano v. WFS Express, Inc. et al.*, Sacramento County Superior Court, Case No. 034-2023-00337627-CU-OE-GDS. On February 20, 2024, Winiecki submitted a PAGA Notice to the LWDA. On March 25, 2024, Defendant removed a state court action previously filed by Winiecki to the United States District Court for the Eastern District of California, pending as the Winiecki Action entitled *Winiecki v. WFS Express, Inc. et al.*, United States District Court for the Eastern District of California, Case No. 2:24-cv-00933-DAD-CKD (“the Winiecki Action”). On April 17, 2025, Defendant removed a state court action previously filed by Snipes to the United States District Court for the Northern District of California, pending as the Snipes Action, entitled *Snipes v. WFS Express, Inc. et al.*, United States District Court for the Northern District of California, Case No. 25-cv-03412-MMC (“the Snipes Action”).

DECLARATION OF JAMES HAWKINS ISO MOTION FOR
PRELIMINARY APPROVAL OF PAGA AND CLASS ACTION SETTLEMENT

1 4. On July 14, 2026, Plaintiff Iuliano filed a consolidated First Amended Complaint
2 adding the claims and Plaintiffs from the Snipes and Winiecki Actions.

3 5. The Action alleges that Defendant violated various wage-and-hour laws, including:
4 (1) failure to pay wages including overtime as required by Labor Code §§ 510 and 1194; (2)
5 failure to provide meal periods as required by Labor Code §§ 226.7, 512 and IWC Wage Orders;
6 (3) failure to provide rest periods as required by Labor Code §§ 226.7, 512; (4) failure to pay
7 timely wages required by Labor Code § 203; (5) failure to timely pay wages during employment
8 required by Labor Code § 204; (6) failure to provide accurate wage statements required by Labor
9 Code §§ 226, 226.3, 558.1; (7) fees on use of pay cards, in violation of Labor Code §§ 212 and
10 213; (8) failure to accurately record and pay sick leave as required by Labor Code § 246; (9)
11 failure to reimburse necessary business expenses; (10) violation of Business & Professions Code §
12 17200, et seq; and (11) penalties pursuant to the California Private Attorneys General Act.

13 6. In preparation for the mediation, Defendant provided Class Counsel with over
14 350,000 lines of time and payroll data and relevant policies for Class Members during the Class
15 Period.

16 7. On December 15, 2025, all Parties participated in mediation with Daniel J. Turner,
17 Esq. (the “**Mediator**”), a respected mediator of complex wage-and-hour actions, and with the
18 assistance of the Mediator’s evaluations, the Parties reached the settlement that is memorialized in
19 the Settlement Agreement.

20 8. Defendant denies that they engaged in any misconduct in connection with the
21 wage-and-hour practices associated with the Class Members (inclusive of the Aggrieved
22 Employees). Defendant further denies that they have any liability of any kind associated with the
23 claims alleged in the Actions. Defendant contend that they have complied with both federal and
24 state wage-and-hour laws, and all other laws regulating its relationship with the Class Members
25 and the Aggrieved Employees, including the Named Plaintiffs.

26 9. In short, Defendant provided discovery sufficient to enable the Plaintiff and Class
27 Counsel to rigorously evaluate the strengths and risks of the case and perform an analysis of the
28 potential damages arising from the claims made in this case. As a result of settlement efforts, the

1 Parties agreed to settle this matter for the Gross Settlement Amount of \$2,700,000.00 for
2 approximately 5,319 class members and the terms of which are fully memorialized in the
3 Settlement Agreement. At all times, the Parties' negotiations were adversarial and non-collusive.

4 10. "Class" or "Class Members" means all current and former non-exempt employees
5 of Defendant in the State of California during the Class Period. Defendant represents there are
6 approximately 5,319 Class Members who worked during the Class Period, February 20, 2020, to
7 and including March 13, 2026. Defendant also represents that there are approximately 206,852
8 workweeks worked during the Class Period and approximately 73,408 pay periods during the
9 PAGA Period.

10 11. Plaintiffs' Counsel conducted a thorough investigation into the factual and legal
11 issues implicated by Plaintiffs' claims and was able to objectively assess the settlement's
12 reasonableness. Prior to filing the action, Plaintiff contacted Plaintiffs' Counsel to discuss the
13 factual bases for pursuing the actions against Defendant for Labor Code violations. Plaintiff was
14 intimately familiar with Defendant's labor policies and practices, and over the course of multiple
15 interviews, knowledgeably summarized those policies and practices to Plaintiffs' Counsel. During
16 those conversations, Plaintiffs' Counsel explained how the policies and practices were instituted and
17 provided valuable insight into how they gave rise to the alleged Labor Code violations. Based on
18 these interviews with Plaintiff, and review of records, Plaintiffs' Counsel determined that there were
19 legally sufficient grounds for pursuing the Actions against Defendant and in preparation for drafting
20 the complaints, Plaintiffs' Counsel conducted their own independent preliminary investigations into
21 the factual bases for Plaintiffs' claims, which entailed, *inter alia*, a careful examination of Plaintiffs'
22 personnel files and associated records.

23 12. In summary, Plaintiffs' Counsel performed a thorough investigation into the
24 claims at issue, which included: (1) determining Plaintiffs' suitability as class representatives and
25 representative private attorneys general through interviews, background investigations, and analyses
26 of employment records and related records; (2) evaluating all of Plaintiffs' potential claims; (3)
27 researching similar wage and hour class actions as to the claims brought, the nature of the positions,
28 and the type of employer; (4) analyzing employees' time and wage records; (5) reviewing

1 Defendant's employment policies and practices; (6) researching settlements in similar cases and the
2 prior settlement in this case; (7) requesting, and reviewing formal business records for Plaintiff and
3 the putative class including relevant policies and records that consisted of over 350,000 lines of
4 time and pay data, along with relevant data points; (8), evaluating Plaintiffs' claims and Defendant's
5 liability for purposes of settlement; (9) drafting the mediation brief; and (10) participating in the
6 mediation and performing all duties necessary to present this motion for approval..

7 13. By engaging in such a thorough investigation and evaluation of Plaintiffs' claims,
8 Plaintiffs' Counsel can opine that the Settlement, for the consideration and on the terms set forth in
9 the Settlement Agreement, is fair, reasonable, an adequate, and is in the best interests of Class
10 Members in light of all known facts and circumstances, including the risk of significant delay and
11 uncertainty associated with litigation, and various defenses asserted by Defendant.

12 14. Since the filing of the complaint, the Parties have engaged in numerous discussions
13 regarding the factual and legal issues surrounding this case. Throughout the litigation, Defendant
14 produced hundreds of thousands of lines of information and in both electronic and pdf formats,
15 including policies, handbooks, relevant policies, and payroll and time records. Defendant also
16 provided relevant data points and information regarding the number of employees holding these
17 positions during the relevant time period. Defendant also provided information concerning the
18 total number of potential class members, both current and former, the applicable hourly rates,
19 workweeks and pay periods, and other data related to the alleged class. The Parties have
20 conducted themselves in informed, good faith arms-length negotiations after conducting informal
21 discovery and exchanging extensive evidence and information about the claims and defenses of
22 this lawsuit, and engaging in pre-mediation discussions, telephone conferences, and
23 correspondence all aimed at settling their dispute.

24 15. On or about December 15, 2025, the Parties attended an all-day mediation with
25 Dan Turner, Esq. Thereafter, the Parties continued their negotiations with the assistance of the
26 mediator. On or about February 9, 2026, the mediator made a mediator proposal which was
27 accepted by the parties on or about February 23, 2026. As a result of the mediation and continued
28 negotiations, the Parties agreed to settle this matter for a Gross Settlement Amount ("GSA") of

1 \$2,700,000.00. Plaintiffs' counsel balanced the terms of the proposed Settlement against the risk
2 of litigation and probable outcome at the class certification stage, and if any Class were certified,
3 at trial. Based on their own respective independent investigations and evaluations, and after taking
4 into account the sharply disputed factual and legal issues involved in this matter, the risks
5 attending further prosecution of the case, and the monetary benefits received under the Settlement
6 despite the questionable nature of the claims, Plaintiffs' counsel is of the opinion that Settlement
7 for the consideration and on the terms set forth in the Settlement Agreement is fair, reasonable and
8 adequate and is in the best interests of Plaintiff and the Class. Counsel for the Parties investigated
9 the applicable law as applied to the facts discovered regarding the claims of Plaintiff, Defendant's
10 defenses thereto and the damages claimed by Plaintiff on behalf of the Settlement Class.

11 16. I believe that the consideration and terms set forth in the Settlement Agreement are
12 fair, reasonable, and adequate and are in the best interests of the Settlement Classes in light of all
13 known facts and circumstances, including the analysis of liability, various defenses asserted by
14 Defendant, and numerous potential litigation pitfalls, including appellate issues. In addition, the
15 prospect of a potential adverse summary judgment ruling, as well as the uncertainty of class
16 certification, the difficulties of complex litigation, the lengthy process of establishing specific
17 damages and various possible delays and appeals potentially lasting years, were also carefully
18 considered in agreeing to the proposed Settlement. The GSA is : a Gross Settlement Amount of
19 \$2,700,000.00. The Gross Settlement Amount includes, subject to Court approval: (1) attorneys'
20 fees in the amount of \$945,000.00 ("Attorneys' Fees and Costs") and reimbursement of reasonable
21 litigation costs and expenses in the amount of up to \$45,000.00 to Class Counsel; (2) Class
22 Representative's incentive award to each Plaintiff in the amount of up to \$15,000.00, for a total of
23 \$45,000.00 ("Enhancement Award"); (3) fees and expenses of administration of the Settlement to
24 the Settlement Administrator in an amount not to exceed \$54,990.00 ("Settlement Administration
25 Costs"); (4) \$135,000.00 ("PAGA Settlement Amount") with twenty-five percent (25%) share of
26 the PAGA Penalties to be a part of the Net Settlement Sum that will be distributed to Class
27 Members in the PAGA Group in the amount of \$33,750.00; (5) the seventy-five percent (75%)
28 share of PAGA Penalties in the amount of \$101,250.00 to the California Labor and Workforce

1 Development Agency (“LWDA”); and the remainder to of the Net Settlement Amount to the Class
2 Members. **The Entire Total Settlement Amount will be paid to all Class Members who do not**
3 **opt out of the Settlement Class, and without the need to submit claims for payment.** After
4 deductions, the Net Settlement Amount (“NSA”) is estimated to be approximately **\$1,475,020.00**.
5 The Class Members are to be paid based from the NSA on a pro rata basis based upon the weeks
6 each class member worked in comparison to the total work weeks worked by all Class Members.
7 The GSA provides for a reasonable average recovery of approximately \$13.05 per workweek
8 before deductions for fees and costs and administration costs. The net settlement amount provides
9 a reasonable recovery of approximately \$7.13 per workweek.

10 17. Fairness of the Settlement is demonstrated by the uncertainty and risks to Plaintiffs
11 involved both in not prevailing on one or more of the causes of action or theories alleged in the
12 operative Complaints and in non-certification. Defendant disputed the ability of Plaintiffs to
13 certify a class in this case. Defendant also argued it maintained lawful written policies for all
14 claims that were provided to the class members and enforced those policies. Yet, despite the
15 defenses proffered by Defendant, the proposed Settlement commits Defendant to pay each Class
16 Member a portion of the NSA. The amount to be paid to the Classes is fair, adequate and
17 reasonable given the significant risk to Plaintiff and the Class in continuing with the litigation and
18 not prevailing on their claims at class certification or at trial or not being paid anything if trial was
19 successful.

20 18. The Parties investigated relevant law as applied to the facts of the case, potential
21 defenses, and damages claimed by Plaintiff on behalf of himself and the Class. Discovery largely
22 focused on Plaintiffs’ allegations of Defendant’s: failure to pay all minimum wages and overtime
23 compensation including, but not limited to, time spent working off-the-clock (including time
24 responding to work communications, going through security, waiting in line to clock in or out,
25 and in executing regular tasks/duties); failure to provide off-duty meal periods and rest breaks
26 where employees are free to leave the premises or premium payments; failure to provide records;
27 failure to provide and maintain complete and accurate itemized wage statements including failure
28 to list the correct employer on wage statements; split shift violations; failure to keep complete

1 and accurate payroll records; untimely payment of wages during employment and at the time of
2 termination; failure to pay wages, including overtime wages at the regular rate; failure to pay
3 meal period penalties at the regular rate; failure to pay rest break penalties at the regular rate;
4 failure to pay paid sick leave at the regular rate; failure to provide supplemental paid sick leave;
5 and unfair competition under Cal. Bus. & Prof. Code §§17200, et seq. Information and data
6 exchanges included significant sampling of Class Members' dates of employment, hourly rates
7 time records, and payroll records. The parties conducted their own evaluations of the potential
8 recoveries based on the claims alleged in the Action and the defenses at play.

9 19. Although Plaintiffs' Counsel believe the class claims are strong, Plaintiffs' Counsel
10 also recognize that if the litigation had continued, they may well have encountered significant legal
11 and factual hurdles that could have prevented the Class from obtaining any recovery. To be sure, a
12 number of cases have found wage and hours actions to be especially amenable to class resolution.
13 However, some courts have gone the other way, finding that some of the very claims at issue here-
14 especially meal period and rest period violations-were not suitable for class adjudication because
15 they raised too many individualized issues. *See Duran v. US. Bank National Association*, 59 Cal.
16 4th 1 , 31 (2014) (reversing a verdict from a class trial); *Ali v. U.S.A. Cab Ltd.*, 176 Cal. App. 4th
17 1333, 1341 (2009) (affirming denial of certification because employees' declarations attesting to
18 having taken meal and rest periods demonstrated that individualized inquiries were required to show
19 harm); *Campbell v. Best Buy Stores, L.P.* , 2013 U.S. Dist. LEXIS 137792, at *30- 41 (C.D. Cal.
20 Sept. 20, 2013) (following *Brinker* and denying certification of proposed off-the-clock and rest and
21 meal break classes due to lack of uniform policy); *Jimenez v. Allstate Ins. Co.*, 2012 U.S. Dist.
22 LEXIS 65328 (C.D. Cal. Apr. 18, 2012) (denying motion to certify meal and rest period classes
23 based on employer's practice of understaffing and overworking employees); *Gonzalez v. Officemax*
24 *NA.*, 2012 U.S. Dist. LEXIS 163853 (C.D. Cal. Nov. 5, 2012) (same); *Brown v. Fed. Express Corp.*,
25 249 F.R.D.580, 587-88 (C.D. Cal. 2008) (denying certification of driver meal and rest period claims
26 based on the predominance of individual issues); *Kenny v. Supercuts, Inc.*, 252 F.R.D. 64 I, 645
27 (N.D. Cal. 2008) (denying certification on meal periods claim); *Blackwell v. Skywest Airlines, Inc.*
28 , 245 F.R.D. 453, 467- 68 (S.D. Cal. 2007) (declining to certify class action because individual

1 issues predominated when different employee stations provided different practices with respect to
2 meal periods).

3 20. Some courts have denied certification even when an employer's policies are unlawful
4 on their face. For instance, in *Ordonez v. Radio Shack, Inc.*, 2013 U.S. Dist. LEXIS 7868, *35-41
5 (C.D. Cal. Jan. 17, 2013), the court denied certification even though the plaintiff submitted evidence
6 of a facially unlawful policy regarding rest breaks. The *Ordonez* court concluded that the
7 predominance and superiority elements were not met based on the employer's presentation of
8 anecdotal evidence of lawful compliance notwithstanding the unlawful policy. *Id.* at *38-40. And it
9 should be underscored that that claims which are amendable to certification can be disposed of by
10 motion for summary judgment. *See Loudy v. Eden Med. Ctr.*, 2013 U.S. Dist. LEXIS 122873, **36-
11 53 (N.D. Cal. Aug. 28, 2013) (granting summary judgment on wage statement claim because
12 plaintiff could not show injury due to defects and that incorrect wage information is not willful).

13 21. As the above examples illustrate, the prospect of certifying a wage and hour action
14 is always uncertain, and the risk of being denied class certification militates in favor of settlement.
15 A denial of class certification effectively forecloses continued litigation, as neither the individual
16 nor his or her attorney will have any incentive to proceed with an individual case when such small
17 claims are at stake. *See In re Baycol Cases I & II*, 51 Cal. 4th 751, 758 (2011) (explaining that a
18 dismissal of class claims is effectively the "death knell" of the case, despite survival of individual
19 claims). In other words, for cases where individual damages are relatively small, denial of class
20 certification results in a near-complete loss for Plaintiff as well as no recovery for the employees,
21 who are shut out of the action. Thus, if the putative Class had not been certified, the value of
22 Plaintiffs' case would have been reduced to a fraction of the value of this Settlement; indeed,
23 Defendant would likely have offered no money to settle the class-wide claims if certification had
24 been denied.

