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Attorneys for Plaintiffs and the putative class

SUPERIOR COURT FOR THE STATE OF CALIFORNIA

COUNTY OF LOS ANGELES

Daniel Grentz, individually, on behalf of
others similarly situated, and on behalf of
other aggrieved employees,

Plaintiffs,

v.

American Airlines, Inc.,

Defendant.

Case No. 23STCV03941

Hon. Laura A. Seigle, Department 17
Spring Street Courthouse

**DECLARATION OF DANIEL S.
BROME IN SUPPORT OF PLAINTIFF'S
MOTION FOR CONDITIONAL CLASS
CERTIFICATION AND PRELIMINARY
APPROVAL OF CLASS AND PRIVATE
ATTORNEYS GENERAL ACT (PAGA)
REPRESENTATIVE ACTION
SETTLEMENT**

Complaint Filed: February 22, 2023

Hearing Date: May 19, 2025

Trial Date: Not Set

E-Service Provider: CaseAnywhere

I, Daniel Brome, declare as follows:

1. I am an attorney licensed to practice law in California, and an attorney with the law firm of Nichols Kaster, LLP, counsel for the Plaintiff in this matter. I make this declaration based upon my personal knowledge, and could so testify if called upon to do so.

2. Attached hereto are true and correct copies of the following exhibits:

Exhibit A: The parties' fully executed Settlement Agreement with the proposed notice attached;

Exhibit B: A redline version comparing the Settlement Agreement with the Los Angeles County Superior Court Model Class Action and Representative PAGA Settlement;

Exhibit C: Los Angeles County Superior Court Checklist for Preliminary Approval of Class Action Settlement, with annotations to identify where in the Settlement Agreement or this Motion the relevant factors are addressed;

Exhibit D: Nichols Kaster firm resume;

Exhibit E: List of costs incurred to date;

Exhibit F: Plaintiff's PAGA exhaustion letter, previously submitted to the Labor Workforce Development Agency and sent to Defendant.

3. When this case was filed, Defendant informed Plaintiff and the Court of three pending cases in California Superior Courts filed on behalf of flight attendants, bringing wage and hour claims including claims for wage statement violations. The parties to those cases had reached a global settlement, and a preliminary approval hearing was then scheduled for May 22, 2023 in the matter of *Esteban v. American Airlines*. Because of the potential overlap with the global settlement, the Initial Status Conference in this case was continued by agreement of the Parties and with the approval of the Court.

4. Preliminary approval in *Esteban* was initially granted on October 27, 2023, with a modified order issuing on November 9, 2023. The court in *Esteban* held a final approval hearing on April 4, 2024, and granted final approval the same day. Based on the release contained in the *Esteban* settlement agreement, the parties agree that Plaintiff and the class in this case released claims prior to December 31, 2023. This case only covers claims that accrued after that date.

- 1 5. The Initial Status Conference was ultimately held on April 23, 2024. The Parties informed
2 the Court of their intention to participate in mediation, and the Court set a mediation cut-
3 off of August 23, 2024. Plaintiff served written discovery on May 8, 2024. Defendant
4 served written responses, and produced a variety of documents, including Plaintiff's wage
5 statements, electronic data reflecting Plaintiff's flight activity, documents explaining
6 Flight Attendant pay (specifically, the Collective Bargaining Agreement), and electronic
7 data identifying Flight Attendants based in California during the class period. Through this
8 discovery, Plaintiff's Counsel had ample information to adequately analyze Class
9 Members' claims, since Defendant produced its pay policies, wage statements for the
10 Named Plaintiff, interrogatory responses confirming that other Flight Attendants received
11 the same format of wage statements, and Class Member data.
- 12 6. Using this information, Plaintiff's Counsel engaged in diligent investigation and analysis
13 of Class Members' claims to prepare for mediation, and created a detailed model of
14 Defendant's exposure based on these records. At the time of mediation, Plaintiff calculated
15 the maximum amount recoverable for wage statement violations was \$4,996,400.00 in
16 total, comprised of \$2,454,900.00 in penalties under Labor Code § 226, and \$2,541,500.00
17 in PAGA penalties. We also calculated Defendant's potential exposure using different
18 assumptions to understand the range of possible recoveries. For example, Defendant
19 contended that Plaintiff could only prove one violation per month (at most), as opposed to
20 two per month, which Plaintiff asserted; if Plaintiff succeeded in establishing liability, but
21 proved only one violation per month, and recovered the full amount of PAGA penalties,
22 the total exposure would be approximately \$2,498,200. If Plaintiff proved one violation
23 per month, and the Court reduced the amount of PAGA penalties by half, then the total
24 exposure would be approximately \$1,862,825. These calculations relate to the damages
25 from January 1, 2024, through mediation.
- 26 7. On August 16, 2024, the parties participated in a settlement conference with Jeffrey
27 Fuchsman, an experienced employment mediator. The mediation ended with a mediator's
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1 proposal, which all parties accepted on August 21, 2024. The terms of that proposal were
2 later memorialized in the long form settlement agreement Plaintiff now presents to the
3 Court for approval.

4 8. My firm requested bids from four settlement administration providers prior to selecting
5 ILYM Group, Inc. (“ILYM”). ILYM’s projected itemized costs were the lowest of the 4,
6 and their total projected charges was close to the bid from Simpluris, another administrator
7 whose bid would have been slightly lower based on discounts they offered. I have not used
8 ILYM in the past, and I believe it is wise to occasionally rotate business amongst
9 settlement administrators, and Counsel for Defendant has had good results with ILYM
10 recently. My firm has no financial relationship with ILYM.

11 9. For the Plaintiff’s side, this case was primarily handled by myself and Matthew C. Helland,
12 a partner in my firm’s San Francisco office. I am senior counsel at Nicholas Kaster’s San
13 Francisco office; my practice focuses on wage and hour class and collective cases. I was
14 admitted to the California Bar in 2011 and have consistently represented workers since
15 then. I have been named a Northern California Rising Star every year from 2016 – 2023,
16 and to the Northern California Super Lawyers in 2024. I was counsel of record in the
17 following cases in which Nichols Kaster was appointed Class Counsel after a contested
18 motion for Rule 23 class certification: *DeLuca v. Farmers Ins. Exch.*, 2018 WL 1981393
19 (N.D. Cal. Feb. 27, 2018); *Kudatsky v. Tyler Techs.*, 2021 WL 735664 (N.D. Cal. Feb. 25,
20 2021); and *Oman v. Delta Air Lines, Inc.*, 2023 WL 6226369 (N.D. Cal., Sept. 22, 2023).
21 I have also been counsel of record in numerous cases in which a class has been certified
22 for settlement purposes.

23 10. Matthew C. Helland is the managing partner of Nichols Kaster’s San Francisco office, his
24 practice focuses on class and collective employment, consumer, and civil rights litigation
25 filed in California and throughout the country. He was admitted to the Minnesota Bar in
26 2005 and to the California Bar in 2007. He has been with Nichols Kaster since 2005 and
27 has been the managing partner of the San Francisco office since 2014. He has significant
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1 experience serving as lead counsel in class and collective actions. He was counsel of record
2 in the following cases where Nichols Kaster was appointed Class Counsel after a contested
3 motion for Rule 23 class certification: *Cervantez v. Celestica*, 253 F.R.D. 562 (C.D. Cal.
4 2008); *Ganci v. MBF*, 323 F.R.D. 249 (S.D. Ohio 2017); *DeLuca v. Farmers Ins. Exch.*,
5 No. 17-cv-00034-EDL, 2018 WL 1981393 (N.D. Cal. Feb. 27, 2018); *Oman v. Delta Air*
6 *Lines, Inc.*, 2023 WL 6226369 (N.D. Cal., Sept. 22, 2023). He has also been counsel of
7 record in dozens of cases where Nichols Kaster has been appointed class counsel for
8 settlement purposes. He was lead counsel, and handled the argument, for the following
9 appellate cases, which resulted in significant victories for workers: *McKeen-Chaplin v.*
10 *Provident Savings Bank, FSB*, 862 F.3d 847 (9th Cir. 2017) (finding that the defendant's
11 mortgage underwriters did not fit within the administrative exemption to the Fair Labor
12 Standards Act and remanding for judgment in the plaintiffs' favor on the issue); *Ray v.*
13 *Cty. Of Los Angeles*, No. 17-56581, 935 F.3d 703 (9th Cir. 2019) (holding that Los Angeles
14 is not entitled to Eleventh Amendment Immunity as a putative employer of home
15 healthcare workers); *Ray v. Cty. Of Los Angeles*, No. 20-56245, 52 F.4th 843 (9th Cir.
16 2022) (holding that the County of Los Angeles was liable as a joint employer of home
17 healthcare workers). From 2020 through 2024, he was recognized as a Northern California
18 Super Lawyer, after being named a Rising Star from 2012-2019. He was named one of the
19 "Best Lawyers in America" for 2023 and 2024.

- 20 11. Mr. Helland and I have represented flight attendants in two other cases besides this one.
21 In *Oman v. Delta Air Lines, Inc.*, we represented flight attendants over ten years, in highly
22 contested litigation that involved multiple summary judgment motions, contested class
23 certification, and appeals to the Ninth Circuit and the California Supreme Court, where
24 Mr. Helland argued on behalf of the flight attendants. In addition to the *Oman* case, Mr.
25 Helland and I represented flight attendants in the case of *Booher v. JetBlue Airways Corp.*,
26 No. C 15-01203 JSW. That case also involved cross motions for summary judgment. 2016
27 WL 1642929, at *1 (N.D. Cal. Apr. 26, 2016).

1 12. For over 30 years, Nichols Kaster has been dedicated to advocating for employee and
2 consumer rights. As is reflected in the firm's resume, the majority of the firm's work is
3 concentrated on representing employees in class action suits. Nichols Kaster has
4 represented thousands of employees in hundreds of cases. The firm is currently lead or co-
5 counsel in many class and collective actions in state and federal courts around the country.
6 Nichols Kaster was named the Employment Rights Law Firm of The Year by ALM in
7 2020 and received a First Tier ranking on the 2021 Best Law Firms List in Minneapolis
8 for Litigation-Labor and Employment by U.S. News-Best Lawyers "Best Law Firms." The
9 firm has demonstrated record of success in wage and hour litigation. In fact, the firm has
10 twice prevailed on behalf of employees at the United States Supreme Court in cases
11 involving the FLSA. *See Kasten v. Saint-Gobain Performance Plastics Corp.*, 563 U.S. 1
12 (2011) (the FLSA's prohibition on retaliation protects oral as well as written complaints);
13 *Perez v. Mortg. Bankers Ass'n*, 575 U.S. 92 (2015) (rejecting industry group's challenge
14 to a Department of Labor Administrator's Interpretation). We are currently lead or
15 cocounsel in many class or collective actions in state and federal courts filed across the
16 country.

17 13. Defendant's Counsel in this case are also experienced with flight attend wage and hour
18 litigation, having represented United in *Ward v. United* and *Vidrio v. United*, which
19 involved lengthy and contentious litigation. Counsel in this case are particularly familiar
20 with the factual details of this industry and legal issues impacting these claims. This
21 background helped Counsel to work efficiently to secure a settlement without drawn out
22 litigation.

23 14. The Named Plaintiff, Daniel Grentz, has been a dedicated representative throughout the
24 case. He has been responsive throughout the case, providing documents and information
25 to counsel whenever needed. He has assisted with the settlement process and mediation.
26 He has also researched flight attendant litigation on his own, and spoken with other flight
27 attendants employed by American about the issues in this case. If litigation had proceeded,
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1 he was fully prepared to represent the class diligently and effectively. To my knowledge
2 he has no conflicts of interest with any Class Members.

3 15. In my experience litigating this case and other cases on behalf of JetBlue and Delta flight
4 attendants, many flight attendants are wary of suing their employer. The industry is small,
5 and with so much of a flight attendants' compensation dependent on years of service, many
6 flight attendants are concerned that participating in litigation will be harmful to their
7 careers and their earning potential. As such, Plaintiff Grentz played a vital role in securing
8 the class-wide relief this settlement provides.

9 16. My firm has undertaken representation in this case on an entirely contingent basis. All
10 work performed was at our own expense, with compensation contingent on providing a
11 benefit to the class.

12 17. Our firm has incurred \$8,783.05 in costs to date. These costs include mediation fees,
13 electronic research charges, document retention database charges, process server charges,
14 and filing fees. These costs were reasonably incurred in litigating this case for the benefit
15 of the class. We have not been reimbursed for any of these expenses.

16 18. I fully support the resulting settlement as fair, reasonable, and adequate given the risks of
17 litigation.

18 19. The \$75,000 PAGA allocation in this case (Agt. § 1.34) represents 3% of the estimated
19 value of the PAGA claims as calculated at mediation, and 2.8% of the gross settlement
20 before applying the escalator clause.

21 20. My firm will file the settlement agreement with the LWDA in conjunction with filing this
22 motion.

23 21. My firm has no financial or governance relationship with Legal Aid at Work, the
24 designated *cy pres* recipient, and has no conflicts of interest with that organization.

25 22. My firm will calculate the allocation based on supplemental data that will contain the same
26 relevant information as was previously produced. These calculations only depend on the
27 Class Member's dates of active employment while based at a California airport. The Class
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Members' contact information is not needed for these calculations; however, the data will include control numbers so that my firm will be able to identify individual Class Members within the calculations in the event that we receive questions. The Administrator will handle all affirmative communications to Class Members.

I declare under penalty of perjury that the foregoing is true and correct to the best of my knowledge. Executed at San Rafael, CA.

Date: _____

Daniel S. Brome

EXHIBIT A

CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Daniel Grentz (“Plaintiff”) and defendant American Airlines, Inc. (“AMERICAN”). The Agreement refers to Plaintiff and American collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against American captioned *Grentz v. American Airlines, Inc.*, Case No. 23STCV03941, initiated on February 22, 2023, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2 “Administrator” means ILYM Group, Inc. (“ILYM”), the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means a person employed by American as a flight attendant based at a California airport during the PAGA Period.
- 1.5 “Class” means all persons employed by American as flight attendants based at a California airport during the Class Period.
- 1.6 “Class Counsel” means Nichols Kaster, LLP.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information in American’s possession including the Class Member’s name, last-known mailing address, Social Security number, base airport, and showing employment status (e.g., on active duty, on leave of absence, separated, etc.) during the Class Period/ PAGA Period.
- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of

Address database, skip traces, and direct contact by the Administrator with Class Members.

- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from January 1, 2024, until June 30, 2025.
- 1.13 “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of Los Angeles.
- 1.16 “American” means named Defendant American Airlines, Inc.
- 1.17 “Defense Counsel” means O’Melveny & Meyers, LLP.
- 1.18 “Effective Date” means the date by when both of the following have occurred: (a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.
- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22 “Gross Settlement Amount” means two million seven hundred thousand U.S. dollars and no cents (\$2,700,000.00), plus any additional amounts added pursuant to Paragraph 8. The Gross Settlement Amount is the total amount American agrees to pay under the Settlement. The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.

- 1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of pay periods worked during the Class Period as a flight attendant based at a California airport.
- 1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of pay periods worked during the PAGA Period as a flight attendant based at a California airport.
- 1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subd. (i).
- 1.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subd. (i).
- 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments. The initial allocation of the Net Settlement Among may include a contingency fund of up to ten thousand U.S. dollars and no cents (\$10,000.00) held in reserve to account for discrepancies or other errors or omissions. Any unused portions of the contingency fund will be included in the final allocation.
- 1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30 “Pay Period” means any Pay Period during which an Aggrieved Employee worked for American for at least one day during the PAGA Period as a flight attendant on active duty based at a California airport.
- 1.31 “PAGA Period” means the period from January 1, 2024 until June 30, 2025.
- 1.32 “PAGA” means the Private Attorneys General Act (Labor Code §§ 2698. et seq.).
- 1.33 “PAGA Notice” means Plaintiff’s February 24, 2024 letter to American and the LWDA providing notice pursuant to Labor Code section 2699.3, subd.(a).
- 1.34 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, which will be seventy-five thousand U.S. dollars and no cents (\$75,000.00) and will be allocated twenty-five percent (25%) to the Aggrieved Employees (eighteen thousand seven hundred and fifty U.S. dollars and no cents (\$18,750.00)) and seventy-five percent (75%) to LWDA (fifty-six

thousand two hundred and fifty U.S. dollars and no cents (\$56,250.00)) in settlement of PAGA claims.

- 1.35 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36 “Plaintiff” means Daniel Grentz, the named plaintiff in the Action.
- 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- 1.39 “Released Parties” means: American and each of its former and present directors, officers, shareholders, owners, attorneys, insurers, predecessors, successors, affiliates, parents, subsidiaries, related companies, employees, assigns, agents, and any entity which could be jointly liable with American Airlines, Inc. (or any of the foregoing entities) as to the claims alleged in the Operative Complaint.
- 1.40 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.41 “Response Deadline” means sixty (60) days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his or her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.42 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.

2. RECITALS.

- 2.1 On February 22, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against American for wage statement penalties under Labor Code § 226. On September 19, 2024, Plaintiff filed a First Amended Complaint, and American timely filed an Answer on October 25, 2024. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”) American denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint, denies that class certification and representative claims are appropriate, and denies any and all liability for the causes of action alleged.
- 2.2 Pursuant to Labor Code section 2699.3, subd.(a), Plaintiff gave timely written notice to American and the LWDA by sending the PAGA Notice.

- 2.3 On August 16, 2024, the Parties participated in an all-day mediation presided over by Jeffrey Fuchsman, which led to this Agreement to settle the Action.
- 2.4 Prior to mediation, Plaintiff obtained, through formal discovery, documents describing and illustrating American's pay practices for flight attendants, demonstrating the wage statement formats, and data identifying the class members including their dates of employment while based at a California airport during the Class Period. These documents and data provided sufficient information for the parties to evaluate their respective claims and defenses, and to accurately calculate American's exposure for the claims at issue. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.5 The Court has not granted class certification. The Parties agree to stipulate to class certification solely for the purposes of settlement.
- 2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. **MONETARY TERMS.**

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, American promises to pay two million seven hundred thousand U.S. dollars and no cents (\$2,700,000.00), plus any additional amounts described in Paragraph 8, but no more as the Gross Settlement Amount. American has no obligation to pay the Gross Settlement Amount prior to the deadline stated in Paragraph 4.3 of this Agreement. The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to American.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than ten thousand U.S. dollars and no cents (\$10,000.00) (in addition to any Individual Class Payment and any Individual PAGA Payment the Class Representative is entitled to receive as a Participating Class Member). American will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class

Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than twenty-seven (27%) of the Gross Settlement Amount (after any additions pursuant to Paragraph 8), which is currently estimated to be seven hundred twenty-nine thousand U.S. dollars and no cents (\$729,000.00), and a Class Counsel Litigation Expenses Payment of not more than fifteen thousand U.S. dollars and no cents (\$15,000.00). American will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than sixteen (16) court days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds American harmless from any dispute or controversy regarding any division or sharing of any of these Payments.

3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed \$15,755.00 except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than \$15,755.00, the Administrator will retain the remainder in the Net Settlement Amount.

3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked on active duty by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's Pay Periods.

3.2.4.1 Tax Allocation of Individual Class Payments. One hundred percent (100%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for wage statement penalties. These payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of seventy-five thousand U.S. dollars and no cents (\$75,000.00) to be paid from the Gross Settlement Amount, with seventy-five percent (75%) (fifty-six thousand two hundred and fifty U.S. dollars and no cents (\$56,250.00)) allocated to the LWDA PAGA Payment and twenty-five percent (25%) (eighteen thousand seven hundred and fifty U.S. dollars and no cents (\$18,750.00)) allocated to the Individual PAGA Payments.

3.2.5.1 Class Counsel will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' twenty-five percent (25%) share of PAGA Penalties (eighteen thousand seven hundred and fifty U.S. dollars and no cents (\$18,750.00)) by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, Class Counsel will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

4.1 Class and Aggrieved Employee Pay Periods. Based on a review of its records from January 1, 2024, to August 31, 2024, American estimates there are one thousand seven hundred and thirty-two (1,732) Class Members/ Aggrieved Employees who collectively worked (were actively employed and performing work, and not on a leave of absence or otherwise not working) a total of 25,350 Pay Periods.

4.2 Class Data. Not later than fifteen (15) business days after the Court grants Preliminary Approval of the Settlement, American will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet, and a similar spreadsheet less name and contact information to Class Counsel containing the Class Member's base airport and showing employment status (e.g., on active duty, on leave of absence, separated, etc.) during the Class Period/ PAGA Period. To protect Class Members' privacy rights: the data provided to Class Counsel shall provide control numbers in lieu of personally identifiable information; and the Administrator and Class Counsel must maintain the Class Data

in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to employees who need access to the Class Data to effect and perform under this Agreement. American has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which American must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.

4.3 Funding of Gross Settlement Amount. American shall fully fund the Gross Settlement Amount by transmitting the funds to the Administrator no later than ten (10) business days after the Effective Date.

4.4 Payments from the Gross Settlement Amount. Within fourteen (14) days after American funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without USPS forwarding address. Within seven (7) days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address Search. The Administrator need not take further steps to deliver checks to

Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks to Legal Aid at Work, a nonprofit organization, subject to Court-approval consistent with Code of Civil Procedure Section 384, subd. (b) ("Cy Pres Recipient"). Said Class Members will still be bound by Paragraph 5.2 of this Settlement. The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate American to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when American fully funds the entire Gross Settlement Amount, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

5.1 Plaintiff's General Release. Plaintiff and his respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release, discharge, and covenant not to sue Released Parties with respect to and from any and all claims, charges of discrimination, demands, liens, agreements, contracts, covenants, actions, suits, causes of action, disputed wages, obligations, debts, expenses, attorneys' fees, damages, penalties, interest, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which he now owns or holds or he has at any time heretofore owned or held, arising out of or in any way connected with his employment, separation of employment, or any other relationship with, the Released Parties, or any other transactions, occurrences, acts or omissions or any loss, damage or injury whatever, known or unknown, suspected or unsuspected, resulting from any act or omission by or on the part of said Released Parties, or any of them, committed or omitted prior to August 16, 2024; provided, however, that claims under the Age Discrimination in Employment Act, as modified by the Older Workers Benefits Protection Act, are excluded (collectively, "Plaintiff's Claims"). Aside from the aforementioned limitation, the parties intend the Plaintiffs' release to be general and comprehensive in nature and to release all Plaintiff's Claims and potential claims against the Released Parties to the maximum extent permitted at law. Plaintiff's Claims being released include specifically, by way of description, but not by way of limitation, any and all claims arising out of or in any way related to: (i) any interactions between Plaintiff and the Released Parties; (ii) Plaintiff's

employment, separation of employment, contractual, and/or quasi-contractual relationship with the Released Parties; (iii) any allegations as to disputed wages, remuneration, and/or other compensation, due by operation of statute, ordinance, contract, or quasi-contract; (iv) any federal, state, or local law prohibiting discrimination or retaliation on the basis of age, race, color, ancestry, religion, disability, sex, national origin, or citizenship, including, without limitation, claims under Title VII, the California Fair Employment and Housing Act, the California Labor Code, the California IWC Orders, the Employee Retirement Income Security Act, and the Americans With Disabilities Act or any other similar statutes whatever the city, county, state, or country of enactment; (v) any claims under the Family and Medical Leave Act of 1993 and/or the California Family Rights Act; and (vi) any transactions, occurrences, acts, statements, disclosures, or omissions occurring prior to the date of the Court's order granting final approval. Expressly excluded from Plaintiff's Claims are any claims that are not able to be released or waived as a matter of law, any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

- 5.2 Release by Participating Class Members Who Are Aggrieved Employees: All Participating Class Members who are also Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including any and all claims involving any alleged failure to provide complete and accurate wage statements. Additionally, all Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims during the PAGA Period for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Notice including, any and all claims involving any alleged failure to provide complete and accurate wage statements. Claims released include any and all claims for attorneys' fees, attorneys' costs/expenses, fines, penalties, interest, restitution, liquidated damages, punitive damages, declaratory relief, and/or injunctive relief allegedly due and owing by virtue of the claims released in the foregoing sentences, whether based on statutory, regulatory, or common law. Such Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts not stated in the Operative Complaint or facts occurring outside the Class Period.

- 5.3 Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims during the PAGA Period for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Notice including, any and all claims involving any alleged failure to provide complete and accurate wage statements. Claims released include any and all claims for attorneys' fees, attorneys' costs/expenses, fines, or penalties arising from the PAGA claims in the Operative Complaint.
- 5.4 Limited Waiver of Rights Under California Civil Code Section 1542. All Participating Class Members and all Aggrieved Employees (including, without limitation, the Plaintiff) intend and/or are deemed to intend that this Agreement should be effective as a bar to any and all of the claims released by Paragraphs 5.1 (with regard to the Plaintiff only), 5.2, and 5.3. In furtherance of this intention, and without expanding the releases set out in Paragraphs 5.2 and 5.3, all Participating Class Members and all Aggrieved Employees expressly waive any and all rights or benefits conferred on them by the provisions of Section 1542 of the California Civil Code, with respect to the claims in 5.1 (with regard to the Plaintiff only), 5.2, and 5.3 **only**. Section 1542 provides as follows:

“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

All Participating Class Members and all Aggrieved Employees will be advised through the settlement notice of the statutory language of Civil Code § 1542, and will assume all risks for the claims released hereunder, whether known or unknown, suspected or unsuspected. The Participating Class Members and all Aggrieved Employees are deemed to understand that, if any of the facts relating in any manner to the Lawsuit, or to the release and dismissal of claims as provided in this Agreement, are hereafter found to be other than or different from the facts now believed to be true, they have expressly accepted and assumed that risk and agree that this Agreement and the release of claims contained herein shall nevertheless remain effective. Provided, however, that the waiver contained in this Paragraph 5.4 is not intended to expand the nature of the claims released by Participating Class Members and Aggrieved Employees beyond the claims released by Paragraphs 5.2 and 5.3, but rather is intended only to ensure that the releases set out in Paragraph 5.2 and 5.3 are fully enforceable and is not impeded by Section 1542.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

- 6.1 American’s Declaration in Support of Preliminary Approval. Within fourteen (14) days of the full execution of this Agreement, American will prepare and deliver to Class Counsel a signed Declaration from American and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient (if any). For the avoidance of doubt, it is understood and agreed that American’s or Defense Counsel’s use of the same Administrator in other litigation is not a conflict of interest. In their Declarations, Defense Counsel and American shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subd. (f)(2)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members and the proposed Cy Pres; and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, the Administrator, and/or the proposed Cy Pres; (v) a signed declaration from Class Counsel attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (Labor Code section 2699.3, subd. (a)), Operative Complaint (Labor Code section 2699, subd. (l)(1)), this Agreement (Labor Code section 2699, subd. (l)(2)); (vi) a redlined version of the parties’ Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and (vii) all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than thirty (30) days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for

appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

- 6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

- 7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. ("ILYM") to serve as the Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than a professional relationship arising out of prior experiences administering settlements.
- 7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of providing reports to state and federal tax authorities.
- 7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund ("QSF") under US Treasury Regulation section 468B-1.
- 7.4 Notice to Class Members.
- 7.4.1 Using best efforts to perform as soon as possible, and in no event later than fourteen (14) days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service ("USPS") mail and email, the Class Notice substantially in the form attached to this Agreement as Exhibit A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of active duty Pay Periods used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

- 7.4.2 Not later than three (3) business days after the Administrator's receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.
- 7.4.3 The deadlines for Class Members' written objections, Challenges to Pay Periods, and Requests for Exclusion will be extended an additional fourteen (14) days beyond the sixty (60) days otherwise provided in the Class Notice for all Class Members whose notice is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.
- 7.4.4 If the Administrator, American, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than 14 days after receipt of Class Notice, or the deadline dates in the Class Notice, whichever are later.
- 7.5 Requests for Exclusion (Opt-Outs).
- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the

authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.