25 22. Finally, early resolutions save time and money that would otherwise go to litigation.
26 Parties' resources, as well as the Court's, will be further taxed by continued litigation. And if this
27 action had settled following additional litigation, the settlement amount would likely have taken into
28 account the additional costs incurred, and there may have been less available for Class Members.

1 Cost savings is one reason why California policy strongly favors early settlement. *See Nemy v.*
2 *Regents of University of California*, 3 Cal. 4th 273, 277 (1992) (explaining the high value placed on
3 settlements and observing that "[s]ettlement is perhaps most efficient the earlier the settlement
4 comes in the litigation continuum."). This concern also supports settlement.

5 23. Further, beyond the risk of an adverse ruling on the merits or certification, Class
6 Counsel considered the fact that continued litigation would likely take years and would be
7 extremely expensive given the breadth and complexity of the claims. In this case, post-trial and
8 appellate proceedings are likely to occur, which will surely drag the case far into the future even
9 with a positive trial result. When facing a distant and unsure resolution of the allegations in this
10 action, the swift, sure and substantial Settlement is all the more reasonable. Avoiding such costly
11 litigation in favor of more immediate benefits to the Class was a consideration favoring settlement.
12 Given these realities, it is highly likely that the future expense of this litigation, and its likely
13 duration if the settlement is not approved, would be significant and weigh heavily in favor of
14 approval of this settlement.

15 24. The GSA is well within the acceptable range of reasonableness for the claims
16 of the Settlement Class Members. After analysis and review of Defendant's time and pay record
17 production and other payroll data, Class counsel estimates the overall value of the class damages
18 recovery at \$12,954,905 should Plaintiffs prevail at the class certification stage and at trial and
19 survive any appeals and win on all claims and be awarded maximum damages. This amount could
20 increase if maximum penalties were awarded for any of the claims for call class members and
21 certain assumptions and extrapolations were confirmed with further discovery.

22 25. During the negotiations Defendant confirmed there were approximately 5,319
23 Class Members who worked approximately 206,852 Workweeks during the Class Period and
24 approximately 73,408 Pay Periods during the PAGA Period. These numbers will slightly increase
25 due to additional time to the end of the Class Period. The average rate of pay was \$19.53 and the
26 overage OT rate was approximately \$29.30. There was an average of 4.1 work shifts per
27 workweek and approximately 871,890 work shifts during the Class Period. Approximately 81.9%
28 of the shifts were greater than 6 hours, with approximately 5.8% of shifts greater than 10 hours

1 and 3.6% of shifts being greater than 12 hours. The value of the failure to pay wages for the off
2 the clock work including Pre/Post Off-Clock Time Claim was valued at approximately **\$4,256,026**
3 **using 10 minutes per work shift at the OT rate of \$29.30**; The overtime regular rate claim due
4 to failure to incorporate additional remuneration such as bonuses into the overtime calculations
5 was valued at approximately **\$34,980.09**; The meal period claim was valued at approximately
6 **\$2,673,383** based upon approximately a 15.7% alleged violations at \$19.53 average hourly rate
7 during the class period; Defendant argued the potential value of the meal period claim could be no
8 more than \$340,560 due to meal period premiums being paid; The rest break claims for avoidance
9 of excessive heat and recovery and rest periods were valued at approximately a similar violation
10 rate for meal periods for each claim totaling **\$5,346,766** as many employees worked in both
11 inside and outside conditions at various times of the shifts and considering Defendant's apparent
12 compliant written policies regarding rest breaks and recovery cool down periods. ; The expense
13 reimbursement claim was valued at **\$643,750 for cell phone usage** during the class period using a
14 \$25 per month value for cell phone usage and as not being identified as a consistent issue across
15 the board for all class members given the use of company provided phones and cell phone
16 reimbursement policies made available to class members; The failure to accurately calculate sick
17 pay occurred in approximately 1.9% of pay periods (13,947 pay periods) where additional
18 remuneration was arguably earned and not included in the sick pay rate resulting in potential
19 PAGA penalties for this claim at approximately \$1,394,700. The split shift claim and days rest in
20 seven arguably provided little value based upon the wages paid to class members far exceeding
21 average California minimums and given the average work shifts per workweek and average work
22 shift hours. Defendant also potentially owe class members **\$18,444,132.00 in waiting time**
23 **penalties** (for a total of 3,935 termed employees). The value of the LC 226 claim was valued at
24 **\$4,842,150.00** for approximately 2,999 employees in the wage statement period. Defendant also
25 potentially owes class members **\$7,340,800 in PAGA penalties** (73,408 pay periods at time of
26 mediation x reasonable \$100 penalty assuming one violation per pay period). This amount of
27 course could potentially be higher but unlikely given the written policies and practices in place.
28 The Labor Code 210 penalties pursuant to LC 204 could potentially be \$5.171,300 assuming we

1 could prove unpaid wages per pay period for 50% of the pay periods such as for off the clock
2 work. Given the written policies in place regarding time keeping and the review of records, in
3 counsel's view, it is unlikely withheld wages could be proven for each and every pay period. As a
4 result, the GSA of \$2,700,000.00 represents a reasonable recovery and approximately 20% of the
5 overall potential damages, notwithstanding penalties. The penalties for LC 203 and wage
6 statement claims, including PAGA penalties could potentially be reduced substantially given the
7 apparent written policies in place. The percentage of recovery could easily be much higher if at
8 trial penalties were reduced or not awarded at all, or damages for certain pay periods or
9 workweeks could not be proven for certain individuals. As a result, the proposed GSA is within
10 the "ballpark of reasonableness" and should be approved. Counsel for Plaintiff believe that this is
11 a fair and reasonable Settlement in light of the complexities of the case, the state of the law and
12 uncertainties of class certification and litigation, the policies and practices Defendant has had in
13 place or implemented during the purported liability period, and the benefit to be recovered for the
14 Class. Given the risks inherent in litigation, this settlement is fair, adequate, and reasonable and is
15 in the best interests of the Settlement Class, and should be preliminarily approved.

16 26. Based on the estimated Net Settlement Amount of \$1,475,020.00 provides on
17 average each Settlement Class Member with approximately **\$277.31** per Class Member. The
18 highest amount a Settlement Class Member will receive is approximately **\$1,069.50** based upon
19 **\$7.13** per workweek multiplied by approximately 150 maximum possible bi-weekly workweeks a
20 Class Member could work during the Class Period. The lowest payment is estimated to be
21 approximately **\$7.13** for someone who worked only one workweek. To the extent any amount for
22 Attorneys' Fees, Costs, Claims Administration Costs or Incentives are not awarded, the difference
23 in those amounts will be added to the NSA. This is a guaranteed amount of money paid to
24 Settlement Class Members now, rather than the continued risk of further litigation and receiving
25 no money sometime in the far future and after trial and appeals.

26 27. The PAGA members who worked during the PAGA period will be paid a PAGA
27 Payment based upon a pro rata share of the number of pay periods each PAGA member worked
28 compared to the total pay periods worked by all PAGA group members during the PAGA period.

1 As a result, there are approximately 3,806 PAGA members who will receive on average
2 approximately \$8.86 per PAGA member.

3 28. The Class Representatives have provided extensive supporting documents and
4 assisted Class Counsel in developing information necessary to litigate and settle this case.
5 Plaintiff also conducted record review and consultation with counsel in preparation for mediation,
6 and to assist in evaluating and proving the claims. The settlement provides for a Payment to be
7 paid to each of the Class Representatives in the amount of \$15,000.00 subject to Court approval
8 (\$45,000 total). The purpose is to compensate the Class Representatives an additional incentive
9 payment, taking into consideration the risks, time, effort and expenses incurred in coming forward
10 to provide invaluable information and negotiate and litigate this matter on behalf of all Settlement
11 Class Members who otherwise, would probably not file their own individual claims to recover
12 what may be relatively low damages. Further, the Payment of \$15,000.00 as an Enhancement
13 Award to each of the Class Representatives is a very fair and justified as part of the Settlement
14 based on the risks Plaintiff has taken and benefits conferred upon the Settlement Class.

15 29. Class certification, as requested by the Parties for the purposes of the settlement
16 only, should be granted because Plaintiff allege that the proposed Settlement Class Members'
17 claims all stem from the same alleged conduct, i.e., that Defendant violated California law because
18 of their alleged: failure to pay all minimum wages and overtime compensation including, but not
19 limited to, time spent working off-the-clock (including time responding to work communications,
20 going through security, waiting in line to clock in or out, and in executing regular tasks/duties);
21 failure to provide off-duty meal periods and rest breaks where employees are free to leave the
22 premises or premium payments; failure to provide records; failure to provide and maintain
23 complete and accurate itemized wage statements including failure to list the correct employer on
24 wage statements; split shift violations; failure to keep complete and accurate payroll records;
25 untimely payment of wages during employment and at the time of termination; failure to pay
26 wages, including overtime wages at the regular rate; failure to pay meal period penalties at the
27 regular rate; failure to pay rest break penalties at the regular rate; failure to pay paid sick leave at
28 the regular rate; failure to provide supplemental paid sick leave; and unfair competition under Cal.

1 Bus. & Prof. Code §§17200, et seq. Under these specific circumstances, the commonality
2 requirement for class certification is satisfied. The typicality requirement for certification is also
3 met as it is alleged that the Class Representatives and the proposed Settlement Class were
4 subjected to similar violations based upon similar conduct, policies and practices of the Defendant
5 regardless of their duties.

6 30. The adequacy requirement for certification is also met. The Class Representative
7 and Class Counsel have prosecuted this action vigorously on behalf of the Settlement Class. The
8 Class Representative will receive a reasonable award for the time and effort spent assisting Class
9 counsel with factual issues surrounding the case. Other than this specific payment to the Class
10 Representative, all of the Settlement Class Members will receive a proportionate share of the
11 NSA, as detailed above provided they do not exclude themselves. Further, all PAGA Members
12 during the PAGA Period will receive their pro rata share of PAGA Penalties. As a result, there is
13 no conflict of interest between the Class Representative and the Settlement Class Members.
14 Further, the NSA will be fairly distributed among Participating Class Members, and no
15 “settlement allocation” questions will be raised.

16 31. Common questions of law and fact predominate over individual questions and
17 class-wide treatment of this dispute is superior to individual litigation. Plaintiff alleges that the
18 proposed Settlement Classes in this case are sufficiently cohesive, since all Settlement Class
19 Members share a common nucleus of facts and potential legal remedies, and since all of the
20 Settlement Class Members and the Class Representative seek compensation for unpaid wages and
21 other civil and statutory penalties from Defendant for the allegations described in the Complaints.
22 Common questions about compensation or lack thereof for work performed by Settlement Class
23 Members and the Settlement Class Members’ potential legal remedies are identical. The
24 alternative method of resolution is individual claims for relatively small amounts of damages, but
25 individual cases would be uneconomical for potential Plaintiff because the cost of litigation dwarfs
26 potential recovery. Therefore, a class action is the preferred method of resolution.

27 32. The class notice plan here calls for the Settlement APEX Class Administration, to
28 mail a Notice of Class Action settlement to all known and reasonably ascertainable Settlement

1 Class Members based on Defendant's records. Further, the Settlement Administrator will conduct
2 a skip-trace and use all reasonable efforts to locate Settlement Class Members and will re-mail all
3 returned envelopes with forwarding addresses. The notice is consistent with the class certification
4 notices approved by numerous state and federal courts, and is the best notice practicable under
5 circumstances of this case. The proposed Settlement Class Members are ascertainable because all
6 of the Settlement Class Members have worked for Defendant during the Class Periods and can be
7 identified through Defendant's records.

8 33. The Notice also fulfills the neutrality requirement. It summarizes the proceedings
9 to date and the terms and conditions of the Settlement in an informative and coherent manner, and
10 is accurate, objective, and understandable to Settlement Class Members, as is required under
11 prevailing precedent. The Notice clearly states the Settlement does not constitute an admission of
12 liability by Defendant and recognizes the Court has not ruled on the merits. It also states the final
13 settlement approval decision has yet to be made. The Notice also clearly instructs the Settlement
14 Class Members on how to object or exclude themselves from the Settlement. Therefore,
15 Settlement Class Members will have the option to participate or exclude themselves simply by
16 mailing a request to exclude themselves. The Settlement Class consists of non-exempt employees
17 who speak English. Thus, the Notice of Class Action is drafted in a manner that is likely to be
18 readily understood by the Settlement Class. Accordingly, the Notice complies with the standards
19 of fairness, completeness and neutrality required of a Notice of Class Action Settlement. The
20 Notice therefore is neutral, objective and understandable.

21 34. I have a great deal of experience in wage and hour class action litigation. I have
22 obtained certification of several classes, I have been approved as class counsel in many other
23 wage/hour class actions, and I am currently litigating numerous others. Although not an all-
24 inclusive list, over the years I have prosecuted the following class action matters as lead and/or co-
25 lead counsel, all of which implicated similar law and facts to those associated with this action:

26 a. *Aguilar v. 7-Eleven, Inc.*, et. al., Orange County Superior Court- Case No.: 30-
27 2009-00268714-CU-OE-CXC. Certified Wage and Hour Class action seeking premium
28 wages for meal period and rest periods and resultant penalties. Class Notice pending.

1 b. *Carey, et. al. v. Arthur J. Gallagher, et. al.*, USDC, SOUTHERN DISTRICT- Case
2 No.: 09-cv-0168. Wage and Hour Class action seeking past wages of overtime for mis-
3 classification of insurance claims adjusters employed by Gallagher Bassett, a third
4 party administrator (TPA) in the State of California. Certification granted. Plaintiffs’
5 counsel co-lead counsel. Case settled, Final Approval granted, no objections and funds
6 fully distributed.

7 c. *Dao v. 3M Company, et al.* USDC, CENTRAL DISTRICT, Case No. CV-08-
8 04554. Wage and Hour Class Action case seeking past wages for “off the clock”,
9 overtime and meal and rest break violations for production workers in the State of
10 California. Plaintiffs’ Counsel appointed as Lead Counsel. Case settled, Final
11 Approval granted, no objections and funds fully distributed.

12 d. *Ortiz v. Kmart*, USDC, CENTRAL DISTRICT, Case No. SACV 06-638 ODW.
13 Wage and Hour Class Action case seeking past wages for meal and rest period
14 violations for retail employees in the State of California. Plaintiffs’ counsel appointed
15 co-lead counsel. Case settled, Final Approval granted, no objections and funds fully
16 distributed.

17 e. *Morgan v. Aramark Campus, LLC*, USDC, CENTRAL DISTRICT, Case No.
18 SACV08-00412. Wage and Hour Class Action case seeking past wages for meal and
19 rest period violations for retail employees in the State of California. Plaintiffs’
20 Counsel appointed as Lead Counsel. Case settled, Final Approval granted, no
21 objections and funds fully distributed.

22 f. *West v Iron Mountain Information Management, Inc, et. al.*; Los Angeles County
23 Superior Court, Case No. BC393709. Wage and Hour Class Action seeking past
24 wages for overtime, meal and rest break violations for driver employees in the State of
25 California. Settlement for “binding arbitration.” Arbitration Award for Plaintiff Class.
26 Arbitration Award confirmed. Plaintiffs’ counsel, lead trial counsel and class counsel.

27 g. *Gonzalez v. Superior Industries Inter, Inc., et al.*, Los Angeles County Superior
28 Court, Case No. BC 357912. Wage and Hour Class Action seeking past wages for

1 overtime, meal and rest breaks violations for production employees in the State of
2 California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval
3 granted, no objections and funds fully distributed.

4 h. *Acosta v. Fleetwood Travel Trailers of California, Inc.*, et al., Riverside County
5 Superior Court, Case No. RIC 440630. Wage and Hour Class Action seeking past
6 wages for overtime, meal and rest break violations for production employees in the
7 State of California. Plaintiffs' counsel appointed as co-lead counsel. Case settled,
8 Final Approval granted, no objections and funds fully distributed.

9 i. *Walker v. Sharkeez, et al.*, Orange County Superior Court, Case No. 05CC00293.
10 Wage and Hour Class Action seeking past wages for unlawful deductions, meal and
11 rest break violations for restaurant employees in the State of California. Plaintiffs'
12 counsel appointed as lead counsel. Case settled, Final Approval granted and funds
13 fully distributed.

14 j. *Padron v. Universal Protection Service, et al*, Orange County Superior Court, Case
15 No. 05CC00013. Wage and Hour Class Action seeking past wages for overtime, meal
16 and rest break violations for security officers in the State of California. Plaintiffs'
17 counsel appointed as co-lead counsel. Case settled, Final Approval granted, no
18 objections and funds fully distributed.

19 k. *Martinez v. Securitas Security Services USA*, et al., Santa Clara Superior Court,
20 Case No. 105-CV047499, et al. J.C.C.P. No. 4460. Wage and Hour Class Action
21 seeking past wages for meal and rest break violations for security officers employed by
22 Defendant in the State of California. Plaintiffs' counsel and co-counsel. Case settled,
23 Final Approval granted and funds fully distributed.

24 l. *Velasquez-Lopez v. Hotel Cleaning Services, Inc.* et al., Riverside Superior Court,
25 Case No. RIC 420909. Wage and Hour Class Action seeking past wages for overtime,
26 meal and rest break violations for housekeepers employed by Defendant in the State of
27 California. Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval
28 granted, no objections and funds fully distributed.

1 m. *Ruiz, et al. v. Unisource Worldwide, Inc., et al.*, USDC, CENTRAL DISTRICT,
2 Case No. CV09-05848. Wage and Hour Class Action seeking past wages for meal and
3 rest period violations for non-exempt employees employed by Defendant in the state of
4 California. Case settled. Awaiting Preliminary Approval hearing. Plaintiff has
5 petitioned the Court for Lead Counsel.

6 n. *Herrador v. Culligan International Company, et al.*, USDC, CENTRAL
7 DISTRICT, Case No. SACV 08-680. Wage and Hour Class Action seeking past wages
8 for field and branch employees of Defendant in the State of California. Plaintiffs'
9 counsel appointed as lead counsel. Case settled and awaiting Final Approval.

10 o. *Defries v. Domain Restaurants, et al.*, Orange County Superior Court, Case No.
11 05CC00128. Wage and Hour Class Action seeking past wages for restaurant
12 employees of Defendant in the State of California. Plaintiffs' counsel appointed as
13 lead counsel. Case settled, Final Approval granted, no objections and funds fully
14 distributed.

15 p. *Denton v. BLB Enterprises, Inc., et al.*, Orange County Superior Court, Case No.
16 07CC01292. Wage and Hour Class Action seeking unpaid overtime, meal and rest
17 break violations for security guards employed by Defendant in the State of California.
18 Plaintiffs' counsel appointed as lead counsel. Case settled, Final Approval granted, no
19 objections and funds fully distributed.

20 q. *Rios v. Sandberg Furniture Manufacturing Co., Inc, et al.*, Los Angeles Superior
21 Court, Case No. BC411477. Wage and Hour Class Action seeking unpaid meal and
22 rest break violations for production employees employed by Defendant in the State of
23 California. Plaintiff counsel appointed as lead counsel. Case settled, Final Approval
24 granted, no objections and funds fully distributed.

25 r. *McMurray v. Dave and Busters, Inc.*, et al., Orange County Superior Court, Case
26 No. 06CC00099. Wage and Hour Class Action seeking past wages for meal and rest
27 break violations for restaurant employees employed by Defendant in the State of
28 California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final

1 Approval granted, no objections and funds fully distributed.

2 s. *Osuna v. DFG Restaurants, Inc.*, et al., Los Angeles Superior Court, Case No. BC

3 330145. Wage and Hour Class Action seeking past wages of overtime for mis-

4 classification of managers employed by Defendant, DBA Carl's Jrs. in the State of

5 California. Plaintiffs' counsel appointed as co-lead counsel. Case settled, Final

6 Approval granted, no objections and funds fully distributed.

7 t. *Burns v. Gymboree Operations, Inc.*, et al., San Francisco Superior Court, Case No.

8 CGC-07-461612. Wage and Hour Class Action seeking past wages for meal and rest

9 break violations for retail employees employed by Defendant in the State of California.

10 Plaintiffs' counsel appointed lead counsel. Case settled, Final Approval granted, no

11 objections and funds fully distributed.

12 u. *Willems v. Diedrich Coffee, Inc.*, et al., Orange County Superior Court, Case No.

13 07CC00015. Wage and Hour Class Action seeking past wages of overtime for mis-

14 classification of managers employed by Defendant in the State of California.

15 Plaintiffs' counsel appointed lead counsel. Case settled, Final Approval granted, no

16 objections and funds fully distributed.

17 v. *Davila, et al. v. Beckman Coulter, Inc.*, et al., Orange County Superior Court, Case

18 No. 07CC01347. Wage and Hour Class Action seeking past wages for overtime, meal

19 and rest break violations for production workers employed by Defendant in the State of

20 California. Plaintiffs' counsel appointed lead counsel. Case settled; final approval

21 granted; no objections and funds fully distributed.

22 w. *Perez v. Naked Juice Company of Glendora, Inc.*, Los Angeles Superior Court,

23 Case No. BC387088. Wage and Hour Class Action seeking past wages for overtime,

24 meal and rest period violations for production employees employed by Defendant in

25 the State of California. Plaintiff counsel appointed as lead counsel. Case settled, Final

26 Approval granted, no objections and funds fully distributed.

27 35. The Settlement Agreement authorizes Class Counsel to seek from the Court

28 attorneys' fees not to exceed 35% of the settlement and reasonable costs. Any amounts not awarded

1 in fees will be added to the Net Settlement Amount—i.e., the Settlement is not dependent on the
2 Court awarding any particular amount to Class Counsel in attorneys' fees, costs, or expenses. Here,
3 the Parties' agreement to pay Class Counsel Fees of 35% of the Gross Settlement Amount is
4 reasonable. Plaintiffs' counsel along with our co-counsel have borne the entire risk and cost of this
5 litigation on a pure contingency fee basis. The legal issues raised drew significantly upon my firms
6 and co-counsel's experience and the extensive review and analysis of documents and information
7 by me and others at my firm and our co-counsel. In a complex action such as this, the proposed
8 attorneys' fees are, at the very least, on the average side of the market rate for contingency fees.

9 36. At this juncture, with the addition of more hours due to the administration of the
10 Settlement by Class Counsel, administration of the Settlement, and preparation for final approval,
11 counsel for plaintiff will provide a detailed analysis of its time in advance of the final approval
12 hearing. Plaintiffs' counsel will file a motion for attorneys' fees and costs to be heard
13 concurrently with the motion for final approval in accordance with the terms of the settlement
14 agreement. The current costs incurred by James Hawkins APLC is \$14,520.92. a true and correct
15 copy of Hawkins' cost are attached hereto as **Exhibit 2**. The costs incurred by counsel for Plaintiff
16 Snipes is \$1,794.07, and the costs incurred by counsel for Plaintiff Winiecki is \$1,863.58. thus the
17 total current costs for all Plaintiffs' counsel is **\$18,178.57**.

18 37. Class counsel anticipates incurring an additional \$1,500 to \$2,000 in recoverable
19 litigation costs through final approval.

20 38. Despite the complexity of the case, Class Counsel has, through the investment of
21 substantial effort and the resources of my law firm been able to secure an outstanding settlement
22 on behalf of the Settlement Class. Plaintiff would have faced substantial legal and factual
23 obstacles in demonstrating that class certification was appropriate. Plaintiff would also have been
24 required to establish a significant amount of witness testimony, pattern and practice evidence,
25 statistical evidence, sampling evidence, expert testimony, and other evidence in order to present
26 their case both at the class certification stage and trial. Defendant vigorously contested liability,
27 the amount of claimed damages, and the propriety of class certification, and would have continued
28 to do so through trial. Accordingly, I believe the Settlement to be fair, reasonable, and adequate

1 and in the best interests of the Settlement Class. The fairness and adequacy of the Settlement is
2 confirmed by all known facts and circumstances, including the risk of significant delay and
3 uncertainty associated with litigation, the various defenses asserted by Defendant, and numerous
4 potential appellate issues.

5 39. Class counsel has executed a joint prosecution agreement where the Attorneys Fees
6 Award is split between counsel, executed min writing by counsel for Plaintiffs and all Plaintiffs as
7 well.

8 40. Counsel hereby attests that they have reviewed the Checklist For Approval Of
9 Class Action and/or Private Attorneys General Act ("PAGA") Settlements for Sacramento County
10 Superior Court, Complex Litigation Department and confirms that the briefing complies with the
11 checklist.

12 I declare under penalty of perjury that the foregoing is true and correct. Executed on July
13 23, 2026 at Irvine, California.

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15 _____
16 James R. Hawkins
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Exhibit 1

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Attorneys for Plaintiff LUTOVIO J. IULIANO
 (Additional Counsel on Next Page)

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF SACRAMENTO

LUTOVIO J. IULIANO, on behalf of the
 general public as private attorney general,

Plaintiff,
 vs.

WORLDWIDE FLIGHT SERVICES, INC., a
 Delaware Corporation; WFS EXPRESS, INC.,
 a Delaware Corporation and DOES 1-50,
 inclusive,

Defendant.

ROBERT WINIECKI, an individual, on behalf
 of himself and all others similarly situated,

Plaintiff,
 v.

WFS EXPRESS, INC., a Delaware corporation;
 and DOES 1 TO 50,

Defendant.

Case No. 34-2023-00337627
 [Hon. Lauri A. Damrell, Dept. 28]

**SETTLEMENT AGREEMENT AND
 STIPULATION TO RESOLVE CLASS
 ACTION AND PAGA CLAIMS**

Complaint Filed: April 7, 2023

Case No. 24CV003061; filed in Sacramento
 County on February 20, 2024

Removed to United States District Court Eastern
 District of California, Case No. 2:24-cv-00933-
 DAD-CKD

1
2 Defendant.

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4
5 TERRY SNIPES, an individual, on behalf of
himself and all others similarly situated,

6 Plaintiff,

7 v.

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9 WORLDWIDE FLIGHT SERVICES, INC.,
a Delaware Corporation; WFS EXPRESS,
10 INC., a Delaware Corporation and DOES 1-
50, Inclusive,

11 Defendant.
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Case No. CGC-25-622515; filed in San
Francisco County on February 18, 2025

removed to the United States District Court of
California; Case No. 25-cv-03412-MMC

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Attorneys for Defendant
28 WFS EXPRESS, INC.

This Settlement Agreement and Stipulation To Resolve Class Action and PAGA Claims (“the Agreement”) is entered into by and between Plaintiffs Lutovio J. Iuliano (“Iuliano”), Terry Snipes (“Snipes”), and Robert Winiecki (“Winiecki”), (collectively, “Plaintiffs”), on the one hand, and Defendant WFS Express, Inc. (“Defendant”), on the other, to resolve: (i) *Iuliano v. WFS Express, Inc. et al.*, (PAGA Action) (Sacramento County Superior Court, Case No. 034-2023-00337627-CU-OE-GDS) (“the Iuliano Action”); (ii) *Winiecki v. WFS Express, Inc. et al.*, (Class Action) (United States District Court for the Eastern District of California, Case No. 2:24-cv-00933-DAD-CKD) (“the Winiecki Action”); (iii) *Snipes v. WFS Express, Inc. et al.* (Class Action) (United States District Court for the Northern District of California, Case No. 25-cv-03412-MMC) (“the Snipes Action”); and (iv) any and all claims, known or unknown, by Iuliano, Snipes,¹ Winiecki,² and against Defendant.

DEFINITIONS

1. **“Actions”** means the Iuliano Action, the Winiecki Action, and the Snipes Action, collectively.

2. **“Aggrieved Employees”** means all current and former non-exempt employees of Defendant in the State of California during the PAGA Period.

3. **The “Agreement” or the “Settlement”** mean this “Settlement Agreement and Stipulation To Resolve Class Action and PAGA Claims.”

4. **“Attorneys’ Fees and Costs”** means the amount authorized by the Court for: (i) an award of attorneys’ fees to Class Counsel for litigation and resolution of the Actions, in the amount that does not exceed 35 % of the GSA (as defined below), or Nine Hundred Forty-Five Thousand Dollars and Zero Cents (\$945,000.00); and (ii) reimbursement of actual costs incurred by Class Counsel in connection with the Actions, in an amount not to exceed Forty-Five Thousand Dollars and Zero Cents (\$45,000.00).

¹ Snipes does not provide a general release of claims in connection with this Class/PAGA Agreement. Snipes shall execute a separate Confidential Individual Settlement Agreement, entered into concurrently with the Agreement.

² Winiecki does not provide a general release of claims in connection with the Agreement. Winiecki shall execute a separate Confidential Individual Settlement Agreement, entered into concurrently with the Agreement.

- 1 5. **“Class Counsel”** means James Hawkins APLC, Melmed Law Group P.C., The
2 Markham Law Firm, and United Employees Law Group, collectively.
- 3 6. **“Class”** or **“Class Members”** means all current and former non-exempt employees
4 of Defendant in the State of California during the Class Period.
- 5 7. **“Class List”** means a list of Class Members that (i) identifies each Class Member by
6 name, Social Security Number, and last known address, and (ii) specifies the number of Workweeks
7 for said Class Member.
- 8 8. **“Class Notice”** means the Notice of Class Action Settlement, attached hereto as
9 **Exhibit A**, or a substantially similar notice approved by the Court.
- 10 9. **“Class Period”** means the period from February 20, 2020, to and including March
11 13, 2026.
- 12 10. **“Class Representatives”** means Iuliano, Snipes, and Winiecki, collectively.
- 13 11. **“Court”** means the Sacramento County Superior Court, where the Iuliano Action is
14 pending.
- 15 12. **“Defendant”** means WFS Express, Inc.
- 16 13. **“Defense Counsel”** means Fisher & Phillips LLP.
- 17 14. **“Effective Date”** means the effective date of the Agreement, which shall be the later
18 of (i) if no Participating Class Member objects to the Settlement, or if all objections to the Settlement
19 have been formally withdrawn by the time of the Final Order and Judgment, the day the Court enters
20 Judgment; or (ii) if an appeal, review, or writ is sought from the Final Order or Final Judgment, the
21 day after the Final Order and Final Judgment are affirmed or the appeal, review, or writ is dismissed
22 or denied, and the Final Order and Final Judgment are no longer subject to further judicial review.
23 The Effective Date is conditioned upon the Court’s having entered a Final Order and Judgment as
24 set forth in the Agreement.
- 25 15. **“Employer’s Taxes”** means Defendant’s share of the payroll taxes associated with
26 the wage portion of the Individual Settlement Payments, which Defendant shall pay separately
27 from the GSA.
- 28 16. **“Enhancement Award”** means the amount the Court authorizes to be paid to each of

the Plaintiffs in addition to their Individual Settlement Payment, in recognition of their effort and work in prosecution of the Actions, up to Fifteen Thousand Dollars and Zero Cents (\$15,000.00) for each Plaintiff.

17. **“Final Approval Hearing”** means the hearing on the Final Hearing Date for the Motion for Final Approval of the Settlement.

18. **“Final Hearing Date”** means the date set by the Court for the hearing on the Motion for Final Approval of the Settlement.

19. **“Final Order and Judgment”** means the proposed order granting the Motion for Final Approval of the Settlement and the separate proposed judgment based thereon, which Plaintiffs shall submit to the Court with the Motion for Final Approval of the Settlement.

20. **“General Release”** means the general release of all claims by Plaintiff Iuliano, as set forth in Paragraph 64, *infra*.

21. **“Gross Settlement Amount”** or **“GSA”** means the total settlement payment Defendant has agreed to make under the Agreement. The GSA is Two Million Seven Hundred Thousand Dollars and Zero Cents (\$2,700,000.00).

22. **“Individual PAGA Payment”** means a payment to an Aggrieved Employee of the employee’s share of the PAGA Payment as set forth in the Agreement.

23. **“Individual Settlement Payment”** means the individual settlement payment allocated to each Participating Class Member and/or Aggrieved Employee, as set forth in the Agreement, and consists of the Participating Class Member Payment and the Individual PAGA Payment, if eligible.

24. **“LWDA”** means the Labor and Workforce Development Agency.

25. **“LWDA Payment”** means 75% of the PAGA Settlement Amount, One Hundred One Thousand Two Hundred Fifty Dollars and Zero Cents (\$101,250.00), which shall be paid to the LWDA.

26. **“Named Plaintiffs”** means Iuliano, Snipes, and Winiecki, collectively.

27. **“Notice Period”** means the time period commencing on the date the Class Notice is mailed to Class Members and Aggrieved Employees and ending 60 days thereafter, unless a notice

is remailed to a Class Member or Aggrieved Employee, in which case the Notice Period shall end either 60 days after mailing or 15 days after remailing, whichever is later.

28. **“Net Settlement Amount”** or **“NSA”** means the settlement amount to be distributed to Participating Class Members, which is the GSA less the Attorneys’ Fees and Costs, the Enhancement Award, the PAGA Settlement Amount, and Settlement Administration Costs.