7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2, 5.3, and 5.4 of this Agreement, regardless of whether the Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of Pay Periods. Each Class Member shall have 60 days after the Administrator mails the Class Notice (plus an additional 14 days for Class Members whose Class Notice is re-mailed) to challenge the number of Pay Periods allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present verbal objections at the Final Approval Hearing. A Participating

Class Member who elects to send a written objection to the Administrator must do so not later than 60 days after the Administrator's mailing of the Class Notice (plus an additional 14 days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than 5 days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion ("Exclusion List"); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments ("Weekly Report"). The Weekly Reports must include the Administrator's assessment of the validity of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

7.8.4 Pay Period Challenges. The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all

Class Member challenges over the calculation of Pay Periods. The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

7.8.5 Administrator's Declaration. Not later than 14 days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

7.8.6 Final Report by Settlement Administrator. Within 10 days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least 15 days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

7.8.7 Issuance of Payment. The Administrator shall not disburse any funds from the Gross Settlement Amount unless and until the Effective Date occurs.

8. CLASS SIZE ESTIMATES AND ESCALATOR CLAUSE.

8.1 Based on its records, American estimates that, from January 1, 2024, to August 31, 2024, there are approximately 1,782 Class Members/ Aggrieved Employees and 25,350 total Pay Periods during the Class Period/ PAGA Period. Based on these records, the parties estimate that there are 1,559 Class Members/ Aggrieved Employees who were currently employed as of August 16, 2024.

8.2 The Parties agree that Defendant will pay an additional sum, to be made part of the Gross Settlement Amount, calculated on a pro rata basis for any additional pay periods worked by Class Members from September 1, 2024 until Defendant implements a revised wage statement that includes actual duty hours worked by Class Members. At the time of mediation, the settlement amounted to a value of \$106.51 per Pay Period (\$2,700,000.00/25,350 Pay Periods). All additional pay periods after August 31, 2024 will be valued at \$106.51.

- 8.3 For example, if three additional Pay Periods between August 31, 2024 and when Defendant implements a revised wage statement, and 1,559 Class Members remain current through those additional Pay Periods on active duty, the Gross Settlement Amount will increase based on the calculation: $\$106.51/\text{Pay Period} * 3 \text{ Pay Periods} * 1,559 \text{ Class Members} = \$498,147.27$.
- 8.4 Additional amounts added to the Gross Settlement Amount pursuant to this section will lead to increases in Individual Class Payments and the Class Counsel Fees (which will be calculated based on the final Gross Settlement Amount). Such additional amounts will not increase the Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Expenses, Class Representative Service Payment, or the Administrator's Expenses.
9. **AMERICAN'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds 5% of the total of all Class Members, measured on a Pay Period basis, American may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if American withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, American will remain responsible for paying all Settlement Administration Expenses incurred to that point. American must notify Class Counsel and the Court of its election to withdraw not later than seven days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.
10. **MOTION FOR FINAL APPROVAL.** Not later than 16 court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, subd. (1), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than seven calendar days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.
- 10.1 **Response to Objections.** Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than five court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.
- 10.2 **Duty to Cooperate.** If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or

Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

- 10.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.
- 10.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.
- 10.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.
- 10.6 Court Approval of Reformatted Wage Statement. At the same time that Plaintiff applies to the Court for final approval of the Settlement, American may, at its sole election, request that the Court approve a form of wage statement for use with the Class. Class Counsel, the Class, and Plaintiff: take no position as to whether any such wage statement may comport with the requirements of California law; recognize and acknowledge Defendant, at its sole discretion, may make the business decision to use any wage statement it wishes; and shall not object to or approve of any such application. The Court's approval of the form of wage statement (to the extent one is presented) is not a condition for Final Approval to occur or Judgment to be entered.

11. **AMENDED JUDGMENT.** If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

12. **ADDITIONAL PROVISIONS.**

12.1 **No Admission of Liability, Class Certification or Representative Manageability for Other Purposes.** This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by American that any of the allegations in the Operative Complaint have merit or that American has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that American's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, American reserves the right to contest certification of any class for any reasons, and American reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest American's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

12.2 **Confidentiality Prior to Preliminary Approval.** Plaintiff, Class Counsel, American and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, American and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. This paragraph does not restrict the Parties communications with potential settlement administrators.

12.3 **No Solicitation.** The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the

Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

- 12.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.
- 12.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and American, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.
- 12.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.
- 12.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.
- 12.8 No Tax Advice. Neither Plaintiff, Class Counsel, American nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.
- 12.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.
- 12.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
- 12.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

- 12.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
- 12.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.
- 12.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to Cal. Evid. Code §1152, and all copies and summaries of the Class Data provided to Class Counsel by American in connection with settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or rule of court. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received in connection with the Settlement unless, prior to the Court's discharge of the Administrator's obligation, American makes a written request to Class Counsel for the return, rather than the destructions, of Class Data.
- 12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
- 12.16 Calendar Days. Unless otherwise noted, all reference to "days" in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.
- 12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Matthew C. Helland
helland@nka.com
Daniel S. Brome
dbrome@nka.com
Nichols Kaster, LLP
235 Montgomery St., Suite 810
San Francisco, CA 94104

To American:

Adam P. KohSweeney
akohsweeney@omm.com
Kristin M. MacDonnell
kmacdonnell@omm.com
Molly Edgar
medgar@omm.com
O'Melveny & Myers LLP
Two Embarcadero Center,
28th Floor San Francisco, CA 94111-3823

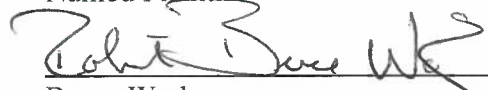
12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IN WITNESS WHEREOF, the undersigned settling Parties and their duly authorized representatives of accept and agree to the terms of this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

Daniel Grentz
Named Plaintiff

Date



Bruce Wark
SVP, Deputy General Counsel, for and on
behalf of American Airlines, Inc.

2-24-25
Date

APPROVED AS TO CONTENT AND FORM:

Matthew C. Helland
Daniel S. Brome
Nichols Kaster, LLP

Date



Adam P. KohSweeney
Kristin M. MacDonnell
O'Melveny & Myers LLP

24 Feb 2025
Date

Adam P. KohSweeney
akohsweeney@omm.com
Kristin M. MacDonnell
kmacdonnell@omm.com
Molly Edgar
medgar@omm.com
O'Melveny & Myers LLP
Two Embarcadero Center,
28th Floor San Francisco, CA 94111-3823

- 12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e. DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.
- 12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to CCP section 583.330 to extend the date to bring a case to trial under CCP section 583.310 for the entire period of this settlement process.

IN WITNESS WHEREOF, the undersigned settling Parties and their duly authorized representatives of accept and agree to the terms of this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.



Daniel Greutz
Named Plaintiff

02/21/2025

Date

Vicki Gillette
Managing Director / Associate General
Counsel -- Employment, for and on behalf of
American Airlines, Inc.

Date

APPROVED AS TO CONTENT AND FORM:



Matthew C. Helland
Daniel S. Brome
Nichols Kaster, LLP

02/24/2025

Date

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

Grentz v. American Airlines, Inc., Case No. 23STCV03941

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

You may be eligible to receive money from an employee class action lawsuit (“Action”) against American Airlines, Inc. (“American”) for alleged wage statement violations. The Action was filed by a flight attendant employee (“Plaintiff”) and seeks payment of (1) penalties for a class of flight attendants who were based at a California airport (“Class Members”) who worked for American during the Class Period (January 1, 2024 to June 30, 2025); and (2) penalties under the California Private Attorney General Act (“PAGA”) for all flight attendants who were based at a California airport (“Class Members”) who worked for American during the PAGA Period (January 1, 2024 to June 30, 2025) (“Aggrieved Employees”).

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

Based on American’s records, and the Parties’ current assumptions, **your Individual Class Payment is estimated to be \$_ and your Individual PAGA Payment is estimated to be \$_____**. The actual amount you may receive likely will be different and will depend on a number of factors.

The above estimates are based on American’s records showing that **you worked _____ pay periods** during the Class/ PAGA Period. If you believe that you worked more pay periods during this 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. 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, how much of the Settlement will be paid to Plaintiff and Plaintiff’s attorneys (“Class Counsel”), and will be asked by American to approve a new form of wage statement. The Court will also decide whether to enter a judgment that requires American to make payments under the Settlement and requires Class Members and Aggrieved Employees to give up their rights to assert certain claims against American.

If you worked for American during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

(1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against American.

(2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) – but not the PAGA Settlement – 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 American, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA Settlement portion of the proposed Settlement and will be bound by the PAGA Settlement.

American 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 fully 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 American 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 _____	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. Individual PAGA Payments will be made 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 _____	All Class Members who do not opt-out ("Participating Class Members") can object to any aspect of the proposed Class 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, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. 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 _____. 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 Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many pay periods you worked at least one day during the Class/ PAGA Period as a Flight Attendant while based at a California airport. The number Pay Periods you worked according to American’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is employed as a flight attendant at American. The Action accuses American of violating California labor laws by failing to provide accurate itemized wage statements. 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 in the Action:

Matthew C. Helland
helland@nka.com
Daniel S. Brome
dbrome@nka.com
Nichols Kaster, LLP
235 Montgomery St., Suite 810
San Francisco, CA 94104
(415) 277-7235
 (“Class Counsel.”)

American strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. So far, the Court has made no determination whether American or Plaintiff is correct on the merits.

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

Plaintiff and American hired an experienced, neutral mediator in an effort to resolve the Action by negotiating an end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement (“Agreement”) and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and

American 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, American does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) American 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 Final Approval.

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

1. American Will Pay \$[AMOUNT] as the Gross Settlement Amount (Gross Settlement). American 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, American will fund the Gross Settlement not more than 10 days after the Judgment entered by the Court become 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.
2. 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:
 - A. Up to \$ [AMOUNT] (27% of the Gross Settlement) to Class Counsel for attorneys' fees and up to \$15,000.00 for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
 - B. Up to \$10,000.00 as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
 - C. Up to \$ _____ to the Administrator for services administering the Settlement.
 - D. Up to \$75,000.00 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.

3. 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 Pay Periods.
4. Taxes Owed on Payments to Class Members. Because the Agreement covers claims for wage statement penalties, each Individual Class Payment is counted as penalties rather than wages for tax purposes, and is not subject to withholdings and will be reported on IRS 1099 Forms. The Individual PAGA Payments are also counted as penalties rather than wages for tax purposes, and will be reported on IRS 1099 Forms.

Although Plaintiff and American have agreed to this treatment, 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.

5. 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 irrevocably lost to you because they will be paid to a non-profit organization or foundation (“Cy Pres”).
6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than [date] (sixty (60) days after the date this Notice was mailed), that you wish to opt-out. This deadline may be extended if you received a re-mailed notice. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the [date] Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her representative setting forth a Class Member’s 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 American.

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

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

8. Administrator. The Court has appointed a neutral company, ILYM Group, Inc. (the “Administrator”) to send this Notice, and make payments, and process Class Members’ Requests for Exclusion. The Administrator will also decide Class Member Challenges over Pay Periods, 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.
9. Release for Participating Class Members who are also Aggrieved Employees. After the Judgment is final and American has fully funded the Gross Settlement, 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 American or related entities for penalties based on the facts as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members who are also Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from all claims during the Class Period that were alleged, or reasonably could have been alleged, based on the facts stated in the Operative Complaint, including any and all claims involving any alleged failure to provide complete and accurate wage statements. Additionally, all Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims during the PAGA Period for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Notice including, any and all claims involving any alleged failure to provide complete and accurate wage statements. Claims released include any and all claims for attorneys’ fees, attorneys’ costs/expenses, fines, penalties, interest, restitution, liquidated damages, punitive damages, declaratory relief, and/or injunctive relief allegedly due and owing by virtue of the claims released in the foregoing sentences, whether based on statutory, regulatory, or common law. Such Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts not stated in the Operative Complaint or facts occurring outside the Class Period.

10. Release for Aggrieved Employees who are Non-Participating Class Members. After the Court’s judgment is final, and American has paid the Gross Settlement, all Aggrieved Employees will be barred from asserting PAGA claims against American, 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

American or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims during the PAGA Period for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Notice including, any and all claims involving any alleged failure to provide complete and accurate wage statements. Claims released include any and all claims for attorneys' fees, attorneys' costs/expenses, fines, or penalties arising from the PAGA claims in the Operative Complaint.

11. Participating Class Members who are Aggrieved Employees, as well as Non-Participating Class Members who are Aggrieved Employees, will also waive any protection of Civil Code § 1542 with regard to the releases in Paragraphs 3(9) and 3(10) above.

4. HOW WILL MY PAYMENT BE CALCULATED?

1. Individual Class Payments. Class Counsel will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of Pay Periods worked by all Participating Class Members, and (b) multiplying the result by the number of Pay Periods worked by each individual Participating Class Member.
2. Individual PAGA Payments. Class Counsel will calculate Individual PAGA Payments by (a) dividing \$18,750.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Pay Period Challenges. The number of Pay Periods you worked during the Class/ PAGA Period, as recorded in American's records, are stated in the first page of this Notice. You have until **[date]** (sixty (60) days after the date this Notice was mailed) to challenge the number of Pay Periods credited to you. This deadline may be extended if you received a re-mailed notice. 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 Class Counsel's calculation of Pay Periods based on American'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 Pay Period challenges based on your submission and on input from Class Counsel (who will advocate on behalf of Participating Class Members) and American's Counsel. The Administrator's decision is

final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. 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 Class 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 *Grentz v. American Airlines*, 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] (sixty (60) days after the date this Notice was mailed), or it will be invalid.** This deadline may be extended if you received a re-mailed notice. 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 American 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 (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website _____ (url) or the Court's website _____ (url).

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award 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] (sixty (60) days after the date this Notice was mailed).** This deadline may be extended if you received a re-mailed notice. 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 _____ and include your name, current address, telephone number, and approximate dates of employment 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 _____ at (time) in Department 17 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator'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 American and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to the case website at _____ (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>) and entering the Case Number for the Action, Case No. 23STCV03941. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:
Matthew C. Helland
helland@nka.com
Daniel S. Brome
dbrome@nka.com

Nichols Kaster, LLP
235 Montgomery St., Suite 810
San Francisco, CA 94104
(415) 277-7235

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have no way to recover the money.

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.

Adam P. KohSweeney
Kristin M. MacDonnell
O'Melveny & Myers LLP

Date

EXHIBIT B

~~MODEL~~ CLASS ACTION AND PAGA SETTLEMENT AGREEMENT AND CLASS NOTICE¹ NOTICE

This Class Action and PAGA Settlement Agreement (“Agreement”) is made by and between plaintiff Daniel Grentz (“Plaintiff”) and defendant ~~(“XYZ”)~~American Airlines, Inc. (“AMERICAN”). The Agreement refers to Plaintiff and ~~XYZ~~American collectively as “Parties,” or individually as “Party.”

1. DEFINITIONS.

- 1.1 “Action” means the Plaintiff’s lawsuit alleging wage and hour violations against ~~XYZ~~American captioned Grentz v. American Airlines, Inc., Case No. 23STCV03941, initiated on February 22, 2023, and pending in Superior Court of the State of California, County of Los Angeles.
- 1.2 “Administrator” means ILYM Group, Inc. (“ILYM”), the neutral entity the Parties have agreed to appoint to administer the Settlement.
- 1.3 “Administration Expenses Payment” means the amount the Administrator will be paid from the Gross Settlement Amount to reimburse its reasonable fees and expenses in accordance with the Administrator’s “not to exceed” bid submitted to the Court in connection with Preliminary Approval of the Settlement.
- 1.4 “Aggrieved Employee” means ~~[e.g., a person employed by XYZ in American as a~~ flight attendant based at a California airport and classified as who worked for XYZ airport during the PAGA Period~~].~~
- 1.5 “Class” means ~~[define class, e.g., all persons employed by XYZ in American as~~ flight attendants based at a California airport and classified as who worked for XYZ airport during the Class Period~~].~~
- 1.6 “Class Counsel” means Nichols Kaster, LLP.
- 1.7 “Class Counsel Fees Payment” and “Class Counsel Litigation Expenses Payment” mean the amounts allocated to Class Counsel for reimbursement of reasonable attorneys’ fees and expenses, respectively, incurred to prosecute the Action.
- 1.8 “Class Data” means Class Member identifying information in ~~XYZ’s~~American’s possession including the Class Member’s name, last-known mailing address, Social Security number, base airport, and numbers showing employment status (e.g., on active duty, on leave of absence, separated, etc.) during the Class Period ~~Workweeks and/ PAGA Pay Periods~~Period.

- 1.9 “Class Member” or “Settlement Class Member” means a member of the Class, as either a Participating Class Member or Non-Participating Class Member (including a ~~NonParticipating~~Non- Participating Class Member who qualifies as an Aggrieved Employee).
- 1.10 “Class Member Address Search” means the Administrator’s investigation and search for current Class Member mailing addresses using all reasonably available sources, methods and means including, but not limited to, the National Change of Address database, skip traces, and direct contact by the Administrator with Class Members.
- 1.11 “Class Notice” means the COURT APPROVED NOTICE OF CLASS ACTION SETTLEMENT AND HEARING DATE FOR FINAL COURT APPROVAL, to be mailed to Class Members in English ~~[with a Spanish translation, if applicable]~~ in the form, without material variation, attached as Exhibit A and incorporated by reference into this Agreement.
- 1.12 “Class Period” means the period from _____ ~~to~~ _____, January 1, 2024, until June 30, 2025.
- 1.13 “Class Representative” means the named Plaintiff in the operative complaint in the Action seeking Court approval to serve as a Class Representative.
- 1.14 “Class Representative Service Payment” means the payment to the Class Representative for initiating the Action and providing services in support of the Action.
- 1.15 “Court” means the Superior Court of California, County of Los Angeles.
- 1.16 ~~“XYZ”~~“American” means named Defendant American Airlines, Inc.
- 1.17 “Defense Counsel” means O’Melveny & Meyers, LLP.
- 1.18 “Effective Date” means the date by when both of the following have occurred:
(a) the Court enters a Judgment on its Order Granting Final Approval of the Settlement; and (b) the Judgment is final. The Judgment is final as of the latest of the following occurrences: (a) if no Participating Class Member objects to the Settlement, the day the Court enters Judgment; (b) if one or more Participating Class Members objects to the Settlement, the day after the deadline for filing a notice of appeal from the Judgment; or if a timely appeal from the Judgment is filed, the day after the appellate court affirms the Judgment and issues a remittitur.
- 1.19 “Final Approval” means the Court’s order granting final approval of the Settlement.

- 1.20 “Final Approval Hearing” means the Court’s hearing on the Motion for Final Approval of the Settlement.
- 1.21 “Final Judgment” means the Judgment Entered by the Court upon Granting Final Approval of the Settlement.
- 1.22 “Gross Settlement Amount” means \$~~_____~~ which two million seven hundred thousand U.S. dollars and no cents (\$2,700,000.00), plus any additional amounts added pursuant to Paragraph 8. The Gross Settlement Amount is the total amount ~~XYZAmerican~~ agrees to pay under the Settlement ~~except as provided in Paragraph 9 below. The.~~ The Gross Settlement Amount will be used to pay Individual Class Payments, Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Fees, Class Counsel Expenses, Class Representative Service Payment and the Administrator’s Expenses.
- 1.23 “Individual Class Payment” means the Participating Class Member’s pro rata share of the Net Settlement Amount calculated according to the number of Workweekspay periods worked during the Class Period as a flight attendant based at a California airport.
- 1.24 “Individual PAGA Payment” means the Aggrieved Employee’s pro rata share of 25% of the PAGA Penalties calculated according to the number of Workweekspay periods worked during the PAGA Period as a flight attendant based at a California airport.
- 1.25 “Judgment” means the judgment entered by the Court based upon the Final Approval.
- 1.26 “LWDA” means the California Labor and Workforce Development Agency, the agency entitled, under Labor Code section 2699, subdivisionsubd. (i).
- 1.27 “LWDA PAGA Payment” means the 75% of the PAGA Penalties paid to the LWDA under Labor Code section 2699, subdivisionsubd. (i).
- 1.28 “Net Settlement Amount” means the Gross Settlement Amount, less the following payments in the amounts approved by the Court: Individual PAGA Payments, the LWDA PAGA Payment, Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment, and the Administration Expenses Payment. The remainder is to be paid to Participating Class Members as Individual Class Payments. The initial allocation of the Net Settlement Among may include a contingency fund of up to ten thousand U.S. dollars and no cents (\$10,000.00) held in reserve to account for discrepancies or other errors or omissions. Any unused portions of the contingency fund will be included in the final allocation.

- 1.29 “Non-Participating Class Member” means any Class Member who opts out of the Settlement by sending the Administrator a valid and timely Request for Exclusion.
- 1.30 ~~“PAGA”~~ “Pay Period” means any Pay Period during which an Aggrieved Employee worked for XYZAmerican for at least one day during the PAGA Period ~~as a flight attendant on active duty based at a California airport.~~
- 1.31 “PAGA Period” means the period from _____ to _____.
January 1, 2024 until June 30, 2025.
- 1.32 “PAGA” means the Private Attorneys General Act (~~Lab.~~ Labor Code, ~~§ §§~~ 2698, et seq.).
- 1.33 “PAGA Notice” means Plaintiff’s _____ February 24, 2024 letter to XYZAmerican and the LWDA ~~[and Plaintiff’s _____ letter to XYZ and the LWDA]~~ providing notice pursuant to Labor Code section 2699.3, subdivision (subd.) (a).
- 1.34 “PAGA Penalties” means the total amount of PAGA civil penalties to be paid from the Gross Settlement Amount, which will be seventy-five thousand U.S. dollars and no cents (\$75,000.00) and will be allocated twenty-five percent (25%%) to the Aggrieved Employees (_____) and the 75%(eighteen thousand seven hundred and fifty U.S. dollars and no cents (\$18,750.00)) and seventy-five percent (75%) to LWDA (_____) (fifty-six thousand two hundred and fifty U.S. dollars and no cents (\$56,250.00)) in settlement of PAGA claims.
- 1.35 “Participating Class Member” means a Class Member who does not submit a valid and timely Request for Exclusion from the Settlement.
- 1.36 “Plaintiff” means _____, Daniel Grentz, the named plaintiff in the Action.
- 1.37 “Preliminary Approval” means the Court’s Order Granting Preliminary Approval of the Settlement.
- 1.38 “Preliminary Approval Order” means the proposed Order Granting Preliminary Approval and Approval of PAGA Settlement.
- ~~1.39 “Released Class Claims” means the claims being released as described in Paragraph 5.2 below.~~
- ~~1.40 “Released PAGA Claims” means the claims being released as described in Paragraph 5.3 below.~~

- 1.39 “Released Parties” means ~~XYZ: American~~ and each of its former and present directors, officers, shareholders, owners, ~~[members],~~ attorneys, insurers, predecessors, successors, ~~assigns [affiliates, parents, subsidiaries] [affiliates],~~ related companies, employees, assigns, agents, and any entity which could be jointly liable with American Airlines, Inc. (or any of the foregoing entities) as to the claims alleged in the Operative Complaint.
- 1.40 “Request for Exclusion” means a Class Member’s submission of a written request to be excluded from the Class Settlement signed by the Class Member.
- 1.41 “Response Deadline” means ~~[e.g., sixty (60)]~~ days after the Administrator mails Notice to Class Members and Aggrieved Employees, and shall be the last date on which Class Members may: (a) fax, email, or mail Requests for Exclusion from the Settlement, or (b) fax, email, or mail his, ~~her,~~ or ~~their~~ her Objection to the Settlement. Class Members to whom Notice Packets are resent after having been returned undeliverable to the Administrator shall have an additional 14 calendar days beyond the Response Deadline has expired.
- 1.42 “Settlement” means the disposition of the Action effected by this Agreement and the Judgment.
- ~~1.45 “Workweek” means any week during which a Class Member worked for XYZ for at least one day, during the Class Period.”~~

2. RECITALS.

- 2.1 On ~~_____~~, February 22, 2023, Plaintiff commenced this Action by filing a Complaint alleging causes of action against ~~XYZ~~ American for ~~_____~~. ~~[The wage statement penalties under Labor Code § 226. On September 19, 2024, Plaintiff filed a First Amended Complaint, and American timely filed an Answer on October 25, 2024. The First Amended Complaint is the operative complaint in the Action (the “Operative Complaint.”)]~~ ~~[On _____, Plaintiff filed a [e.g., First Amended Complaint] alleging causes of action against XYZ for _____.~~ The ~~[e.g., First Amended] Complaint is the operative complaint in the Action (the “Operative Complaint”).]~~ XYZ.”) American denies the allegations in the Operative Complaint, denies any failure to comply with the laws identified in in the Operative Complaint, denies that class certification and representative claims are appropriate, and denies any and all liability for the causes of action alleged.
- 2.2 Pursuant to Labor Code section 2699.3, ~~subdivision (subd.)~~ (a), Plaintiff gave timely written notice to ~~XYZ~~ American and the LWDA by sending the PAGA Notice.

- 2.3 On August 16, 2024, the Parties participated in an all-day mediation presided over by Jeffrey Fuchsman, which led to this Agreement to settle the Action ~~[or describe alternative means of negotiation]~~.
- 2.4 Prior to ~~□ mediation □ negotiating the Settlement~~, Plaintiff obtained, through ~~formal □ informal discovery,~~ mediation, Plaintiff obtained, through formal discovery, documents describing and illustrating American's pay practices for flight attendants, demonstrating the wage statement formats, and data identifying the class members including their dates of employment while based at a California airport during the Class Period. These documents and data provided sufficient information for the parties to evaluate their respective claims and defenses, and to accurately calculate American's exposure for the claims at issue. Plaintiff's investigation was sufficient to satisfy the criteria for court approval set forth in *Dunk v. Foot Locker Retail, Inc.* (1996) 48 Cal.App.4th 1794, 1801 and *Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 129-130 ("*Dunk/Kullar*").
- 2.5 The Court ~~□ has □~~ has not granted class certification. The Parties agree to stipulate to class certification solely for the purposes of settlement.
- 2.6 The Parties, Class Counsel and Defense Counsel represent that they are not aware of any other pending matter or action asserting claims that will be extinguished or affected by the Settlement.

3. MONETARY TERMS.

- 3.1 Gross Settlement Amount. Except as otherwise provided by Paragraph 8 below, XYZAmerican promises to pay \$two million seven hundred thousand U.S. dollars and no cents (\$2,700,000.00), plus any additional amounts described in Paragraph 8, but no more as the Gross Settlement Amount ~~[and to separately pay any and all employer payroll taxes owed on the Wage Portions of the Individual Class Payments.] XYZ, American~~ has no obligation to pay the Gross Settlement Amount ~~(or any payroll taxes)~~ prior to the deadline stated in Paragraph 4.3 of this Agreement. * The Administrator will disburse the entire Gross Settlement Amount without asking or requiring Participating Class Members or Aggrieved Employees to submit any claim as a condition of payment. None of the Gross Settlement Amount will revert to XYZAmerican.
- 3.2 Payments from the Gross Settlement Amount. The Administrator will make and deduct the following payments from the Gross Settlement Amount, in the amounts specified by the Court in the Final Approval:
- 3.2.1 To Plaintiff: Class Representative Service Payment to the Class Representative of not more than \$ten thousand U.S. dollars and no cents (\$10,000.00) (in addition to any Individual Class Payment ~~[and any~~

Individual PAGA Payment} the Class Representative is entitled to receive as a Participating Class Member). ~~XYZAmerican~~ will not oppose Plaintiff's request for a Class Representative Service Payment that does not exceed this amount. As part of the motion for Class Counsel Fees Payment and Class Litigation Expenses Payment, Plaintiff will seek Court approval for any Class Representative Service Payments no later than ~~{sixteen (16) court}~~ days prior to the Final Approval Hearing. If the Court approves a Class Representative Service Payment less than the amount requested, the Administrator will retain the remainder in the Net Settlement Amount. The Administrator will pay the Class Representative Service Payment using IRS Form 1099. Plaintiff assumes full responsibility and liability for employee taxes owed on the Class Representative Service Payment.