29. **“Operative Complaints”** means (i) the PAGA Representative Action Complaint Pursuant to the Private Attorneys General Act, filed in the Iuliano Action on April 7, 2023, (ii) the Class Action Complaint, filed in the Snipes Action on February 18, 2025, and (iii) the First Amended Class and PAGA Representative Action Complaint, filed in the Winiecki Action on August 1, 2024,

30. **“PAGA Actions”** means the Iuliano Action and Winiecki Action, collectively.

31. **“PAGA Payment”** means 25% of the PAGA Settlement Amount, Thirty-Three Thousand Seven Hundred Fifty Dollars and Zero Cents (\$33,750.00), which shall be allocated to the Aggrieved Employees.

32. **“PAGA Settlement Amount”** means the amount of One Hundred Thirty-Five Thousand Dollars and Zero Cents (\$135,000.00), which represents the portion of the GSA allocated to the settlement of the PAGA Claims. The PAGA Settlement Amount shall be paid from the GSA and shall be allocated as set forth in the Agreement.

33. **“PAGA Notices”** means the letters sent by the Named Plaintiffs to the LWDA, pursuant to Labor Code section 2699.3, specifically (i) the PAGA Notice dated January 31, 2023 by Iuliano, (ii) the PAGA Notice dated February 20, 2024, by Winiecki, (iii) any amended PAGA notice and/or LWDA letter dated on or about June 29, 2026, and (iv) any letter from any of the Named Plaintiff to the LWDA.

34. **“PAGA Period”** means the period from January 31, 2022, until March 13, 2026.

35. **“Parties”** means the Defendant and the Named Plaintiffs, individually and on behalf of all Class Members and Aggrieved Employees. Each of the Parties may be referred to in the singular as a **“Party.”**

36. **“Participating Class Member”** means each Class Member who has not timely opted out of the Settlement pursuant to the Agreement.

37. **“Participating Class Member Payment”** means the *pro rata* share of the Net Settlement Amount that a Class Member may be eligible to receive from the NSA, to be calculated in accordance with the conditions set forth in Paragraph 55.f., *infra*, inclusive of the employee’s share of taxes and withholdings on the wage portion of the Participating Class Member Payment.

38. **“Pay Period”** means two calendar weeks worked by any Aggrieved Employee during the PAGA Period.

39. **“Preliminary Approval Order”** means an order from the Court granting the Motion for Preliminary Approval of the Settlement.

40. **“Released Class Claims”** means all claims alleged to have occurred during the Class Period that (i) arise from the facts, matters, transactions or occurrences alleged in the Actions, Operative Complaints, PAGA Actions, and/or PAGA Notices or that could have been alleged in the Actions, Operative Complaints, PAGA Actions, and/or PAGA Notices based on such facts; and/or (ii) arise from the facts, matters, transactions or occurrences alleged, or that could have been alleged, to include, but are not limited to, claims premised on the failure to pay all minimum wages and overtime compensation including, but not limited to, time spent working off-the-clock (including time responding to work communications, going through security, waiting in line to clock in or out, and in executing regular tasks/duties); failure to provide off-duty meal periods and rest breaks where employees are free to leave the premises or premium payments; failure to provide records; failure to provide and maintain complete and accurate itemized wage statements including failure to list the correct employer on wage statements; split shift violations; failure to keep complete and accurate payroll records; untimely payment of wages during employment and at the time of termination; failure to pay wages, including overtime wages at the regular rate; failure to pay meal period penalties at the regular rate; failure to pay rest break penalties at the regular rate; failure to pay paid sick leave at the regular rate; failure to provide supplemental paid sick leave; violations of California Labor Code §§ 201, 202, 203, 204, 204(b), 210, 226, 226.3, 226.7, 246, 351, 432, 510, 512, 516, 551, 552, 558, 1174, 1174(d), 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802; 2698; any and all allegations and claims pled in the PAGA Notices and the Operative Complaints; and related violations of the applicable California Wage Orders including Wage Orders 4-2001, and

9-2001 and California Code of Regulations, Title 8, section 11000 *et seq.* Excluded from the definition of the Released Class Claims are claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation claims, FEHA-related claims for retaliation, discrimination or harassment, and any claims outside the Class Period.

41. **"Released PAGA Claims"** means claims for penalties under the Private Attorneys' General Act of 2004, codified at California Labor Code § 2698, *et seq.*, that during the PAGA Period (i) arise from the facts, matters, transactions or occurrences alleged in the PAGA Actions and/or PAGA Notices or that could have been alleged in the PAGA Actions and/or PAGA Notices based on such facts; and/or (ii) arise from the facts, matters, transactions or occurrences alleged, or that could have been alleged, in the PAGA Actions. Without limiting the foregoing, the Released PAGA Claims include, but are not limited to, claims premised on the failure to pay all minimum wages and overtime compensation including, but not limited to, time spent working off-the-clock (including time responding to work communications, going through security, waiting in line to clock in or out, and in executing regular tasks/duties); failure to provide off-duty meal periods and rest breaks where employees are free to leave the premises or premium payments; failure to provide records; failure to provide and maintain complete and accurate itemized wage statements including failure to list the correct employer on wage statements; split shift violations; failure to keep complete and accurate payroll records; untimely payment of wages during employment and at the time of termination; failure to pay wages, including overtime wages, at the regular rate; failure to pay meal period penalties at the regular rate; failure to pay rest break penalties at the regular rate; failure to pay paid sick leave at the regular rate; failure to provide supplemental paid sick leave; violations of California Labor Code §§ 201, 202, 203, 204, 204(b), 210, 226, 226.3, 226.7, 246, 351, 432, 510, 512, 516, 551, 552, 558, 1174, 1174(d), 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802; 2698; any and all allegations and claims pled in the PAGA Notices and the Operative Complaints; and related violations of the applicable California Wage Orders including Wage Orders 4-2001, and 9-2001 and California Code of Regulations, Title 8, section 11000 *et seq.* Excluded from the definition of the Released PAGA Claims are claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation claims, FEHA-related claims for

retaliation, discrimination or harassment, and any claims outside the PAGA Period.

42. **“Released Parties”** means and includes Defendant and its respective current and former parents, predecessors or successors, holding companies, owners, subsidiaries, divisions, and affiliated or related persons or entities, and each of their respective officers, directors, managers, employees, insurers, partners, shareholders, members, attorneys, agents, executors, and assigns.

43. **“Settlement Administration Costs”** means the costs of settlement administration, including costs of notice to Class Members, distributing settlement payments, and any other fees and costs incurred or charged by the Settlement Administrator in connection with the execution of its duties under this Settlement.

44. **“Settlement Administrator”** means Apex Class Action Administrators, or such other third-party administrator chosen by the Parties and approved by the Court.

45. **“Settlement Class”** means all Participating Class Members.

46. **“Workweek”** means a calendar-year week worked by any Class Member during the Class Period.

RECITALS

47. On January 31, 2023, Iuliano submitted a PAGA Notice to the LWDA.

48. On April 7, 2023, Iuliano filed the Iuliano Action.

49. On February 20, 2024, Winiecki submitted a PAGA Notice to the LWDA.

50. On March 25, 2024, Defendant removed a state court action previously filed by Winiecki to the United States District Court for the Eastern District of California, pending as the Winiecki Action.

51. On April 17, 2025, Defendant removed a state court action previously filed by Snipes to the United States District Court for the Northern District of California, pending as the Snipes Action.

52. The Parties have agreed to file an Amended Complaint in the Iuliano Action as the Operative Complaint therein, to include all the claims and allegations from all three actions and all of the Released Class Claims and Released PAGA Claims. The Actions and PAGA Actions allege that Defendant violated various wage-and-hour laws, including: (1) failure to pay wages including

1 overtime as required by Labor Code §§ 510 and 1194; (2) failure to provide meal periods as required
2 by Labor Code §§ 226.7, 512 and IWC Wage Orders; (3) failure to provide rest periods as required
3 by Labor Code §§ 226.7, 512; (4) failure to pay timely wages required by Labor Code § 203; (5)
4 failure to timely pay wages during employment required by Labor Code § 204; (6) failure to provide
5 accurate wage statements required by Labor Code §§ 226, 226.3, 558.1; (7) fees on use of pay cards,
6 in violation of Labor Code §§ 212 and 213; (8) failure to accurately record and pay sick leave as
7 required by Labor Code § 246; (9) failure to reimburse necessary business expenses; (10) violation
8 of Business & Professions Code § 17200, et seq; and (11) penalties pursuant to the California Private
9 Attorneys General Act.

10 53. The Parties agreed to attend a full-day mediation on December 1, 2025, with neutral
11 Daniel J. Turner, Esq. (the “**Mediator**”), a respected mediator of complex wage-and-hour actions.

12 54. In preparation for the mediation, Defendant provided Class Counsel with time and
13 payroll records and relevant policies for Class Members and Aggrieved Employees during the Class
14 Period and PAGA Period, respectively.

15 55. On December 15, 2025, the mediation was held, though an immediate settlement was
16 not reached. Subsequently, through the assistance of the Mediator, the Parties continued settlement
17 discussions and the Parties reached a settlement on February 13, 2026, on the terms set forth as
18 memorialized in the Agreement. Settlement discussions were conducted at arm’s length, and the
19 Settlement is the result of an informed and detailed analysis of Defendant’s potential liability and
20 exposure in relation to the costs and risks associated with continued litigation of the Actions. In
21 connection with the Settlement, the Parties have agreed, *inter alia*, to file an Amended Complaint
22 in the Iuliano Action to include all of the Released Class Claims.

23 56. Defendant denies that it engaged in any wrongdoing or has any liability of any kind,
24 associated with the claims made and allegations asserted in the Operative Complaints and the PAGA
25 Notices. Defendant contends that it has complied with both federal and state wage-and-hour laws,
26 and all other laws regulating its employment relationship with the Class Members and the Aggrieved
27 Employees, including the Named Plaintiffs.

28 57. Class Counsel has investigated the facts relating to the Actions. Based on the

1 documents and data produced, as well as Class Counsel's own independent investigation and
2 evaluation, Class Counsel believes that the Agreement is fair, reasonable, and adequate, and in the
3 best interest of the Class in light of all known facts and circumstances, including the risk of
4 significant delay and defenses asserted to the merits of the Actions. While Defendant specifically
5 denies any liability in the Actions, Defendant has agreed to enter into the Agreement to avoid the
6 costs associated with defending the Actions.

7 58. The Parties, Class Counsel, and Defense Counsel represent that they are not aware of
8 any other pending matters or actions asserting claims that shall be extinguished or affected by the
9 Agreement.

10 TERMS AND CONDITIONS

11 NOW, THEREFORE, in consideration of the recitals listed above and the promises and
12 warranties set forth herein, and intending to be legally bound and acknowledging the sufficiency of
13 the consideration and undertakings set forth herein, Named Plaintiffs, individually and on behalf of
14 the Class Members, Aggrieved Employees, and, to the extent permitted by law, the State of
15 California, on one hand, and Defendant, on the other, agree that the Actions shall be and are finally
16 and fully compromised and settled on the following terms and conditions:

17 59. Non-Admission of Liability. The Parties enter into the Agreement to resolve the
18 dispute that has arisen between them and to avoid the burden, expense, and risk of continued
19 litigation. In entering into the Agreement, Defendant and the other Released Parties do not admit,
20 and specifically deny, that they have violated any federal, state, or local law; violated any regulations
21 or guidelines promulgated pursuant to any statute or any other applicable laws, regulations or legal
22 requirements; breached any contract; violated or breached any duty; engaged in any
23 misrepresentation or deception; or engaged in any other unlawful conduct with respect to the Class
24 or the Aggrieved Employees. Neither the Agreement, nor any of its terms or provisions, nor any of
25 the negotiations giving rise to it, shall be construed as an admission or concession by Defendant or
26 any of the other Released Parties of any such violations or failures to comply with any applicable
27 law. Except as necessary in a proceeding to enforce the terms of the Agreement, the Agreement and
28 its terms and provisions shall not be offered or received as evidence in any action or proceeding to

1 establish any liability or admission on the part of Defendant or to establish the existence of any
2 condition constituting a violation of, or non-compliance with, federal, state, local or other applicable
3 law.

4 60. Consolidated Action in Sacramento County Superior Court. Named Plaintiffs agree
5 to take all actions necessary to amend and/or consolidate the Actions in Sacramento County Superior
6 Court under the Iuliano Action, including, but not limited to, filing a stipulation seeking leave of
7 court to file an Amended Complaint to include all of the Released Class Claims.

8 61. Conditional Nature of Settlement. For settlement purposes only, the Parties agree that
9 (i) a class may be certified in the Actions pursuant to California Code of Civil Procedure Section
10 382, and (ii) the Actions may proceed as a PAGA representative action.

11 a. The Parties intend the Agreement to be contingent upon the preliminary and
12 final approval of each and every term of the Agreement, without material modification. The Parties
13 and their respective counsel shall use their respective best efforts to obtain Court approval and
14 implement the Agreement in accordance with its terms. If the Court does not approve the
15 Agreement, the Parties agree to meet and confer to address the Court's concerns. If the Parties are
16 unable to agree upon a resolution, the Parties agree to refer their dispute to the Mediator for informal
17 assistance in seeking a resolution. If thereafter the Parties are unable to resolve the dispute, the
18 Parties intend the Agreement to become null and void, and unenforceable, in which event the
19 settlement terms set forth in the Agreement, including any modifications made with the consent of
20 the Parties, and any action taken or to be taken in connection with the Agreement shall be terminated
21 and shall become null and void and have no further force or effect, and the class certified for
22 settlement purposes pursuant to the Agreement shall be decertified for all purposes.

23 b. In the event the Court does not grant preliminary or final approval of the
24 Agreement, or in the event that the Agreement shall terminate or the settlement embodied in the
25 Agreement does not become effective for any reason, the Agreement and all negotiations, court
26 orders and proceedings relating to the Agreement shall be without prejudice to the rights of the
27 Named Plaintiffs, Class Members, Aggrieved Employees, and Defendant, each of whom shall be
28 restored to their respective positions existing prior to the execution of the Agreement, and evidence

relating to the Agreement and all negotiations shall not be discoverable or admissible in the Actions or any other litigation. Defendant does not waive, and instead expressly reserves, its rights to challenge the propriety of class certification and/or the Actions proceeding on a representative basis for any purpose should the Court not grant preliminary or final approval of the Agreement.

62. Participating Class Members' Release. Upon Defendant's funding of the GSA and Employer's Taxes to the Settlement Administrator, the Named Plaintiffs and all Participating Class Members shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties from the Released Class Claims.

a. This release by the Named Plaintiffs and each Participating Class Member is intended to settle any and all of the Released Class Claims that any of them may have against Defendant or any of the Released Parties.

b. Because it is impossible or, at the very least, impracticable to have each Class Member execute the Agreement, the Class Notice shall advise all Class Members of the binding nature of the release and such notice shall have the same force and effect as if the Agreement were executed by each Class Member.

63. Aggrieved Employees' Release. All Aggrieved Employees release the Released Parties for the Released PAGA Claims in the PAGA Period. More specifically, in exchange for the PAGA Settlement Amount, and upon funding of the GSA and Employer's Taxes to the Settlement Administrator, all Aggrieved Employees, including but not limited to the Named Plaintiffs, as representatives for the State of California, on behalf of their current, former, and future heirs, executors, administrators, attorneys, agents, and assigns, shall be deemed to have fully, finally, and forever released, settled, compromised, relinquished and discharged any and all of the Released Parties from the Released PAGA Claims. The Aggrieved Employees and the State of California shall be deemed, by operation of the Final Order and Judgment, to have agreed not to sue or otherwise make a claim against Defendant or any of the Released Parties for the Released PAGA Claims that arose during the PAGA Period.

64. General Release by Iuliano, (Only). Upon funding of the GSA and Employer's Taxes to the Settlement Administrator, Iuliano, will be deemed to have fully, finally, and forever released,

1 settled, compromised, relinquished and discharged Defendant and the Released Parties, in addition
2 to the Released Class Claims, any other claims that Iuliano, now has or claims to have, or has ever
3 had or claimed to have, against Defendant and/or the Released Parties. Without limiting the
4 generality of the foregoing, Iuliano, specifically and expressly releases, to the maximum extent
5 permitted by law, any claims against Defendant and the Released Parties, arising out of or relating
6 to his employment or the termination of his employment with Defendant and any other of the
7 Released Parties. This general release by Iuliano, includes a waiver of his rights under Civil Code
8 Section 1542, which provides: "A general release does not extend to claims that the creditor or
9 releasing party does not know or suspect to exist in his or her favor at the time of executing the
10 release and that, if known by him or her, would have materially affected his or her settlement with
11 the debtor or released party." Plaintiff Snipes does not release all claims (i.e., does not provide a
12 general release of claims or section 1542 waiver) via the Agreement as he is executing a separate
13 Confidential Individual Settlement Agreement with Defendant, which will provide a general release
14 of all claims. Plaintiff Winiecki does not release all claims (i.e., does not provide a general release
15 of claims or section 1542 waiver) via this Settlement Agreement as Winiecki is currently pursuing
16 individual claims against Defendant.

17 65. No Prior Assignments. The Named Plaintiffs represent and warrant that they have
18 not directly or indirectly assigned, transferred, encumbered or purported to assign, transfer, or
19 encumber to any person or entity any portion of any liability, claim, demand, action, cause of action,
20 or rights released and discharged by the Agreement.

21 66. Settlement Payments and Calculation of Claims. Subject to final Court approval and
22 the conditions specified in the Agreement, and in consideration of the mutual covenants and
23 promises set forth in the Agreement, Defendant agrees to pay the GSA of Two Million Seven
24 Hundred Thousand Dollars and Zero Cents (\$2,700,000.00). The GSA includes, but is not limited
25 to, payments to be made to Participating Class Members, the Attorneys' Fees and Costs, the
26 Enhancement Awards to the Named Plaintiffs, the PAGA Settlement Amount, and the Settlement
27 Administration Costs.

28 67. GSA Settlement Escalator. The Settlement is based on the representation that the

Class Members worked approximately 206,852 Workweeks as of October 18, 2025. In the event the qualifying Workweeks increase by more than 10%, Defendant shall have the option to either: (i) increase the GSA on a pro-rata basis equal to the percentage increase in the number of Workweeks above 10% (for example, if the number of Workweeks increases by 11%, the GSA shall increase by 1%) or (ii) shorten the release period to an earlier date at which only the represented number of Workweeks plus 10% are covered by the Class Period.

68. Apportionment of GSA. The Parties agree, subject to Court approval and the conditions specified in the Agreement, that Defendant shall not be required to pay any amount over the GSA, apart from the Employer's Taxes, which shall be paid separate from and in addition to the GSA. The following table summarizes the allocation of the GSA:

- **\$135,000.00** for the PAGA Settlement Payment
 - **\$101,250.00** for the LWDA Payment
 - **\$33,750.00** for the Individual PAGA Payments
- **Up to \$945,000.00** for the Attorneys' Fees and **\$45,000.00** for Costs
- **Up to \$60,000.00**, collectively, for the \$15,000 Enhancement Awards for each of the Named Plaintiffs
- **Up to \$54,990.00** for the Settlement Administration Costs
- **Approximately \$1,460,010.00** for the Participating Class Member Payments

a. Class Counsel Attorneys' Fees and Costs: At the Final Approval Hearing, Class Counsel shall apply to the Court for an award of the Attorneys' Fees and Costs in the following amounts: (i) no more than thirty-five percent (35%) of the GSA which, unless escalated pursuant to Paragraph 64, *supra*, equals \$945,000.00; and (ii) actual costs incurred by Class Counsel not to exceed \$45,000.00. These fees and costs are included in, and shall be paid from, the GSA. Class Counsel shall be issued an IRS Form 1099 for any award of the Attorneys' Fees and Costs. Except as provided in this Paragraph, each party shall bear its own attorneys' fees, costs, and expenses

1 incurred in the prosecution, defense, or settlement of the Actions. If the Court awards Attorneys'
2 Fees and Costs in an amount less than that requested, any amount not awarded shall become part of
3 the Net Settlement Amount, and shall not be a reason to invalidate or effect any of the obligations
4 set forth in the Agreement.

5 b. Settlement Administrator Costs: At the Final Approval Hearing, Class
6 Counsel shall apply to the Court for approval of the Settlement Administration costs, currently
7 estimated to be \$54,990.00. These costs are included in, and shall be paid from, the GSA. If the
8 actual amount of the Settlement Administration Costs is less than \$54,990.00, the difference shall
9 become part of the NSA. If the Settlement Administration Costs exceed \$54,990.00, then such
10 excess shall be paid exclusively from the GSA, and Defendant shall not be responsible for paying
11 any additional funds, into the GSA or otherwise, in order to pay these additional costs.

12 c. Named Plaintiffs Enhancement Award: At the Final Approval Hearing, Class
13 Counsel shall apply to the Court for awards of up to \$15,000.00 for each of the Named Plaintiffs as
14 an Enhancement Award for their service and assuming the risks associated with this litigation, and
15 for the time spent in assisting Class Counsel to litigate the Actions. Defendant shall not oppose
16 such application. The Enhancement Award is included in, and shall be paid from, the GSA. The
17 Named Plaintiffs shall be issued IRS Forms 1099 for the Enhancement Award approved by the
18 Court. The Enhancement Award payable to each of the Named Plaintiffs shall be in addition to any
19 payment they may receive. If the Court awards less than the amount requested, any amount not
20 awarded shall become part of the NSA and shall not be a reason to invalidate or effect any of the
21 obligations set forth in the Agreement.

22 d. PAGA Settlement Amount: At the Final Approval Hearing, Class Counsel
23 shall apply to the Court for approval of the PAGA Amount of \$135,000.00 for claims for civil
24 penalties asserted under PAGA. Class Counsel shall submit notice of this Settlement to the LWDA,
25 as required by Labor Code § 2699(l)(2). The Parties agree that 75% of the PAGA Amount
26 (\$101,250.00) shall be paid to the LWDA as the "**LWDA Payment**," and the remaining 25%
27 (\$33,750.00) shall be allocated to the Aggrieved Employees as the "**PAGA Payment**." The portion
28 of the PAGA Payment allocated to each of the Aggrieved Employees shall be calculated using the

1 same formula as set forth in Paragraph 67.e, but shall be limited to Pay Periods worked during the
2 PAGA Period. Any Class Members who worked during the PAGA Period and who opt out of the
3 Settlement shall still be considered Aggrieved Employees for purposes of this Paragraph 56.d and,
4 therefore, shall (i) receive their Individual PAGA Payment; and (ii) release the Released PAGA
5 Claims against the Released Parties.

6 e. Individual Settlement Payments. The Individual Settlement Payments shall
7 consist of: (i) each Participating Class Member's Payment; and (ii) if applicable, each Aggrieved
8 Employee's Individual PAGA Payment.

9 i) Participating Class Member Payment: After deducting the approved
10 amounts specified in Paragraphs 56.a-d, *supra*, each Participating Class Member shall be entitled to
11 a *pro rata* portion of the remaining amount. Participating Class Member Payments shall be
12 calculated from the NSA based on the number of weeks worked by each Participating Class
13 Member, rounded up to the nearest whole week. All Class Members shall be deemed to have worked
14 during at least one week during the Class Period. Each Participating Class Member's Payment shall
15 be calculated by dividing the Participating Class Member's weeks worked in a non-exempt position
16 by the total number of weeks worked by all Class Members in a non-exempt position during the
17 Class Period and multiplying this figure by the NSA. The Class Notice shall include the number of
18 weeks that the Class Member worked during the Class Period and the amount the Class Member is
19 estimated to receive under the terms of the Settlement.

20 ii) Individual PAGA Payment: For each Aggrieved Employee, the
21 Individual Settlement Payment shall also include the Class Member's *pro rata* share of the PAGA
22 Payment, as set forth in Paragraph 56.d, *supra*.

23 f. Participating Class Member Payments shall be distributed only to
24 Participating Class Members. The portion of the NSA allocated to Class Members who opt out of
25 the Settlement shall be distributed to Participating Class Members on a *pro rata* basis, calculated
26 using the formula set forth in Paragraph 67.e, *supra*. Individual PAGA Payments shall be
27 distributed to all Aggrieved Employees.

28 g. The Parties agree that, under no circumstances shall Defendant be obligated

1 to pay any amount under the Agreement to any Class Member other than Participating Class
2 Members, with the exception of the Individual PAGA Payments which are not affected by a Class
3 Member opt out. In addition, the Parties agree that, except as provided in Paragraph 53, *supra*,
4 under no circumstances shall Defendant be obligated to pay more than the GSA in full settlement
5 of the Actions.

6 69. No Credit Toward Benefit Plans. The Individual Settlement Payments made to
7 Participating Class Members under the Agreement, including the Individual PAGA Payments made
8 to Aggrieved Employees, shall not be utilized to calculate any additional benefits under any benefit
9 plans to which any Participating Class Member or Aggrieved Employees may be eligible including,
10 but not limited to profit-sharing plans, bonus plans, 401(k) plans, stock purchase plans, vacation
11 plans, sick leave plans, PTO plans, and any other benefit plan. Rather, it is the Parties' intention
12 that the Agreement shall not affect any rights, contributions, or amounts which any Participating
13 Class Member or Aggrieved Employee may be entitled to under any benefit plans.

14 70. Taxation Of Settlement Proceeds. All settlement payments paid to Participating Class
15 Members and Aggrieved Employees, shall be paid in a net amount after applicable state and federal
16 tax withholdings and payment of payroll taxes.

17 a. The Participating Class Member Payments shall be reported as follows: (i)
18 10% of the amount distributed to each Participating Class Member shall be considered wages, and
19 shall be reported as such to each Participating Class Member on a W-2 Form; (ii) 10% of the amount
20 distributed to each Participating Class Member shall be considered interest on the unpaid wages,
21 and (iii) approximately 80% to statutory penalties, and shall be reported as such to each Participating
22 Class Member on an IRS Form 1099.

23 b. Prior to mailing the Individual Settlement Payments, the Settlement
24 Administrator shall calculate, withhold from the Individual Settlement Payments, and remit to
25 applicable governmental agencies sufficient amounts as may be owed by Participating Class
26 Members for required withholdings and taxes, including all payroll taxes. The Settlement
27 Administrator shall issue appropriate tax forms to each Participating Class Member and Aggrieved
28 Employee consistent with the foregoing breakdown. The Parties understand that the Participating

1 Class Members and Aggrieved Employees who receive an Individual Settlement Payment, including
2 an Individual PAGA Payment, pursuant to the Agreement shall be solely responsible for any and all
3 tax obligations associated with such receipt.

4 c. The Parties stipulate that the Settlement Fund (as defined at Paragraph 74)
5 shall qualify as a settlement fund pursuant to the requirements of 26 U.S.C § 468(B)(g), as amended,
6 and 26 CFR § Section 1.468B-1, *et seq.* Furthermore, the Settlement Administrator is designated
7 as the “Administrator” of the qualified settlement funds for purposes of 26 CFR § 1.468B-2(k).
8 Accordingly, all taxes imposed on the gross income of the Settlement Fund and any tax-related
9 expenses arising from any income tax return or other reporting document that may be required by
10 the Internal Revenue Service or any state or local taxing body shall be paid from the Settlement
11 Fund.

12 d. All Parties represent and acknowledge that nothing in the Agreement
13 constitutes tax advice regarding the tax treatment of payments under federal, state, or local law. The
14 Named Plaintiffs, Participating Class Members, and Aggrieved Employees shall assume any such
15 tax obligations or consequences that may arise from the Agreement and Class Members shall not
16 seek any indemnification from the Parties or any of the Released Parties in this regard. In the event
17 that any taxing body determines that additional taxes are due from any Class Member or Aggrieved
18 Employee, including the Named Plaintiffs, such Class Member or Aggrieved Employee assumes all
19 responsibility for the payment of such taxes.

20 71. Notice Procedure. Within 21 calendar days after entry of the Preliminary Approval
21 Order, Defendant shall provide to the Settlement Administrator the Class List. Defendant shall
22 provide the Class List in an Excel file or other format reasonably acceptable to the Settlement
23 Administrator. The Settlement Administrator shall keep the Class List confidential, except it shall
24 be provided to Class Counsel upon request with Social Security Numbers and address information
25 redacted, and Class Counsel agrees to use such information only for the purposes described in the
26 Agreement.

27 a. Upon receipt of the Class List, the Settlement Administrator shall perform a
28 search based upon the National Change of Address Database to update and correct any known or

1 identifiable address changes. The Settlement Administrator shall exercise its best judgment to
2 determine the current mailing address for each Class Member. Within 14 calendar days after receipt
3 of the Class List from Defendant, the Settlement Administrator shall send the Class Notice to each
4 Class Member via First Class U.S. Mail. Receipt of the Class Notice shall be presumed as to each
5 and every Class Member whose Class Notice is not returned to the Settlement Administrator as
6 undeliverable within 14 calendar days after mailing.

7 b. The Settlement Administrator shall re-mail any notice packet returned by the
8 United States Postal Service with a forwarding address on or before the expiration of the Notice
9 Period. It shall be conclusively presumed that those Class Members whose re-mailed Class Notice
10 is not returned to the Settlement Administrator as undeliverable within 14 calendar days after re-
11 mailing, received the Class Notice. Class Members who receive a re-mailed Class Notice shall have
12 15 days from the date of the re-mailing to object, opt out, or dispute the Workweeks attributed to
13 him or her.

14 c. The Settlement Administrator shall use the appropriate skip tracing and
15 National Change of Address searches to increase the likelihood of delivery of the Class Notice to
16 Class Members, and to re-mail the notice packets returned by the Postal Service without a
17 forwarding address upon locating new or alternate addresses after a reasonable search.

18 d. Class Counsel shall provide to the Court, in connection with seeking final
19 approval of the Settlement, a declaration from the Settlement Administrator confirming that the
20 Class Notice was mailed to all Class Members as required by the Agreement, as well as any
21 additional information Class Counsel deems appropriate to provide to the Court in this regard.

22 72. Dispute Procedure. The Class Notice shall include a procedure by which a Class
23 Member may dispute the number of Workweeks allocated to the Class Member by submitting a
24 written dispute sent via U.S. Mail to the Settlement Administrator postmarked no later than the
25 expiration of the Notice Period (“**Workweek Dispute**”). To be valid, a Workweek Dispute must
26 contain the following: (i) the Class Member’s full name and current address; (ii) the applicable
27 Action name and/or case number; (iii) the number of Workweeks the Class Member claims to be
28 correct; and (iv) documentary evidence sufficient to prove that Defendant’s calculation of the

1 Workweeks for the Class Member is incorrect, if any. Upon receipt of notice of a Workweek
2 Dispute, the Settlement Administrator shall promptly serve Defense Counsel with a copy of the
3 Workweek Dispute and any accompanying papers. Defense Counsel or the Settlement
4 Administrator shall inform Class Counsel of any such dispute. No Workweek Dispute shall be
5 effective or considered for any purpose unless it is timely mailed by U.S. mail to and received by
6 the Settlement Administrator as provided above. Defendant shall have the right to respond to the
7 Workweek Dispute by any Class Member. The Settlement Administrator shall also attempt to
8 resolve the Workweek Dispute. To the extent the Workweek Dispute cannot be resolved amongst
9 the Parties, the Court shall make a final and binding determination of any unresolved dispute.

10 a. Within 14 calendar days after the close of the Notice Period, the Settlement
11 Administrator shall provide Class Counsel and Defense Counsel with a report listing the amount of
12 all Individual Settlement Payments, including Individual PAGA Payments, to be made to
13 Participating Class Members and Aggrieved Employees. The report to Class Counsel shall not
14 include the names, Social Security Numbers, or contact information of Participating Class Members
15 and Aggrieved Employees.

16 73. Opt-Out Procedure. Unless a Class Member opts out of the Settlement, the Class
17 Member shall be bound by the terms and conditions of the Agreement, including the release of the
18 Released Class Claims that arose during the Class Period. A Class Member shall not be entitled to
19 opt out of the Settlement unless the Class Member submits a valid opt-out request (“**Opt-Out**
20 **Request**”). A valid Opt-Out Request must: (i) contain the Class Member’s full name and current
21 address; (ii) the applicable Action name and/or case number; (iii) a statement clearly expressing the
22 Class Member’s desire to be excluded from (or opt out of) the Settlement; and (iv) be returned so
23 that it is postmarked on or before the expiration of the Notice Period. Alternatively, a Class Member
24 may opt out in accordance with the Class Notice. Any Class Members who worked during the PAGA
25 Period and who opt out of the Settlement shall still be considered Aggrieved Employees for purposes
26 of the Agreement.