- 3.2.2 To Class Counsel: A Class Counsel Fees Payment of not more than ~~—%,twentyseven (27%) of the Gross Settlement Amount (after any additions pursuant to Paragraph 8),~~ which is currently estimated to be ~~seven hundred twenty-nine thousand U.S. dollars and no cents (\$729,000.00),~~ and a Class Counsel Litigation Expenses Payment of not more than ~~\$. XYZfifteen thousand U.S. dollars and no cents (\$15,000.00).~~ ~~American~~ will not oppose requests for these payments provided that do not exceed these amounts. Plaintiff and/or Class Counsel will file a motion for Class Counsel Fees Payment and Class Litigation Expenses Payment no later than ~~{sixteen (16) court}~~ days prior to the Final Approval Hearing. If the Court approves a Class Counsel Fees Payment and/or a Class Counsel Litigation Expenses Payment less than the amounts requested, the Administrator will allocate the remainder to the Net Settlement Amount. Released Parties shall have no liability to Class Counsel or any other Plaintiff's Counsel arising from any claim to any portion any Class Counsel Fee Payment and/or Class Counsel Litigation Expenses Payment. The Administrator will pay the Class Counsel Fees Payment and Class Counsel Expenses Payment using one or more IRS 1099 Forms. Class Counsel assumes full responsibility and liability for taxes owed on the Class Counsel Fees Payment and the Class Counsel Litigation Expenses Payment and holds ~~XYZAmerican~~ harmless, ~~and indemnifies XYZ,~~ from any dispute or controversy regarding any division or sharing of any of these Payments.
- 3.2.3 To the Administrator: An Administrator Expenses Payment not to exceed ~~\$ _____~~ except for a showing of good cause and as approved by the Court. To the extent the Administration Expenses are less or the Court approves payment less than ~~\$ _____,~~ the Administrator will retain the remainder in the Net Settlement Amount.
- 3.2.4 To Each Participating Class Member: An Individual Class Payment calculated by (a) dividing the Net Settlement Amount by the total number

of ~~Workweeks~~Pay Periods worked on active duty by all Participating Class Members during the Class Period and (b) multiplying the result by each Participating Class Member's ~~Workweeks~~Pay Periods.

3.2.4.1 Tax Allocation of Individual Class Payments. ~~___% of each Participating Class Member's Individual Class Payment will be allocated to settlement of wage claims (the "Wage Portion"). The Wage Portions are subject to tax withholding and will be reported on an IRS W-2 Form. The ___% One hundred percent (100%) of each Participating Class Member's Individual Class Payment will be allocated to settlement of claims for [e.g., interest and penalties] (the "Non-Wage Portion").~~^{vi} ~~The Non-Wage Portions~~wage statement penalties. These payments are not subject to wage withholdings and will be reported on IRS 1099 Forms. Participating Class Members assume full responsibility and liability for any employee taxes owed on their Individual Class Payment.

3.2.4.2 Effect of Non-Participating Class Members on Calculation of Individual Class Payments. Non-Participating Class Members will not receive any Individual Class Payments. The Administrator will retain amounts equal to their Individual Class Payments in the Net Settlement Amount for distribution to Participating Class Members on a pro rata basis.

3.2.5 To the LWDA and Aggrieved Employees: PAGA Penalties in the amount of \$ _____~~seventy-five thousand U.S. dollars and no cents (\$75,000.00)~~ to be paid from the Gross Settlement Amount, with ~~75% (\$ _____)seventy-five percent (75%) (fiftysix thousand two hundred and fifty U.S. dollars and no cents (\$56,250.00))~~ allocated to the LWDA PAGA Payment and ~~twenty-five percent (25% (\$ _____)%) (eighteen thousand seven hundred and fifty U.S. dollars and no cents (\$18,750.00))~~ allocated to the Individual PAGA Payments.

3.2.5.1 ~~The Administrator~~Class Counsel will calculate each Individual PAGA Payment by (a) dividing the amount of the Aggrieved Employees' ~~twenty-five percent (25%%)~~ share of PAGA Penalties ~~(\$ _____)(eighteen thousand seven hundred and fifty U.S. dollars and no cents (\$18,750.00))~~ by the total number of PAGA Period Pay Periods worked by all Aggrieved Employees during the PAGA Period and (b) multiplying the result by each Aggrieved Employee's PAGA Period Pay Periods. Aggrieved Employees assume full responsibility and liability for any taxes owed on their Individual PAGA Payment.

3.2.5.2 If the Court approves PAGA Penalties of less than the amount requested, ~~the Administrator~~Class Counsel will allocate the remainder to the Net Settlement Amount. The Administrator will report the Individual PAGA Payments on IRS 1099 Forms.

4. SETTLEMENT FUNDING AND PAYMENTS.

- 4.1 Class ~~Workweeks~~ and Aggrieved Employee Pay Periods. Based on a review of its records from January 1, 2024, to date, XYZ August 31, 2024, American estimates there are one thousand seven hundred and thirty-two (1,732) Class Members/ Aggrieved Employees who collectively worked (were actively employed and performing work, and not on a leave of absence or otherwise not working) a total of Workweeks, and Aggrieved Employees who worked a total of PAGA 25,350 Pay Periods.
- 4.2 Class Data. Not later than [e.g., fifteen (15)] business days after the Court grants Preliminary Approval of the Settlement, XYZ American will simultaneously deliver the Class Data to the Administrator, in the form of a Microsoft Excel spreadsheet, and a similar spreadsheet less name and contact information to Class Counsel containing the Class Member's base airport and showing employment status (e.g., on active duty, on leave of absence, separated, etc.) during the Class Period/ PAGA Period. To protect Class Members' privacy rights, the data provided to Class Counsel shall provide control numbers in lieu of personally identifiable information; and the Administrator and Class Counsel must maintain the Class Data in confidence, use the Class Data only for purposes of this Settlement and for no other purpose, and restrict access to the Class Data to ~~Administrator~~ employees who need access to the Class Data to effect and perform under this Agreement. XYZ American has a continuing duty to immediately notify Class Counsel if it discovers that the Class Data omitted class member identifying information and to provide corrected or updated Class Data as soon as reasonably feasible. Without any extension of the deadline by which XYZ American must send the Class Data to the Administrator, the Parties and their counsel will expeditiously use best efforts, in good faith, to reconstruct or otherwise resolve any issues related to missing or omitted Class Data.
- 4.3 Funding of Gross Settlement Amount. XYZ American shall fully fund the Gross Settlement Amount, ~~and also fund the amounts necessary to fully pay XYZ's share of payroll taxes~~ by transmitting the funds to the Administrator no later than [14]ten (10) business days after the Effective Date.
- 4.4 Payments from the Gross Settlement Amount. Within [fourteen (14)] days after XYZ American funds the Gross Settlement Amount, the Administrator will mail checks for all Individual Class Payments, all Individual PAGA Payments, the LWDA PAGA Payment, the Administration Expenses Payment, the Class Counsel Fees

~~Administration Expenses Payment, the Class Counsel Fees~~ Payment, the Class Counsel Litigation Expenses Payment, and the Class Representative Service Payment. Disbursement of the Class Counsel Fees Payment, the Class Counsel Litigation Expenses Payment and the Class Representative Service Payment shall not precede disbursement of Individual Class Payments and Individual PAGA Payments.

4.4.1 The Administrator will issue checks for the Individual Class Payments and/or Individual PAGA Payments and send them to the Class Members via First Class U.S. Mail, postage prepaid. The face of each check shall prominently state the date (not less than 180 days after the date of mailing) when the check will be voided. The Administrator will cancel all checks not cashed by the void date. The Administrator will send checks for Individual Settlement Payments to all Participating Class Members (including those for whom Class Notice was returned undelivered). The Administrator will send checks for Individual PAGA Payments to all Aggrieved Employees including Non-Participating Class Members who qualify as Aggrieved Employees (including those for whom Class Notice was returned undelivered). The Administrator may send Participating Class Members a single check combining the Individual Class Payment and the Individual PAGA Payment. Before mailing any checks, the Settlement Administrator must update the recipients' mailing addresses using the National Change of Address Database.

4.4.2 The Administrator must conduct a Class Member Address Search for all other Class Members whose checks are returned undelivered without ~~United States Postal Service~~ ("USPS") forwarding address. Within ~~seven (7)~~ days of receiving a returned check the Administrator must re-mail checks to the USPS forwarding address provided or to an address ascertained through the Class Member Address

Search. The Administrator need not take further steps to deliver checks to Class Members whose re-mailed checks are returned as undelivered. The Administrator shall promptly send a replacement check to any Class Member whose original check was lost or misplaced, requested by the Class Member prior to the void date.

4.4.3 For any Class Member whose Individual Class Payment check or Individual PAGA Payment check is uncashed and cancelled after the void date, the Administrator shall transmit the funds represented by such checks ~~to the California Controller's Unclaimed Property Fund in the name of the Class Member thereby leaving no "unpaid residue" subject to the requirements of Code of Civil Procedure section 384, subdivision (b).]~~ for to Legal Aid at Work, a Court-approved nonprofit organization or foundation, subject to Court approval consistent with Code of Civil Procedure Section 384, subdivisionsubd. (b) ("Cy Pres Recipient") _____].

Said Class Members will still be bound by Paragraph 5.2 of this Settlement.
The Parties, Class Counsel and Defense Counsel represent that they have no interest or relationship, financial or otherwise, with the intended Cy Pres Recipient.

- 4.4.4 The payment of Individual Class Payments and Individual PAGA Payments shall not obligate XYZAmerican to confer any additional benefits or make any additional payments to Class Members (such as 401(k) contributions or bonuses) beyond those specified in this Agreement.

5. **RELEASES OF CLAIMS.** Effective on the date when XYZAmerican fully funds the entire Gross Settlement Amount ~~and funds all employer payroll taxes owed on the Wage Portion of the Individual Class Payments~~, Plaintiff, Class Members, and Class Counsel will release claims against all Released Parties as follows:

- 5.1 Plaintiff's Release. ~~Plaintiff and his, her, or their respective former and present spouses, representatives, agents, attorneys, heirs, administrators, successors and assigns generally, release and discharge Released Parties from all claims, transactions or occurrences [that occurred during the Class Period], including, but not limited to: (a) all claims that were, or reasonably could have been, alleged, based on the facts contained, in the Operative Complaint and (b) all PAGA claims that were, or reasonably could have been, alleged based on facts contained in the Operative Complaint, Plaintiff's PAGA Notice, [or ascertained during the Action and released under 5.2, below]. ("Plaintiff's Release.") Plaintiff's Release does not extend to Plaintiff's General Release. Plaintiff and his respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns generally, release, discharge, and covenant not to sue Released Parties with respect to and from any and all claims, charges of discrimination, demands, liens, agreements, contracts, covenants, actions, suits, causes of action, disputed wages, obligations, debts, expenses, attorneys' fees, damages, penalties, interest, judgments, orders and liabilities of whatever kind or nature in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, which he now owns or holds or he has at any time heretofore owned or held, arising out of or in any way connected with his employment, separation of employment, or any other relationship with, the Released Parties, or any other transactions, occurrences, acts or omissions or any loss, damage or injury whatever, known or unknown, suspected or unsuspected, resulting from any act or omission by or on the part of said Released Parties, or any of them, committed or omitted prior to August 16, 2024; provided, however, that claims under the Age Discrimination in Employment Act, as modified by the Older Workers Benefits Protection Act, are excluded (collectively, "Plaintiff's Claims"). Aside from the aforementioned limitation, the parties intend the Plaintiffs' release to be general and comprehensive in nature and to release all Plaintiff's Claims and~~

potential claims against the Released Parties to the maximum extent permitted at law. Plaintiff's Claims being released include specifically, by way of description, but not by way of limitation, any and all claims arising out of or in any way related to: (i) any interactions between Plaintiff and the Released Parties; (ii) Plaintiff's employment, separation of employment, contractual, and/or quasi-contractual relationship with the Released Parties; (iii) any allegations as to disputed wages, remuneration, and/or other compensation, due by operation of statute, ordinance, contract, or quasi-contract; (iv) any federal, state, or local law prohibiting discrimination or retaliation on the basis of age, race, color, ancestry, religion, disability, sex, national origin, or citizenship, including, without limitation, claims under Title VII, the California Fair Employment and Housing Act, the California Labor Code, the California IWC Orders, the Employee Retirement Income Security Act, and the Americans With Disabilities Act or any other similar statutes whatever the city, county, state, or country of enactment; (v) any claims under the Family and Medical Leave Act of 1993 and/or the California Family Rights Act; and (vi) any transactions, occurrences, acts, statements, disclosures, or omissions occurring prior to the date of the Court's order granting final approval. Expressly excluded from Plaintiff's Claims are any claims that are not able to be released or waived as a matter of law, any claims or actions to enforce this Agreement, or to any claims for vested benefits, unemployment benefits, disability benefits, social security benefits, workers' compensation benefits that arose at any time, or based on occurrences outside the Class Period. Plaintiff acknowledges that Plaintiff may discover facts or law different from, or in addition to, the facts or law that Plaintiff now knows or believes to be true but agrees, nonetheless, that Plaintiff's Release shall be and remain effective in all respects, notwithstanding such different or additional facts or Plaintiff's discovery of them.

~~5.1.1 — Plaintiff's Waiver of Rights Under Civil Code Section 1542. For purposes of Plaintiff's Release, Plaintiff expressly waives and relinquishes the provisions, rights, and benefits, if any, of section 1542 of the Civil Code, which reads:~~

~~A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release, and that if known by him or her would have materially affected his or her settlement with the debtor or Released Party.~~

5.2 Release by Participating Class Members Who Are ~~Not~~ Aggrieved Employees: All Participating Class Members who are also Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, release Released Parties from ~~(i)~~ all claims during the Class Period that were alleged, or reasonably could have been alleged, based on the ~~Class Period~~ facts stated in the Operative Complaint ~~[and ascertained in the course of the Action]~~ including, e.g., "(a) any and all

claims involving any alleged failure to provide complete and accurate wage statements. Additionally, all Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims during the PAGA Period for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Notice including, any and all claims involving any alleged failure to ~~pay minimum wage; etc.~~. Except as set forth in Section 5.3 of this Agreement, provide complete and accurate wage statements. Claims released include any and all claims for attorneys' fees, attorneys' costs/expenses, fines, penalties, interest, restitution, liquidated damages, punitive damages, declaratory relief, and/or injunctive relief allegedly due and owing by virtue of the claims released in the foregoing sentences, whether based on statutory, regulatory, or common law. Such Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers' compensation, or claims based on facts not stated in the Operative Complaint or facts occurring outside the Class Period.