27 a. Upon receipt of any Opt-Out Request within the Notice Period, the
28 Settlement Administrator shall review the Opt-Out Request to confirm that it complies with the opt-

out requirements of the Agreement.

b. Any Class Member who fails to submit a timely, complete, and valid Opt-Out Request shall be barred from opting out of the Settlement, unless otherwise ordered by the Court. If the Settlement Administrator receives a timely Opt-Out Request that is incomplete, it shall make reasonable attempts to contact the class member to cure the defect. The Settlement Administrator shall not consider any Opt-Out Request postmarked after the end of the Notice Period, but shall report its receipt of any such requests to Class Counsel and Defense Counsel. It shall be presumed that if an Opt-Out Request is not postmarked on or before the end of the Notice Period, the Class Member did not make the request in a timely manner. Absent good cause found by the Court, a declaration submitted by any Class Member attesting to the mailing of an Opt-Out Request on or before the expiration of the Notice Period shall be insufficient to overcome the conclusive presumption that the Opt-Out Request was untimely. Under no circumstances shall the Settlement Administrator have the authority to extend the deadline for Class Members to submit a request to opt out of the settlement without the Parties' joint written consent.

c. At the close of the Notice Period, the Settlement Administrator shall report the names of all individuals who opted out of the Settlement to the parties and include this information in a Declaration regarding the distribution of the notice that shall be provided in support of Plaintiffs' Motion for Final Approval.

74. Objections To Settlement. Any Class Member may object to the Settlement. Any written objection must be mailed to the Settlement Administrator (who shall promptly provide a copy to Class Counsel and Defense Counsel) by the close of the Notice Period. Class Counsel shall ensure that any written objections get filed with the Court concurrently with the final approval documents by having it attached to the Settlement Administrator's Declaration. Class Members who have not objected in writing may still appear and be heard at the Final Approval Hearing.

a. Written objections to the Settlement must contain at least the following: (i) the objecting Class Member's full name and current address; (ii) a clear reference to the applicable Action by name and/or case number; and (iii) a statement of the specific reasons why the objector believes the Settlement is unfair or objects to the Settlement. Alternatively, a Class

1 Member may object to the Settlement of the applicable class action in accordance with the Class
2 Notice. In addition, though not required, the Parties ask that any objecting Class Member also
3 include a statement of whether the objector intends to appear at the Final Approval Hearing, either
4 in person or through counsel and, if through counsel, a statement identifying that counsel by name,
5 bar number, address, and telephone number. In addition, Class Members may appear at the Final
6 Approval Hearing to state their objection even if they do not submit a written objection during the
7 Notice Period. Only Participating Class Members who have not opted-out of the Settlement can
8 object to the settlement.

9 b. Class Counsel or Defense Counsel may, up to five (5) court days before the
10 Final Approval Hearing, file responses to any written objections submitted to the Court.

11 c. Class Members who object to the Settlement shall remain Participating Class
12 Members, and shall be deemed to have voluntarily waived their right to pursue an independent
13 remedy against Defendant and the other Released Parties. To the extent any Participating Class
14 Member objects to the Settlement and such objection is overruled in whole or in part, such
15 individuals shall be bound by the Court's Final Approval Order.

16 d. In the event that any person objects to or opposes the Settlement, or attempts
17 to intervene in or otherwise enter the Actions, the Parties and Class Counsel shall use their best
18 efforts to defend the Settlement.

19 e. A Class Member cannot both opt out and object to the Settlement. If a Class
20 Member both objects and opts out of the Settlement, the opt-out shall control and the objection shall
21 be deemed invalid.

22 75. Funding And Distribution Of Settlement.

23 a. Within ten (10) calendar days of the close of the Notice Period, the Settlement
24 Administrator shall provide a draft declaration to Class Counsel and Defense Counsel setting forth
25 the number of Participating Class Members and Aggrieved Employees, the identity of those
26 individuals who opted out of the Settlement, the total amount payable to all Participating Class
27 Members and Aggrieved Employees, the total PAGA Settlement Amount, Attorneys' Fees and
28 Costs, Enhancement Award, Settlement Administration Costs, NSA, and the appropriate applicable

1 employer's taxes for any portion of the Individual Settlement Payments designated as wages.

2 b. Within fourteen (14) calendar days after the Effective Date, Defendant shall
3 remit to the Settlement Administrator: (i) the GSA of \$2,700,000.00 and (ii) the employer's payroll
4 taxes for any portion of the Individual Settlement Payments designated as wages (collectively,
5 **"Settlement Fund"**). The delivery by Defendant of the Settlement Fund to the Settlement
6 Administrator shall constitute the full and complete discharge of the entire obligation of Defendant
7 under the Agreement, unless anything further is requested by the Settlement Administrator to ensure
8 timely and proper disbursement. No Released Party shall have any further obligation or liability to
9 the Named Plaintiffs, Participating Class Members, Aggrieved Employees, or Class Counsel under
10 the Agreement, in connection with the claims released herein.

11 c. The distribution of Individual Settlement Payments to Participating Class
12 Members and Aggrieved Employees shall occur no later than ten (10) calendar days after receipt of
13 the Settlement Fund from Defendant (**"Settlement Proceeds Distribution Deadline"**). The
14 Settlement Administrator shall be deemed to have timely distributed Individual Settlement
15 Payments, including Individual PAGA Payments, if it places in the mail the Individual Settlement
16 Payments for all Participating Class Members and the Individual PAGA Payments for all Aggrieved
17 Employees by the Settlement Proceeds Distribution Deadline. No person shall have any claim
18 against the Settlement Administrator, Defendant, Class Counsel, Defendant's counsel, or any other
19 agent designated by the Named Plaintiffs or Class Counsel based upon the distribution of Individual
20 Settlement Payments made substantially in accordance with the Agreement or further orders of the
21 Court.

22 d. The distribution of the LWDA Payment, Attorneys' Fees and Costs, and the
23 Enhancement Awards shall occur no later than ten (10) calendar days after the Settlement
24 Administrator receives the Settlement Fund from Defendant.

25 e. If a Participating Class Member's or Aggrieved Employee's check is returned
26 to the Settlement Administrator, the Settlement Administrator shall make reasonable efforts to re-
27 mail it to the Participating Class Member or Aggrieved Employee at the correct address. It is
28 expressly understood and agreed that the checks for the Individual Settlement Payments, including

1 the Individual PAGA Payments, shall become void and no longer available if not cashed within 180
2 calendar days after mailing. The funds from uncashed and voided checks shall be transferred to the
3 State of California's Unclaimed Property Fund in the name of the Participating Class
4 Member/Aggrieved Employee.

5 f. Defendant shall not be obligated to make any payments contemplated by the
6 Agreement unless and until the Court enters the Final Order and Judgment, and after the Effective
7 Date of the Agreement.

8 g. Within sixty (60) calendar days of the Settlement Proceeds Distribution
9 Deadline, the Settlement Administrator shall provide written certification of completion of
10 settlement administration to Class Counsel and to Defendant's Counsel.

11 76. Binding Effect Of Agreement On Class Members. Subject to final Court approval
12 and the occurrence of the Effective Date, and unless otherwise provided in the Agreement, all
13 Participating Class Members shall be bound by the Agreement.

14 77. Binding Effect Of Agreement On Aggrieved Employees and State of California. The
15 Aggrieved Employees and the State of California, to the extent permitted by law, shall be deemed
16 by operation of the Final Order and Judgment to have agreed not to sue or otherwise make a claim
17 against Defendant or any of the Released Parties for any of the Released PAGA Claims and to be
18 bound by the release of the Released PAGA Claims during the PAGA Period as set forth in the
19 Agreement.

20 78. Provisional Approval Of Settlement. Named Plaintiffs shall file a motion in the
21 Actions requesting that the Court enter the Preliminary Approval Order within 21 days after
22 complete execution of the Agreement. Defendant shall not oppose Class Counsel's motion for
23 preliminary approval of the settlement so long as the motion and supporting papers are consistent
24 with the terms of the Agreement. Class Counsel shall provide Defendant a reasonable opportunity
25 to review the Preliminary Approval Motion before filing.

26 79. Non-Interference With Claims Procedure. The Parties and their counsel agree that
27 they shall not advise, solicit, or otherwise encourage any Class Members to submit requests for
28 exclusion or objections to the Settlement or, as to any Class Members or Aggrieved Employees, to

1 appeal from the Final Order or Final Judgment. Nothing in this Paragraph shall be construed to
2 restrict Class Counsel's ability to communicate with Class Members in accordance with Class
3 Counsel's ethical obligations owed to Class Members.

4 80. Final Order and Judgment. The Named Plaintiffs shall request that the Court enter,
5 after the Final Approval Hearing, a Final Order and Judgment. Named Plaintiffs shall request that
6 the Final Order and Judgment: (i) certify the Participating Class; (ii) find that the Agreement is fair,
7 just, equitable, reasonable, adequate and in the best interests of the Class and the Aggrieved
8 Employees; (iii) list the employees (if any) who opted out of the settlement; (iv) order that the
9 Participating Class Members release the Released Parties from the Released Class Claims, and that
10 the Aggrieved Employees release the Released Parties from the Released PAGA Claims; (v) order
11 that the Aggrieved Employees and the State of California release the Released Parties from the
12 Released PAGA Claims as set forth in the Agreement (to the extent permitted by law); and require
13 the Parties to carry out the provisions of the Agreement.

14 81. Automatic Voiding Of Agreement If Settlement Not Finalized. If for any reason the
15 settlement set forth in the Agreement does not become final, the settlement shall be null and void
16 and the orders, judgment, and dismissal to be entered pursuant to the Agreement shall be vacated,
17 and the Parties shall be returned to the status quo prior to entering the Agreement with respect to the
18 Actions, as if the Parties had never entered into the Agreement, and the class certified pursuant to
19 the Agreement shall be decertified for all purposes. In addition, in such event, the Agreement and
20 all negotiations, court orders, and proceedings relating to the Agreement shall be without prejudice
21 to the rights of any and all parties to the Agreement, and evidence relating to the Agreement and all
22 negotiations shall not be admissible or discoverable in the Actions or otherwise.

23 82. No Publicity. The Named Plaintiffs and Class Counsel agree that they shall not
24 publicize the filing of the Actions, the fact or details of the Settlement, the Agreement and its terms,
25 or the negotiations leading to the Agreement with anyone other than the Court, Class Members, or
26 those individuals necessary to effectuate the terms of the Agreement. The prohibition set forth in
27 this Paragraph includes, but is not limited to: (i) publication by Named Plaintiffs or Class Counsel
28 on any website (including, without limitation, publishing on any Twitter account, Facebook, other

social media, or blog) of the amount or terms of the settlement, with or without identifying information; and (ii) the submission of information to Verdicts & Settlements, Jury Verdicts, or any other publication that summarizes the results of jury verdicts and settlements. Notwithstanding the foregoing, Class Counsel may include the basic settlement information on future qualification declarations of Class Counsel.

a. Notwithstanding the foregoing, Class Counsel may respond to questions received from, and discuss any aspect of the Agreement with the Class Members or their legal representatives, the Settlement Administrator, the Court, and representatives of the California Labor and Workforce Development Agency.

b. Notwithstanding the foregoing, nothing in this Paragraph shall prohibit the filing of information with the Court or the LWDA relating to the Settlement that is necessary to effectuate the Agreement, or the online posting of documents relating to the Actions by the Settlement Administrator as permitted by the Agreement, including the Judgment entered by the Court.

c. The Named Plaintiffs and Class Counsel agree that all data and information informally produced by Defendant in connection with the settlement of these Actions shall be maintained in confidence, and shall not be shared with any other persons or entities.

83. Invalidation Of Agreement For Failure To Satisfy Conditions. If the Court makes material changes to the material terms or conditions of Paragraphs 1 through 81, *supra*, that are not agreed to by the Parties, either Party shall have the right to terminate the Agreement, in which case Defendant would not be obligated to make any payments to any Class Member, Aggrieved Employee, Class Counsel, or the Named Plaintiffs. The Parties shall meet and confer in good faith and involve mediator Daniel J. Turner as necessary before exercising such right.

84. Modification In Writing. The Agreement may be altered, amended, modified or waived, in whole or in part, only in a writing signed by all signatories to the Agreement and approved by the Court. The Agreement may not be amended, altered, modified or waived, in whole or in part, orally.

85. Ongoing Cooperation. The Named Plaintiffs and Defendant shall execute all

documents and perform all acts necessary and proper to effectuate the terms of the Agreement. In the event the Parties are unable to reach an agreement on the form or content of any document needed to implement the Settlement, or any supplemental provisions that may become necessary to effectuate the terms of the Settlement, the Parties agree to seek the assistance of the Mediator (Daniel J. Turner) and, if still unable to resolve their dispute, the Court.

86. Notices. All notices, requests, demands, and other communications required or permitted to be given pursuant to the Agreement shall be in writing, and shall be delivered personally or by first class mail to the Settlement Administrator approved by the Court and the undersigned persons at their respective addresses as set forth below:

CLASS COUNSEL

JAMES HAWKINS APLC
James R. Hawkins, Esq.
Gregory Mauro, Esq.
Michael Calvo, Esq.
Lauren Falk, Esq.
Ava Issary, Esq.
9880 Research Drive Suite 200
Irvine CA 92618
Tel.: (949) 387-7200

Attorneys for Plaintiff, LUTOVIO IULIANO

MELMED LAW GROUP P.C.
Jonathan Melmed (SBN 290218)
jm@melmedlaw.com
Laura Supanich (SBN 314805)
lms@melmedlaw.com
Michiko Vartanian (SBN 323979)
mv@melmedlaw.com
1801 Century Park East, Suite 850
Los Angeles, California 90067
Phone: (310) 824-3828
Fax: (310) 862-6851

Attorneys for Plaintiff ROBERT WINIECKI

THE MARKHAM LAW FIRM
David R. Markham (SBN, 71814)
dmarkham@markham-law.com
Lisa R. Brevard (SBN 323391)
lbrevard@markham-law.com
888 Prospect Street, Suite 200
La Jolla, CA 92037
Telephone: (619) 399-3995/Facsimile: (619) 323-1684

1
2 UNITED EMPLOYEES LAW GROUP
3 Walter L. Haines (SBN 71075)
4 walter@uelglaw.com.
5 8605 Santa Monica Blvd., #63354
6 North Hollywood, CA 90069
7 Telephone: (562) 256-1047/Facsimile: (562) 256-1006

8 Attorneys for Plaintiff TERRY SNIPES

9
10 **COUNSEL FOR DEFENDANT**

11 James C. Fessenden (SBN 238663)
12 Landon R. Schwob (SBN 280908)
13 Lirit King (SBN: 252521)
14 FISHER & PHILLIPS LLP
15 4747 Executive Drive, Suite 1000
16 San Diego, California 92121
17 Telephone: (858)597-9600
18 Facsimile: (858)597-9601

19 87. Binding on Successors. The Agreement shall be binding upon and shall inure to the
20 benefit of the Parties and their respective successors, assigns, executors, administrators, heirs and
21 legal representatives.

22 88. Entire Agreement. The Agreement constitutes the full, complete, and entire
23 understanding, agreement, and arrangement between the Named Plaintiffs, the Class Members, and
24 the Aggrieved Employees, on the one hand, and Defendant, on the other hand, with respect to the
25 settlement of the Actions (with the exception of the individual settlement agreement executed
26 concurrently between Defendant and Snipes). The Agreement supersedes any and all prior oral or
27 written understandings, agreements, and arrangements between the Parties with respect to the
28 settlement of the Actions. Except for those set forth expressly in the Agreement, there are no other
agreements, covenants, promises, representations or arrangements between the Parties with respect
to the settlement of the Actions, the Released PAGA Claims, and the Released Class Claims against
Defendant and its Released Parties. The Parties explicitly recognize California Civil Code section
1625 and California Code of Civil Procedure section 1856(a), which provide that a written
agreement is to be construed according to its terms, and may not be varied or contradicted by
extrinsic evidence, and agree that no such extrinsic oral or written representations or terms shall

1 modify, vary, or contradict the terms of the Agreement.

2 89. Execution In Counterparts. The Agreement may be signed in one or more
3 counterparts. All executed copies of the Agreement, and photocopies of the Agreement (including
4 DocuSign, facsimile and e-mail copies of the signature pages) shall have the same force and effect
5 and shall be as legally binding and enforceable as the original.

6 90. Captions. The captions and paragraph numbers in the Agreement are inserted for the
7 reader's convenience, and in no way define, limit, construe, or describe the scope or intent of the
8 provisions of the Agreement.

9 91. Governing Law. The Agreement shall be interpreted, construed, enforced, and
10 administered in accordance with the laws of the State of California, without regard to conflict of law
11 rules.

12 92. Reservation Of Jurisdiction. Notwithstanding the dismissal of the Actions and entry
13 of the Final Order and Judgment, the Court shall retain jurisdiction for purposes of interpreting and
14 enforcing the terms of the Agreement pursuant to California Code of Civil Procedure section 664.6
15 and California Rules of Court, Rule 3.769(h).