5.3 Release by Non-Participating Class Members Who Are Aggrieved Employees: All Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims during the PAGA Period for PAGA penalties that were alleged, or reasonably could have been alleged, based on the ~~PAGA Period~~ facts stated in the ~~Operative Complaint[,] [and] the~~ PAGA Notice ~~[and ascertained in the course of the Action][including, e.g., "(a) any and all claims involving any alleged failure to~~ pay minimum~~provide complete and accurate wage; etc.] statements. Claims released include any and all claims for attorneys' fees, attorneys' costs/expenses, fines, or penalties arising from the PAGA claims in the Operative Complaint.~~

5.4 Limited Waiver of Rights Under California Civil Code Section 1542. All Participating Class Members and all Aggrieved Employees (including, without limitation, the Plaintiff) intend and/or are deemed to intend that this Agreement should be effective as a bar to any and all of the claims released by Paragraphs 5.1 (with regard to the Plaintiff only), 5.2, and 5.3. In furtherance of this intention, and without expanding the releases set out in Paragraphs 5.2 and 5.3, all Participating Class Members and all Aggrieved Employees expressly waive any and all rights or benefits conferred on them by the provisions of Section 1542 of the California Civil Code, with respect to the claims in 5.1 (with regard to the Plaintiff only), 5.2, and 5.3 **only**. Section 1542 provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER

FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

All Participating Class Members and all Aggrieved Employees will be advised through the settlement notice of the statutory language of Civil Code § 1542, and will assume all risks for the claims released hereunder, whether known or unknown, suspected or unsuspected. The Participating Class Members and all Aggrieved Employees are deemed to understand that, if any of the facts relating in any manner to the Lawsuit, or to the release and dismissal of claims as provided in this Agreement, are hereafter found to be other than or different from the facts now believed to be true, they have expressly accepted and assumed that risk and agree that this Agreement and the release of claims contained herein shall nevertheless remain effective. Provided, however, that the waiver contained in this Paragraph 5.4 is not intended to expand the nature of the claims released by Participating Class Members and Aggrieved Employees beyond the claims released by Paragraphs 5.2 and 5.3, but rather is intended only to ensure that the releases set out in Paragraph 5.2 and 5.3 are fully enforceable and is not impeded by Section 1542.

6. **MOTION FOR PRELIMINARY APPROVAL.** The Parties agree to jointly prepare and file a motion for preliminary approval (“Motion for Preliminary Approval”) that complies with the Court’s current checklist for Preliminary Approvals.

- 6.1 XYZ’sAmerican’s Declaration in Support of Preliminary Approval. Within fourteen (14) days of the full execution of this Agreement, XYZAmerican will prepare and deliver to Class Counsel a signed Declaration from XYZAmerican and Defense Counsel disclosing all facts relevant to any actual or potential conflicts of interest with the Administrator and Cy Pres Recipient: (if any). For the avoidance of doubt, it is understood and agreed that American’s or Defense Counsel’s use of the same Administrator in other litigation is not a conflict of interest. In their Declarations, Defense Counsel and XYZAmerican shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.
- 6.2 Plaintiff’s Responsibilities. Plaintiff will prepare and deliver to Defense Counsel all documents necessary for obtaining Preliminary Approval, including: (i) a draft of the notice, and memorandum in support, of the Motion for Preliminary Approval that includes an analysis of the Settlement under *Dunk/Kullar* and a request for approval of the PAGA Settlement under Labor Code Section 2699, subdivisionsubd. (f)(2-3)); (ii) a draft proposed Order Granting Preliminary Approval and Approval of PAGA Settlement; (iii) a draft proposed Class Notice; (iv) a signed declaration from the Administrator attaching its “not to exceed” bid for administering the Settlement and attesting to its willingness to serve; competency; operative procedures for protecting the security of Class Data; amounts of insurance coverage

for any data breach, defalcation of funds or other misfeasance; all facts relevant to any actual or potential conflicts of interest with Class Members ~~{and/or}~~ the proposed Cy Pres~~};~~ and the nature and extent of any financial relationship with Plaintiff, Class Counsel or Defense Counsel; (v) a signed declaration from Plaintiff confirming willingness and competency to serve and disclosing all facts relevant to any actual or potential conflicts of interest with Class Members, ~~{and/or}~~ the Administrator~~},~~ and/or the proposed Cy Pres~~};~~ ~~(vi);~~ (v) a signed declaration from ~~each~~ Class Counsel ~~firm~~ attesting to its competency to represent the Class Members; its timely transmission to the LWDA of all necessary PAGA documents (initial notice of violations (~~Lab.Labor~~ Code, ~~§ section~~ 2699.3, subd. (a)))~~);~~ Operative Complaint (~~Lab.Labor~~ Code, ~~§ section~~ 2699, subd. (l)(1)), this Agreement (~~Lab.Labor~~ Code, ~~§ section~~ 2699, subd. (l)(2)); ~~(vii);~~ a redlined version of the parties' Agreement showing all modifications made to the Model Agreement ready for filing with the Court; and ~~(viii);~~ all facts relevant to any actual or potential conflict of interest with Class Members, the Administrator and/or the Cy Pres Recipient. In their Declarations, Plaintiff and Class Counsel ~~Declaration~~ shall aver that they are not aware of any other pending matter or action asserting claims that will be extinguished or adversely affected by the Settlement.

6.3 Responsibilities of Counsel. Class Counsel and Defense Counsel are jointly responsible for expeditiously finalizing and filing the Motion for Preliminary Approval no later than ~~{thirty (30)}~~ days after the full execution of this Agreement; obtaining a prompt hearing date for the Motion for Preliminary Approval; and for appearing in Court to advocate in favor of the Motion for Preliminary Approval. Class Counsel is responsible for delivering the Court's Preliminary Approval to the Administrator.

6.4 Duty to Cooperate. If the Parties disagree on any aspect of the proposed Motion for Preliminary Approval and/or the supporting declarations and documents, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to resolve the disagreement. If the Court does not grant Preliminary Approval or conditions Preliminary Approval on any material change to this Agreement, Class Counsel and Defense Counsel will expeditiously work together on behalf of the Parties by meeting in person or by telephone, and in good faith, to modify the Agreement and otherwise satisfy the Court's concerns.

7. SETTLEMENT ADMINISTRATION.

7.1 Selection of Administrator. The Parties have jointly selected ILYM Group, Inc. ("ILYM") to serve as the Administrator and verified that, as a condition of appointment, ILYM agrees to be bound by this Agreement and to perform, as a fiduciary, all duties specified in this Agreement in exchange for payment of Administration Expenses. The Parties and their Counsel represent that they have no interest or relationship, financial or otherwise, with the Administrator other than

a professional relationship arising out of prior experiences administering settlements.

7.2 Employer Identification Number. The Administrator shall have and use its own Employer Identification Number for purposes of ~~calculating payroll tax withholdings and~~ providing reports to state and federal tax authorities.

7.3 Qualified Settlement Fund. The Administrator shall establish a settlement fund that meets the requirements of a Qualified Settlement Fund (“QSF”) under US Treasury Regulation section 468B-1.

7.4 Notice to Class Members.

~~7.4.1 No later than three (3) business days after receipt of the Class Data, the Administrator shall notify Class Counsel that the list has been received and state the number of Class Members, PAGA Members, Workweeks and Pay Periods in the Class Data.~~

7.4.1 Using best efforts to perform as soon as possible, and in no event later than ~~fourteen (14)~~ days after receiving the Class Data, the Administrator will send to all Class Members identified in the Class Data, via first-class United States Postal Service (“USPS”) mail and email, the Class Notice ~~[with Spanish translation, if applicable]~~ substantially in the form attached to this Agreement as Exhibit _____. A. The first page of the Class Notice shall prominently estimate the dollar amounts of any Individual Class Payment and/or Individual PAGA Payment payable to the Class Member, and the number of ~~Workweeks and PAGA active duty~~ Pay Periods ~~(if applicable)~~ used to calculate these amounts. Before mailing Class Notices, the Administrator shall update Class Member addresses using the National Change of Address database.

7.4.2 Not later than ~~three (3)~~ business days after the Administrator’s receipt of any Class Notice returned by the USPS as undelivered, the Administrator shall re-mail the Class Notice using any forwarding address provided by the USPS. If the USPS does not provide a forwarding address, the Administrator shall conduct a Class Member Address Search, and re-mail the Class Notice to the most current address obtained. The Administrator has no obligation to make further attempts to locate or send Class Notice to Class Members whose Class Notice is returned by the USPS a second time.

7.4.3 The deadlines for Class Members’ written objections, Challenges to ~~Workweeks and/or~~ Pay Periods, and Requests for Exclusion will be extended an additional ~~fourteen (14)~~ days beyond the ~~sixty (60)~~ days otherwise provided in the Class Notice for all Class Members whose notice

is re-mailed. The Administrator will inform the Class Member of the extended deadline with the re-mailed Class Notice.

- 7.4.4 If the Administrator, ~~XYZ~~American, or Class Counsel is contacted by or otherwise discovers any persons who believe they should have been included in the Class Data and should have received Class Notice, the Parties will expeditiously meet and confer in person or by telephone, and in good faith, in an effort to agree on whether to include them as Class Members. If the Parties agree, such persons will be Class Members entitled to the same rights as other Class Members, and the Administrator will send, via email or overnight delivery, a Class Notice requiring them to exercise options under this Agreement not later than ~~{14}~~ days after receipt of Class Notice, or the deadline dates in the Class Notice, which ever are later.

7.5 Requests for Exclusion (Opt-Outs).

- 7.5.1 Class Members who wish to exclude themselves (opt-out of) the Class Settlement must send the Administrator, by fax, email, or mail, a signed written Request for Exclusion not later than ~~{60}~~ days after the Administrator mails the Class Notice (plus an additional ~~{14}~~ days for Class Members whose Class Notice is re-mailed). A Request for Exclusion is a letter from a Class Member or his/her/~~their~~ representative that reasonably communicates the Class Member's election to be excluded from the Settlement and includes the Class Member's name, address and email address or telephone number. To be valid, a Request for Exclusion must be timely faxed, emailed, or postmarked by the Response Deadline.
- 7.5.2 The Administrator may not reject a Request for Exclusion as invalid because it fails to contain all the information specified in the Class Notice. The Administrator shall accept any Request for Exclusion as valid if the Administrator can reasonably ascertain the identity of the person as a Class Member and the Class Member's desire to be excluded. The Administrator's determination shall be final and not appealable or otherwise susceptible to challenge. If the Administrator has reason to question the authenticity of a Request for Exclusion, the Administrator may demand additional proof of the Class Member's identity. The Administrator's determination of authenticity shall be final and not appealable or otherwise susceptible to challenge.
- 7.5.3 Every Class Member who does not submit a timely and valid Request for Exclusion is deemed to be a Participating Class Member under this Agreement, entitled to all benefits and bound by all terms and conditions of the Settlement, including the Participating Class Members' Releases under Paragraphs 5.2, 5.3, and 5.34 of this Agreement, regardless of whether the

Participating Class Member actually receives the Class Notice or objects to the Settlement.

7.5.4 Every Class Member who submits a valid and timely Request for Exclusion is a Non-Participating Class Member and shall not receive an Individual Class Payment or have the right to object to the class action components of the Settlement. ~~Because future PAGA claims are subject to claim preclusion upon entry of the Judgment,~~ Non-Participating Class Members who are Aggrieved Employees are deemed to release the claims identified in Paragraph 5.3 of this Agreement and are eligible for an Individual PAGA Payment.

7.6 Challenges to Calculation of ~~Workweeks~~Pay Periods. Each Class Member shall have ~~{60}~~ days after the Administrator mails the Class Notice (plus an additional ~~{14}~~ days for Class Members whose Class Notice is re-mailed) to challenge the number of ~~Class Workweeks and PAGA~~ Pay Periods ~~(if any)~~ allocated to the Class Member in the Class Notice. The Class Member may challenge the allocation by communicating with the Administrator via fax, email or mail. The Administrator must encourage the challenging Class Member to submit supporting documentation. In the absence of any contrary documentation, the Administrator is entitled to presume that the ~~Workweeks~~Pay Periods contained in the Class Notice are correct so long as they are consistent with the Class Data. The Administrator's determination of each Class Member's allocation of ~~Workweeks and/or~~ Pay Periods shall be final and not appealable or otherwise susceptible to challenge. The Administrator shall promptly provide copies of all challenges to calculation of ~~Workweeks and/or~~ Pay Periods to Defense Counsel and Class Counsel and the Administrator's determination the challenges.

7.7 Objections to Settlement.

7.7.1 Only Participating Class Members may object to the class action components of the Settlement and/or this Agreement, including contesting the fairness of the Settlement, and/or amounts requested for the Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Class Representative Service Payment.

7.7.2 Participating Class Members may send written objections to the Administrator, by fax, email, or mail. In the alternative, Participating Class Members may appear in Court (or hire an attorney to appear in Court) to present ~~oral~~verbal objections at the Final Approval Hearing. A Participating Class Member who elects to send a written objection to the Administrator must do so not later than ~~{60}~~ days after the Administrator's mailing of the

Class Notice (plus an additional [14] days for Class Members whose Class Notice was re-mailed).

7.7.3 Non-Participating Class Members have no right to object to any of the class action components of the Settlement.

7.8 Administrator Duties. The Administrator has a duty to perform or observe all tasks to be performed or observed by the Administrator contained in this Agreement or otherwise.

7.8.1 Website, Email Address and Toll-Free Number. The Administrator will establish and maintain and use an internet website to post information of interest to Class Members including the date, time and location for the Final Approval Hearing and copies of the Settlement Agreement, Motion for Preliminary Approval, the Preliminary Approval, the Class Notice, the Motion for Final Approval, the Motion for Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and Class Representative Service Payment, the Final Approval and the Judgment. The Administrator will also maintain and monitor an email address and a toll-free telephone number to receive Class Member calls, faxes and emails.

7.8.2 Requests for Exclusion (Opt-outs) and Exclusion List. The Administrator will promptly review on a rolling basis Requests for Exclusion to ascertain their validity. Not later than [5] days after the expiration of the deadline for submitting Requests for Exclusion, the Administrator shall email a list to Class Counsel and Defense Counsel containing (a) the names and other identifying information of Class Members who have timely submitted valid Requests for Exclusion (“Exclusion List”); (b) the names and other identifying information of Class Members who have submitted invalid Requests for Exclusion; (c) copies of all Requests for Exclusion from Settlement submitted (whether valid or invalid).

7.8.3 Weekly Reports. The Administrator must, on a weekly basis, provide written reports to Class Counsel and Defense Counsel that, among other things, tally the number of: Class Notices mailed or re-mailed, Class Notices returned undelivered, Requests for Exclusion (whether valid or invalid) received, objections received, challenges to ~~Workweeks and/or~~ Pay Periods received and/or resolved, and checks mailed for Individual Class Payments and Individual PAGA Payments (“Weekly Report”). The Weekly Reports must include ~~provide~~ the Administrator’s assessment of the validity

of Requests for Exclusion and attach copies of all Requests for Exclusion and objections received.

- 7.8.4 ~~Workweek and/or Pay Period Challenges.~~ The Administrator has the authority to address and make final decisions consistent with the terms of this Agreement on all

Class Member challenges over the calculation of ~~Workweeks and/or Pay Periods.~~ The Administrator's decision shall be final and not appealable or otherwise susceptible to challenge.

- 7.8.5 Administrator's Declaration. Not later than ~~{14}~~ days before the date by which Plaintiff is required to file the Motion for Final Approval of the Settlement, the Administrator will provide to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its due diligence and compliance with all of its obligations under this Agreement, including, but not limited to, its mailing of Class Notice, the Class Notices returned as undelivered, the re-mailing of Class Notices, attempts to locate Class Members, the total number of Requests for Exclusion from Settlement it received (both valid or invalid), the number of written objections and attach the Exclusion List. The Administrator will supplement its declaration as needed or requested by the Parties and/or the Court. Class Counsel is responsible for filing the Administrator's declaration(s) in Court.

- 7.8.6 Final Report by Settlement Administrator. Within ~~{10}~~ days after the Administrator disburses all funds in the Gross Settlement Amount, the Administrator will provide Class Counsel and Defense Counsel with a final report detailing its disbursements by employee identification number only of all payments made under this Agreement. At least ~~{15}~~ days before any deadline set by the Court, the Administrator will prepare, and submit to Class Counsel and Defense Counsel, a signed declaration suitable for filing in Court attesting to its disbursement of all payments required under this Agreement. Class Counsel is responsible for filing the Administrator's declaration in Court.

- 7.8.7 Issuance of Payment. ~~The Administrator shall not disburse any funds from the Gross Settlement Amount unless and until the Effective Date occurs.~~

8. CLASS SIZE ESTIMATES ~~AND ESCALATOR CLAUSE~~.

- 8.1 Based on its records, ~~XYZ American~~ estimates that, ~~as of the date of this Settlement Agreement, (from January 1), 2024, to August 31, 2024,~~ there are

~~_____~~ approximately 1,782 Class Members/ Aggrieved Employees and
~~_____~~ Total Workweeks 25,350 total Pay Periods during the Class Period ~~and~~
(2)/ PAGA Period. Based on these records, the parties estimate that there ~~were~~
~~_____~~ are 1,559 Class Members/ Aggrieved Employees who were currently
employed as of August 16, 2024.

8.2 The Parties agree that Defendant will pay an additional sum, to be made part of the Gross Settlement Amount, calculated on a pro rata basis for any additional pay periods worked ~~_____~~ Pay Periods during the PAGA by Class Members from September 1, 2024 until Defendant implements a revised wage statement that includes actual duty hours worked by Class Members. At the time of mediation, the settlement amounted to a value of \$106.51 per Pay Period (\$2,700,000.00/25,350 Pay Periods). All additional pay periods after August 31, 2024 will be valued at \$106.51. Period.^{***}

8.3 ~~XYZ'S~~ For example, if three additional Pay Periods between August 31, 2024 and when Defendant implements a revised wage statement, and 1,559 Class Members remain current through those additional Pay Periods on active duty, the Gross Settlement Amount will increase based on the calculation: \$106.51/Pay Period * 3 Pay Periods * 1,559 Class Members = \$498,147.27.

8.4 Additional amounts added to the Gross Settlement Amount pursuant to this section will lead to increases in Individual Class Payments and the Class Counsel Fees (which will be calculated based on the final Gross Settlement Amount). Such additional amounts will not increase the Individual PAGA Payments, the LWDA PAGA Payment, Class Counsel Expenses, Class Representative Service Payment, or the Administrator's Expenses.

8.9. **AMERICAN'S RIGHT TO WITHDRAW.** If the number of valid Requests for Exclusion identified in the Exclusion List exceeds ~~_____~~ %5% of the total of all Class Members, ~~XYZ~~ measured on a Pay Period basis, American may, but is not obligated, elect to withdraw from the Settlement. The Parties agree that, if ~~XYZ~~ American withdraws, the Settlement shall be void ab initio, have no force or effect whatsoever, and that neither Party will have any further obligation to perform under this Agreement; provided, however, ~~XYZ~~ American will remain responsible for paying all Settlement Administration Expenses incurred to that point. ~~XYZ~~ American must notify Class Counsel and the Court of its election to withdraw not later than {seven} days after the Administrator sends the final Exclusion List to Defense Counsel; late elections will have no effect.

9.10. **MOTION FOR FINAL APPROVAL.** Not later than {16} court days before the calendared Final Approval Hearing, Plaintiff will file in Court, a motion for final approval of the Settlement that includes a request for approval of the PAGA settlement under Labor Code section 2699, ~~subdivisions~~ subd. (I), a Proposed Final Approval Order and a proposed Judgment (collectively "Motion for Final Approval"). Plaintiff shall provide drafts of these documents to Defense Counsel not later than {seven} calendar

days prior to filing the Motion for Final Approval. Class Counsel and Defense Counsel will expeditiously meet and confer in person or by telephone, and in good faith, to resolve any disagreements concerning the Motion for Final Approval.

9.410.1 Response to Objections. Each Party retains the right to respond to any objection raised by a Participating Class Member, including the right to file responsive documents in Court no later than ~~{five}~~ court days prior to the Final Approval Hearing, or as otherwise ordered or accepted by the Court.

9.210.2 Duty to Cooperate. If the Court does not grant Final Approval or conditions Final Approval on any material change to the Settlement (including, but not limited to, the scope of release to be granted by Class Members), the Parties will expeditiously work together in good faith to address the Court's concerns by revising the Agreement as necessary to obtain Final Approval. The Court's decision to award less than the amounts requested for the Class Representative Service Payment, Class Counsel Fees Payment, Class Counsel Litigation Expenses Payment and/or Administrator Expenses Payment shall not constitute a material modification to the Agreement within the meaning of this paragraph.

9.310.3 Continuing Jurisdiction of the Court. The Parties agree that, after entry of Judgment, the Court will retain jurisdiction over the Parties, Action, and the Settlement solely for purposes of (i) enforcing this Agreement and/or Judgment, ~~(ii) addressing settlement administration matters and (iii) addressing such post-Judgment matters as are permitted by law.~~ (ii) addressing settlement administration matters, and (iii) addressing such post-Judgment matters as are permitted by law.

9.410.4 Waiver of Right to Appeal. Provided the Judgment is consistent with the terms and conditions of this Agreement, specifically including the Class Counsel Fees Payment and Class Counsel Litigation Expenses Payment reflected set forth in this Settlement, the Parties, their respective counsel, and all Participating Class Members who did not object to the Settlement as provided in this Agreement, waive all rights to appeal from the Judgment, including all rights to post-judgment and appellate proceedings, the right to file motions to vacate judgment, motions for new trial, extraordinary writs, and appeals. The waiver of appeal does not include any waiver of the right to oppose such motions, writs or appeals. If an objector appeals the Judgment, the Parties' obligations to perform under this Agreement will be suspended until such time as the appeal is finally resolved and the Judgment becomes final, except as to matters that do not affect the amount of the Net Settlement Amount.

9.510.5 Appellate Court Orders to Vacate, Reverse, or Materially Modify Judgment. If the reviewing Court vacates, reverses, or modifies the Judgment in a manner that requires a material modification of this Agreement (including, but not limited to, the scope of release to be granted by Class Members), this Agreement shall be null

and void. The Parties shall nevertheless expeditiously work together in good faith to address the appellate court's concerns and to obtain Final Approval and entry of Judgment, sharing, on a 50-50 basis, any additional Administration Expenses reasonably incurred after remittitur. An appellate decision to vacate, reverse, or modify the Court's award of the Class Representative Service Payment or any payments to Class Counsel shall not constitute a material modification of the Judgment within the meaning of this paragraph, as long as the Gross Settlement Amount remains unchanged.

9.610.6 Court Approval of Reformatted Wage Statement. At the same time that Plaintiff applies to the Court for final approval of the Settlement, American may, at its sole election, request that the Court approve a form of wage statement for use with the Class. Class Counsel, the Class, and Plaintiff: take no position as to whether any such wage statement may comport with the requirements of California law; recognize and acknowledge Defendant, at its sole discretion, may make the business decision to use any wage statement it wishes; and shall not object to or approve of any such application. The Court's approval of the form of wage statement (to the extent one is presented) is not a condition for Final Approval to occur or Judgment to be entered.

10.11. AMENDED JUDGMENT. If any amended judgment is required under Code of Civil Procedure section 384, the Parties will work together in good faith to jointly submit and a proposed amended judgment.

11.12. ADDITIONAL PROVISIONS.

11.12.1 No Admission of Liability, Class Certification or Representative Manageability for Other Purposes. This Agreement represents a compromise and settlement of highly disputed claims. Nothing in this Agreement is intended or should be construed as an admission by XYZAmerican that any of the allegations in the Operative Complaint have merit or that XYZAmerican has any liability for any claims asserted; nor should it be intended or construed as an admission by Plaintiff that XYZ'sAmerican's defenses in the Action have merit. The Parties agree that class certification and representative treatment is for purposes of this Settlement only. If, for any reason the Court does grant Preliminary Approval, Final Approval or enter Judgment, XYZAmerican reserves the right to contest certification of any class for any reasons, and XYZAmerican reserves all available defenses to the claims in the Action, and Plaintiff reserves the right to move for class certification on any grounds available and to contest XYZ'sAmerican's defenses. The Settlement, this Agreement and Parties' willingness to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (except for proceedings to enforce or effectuate the Settlement and this Agreement).

11.212.2 Confidentiality Prior to Preliminary Approval. Plaintiff, Class Counsel, XYZAmerican and Defense Counsel separately agree that, until the Motion for Preliminary Approval of Settlement is filed, they and each of them will not disclose, disseminate and/or publicize, or cause or permit another person to disclose, disseminate or publicize, any of the terms of the Agreement directly or indirectly, specifically or generally, to any person, corporation, association, government agency, or other entity except: (1) to the Parties' attorneys, accountants, or spouses, all of whom will be instructed to keep this Agreement confidential; (2) counsel in a related matter; (3) to the extent necessary to report income to appropriate taxing authorities; (4) in response to a court order or subpoena; ~~or~~ (5) in response to an inquiry or subpoena issued by a state or federal government agency. Each Party agrees to immediately notify each other Party of any judicial or agency order, inquiry, or subpoena seeking such information. Plaintiff, Class Counsel, XYZAmerican and Defense Counsel separately agree not to, directly or indirectly, initiate any conversation or other communication, before the filing of the Motion for Preliminary Approval, any with third party regarding this Agreement or the matters giving rise to this Agreement except to respond only that "the matter was resolved," or words to that effect. This paragraph does not restrict Class Counsel's communications with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members. This paragraph does not restrict the Parties communications with potential settlement administrators.

11.312.3 No Solicitation. The Parties separately agree that they and their respective counsel and employees will not solicit any Class Member to opt out of or object to the Settlement, or appeal from the Judgment. Nothing in this paragraph shall be construed to restrict Class Counsel's ability to communicate with Class Members in accordance with Class Counsel's ethical obligations owed to Class Members.

11.412.4 Integrated Agreement. Upon execution by all Parties and their counsel, this Agreement together with its attached exhibits shall constitute the entire agreement between the Parties relating to the Settlement, superseding any and all oral representations, warranties, covenants, or inducements made to or by any Party.

11.512.5 Attorney Authorization. Class Counsel and Defense Counsel separately warrant and represent that they are authorized by Plaintiff and XYZAmerican, respectively, to take all appropriate action required or permitted to be taken by such Parties pursuant to this Agreement to effectuate its terms, and to execute any other documents reasonably required to effectuate the terms of this Agreement including any amendments to this Agreement.

11.612.6 Cooperation. The Parties and their counsel will cooperate with each other and use their best efforts, in good faith, to implement the Settlement by, among other things, modifying the Settlement Agreement, submitting supplemental evidence and supplementing points and authorities as requested by the Court. In the event the Parties are unable to agree upon the form or content of any document

necessary to implement the Settlement, or on any modification of the Agreement that may become necessary to implement the Settlement, the Parties will seek the assistance of a mediator and/or the Court for resolution.

11.712.7 No Prior Assignments. The Parties separately represent and warrant that they have not directly or indirectly assigned, transferred, encumbered, or purported to assign, transfer, or encumber to any person or entity and portion of any liability, claim, demand, action, cause of action, or right released and discharged by the Party in this Settlement.

11.812.8 No Tax Advice. Neither Plaintiff, Class Counsel, ~~XYZ~~American nor Defense Counsel are providing any advice regarding taxes or taxability, nor shall anything in this Settlement be relied upon as such within the meaning of United States Treasury Department Circular 230 (31 CFR Part 10, as amended) or otherwise.

11.912.9 Modification of Agreement. This Agreement, and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their representatives, and approved by the Court.