16 93. Mutual Preparation. The Parties have had the full opportunity to negotiate the terms
17 and conditions of the Agreement. Accordingly, the Agreement shall not be construed more strictly
18 against one Party than another merely by virtue of the fact that it may have been prepared by counsel
19 for one of the Parties, it being recognized that, because of the arms-length negotiations between the
20 Parties, all Parties have contributed to the preparation of the Agreement.

21 94. Representation and Warranties. Class Counsel and the Named Plaintiffs represent
22 and warrant to Defendant that they are not aware of any attorneys beyond those named as Class
23 Counsel who have claims for fees arising out of the Actions or the Settlement contemplated by the
24 Agreement.

25 95. Authorization to Act. Each Party to the Agreement covenants and warrants that (i)
26 such Party has full power and authority to enter into and consummate all transactions, promises or
27 obligations contemplated by the Agreement and have duly authorized the execution, delivery, and
28 performance of the Agreement, and (ii) the person executing the Agreement for such Party has the

1 full right, power, and authority to enter into the Agreement on behalf of such Party, and the full
2 right, power, and authority to execute any and all necessary instruments in connection with the
3 Settlement, and to fully bind such Party to the terms and obligations of the Agreement.

4 96. Representation By Counsel. The Parties acknowledge that each of them has been
5 represented by their respective counsel throughout all negotiations that preceded the execution of
6 the Agreement, and that the Agreement has been executed with the consent and advice of their
7 respective counsel. Further, the Named Plaintiffs and Class Counsel warrant and represent that there
8 are no liens on the Settlement Agreement, and that after entry by the Court of the Final Order and
9 Judgment, the Settlement Administrator may distribute funds to Participating Class Members,
10 Aggrieved Employees, Class Counsel, the LWDA, the Settlement Administrator, and the Named
11 Plaintiffs as provided by the Agreement.

12 97. Representation By The Named Plaintiffs. The Named Plaintiffs agree not to request
13 to be excluded from the Class and not to object to any terms of the Agreement. Any such request
14 by the Named Plaintiffs for exclusion or objection shall be void and of no force or effect.

15 98. No Reliance on Representations. The Parties have made such investigations of the
16 facts and the law pertaining to the matters described in the Agreement as they deem necessary, and
17 have not relied, and do not rely, on any statement, promise, or representation of fact or law, made
18 by any other Party, or any of their agents, employees, attorneys, or representatives, with regard to
19 any of their rights or asserted rights, or with regard to the advisability of making and executing the
20 Agreement, or with respect to any such matters. No representations, warranties, or inducements
21 have been made to any Party concerning the Agreement.

22 99. No Collateral Attack. The Agreement shall not be subject to collateral attack by any
23 Class Member or any recipient of the Class Notice after the Final Order and Dismissal. Such
24 prohibited collateral attacks shall include but not be limited to claims that the Class Member failed
25 for any reason to receive timely notice of the procedure for disputing the calculation of their
26 Individual Settlement Payment, or for opting out of the Settlement.

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IT IS SO AGREED:

Dated: 7/14/2026

PLAINTIFF LUTOVIO IULIANO

By: Lutovio J. Iuliano
1557E450CA4840D...
Lutovio Iuliano
Named Plaintiff

PLAINTIFF TERRY SNIPES

By: _____
Terry Snipes
Named Plaintiff

PLAINTIFF ROBERT WINIECKI

By: _____
Robert Winiecki
Named Plaintiff

DEFENDANT WFS EXPRESS, INC.

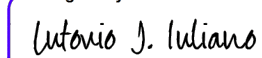
By: _____
Title: _____

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IT IS SO AGREED:

Dated: 7/14/2026

PLAINTIFF LUTOVIO IULIANO

By: 
1557E450CA4840D...
Lutovio Iuliano

Named Plaintiff

PLAINTIFF TERRY SNIPES

Dated: _____

By: _____
Terry Snipes
Named Plaintiff

PLAINTIFF ROBERT WINIECKI

Dated: 7/22/2026

By: 
80039C437D0A45C...
Robert Winiecki
Named Plaintiff

Dated: _____

DEFENDANT WFS EXPRESS, INC.

By: _____

Title: _____

1 APPROVED AS TO FORM ONLY:

2 Dated: _____

THE MARKHAM LAW FIRM

3

4

By: _____

David R. Markham

Attorney for Snipes

5

6 Dated: 07.14.2026

JAMES HAWKINS APLC

7

8

By:  _____

Gregory Mauro

Attorney for Iuliano

9

10 Dated: _____

UNITED EMPLOYEES LAW GROUP

11

12

By: _____

Walter L. Haines

Attorney for Snipes

13

14 Dated: July 22, 2026

MELMED LAW GROUP P.C.

15

16

By:  _____

Attorney for Winiecki

17

18 Dated: _____

FISHER & PHILLIPS LLP

19

20

21

By: _____

James Fessenden

Attorney for Defendant

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IT IS SO AGREED:

PLAINTIFF LUTOVIO IULIANO

Dated: _____

By: _____
Lutovio Iuliano
Named Plaintiff

PLAINTIFF TERRY SNIPES

Dated: Jul 20, 2026

By: 
Terry Snipes (Jul 20, 2026 18:36:58 PDT)
Terry Snipes
Named Plaintiff

PLAINTIFF ROBERT WINIECKI

Dated: _____

By: _____
Robert Winiecki
Named Plaintiff

DEFENDANT WFS EXPRESS, INC.

Dated: _____

By: _____
Title: _____

1 APPROVED AS TO FORM ONLY:

2 Dated: 07/22/2026

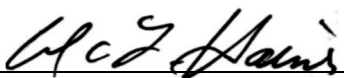
THE MARKHAM LAW FIRM

3 By: 
4 David R. Markham

5 Attorney for Snipes Dated: _____ JAMES HAWKINS APLC

6 By: _____
7 Gregory Mauro
8 Attorney for Iuliano

9
10 Dated: July 20, 2026 UNITED EMPLOYEES LAW GROUP

11 By: 
12 Walter L. Haines
13 Attorney for Snipes

14 Dated: _____ MELMED LAW GROUP P.C.

15 By: _____
16 Attorney for Winiecki

17
18 Dated: _____ FISHER & PHILLIPS LLP

19 By: _____
20 James Fessenden
21 Attorney for Defendant

1 APPROVED AS TO FORM ONLY:

2 Dated: _____

THE MARKHAM LAW FIRM

3

By: _____

4

David R. Markham

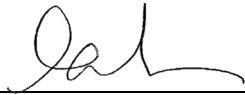
5

Attorney for Snipes

6 Dated: 07.14.2026

JAMES HAWKINS APLC

7

By:  _____

8

Gregory Mauro

9

Attorney for Iuliano

10 Dated: _____

UNITED EMPLOYEES LAW GROUP

11

By: _____

12

Walter L. Haines

13

Attorney for Snipes

14 Dated: _____

MELMED LAW GROUP P.C.

15

By: _____

16

Attorney for Winiecki

17

18 Dated: _____

FISHER & PHILLIPS LLP

19

By: _____

20

James Fessenden

22

Attorney for Defendant

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Exhibit A

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

*(LUTOVIO J. IULIANO, et al. v. WORLDWIDE FLIGHT
SERVICES, INC., et al., Case No. 34-2023-00337627, Sacramento
County Superior Court)*

The Sacramento Superior Court for the State of California authorized this Notice. Please read carefully as your rights may be affected. You are not being sued.

You may be eligible to receive money from an employee class action lawsuit (“Action”) against Defendant WFS Express, Inc. (“Defendant”) for alleged wage and hour violations. The Action was filed by Plaintiffs Lutovio J. Iuliano (“Iuliano”), Terry Snipes (“Snipes”), and Robert Winiecki (“Winiecki”), (collectively, “Plaintiffs”), employees of Defendant, and seek payment of (1) back wages and other relief for a class of non-exempt, hourly employees who were employed by Defendant during the Class Period (February 20, 2020, to and including March 13, 2026) (“Class Members”); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all Class Members who worked for Defendant during the PAGA Period (January 31, 2022, until March 13, 2026) (“Aggrieved Employees”).

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

Based on Defendant’s records, and the Parties’ current assumptions, your Individual Class Payment is estimated to be \$ [REDACTED] (less withholding) and your Individual PAGA Payment is estimated to be \$ [REDACTED]. The actual amount you may receive likely will be different and will depend on a number of factors. (If no amount is stated for your Individual PAGA Payment, then according to Defendant’s records you are not eligible for an Individual PAGA Payment under the Settlement because you didn’t work during the PAGA Period.)

The above estimates are based on Defendant’s records showing that you worked [REDACTED] workweeks during the Class Period and you worked [REDACTED] pay periods during the PAGA Period. If you believe that you worked more workweeks during either period, you can submit a challenge by the deadline date. See Section 4 of this Notice.

The Court has already preliminarily approved the proposed Settlement and approved this Notice. The Court has not yet decided whether to grant final approval of the Settlement. Your legal rights are affected whether you act or not act. Read this Notice carefully. You will be deemed to have carefully read and understood it. At the Final Approval Hearing, the Court will decide whether to finally approve the Settlement and how much of the Settlement will be paid to Plaintiffs and Plaintiffs’ attorneys (“Class Counsel”). The Court will also decide whether to enter a judgment that requires Defendant to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against Defendant.

If you were employed as a non-exempt employee of WFS Express, Inc. during the Class 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 an Individual PAGA Payment). As a Participating Class Member, though, you will give up your right to assert Class Period wage claims against WFS Express, Inc.
2. **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) by submitting the written Request for Exclusion or otherwise notifying the Administrator in writing. If you opt-out of the Settlement, you will not receive an Individual Class Payment. You will, however, preserve your right to personally pursue Class Period wage claims against Defendant. (Please Note: If you are an Aggrieved Employee, you remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA portion of the proposed Settlement.)

Defendant will not retaliate against you for any actions you take with respect to the proposed Settlement.

SUMMARY OF YOUR LEGAL RIGHTS AND OPTIONS IN THIS SETTLEMENT

You Don't Have to Do Anything to Participate in the Settlement. If you do nothing, you will be a Participating Class Member, eligible for an Individual Class Payment and an Individual PAGA Payment (if any). In exchange, you will give up your right to assert the wage claims against Defendant that are covered by this Settlement (Released Claims).

You Can Opt-Out of the Class Settlement but not the PAGA Settlement. The Opt-out Deadline is **DATE[60 days from approval]**. If you don't want to fully participate in the proposed Settlement, you can opt-out of the Class Settlement by sending the Administrator a written Request for Exclusion. Once excluded, you will be a Non-Participating Class Member and no longer eligible for an Individual Class Payment. Non-Participating Class Members cannot object to any portion of the proposed Settlement. See Section 6 of this Notice.

You Cannot Opt-out of the PAGA Portion of the Proposed Settlement. Defendant must fund the Individual PAGA Payments to all Aggrieved Employees and the Aggrieved Employees must give up their rights to pursue Released Claims (defined below).

Participating Class Members Can Object to the Class Settlement but not the PAGA Settlement. Written objections must be submitted by **DATE** [60 days from approval]. 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 Plaintiff who pursued the Action on behalf of the Class. You are not personally responsible for any payments to Class Counsel or Plaintiff. Other than the PAGA portion of this Settlement, you can object to any aspect of this Settlement. See Section 7 of this Notice.

You Can Participate in the Final Approval Hearing. The Court’s Final Approval Hearing is scheduled to take place on **DATE**. You don’t have to attend but you do have the right to appear (or hire an attorney to appear on your behalf at your own cost), in person, by telephone or by using the Court’s virtual appearance platform. Participating Class Members can verbally object to the Settlement at the Final Approval Hearing. See Section 8 of this Notice.

You Can Challenge the Calculation of Your Workweeks/Pay Periods. Written Challenges Must be Submitted by **DATE[60 days from approval]**. The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many workweeks you worked at least one day during the Class Period and how many Pay Periods you worked at least one day during the PAGA Period, respectively. The number of Workweeks and number of Pay Periods you worked according to Defendant’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by **DATE[60 days from approval]**. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiffs are former WFS Express, Inc. employees. The Action accuses Defendant of violating California labor laws by failing to claims premised on the failure to pay all minimum wages and overtime compensation including, but not limited to, time spent working off-the-clock (including time responding to work communications, going through security, waiting in line to clock in or out, and in executing regular tasks/duties); failure to provide off-duty meal periods and rest breaks where employees are free to leave the premises or premium payments; failure to provide records; failure to provide and maintain complete and accurate itemized wage statements including failure to list the correct employer on wage statements; split shift violations; failure to keep complete and accurate payroll records; untimely payment of wages during employment and at the time of termination; failure to pay wages, including overtime wages at the regular rate; failure to pay meal period penalties at the regular rate; failure to pay rest break penalties at the regular rate; failure to pay paid sick leave at the regular rate; and failure to provide supplemental paid sick leave. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Labor Code §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys (“Class Counsel”) in the Action.

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

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

So far, the Court has made no determination whether Defendant violated any laws. In the meantime, Plaintiffs and Defendant hired an experienced, neutral mediator in an effort to resolve the Lawsuit by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Lawsuit and enforcing the Agreement, Plaintiffs and Defendant have negotiated a proposed Settlement that is subject to the Court’s Final Approval.

Both sides agree the proposed Settlement is a compromise of disputed claims. By agreeing to settle, Defendant does not admit any violations or concede the merit of any claims.

Plaintiffs and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) Defendant has agreed to pay a fair, reasonable, and adequate amount considering the strength of the claims and the risks and uncertainties of continued litigation; and (2) settlement is in the best interests of the Class Members and Aggrieved Employees. The Court preliminarily approved the proposed Settlement as fair, reasonable, and adequate, authorized this Notice, and scheduled a hearing to determine whether to finally approve the Settlement.

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

Defendant **Will Pay \$2,700,000.00 as the Gross Settlement Amount (Gross Settlement)**. Defendant has agreed to deposit the Gross Settlement into an account controlled by the Administrator of the Settlement. The Administrator will use the Gross Settlement to pay the Individual Class Payments, Individual PAGA Payments, Class Representative Service Payment, Class Counsel's attorney's fees and expenses, the Administrator's expenses, and penalties to be paid to the California Labor and Workforce Development Agency ("LWDA"). Assuming the Court grants Final Approval, Defendant will fund their respective portions of the Gross Settlement not more than 30 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, Plaintiff 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 **\$945,000.00 (35% of the Gross Settlement)** to Class Counsel for attorneys' fees and up to **\$45,000.00** for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment; Up to **\$15,000.00** as an Enhancement Award to each of the Plaintiffs for filing the Action, working with Class Counsel and representing the Class, and providing a broad general release of claims beyond those claims being released by class members. A Class Representative Service Payment will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment; Up to **\$54,990.00** to the Administrator for services administering the Settlement; Up to **\$135,000.00** for PAGA Penalties, allocated 75% to the LWDA PAGA Payment and 25% in Individual PAGA Payments to the Aggrieved Employees based on their PAGA Period Pay Periods. Participating Class Members have the right to object to any of these deductions. The Court will consider all objections.

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

Taxes Owed on Payments to Class Members. Plaintiff and Defendant are asking the Court to approve an allocation of 20% of each Individual Class Payment to taxable wages (“Wage Portion”) and 80% to penalties and interest (“Non-Wage Portion”). The Wage Portion is subject to withholdings and will be reported on IRS W-2 Forms. Defendant will separately pay their respective portion of 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 one or more IRS 1099 Forms.

Although Plaintiff and Defendant have agreed to these allocations, neither side is giving you any advice on whether your Payments are taxable or how much you might owe in taxes. You are responsible for paying all taxes (including penalties and interest on back taxes) on any payments received from the proposed Settlement. You should consult a tax advisor if you have any questions about the tax consequences of the proposed Settlement.

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

Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Settlement, unless you notify the Administrator in writing, not later than **DATE[60 days from approval]**, that you wish to opt-out. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the Response Deadline. The Request for Exclusion should be a letter from a you or your representative setting forth your name, present address, telephone number, and a simple statement electing to be excluded from the Settlement. Excluded Class Members (i.e., Non-Participating Class Members) will not receive Individual Class Payments, but will preserve their rights to personally pursue wage and hour claims against Defendant.

You cannot opt-out of the PAGA portion of the Settlement. Class Members who exclude themselves from the Class Settlement (Non-Participating Class Members) remain eligible for Individual PAGA Payments and are required to give up their right to assert PAGA claims against Defendant based on the PAGA claims 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 Defendant have agreed that, in either case, the Settlement will be void: Defendant will not pay any money and Class Members will not release any claims against Defendant.

Administrator. The Court has appointed a neutral company, Apex Class Action Administrators. (the “Administrator”) to send this Notice, calculate and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges

over Workweeks, mail and re-mail settlement checks and tax forms, and perform other tasks necessary to administer the Settlement. The Administrator's contact information is contained in Section 9 of this Notice.

Participating Class Members' Release. After the Judgment is final and Defendant have fully funded the Gross Settlement including funding the payment of 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 WFS Express, Inc. 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: The Class Members Release includes all claims alleged to have occurred during the Class Period that (i) arise from the facts, matters, transactions or occurrences alleged in the Actions, Operative Complaints, PAGA Actions, and/or PAGA Notices or that could have been alleged in the Actions, Operative Complaints, PAGA Actions, and/or PAGA Notices based on such facts; and/or (ii) arise from the facts, matters, transactions or occurrences alleged, or that could have been alleged, to include, but are not limited to, claims premised on the failure to pay all minimum wages and overtime compensation including, but not limited to, time spent working off-the-clock (including time responding to work communications, going through security, waiting in line to clock in or out, and in executing regular tasks/duties); failure to provide off-duty meal periods and rest breaks where employees are free to leave the premises or premium payments; failure to provide records; failure to provide and maintain complete and accurate itemized wage statements including failure to list the correct employer on wage statements; split shift violations; failure to keep complete and accurate payroll records; untimely payment of wages during employment and at the time of termination; failure to pay wages, including overtime wages at the regular rate; failure to pay meal period penalties at the regular rate; failure to pay rest break penalties at the regular rate; failure to pay paid sick leave at the regular rate; failure to provide supplemental paid sick leave; violations of California Labor Code §§ 201, 202, 203, 204, 204(b), 210, 226, 226.3, 226.7, 246, 351, 432, 510, 512, 516, 551, 552, 558, 1174, 1174(d), 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2800, 2802;; any and all allegations and claims pled in the PAGA Notices and the Operative Complaints; and related violations of the applicable California Wage Orders including Wage Orders 4-2001, and 9-2001 and California Code of Regulations, Title 8, section 11000 et seq. Excluded from the definition of the Released Class Claims are claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation claims, FEHA-related claims for retaliation, discrimination or harassment, and any claims outside the Class Period.

Aggrieved Employees' PAGA Release. After the Court's judgment is final, and Defendant have paid their respective share of the Gross Settlement and separately paid their respective share of the employer-side payroll taxes, all Aggrieved Employees will be barred from asserting PAGA claims released in the settlement against Defendant, whether or not they exclude themselves from the Settlement. This means that all Aggrieved Employees, including those who are Participating Class Members and those who opt-out of the Class Settlement, cannot sue, continue to sue, or participate in any other PAGA claim against Defendant or their related entities based on the facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' PAGA Release: The PAGA Release includes claims for penalties under the Private Attorneys' General Act of 2004, codified at California Labor Code § 2698, et seq., that during the PAGA Period (i) arise from the facts, matters, transactions or occurrences alleged in the PAGA Actions and/or PAGA Notices or that could have been alleged in the PAGA Actions and/or PAGA Notices based on such facts; and/or (ii) arise from the facts, matters, transactions or occurrences alleged, or that could have been alleged, in the PAGA Actions. Without limiting the foregoing, the Released PAGA Claims include, but are not limited to, claims premised on the failure to pay all minimum wages and overtime compensation including, but not limited to, time spent working off-the-clock (including time responding to work communications, going through security, waiting in line to clock in or out, and in executing regular tasks/duties); failure to provide off-duty meal periods and rest breaks where employees are free to leave the premises or premium payments; failure to provide records; failure to provide and maintain complete and accurate itemized wage statements including failure to list the correct employer on wage statements; split shift violations; failure to keep complete and accurate payroll records; untimely payment of wages during employment and at the time of termination; failure to pay wages, including overtime wages, at the regular rate; failure to pay meal period penalties at the regular rate; failure to pay rest break penalties at the regular rate; failure to pay paid sick leave at the regular rate; failure to provide supplemental paid sick leave; violations of California Labor Code §§ 201, 202, 203, 204, 204(b), 210, 226, 226.3, 226.7, 246, 351, 432, 510, 512, 516, 551, 552, 558, 1174, 1174(d), 1174.5, 1175, 1194, 1194.2, 1197, 1197.1, 1198, 1198.5, 2802; 2698; any and all allegations and claims pled in the PAGA Notices and the Operative Complaints; and related violations of the applicable California Wage Orders including Wage Orders 4-2001, and 9-2001 and California Code of Regulations, Title 8, section 11000 et seq. Excluded from the definition of the Released PAGA Claims are claims for vested benefits, wrongful termination, unemployment insurance, disability, social security, workers' compensation claims, FEHA-related claims for retaliation, discrimination or harassment, and any claims outside 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 \$33,750 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 WFS Express, Inc.'s records, are stated in the first page of this Notice. You have until **DATE[60 days from approval]** 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 WFS Express, Inc.'s calculation of Workweeks and/or Pay Periods based on WFS Express, Inc.'s records as accurate unless you send copies of records containing contrary information. You should send copies rather than originals because the documents will not be returned to you. The Administrator will resolve Workweek and/or Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and Defendant' 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, one or more checks to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The check(s) may 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 *LUTOVIO J. IULIANO, et al. v. WORLDWIDE FLIGHT SERVICES, INC., et al.*, Case No. 34-2023-00337627, and include your identifying information (full name, address, telephone number, approximate dates of employment, and social security number for verification purposes). You must make the request yourself. If someone else makes the request for you, it will not be valid. The Administrator must be sent your request to be excluded by **DATE[60 days from approval]**, 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 Plaintiff and Defendant are asking the Court to approve. At least 16 court days before the Final Approval Hearing, Class Counsel and/or Plaintiff will file in Court (1) a Motion for Final Approval that includes, among other things, the reasons why the proposed Settlement is fair, and stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiffs are requesting as a Class Representative Service Payment. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Court's website (**website**).

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 Plaintiff are too high or too low. The deadline for sending written objections to the Administrator is **DATE[60 days from approval]**. 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 *LUTOVIO J. IULIANO, et al. v. WORLDWIDE FLIGHT SERVICES, INC., et al.*, Case No. 34-2023-00337627 and include your name, current address, telephone number, and approximate dates of employment with Defendant and sign the objection. Section 9 of this Notice has the Administrator's contact information.

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

8. CAN I ATTEND THE FINAL APPROVAL HEARING?

You can, but don't have to, attend the Final Approval Hearing on **DATE** at **TIME**, before Hon. Lauri A. Damrell, in Department 28 of the Sacramento 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, Plaintiffs, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via **[website]**. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Court's website beforehand or contact Class Counsel to verify the date and time of the Final Approval Hearing.

9. HOW CAN I GET MORE INFORMATION?

The Agreement sets forth everything Plaintiff and Defendant have promised to do under the proposed Settlement. You can 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 **(site)** and entering the Case Number for the Action, Case No. 34-2023-00337627. You can also make an appointment to personally review court documents in the Clerk's Office at the Courthouse by calling **[court phone]**.

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

Class Counsel:

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Attorneys for Plaintiff TERRY SNIPES

Settlement Administrator:

Apex Class Action Administrators
[Email Address:
Mailing Address:
Telephone Number:
Fax Number:]

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your

check is already void you should consult the Unclaimed Property Fund for instructions on how to retrieve the funds.

11. WHAT IF I CHANGE MY ADDRESS?

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

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Exhibit 2

WFS Express, Inc. / Worldwide Flight Services - Lutovio J Iulia...

Duplicate

Share

Edit matter

Activities

New time entry

New expense

AllTimeExpense

MM/DD/YYYYMM/DD/YYYY

Filter by keyword

Columns

Filters

☐	Actions	Description	Rate	Billable	Date
☐	Edit	6/26/26 CRS to Agent, FAC & LWDA	\$13.54 USD	\$27.08 U...	06/29/2026
				\$27.08 U... -h	

1-1 of 1

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WFS Express, Inc. / Worldwide Flight Services PAGA - Lutovio ...

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Activities

New time entry

New expense

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Filter by keyword

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☐	Edit▼	LDS - EFiling - Stip and order IN# 15177831			\$53.50 USD	\$53.50 U...	06/30/2026	
☐	Edit▼	Efiling - Joint Case Management Statement...			\$53.50 USD	\$53.50 U...	04/03/2026	
						\$107.00 ... -h		

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Matter Billing Detail

JAMES HAWKINS APLC

Date Range:01/01/1900 to 07/21/2026

Client:LUTOVIO J IU - Lutovio Uliano

Matter:WFS EXPRESS, I - WFS Express, Inc. / Worldwide Flight Services - Lutovio J Iuliano v. WFS

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
01/30/2023	FST	First Legal Network - Filing - Summons, Complaint, CCCS IN# 30227367	\$1,654.70		Unbilled				
01/31/2023	FIL	Filing Fee - LWDA Filing Fee	\$75.00		Unbilled				
01/31/2023	POS	Postage - Ntc of LWDA 01.31.23	\$18.96		Unbilled				
03/20/2023	FST	First Legal Network - Process Serve - Class COMplaint and INitial Docs (2), Filing - Proof of Service (2) IN# 30230586	\$293.73		Unbilled				
04/05/2023	FST	First Legal Network - Filing - Plf Ntc of Courts and Order IN# 30233810	\$58.00		Unbilled				
09/20/2023	FST	First Legal Network - Filing - Joint Report IN# 30252348	\$58.00		Unbilled				
10/03/2023	FST	First Legal Network - Filing - Ntc of Appearance IN# 30256289	\$58.00		Unbilled				
12/13/2023	FST	First Legal Network - Filing - Initial Joint Case Management Statement IN# 30263586	\$58.00		Unbilled				
01/18/2024	FST	First Legal Network - Filing - Req for Dimissal, Joint Case Management Conference Stmnt IN# 30267292	\$123.00		Unbilled				
09/18/2024	MED	Mediation Services IN#641785 CK#1215	\$6,450.00		Unbilled				
12/31/2025	EXA	Expert Analysis IN#251231 CK#2559	\$3,047.50		Unbilled				
		Total:	\$11,894.89	\$0.00					
		Balance:	\$11,894.89						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed-----			\$0.00						
Total Fees Unbilled : -----			\$0.00						
Total Fees Received : -----			\$0.00						
Total Soft Cost Billed : -----			\$0.00						
Total Soft Cost Unbilled : -----			\$0.00						
Total Soft Cost Received : -----			\$0.00						
Total Hard Cost Billed : -----			\$0.00						
Total Hard Cost Unbilled : -----			\$11,894.89						
Total Hard Cost Received : -----			\$0.00						
Total Taxes Billed : -----			\$0.00						
Total Taxes Unbilled : -----			\$0.00						
Total Taxes Received : -----			\$0.00						
Total Late Charges Billed : -----			\$0.00						
Total Late Charges Unbilled: -----			\$0.00						
Total Late Charges Received : -----			\$0.00						
Trust Balance: -----			\$0.00						

Matter Billing Detail

JAMES HAWKINS APLC

Date Range: 01/01/1900 to 07/21/2026
Client: LUTOVIO J IU - Lutovio Uliano
Matter: WFS PAGA - WFS Express, Inc. / Worldwide Flight Services PAGA - Lutovio J Iuliano v.

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
		Balance Forward:	\$0.00						
04/07/2023	FST	First Legal Network - Filing - S&C, Initial Docs IN# 30233810	\$1,646.30		Unbilled				
05/24/2023	FST	First Legal Network - Process Serve - S&C, Initial Docs, Ntc, Order (2) IN# 30237327	\$246.85		Unbilled				
06/01/2023	FST	First Legal Network - Filing - POS (x2) IN# 30240914	\$58.00		Unbilled				
11/28/2023	FST	First Legal Network - Filing - Req for Continuance & Prop Order IN# 30263586	\$58.00		Unbilled				
01/18/2024	FST	First Legal Network - Filing - Req for Dismissal IN# 30267292	\$61.50		Unbilled				
01/18/2024	FST	First Legal Network - Filing - Request for Dismissal & Prop Order IN# 30271388	\$61.50		Unbilled				
02/16/2024	FST	First Legal Network - Filing - Joint Case management Statement IN# 30271388	\$40.90		Unbilled				
03/28/2024	FST	First Legal Network - Filing - Joint Stip & Proposed Order IN# 30275374	\$61.50		Unbilled				
05/09/2024	FST	First Legal Network - Filing - Joint Case Management Statement IN# 30283542	\$87.45		Unbilled				
06/06/2024	FST	First Legal Network - Filing - Joint CMC Statement IN# 30287287	\$61.50		Unbilled				
07/26/2024	FST	First Legal Network - Filing - Joint Case Management Conference IN# 30290822	\$61.50		Unbilled				
09/10/2024	LDS	Legal Document Server - E-Filing - Joint Case Management Statement IN# 10352795	\$13.45		Unbilled				
04/18/2025	LDS	Legal Document Server - EFiling - Joint Case Management Statement IN# 11784119	\$33.50		Unbilled				
		Total:	\$2,491.95		\$0.00				
		Balance:	\$2,491.95						

Matter Billing Detail

JAMES HAWKINS APLC

Date	Expense Code	Description	Debit	Credit	Billing Status	On Hold	Invoice Number	Check Number	Payee
Total Fees Billed-----			\$0.00						
Total Fees Unbilled : -----			\$0.00						
Total Fees Received : -----			\$0.00						
Total Soft Cost Billed : -----			\$0.00						
Total Soft Cost Unbilled : -----			\$0.00						
Total Soft Cost Received : -----			\$0.00						
Total Hard Cost Billed : -----			\$0.00						
Total Hard Cost Unbilled : -----			\$2,491.95						
Total Hard Cost Received : -----			\$0.00						
Total Taxes Billed : -----			\$0.00						
Total Taxes Unbilled : -----			\$0.00						
Total Taxes Received : -----			\$0.00						
Total Late Charges Billed : -----			\$0.00						
Total Late Charges Unbilled: -----			\$0.00						
Total Late Charges Received : -----			\$0.00						
Trust Balance: -----			\$0.00						

PROOF OF SERVICE, COUNTY OF ORANGE

I am a resident of the State of California, County of Orange. I am over the age of eighteen years and not a party to the within action. My business address is 9880 Research Drive., Suite 200, Irvine, California 92618.

On July 23, 2026, I served on the interested parties in this action the following document(s) entitled:

NOTICE OF MOTION AND MOTION FOR PRELIMINARY APPROVAL OF PAGA AND CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES

[PROPOSED] ORDER GRANTING MOTION FOR PRELIMINARY APPROVAL OF CLASS AND PAGA ACTION SETTLEMENT

DECLARATION OF JAMES HAWKINS IN SUPPORT OF MOTION FOR PRELIMINARY APPROVAL OF PAGA AND CLASS ACTION SETTLEMENT; MEMORANDUM OF POINTS AND AUTHORITIES

DECLARATION OF PLAINTIFF LUTOVIO J. IULIANO IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION AND PAGA SETTLEMENT AGREEMENT

DECLARATION OF LAURA M. SUPANICH IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

DECLARATION OF ROBERT WINIECKI IN SUPPORT OF PLAINTIFF'S MOTION FOR PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

DECLARATION OF TERRY SNIPES IN SUPPORT OF PLAINTIFF'S UNOPPOSED MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

DECLARATION OF DAVID R. MARKHAM IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

DECLARATION OF WALTER L. HAINES IN SUPPORT OF PLAINTIFFS' MOTION FOR PRELIMINARY APPROVAL OF CLASS AND REPRESENTATIVE ACTION SETTLEMENT

[XX] BY ELECTRONIC SERVICE: Based on a court Order or an agreement by the parties to accept service by e-mail or electronic transmission, I caused the document(s) to be sent from the email address Eddie@jameshawkinsaplc.com to the persons at the e-mail addresses listed in the Service List below. I did not receive, within a reasonable time after the transmission, any electronic message or other indication that the transmission was unsuccessful.

SERVICE LIST ATTACHED

SERVICE LIST

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Via LWDA Website Only

Labor and Workforce Development Agency

Attn: PAGA Administrator

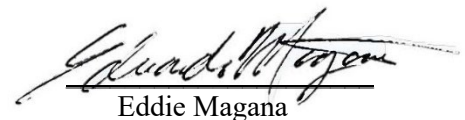
1515 Clay Street, Ste 801

Oakland, CA 94612

<http://www.dir.ca.gov/Private-Attorneys-General-Act>

[XX] **STATE:** I declare under penalty of perjury, under the laws of the State of California, that the above is true and correct.

Executed on July 23, 2026, at Irvine, California


Eddie Magana