11.1012.10 Agreement Binding on Successors. This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.

11.1112.11 Applicable Law. All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the internal laws of the state of California, without regard to conflict of law principles.

11.1212.12 Cooperation in Drafting. The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.

11.1312.13 Confidentiality. To the extent permitted by law, all agreements made, and orders entered during Action and in this Agreement relating to the confidentiality of information shall survive the execution of this Agreement.

11.1412.14 Use and Return of Class Data. Information provided to Class Counsel pursuant to ~~Evidence~~Cal. Evid. Code ~~section-§~~ 1152, and all copies and summaries of the Class Data provided to Class Counsel by ~~XYZ~~American in connection with ~~the mediation, other~~ settlement negotiations, or in connection with the Settlement, may be used only with respect to this Settlement, and no other purpose, and may not be used in any way that violates any existing contractual agreement, statute, or ~~California Rules~~rule of court-rule. Not later than 90 days after the date when the Court discharges the Administrator's obligation to provide a Declaration confirming the final pay out of all Settlement funds, Plaintiff shall destroy, all paper and electronic versions of Class Data received ~~from XYZ~~in connection with the Settlement unless, prior to the Court's discharge of the Administrator's obligation,

~~XYZ~~American makes a written request to Class Counsel for the return, rather than the ~~destruction~~destructions, of Class Data.

~~11.15~~12.15 Headings. The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.

~~11.16~~12.16 Calendar Days. Unless otherwise noted, all reference to “days” in this Agreement shall be to calendar days. In the event any date or deadline set forth in this Agreement falls on a weekend or federal legal holiday, such date or deadline shall be on the first business day thereafter.

~~11.17~~12.17 Notice. All notices, demands or other communications between the Parties in connection with this Agreement will be in writing and deemed to have been duly given as of the third business day after mailing by United States mail, or the day sent by email or messenger, addressed as follows:

To Plaintiff:

Matthew C. Helland
helland@nka.com
Daniel S. Brome
dbrome@nka.com
Nichols Kaster, LLP
235 Montgomery St., Suite 810 San
Francisco, CA 94104

To ~~XYZ~~American:

Adam P. KohSweeney akohsweeney@omm.com
Kristin M. MacDonnell
kmacdonnell@omm.com
Molly Edgar
medgar@omm.com
O’Melveny & Myers LLP
Two Embarcadero Center,
28th Floor San Francisco, CA 94111-3823

~~11.18~~12.18 Execution in Counterparts. This Agreement may be executed in one or more counterparts by facsimile, electronically (i.e., ~~DocuSign~~ DocuSign), or email which for purposes of this Agreement shall be accepted as an original. All executed counterparts and each of them will be deemed to be one and the same instrument if counsel for the Parties will exchange between themselves signed counterparts. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

~~11.19~~12.19 Stay of Litigation. The Parties agree that upon the execution of this Agreement the litigation shall be stayed, except to effectuate the terms of this Agreement. The Parties further agree that upon the signing of this Agreement that pursuant to ~~Code of Civil Procedure~~CCP section 583.330 to extend the date to bring a case to trial under ~~Code of Civil Procedure~~CCP section 583.310 for the entire period of this settlement process.

IN WITNESS WHEREOF, the undersigned settling Parties and their duly authorized representatives of accept and agree to the terms of this Agreement and hereby execute it voluntarily and with a full understanding of its consequences.

Daniel Grentz Date
Named Plaintiff

Vicki Gillette Date
Managing Director / Associate General
Counsel -- Employment, for and on behalf of
American Airlines, Inc.

APPROVED AS TO CONTENT AND FORM:

Matthew C. Helland Date
Daniel S. Brome
Nichols Kaster, LLP

Adam P. KohSweeney Date
Kristin M. MacDonnell
O'Melveny & Myers LLP

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

Grentz v. American Airlines, Inc., Case No. 23STCV03941

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

You may be eligible to receive money from an employee class action lawsuit ("Action") against _____ (abbreviate name; "XYZ" is used herein as a placeholder) American Airlines, Inc. ("American") for alleged wage ~~and hour~~ statement violations. The Action was filed by a ~~n~~ ~~former~~ XYZ flight attendant employee _____ ("Plaintiff") and seeks payment of (1) ~~back wages [and other relief] penalties~~ for a class of ~~[e.g., hourly] employees~~ flight attendants who were based at a California airport ("Class Members") who worked for ~~XYZ~~ American during the Class Period _____ (January 1, 2024 to _____; June 30, 2025); and (2) penalties under the California Private Attorney General Act ("PAGA") for all ~~[e.g., hourly] employees~~ flight attendants who were based at a California airport ("Class Members") who worked for ~~XYZ~~ American during the PAGA Period (_____ (January 1, 2024 to _____) June 30, 2025) ("Aggrieved Employees").

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

Based on ~~XYZ's~~ American's records, and the Parties' current assumptions, **your Individual Class Payment is estimated to be \$ _____ (less withholding) \$ _____ and your Individual PAGA Payment is estimated to be \$ _____.** The actual amount you may receive likely will be different and will depend on a number of factors. ~~(If no amount is stated for your Individual PAGA Payment, then according to XYZ'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 ~~XYZ's~~ American's records showing that **you worked _____ workweeks _____ pay periods** during the Class-Period and **you worked _____ workweeks** during the PAGA Period. If you believe that you worked more ~~workweeks~~ ~~pay periods~~ during ~~either this~~ 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. 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 Plaintiff and Plaintiff's attorneys ("Class Counsel"). and will be asked by American to approve a new form of wage statement. The Court will also decide whether to enter a judgment that requires ~~XYZ~~ American to make payments under the Settlement and requires Class Members and

Aggrieved Employees to give up their rights to assert certain claims against ~~XYZ–American.~~

If you worked for ~~XYZ~~American during the Class Period and/or the PAGA Period, you have two basic options under the Settlement:

- (1) **Do Nothing.** You don't have to do anything to participate in the proposed Settlement and be eligible for an Individual Class Payment and/or an Individual PAGA Payment. As a Participating Class Member, though, you will give up your right to assert Class Period wage claims and PAGA Period penalty claims against ~~XYZ–American.~~
- (2) **Opt-Out of the Class Settlement.** You can exclude yourself from the Class Settlement (opt-out) – but not the PAGA Settlement – 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 ~~XYZ~~American, and, if you are an Aggrieved Employee, remain eligible for an Individual PAGA Payment. You cannot opt-out of the PAGA Settlement portion of the proposed Settlement— and will be bound by the PAGA Settlement.

~~XYZ~~

American 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 <u>fully</u> 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 American 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 _____	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. ~~XYZ–must pay~~ Individual PAGA Payments <u>will be made</u> 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 _____	All Class Members who do not opt-out (“Participating Class Members”) can object to any aspect of the proposed <u>Class</u> 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, but every dollar paid to Class Counsel and Plaintiff reduces the overall amount paid to Participating Class Members. You can object to the amounts requested by Class Counsel or Plaintiff if you think they are unreasonable. 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 _____. 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 Pay Periods Written Challenges Must be Submitted by _____	The amount of your Individual Class Payment and PAGA Payment (if any) depend on how many pay periods you worked at least one day during the Class/ PAGA Period <u>as a Flight Attendant</u> while based at a California airport. The number Pay Periods you worked according to American’s records is stated on the first page of this Notice. If you disagree with either of these numbers, you must challenge it by _____. See Section 4 of this Notice.

1. WHAT IS THE ACTION ABOUT?

Plaintiff is a[n] [former] XYZ employee, employed as a flight attendant at American. The Action accuses XYZAmerican of violating California labor laws by failing to pay [e.g., overtime wages, minimum wages, wages due upon termination and reimbursable expenses] and failing to provide [e.g., meal periods, rest breaks and accurate itemized wage statements]. Based on the same claims, Plaintiff has also asserted a claim for civil penalties under the California Private Attorneys General Act (Lab-Labor Code, § §§ 2698, et seq.) (“PAGA”). Plaintiff is represented by attorneys in the Action:

Matthew C. Helland

helland@nka.com

Daniel S. Brome

dbrome@nka.com

Nichols Kaster, LLP

235 Montgomery St., Suite 810

San Francisco, CA 94104

(415) 277-7235

("Class Counsel.")

~~XYZ~~

American strongly denies violating any laws or failing to pay any wages and contends it complied with all applicable laws. So far, the Court has made no determination whether American or Plaintiff is correct on the merits.

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

~~So far, the Court has made no determination whether XYZ or Plaintiff is correct on the merits.~~

~~In the meantime,~~ Plaintiff and ~~XYZ~~American hired ~~—~~☐ an experienced, neutral mediator —

~~☐ a retired judge ☐~~ _____

in an effort to resolve the Action by negotiating an ~~to~~ end to the case by agreement (settle the case) rather than continuing the expensive and time-consuming process of litigation. The negotiations were successful. By signing a lengthy written settlement agreement ("Agreement") and agreeing to jointly ask the Court to enter a judgment ending the Action and enforcing the Agreement, Plaintiff and ~~XYZ~~American 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, ~~XYZ~~American does not admit any violations or concede the merit of any claims.

Plaintiff and Class Counsel strongly believe the Settlement is a good deal for you because they believe that: (1) ~~XYZ~~American 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 Final Approval.

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

1. ~~XYZ~~American Will Pay \$ _____ \$[AMOUNT] as the Gross Settlement Amount (Gross Settlement). ~~XYZ~~American 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 ~~attorneys'~~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, ~~XYZ~~American will fund the Gross Settlement not more than ~~[14]~~10 days after the Judgment entered by the Court become 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.
2. 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:

- A. Up to \$ _____ [_____ \$ **AMOUNT** (27% of the Gross Settlement)] to Class Counsel for attorneys' fees and up to \$ _____ **\$15,000.00** for their litigation expenses. To date, Class Counsel have worked and incurred expenses on the Action without payment.
- B. Up to \$ _____ **\$10,000.00** as a Class Representative Award for filing the Action, working with Class Counsel and representing the Class. A Class Representative Award will be the only monies Plaintiff will receive other than Plaintiff's Individual Class Payment and any Individual PAGA Payment.
- C. Up to \$ _____ \$ _____ to the Administrator for services administering the Settlement.
- D. Up to \$ _____ **\$75,000.00** 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.

- 3. 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.~~ Pay Periods.
- 4. Taxes Owed on Payments to Class Members. ~~Plaintiff and XYZ are asking~~ Because the Court to approve an allocation of _____ % of Agreement covers claims for wage statement penalties, each Individual Class Payment ~~to taxable wages ("Wage Portion") and _____ % to [e.g., interest, etc.] ("Non-Wage Portion"). The Wage Portion is~~ counted as penalties rather than wages for tax purposes, and is not subject to withholdings and will be reported on IRS ~~W-2 Forms. [Option 1: (XYZ will separately pay employer payroll taxes it owes on the Wage Portion.)] 1099 Forms.~~ The Individual PAGA Payments are also counted as penalties rather than wages for tax purposes. ~~The Administrator, and will report the Individual PAGA Payments and the Non-Wage Portions of the Individual Class Payments be reported~~ on IRS 1099 Forms.

Although Plaintiff and ~~XYZ~~ American have agreed to ~~these allocation~~ this treatment, 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.

4. 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.~~

5. ☐ will irrevocably lost to you because they will be paid to a non-profit organization or foundation ("Cy Pres").

~~[If the monies represented by your check is sent to the Controller's Unclaimed Property, you should consult the rules of the Fund for instructions on how to retrieve your money.]—~~

6. Requests for Exclusion from the Class Settlement (Opt-Outs). You will be treated as a Participating Class Member, participating fully in the Class Settlement, unless you notify the Administrator in writing, not later than _____, **[date]** (sixty (60) days after the date this Notice was mailed), that you wish to opt-out. This deadline may be extended if you received a re-mailed notice. The easiest way to notify the Administrator is to send a written and signed Request for Exclusion by the _____ **[date]** Response Deadline. The Request for Exclusion should be a letter from a Class Member or his/her/~~their~~ representative setting forth a Class Member's 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 ~~XYZ.~~ American.

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 ~~XYZ~~ American based on the PAGA Period facts alleged in the Action.

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

8. Administrator. The Court has appointed a neutral company, _____ ILYM Group, Inc. (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~~ Pay Periods, mail and ~~re-mail~~ 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.

9. Release for Participating Class Members' Release. ~~Members who are also Aggrieved~~

Employees. After the Judgment is final and XYZAmerican has fully funded the Gross Settlement ~~[Option 1: (and separately paid all employer payroll taxes)]~~,² 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,² or be part of any other lawsuit against XYZAmerican or related entities for ~~wages based on the Class Period facts and PAGA-~~ penalties based on ~~PAGA Period~~the facts;² as alleged in the Action and resolved by this Settlement.

The Participating Class Members will be bound by the following release:

All Participating Class Members who are also Aggrieved Employees, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors,² and assigns, release Released Parties from ~~(i)~~ all claims during the Class Period that were alleged, or reasonably could have been alleged, based on the ~~Class Period~~ facts stated in the Operative Complaint ~~[and ascertained in the course of the Action]~~², including, ~~e.g., “(a) any and all claims involving any alleged failure to pay minimum provide complete and accurate wage; etc.]~~. ~~Except as set forth in Section 5.3 statements.~~ Additionally, all Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties from all claims during the PAGA Period for PAGA penalties that were alleged, or reasonably could have been alleged, based on the facts stated in the PAGA Notice including, any and all claims involving any alleged failure to provide complete and accurate wage statements. Claims released include any and all claims for attorneys’ fees, attorneys’ costs/expenses, fines, penalties, interest, restitution, liquidated damages, punitive damages, declaratory relief, and/or injunctive relief allegedly due and owing by virtue of the Settlement Agreement, claims released in the foregoing sentences, whether based on statutory, regulatory, or common law. Such Participating Class Members do not release any other claims, including claims for vested benefits, wrongful termination, violation of the Fair Employment and Housing Act, unemployment insurance, disability, social security, workers’ compensation, or claims based on facts not stated in the Operative Complaint or facts occurring outside the Class Period.^{vi}

10. Aggrieved Employees’ PAGA Release- for Aggrieved Employees who are Non-Participating Class Members. After the Court’s judgment is final, and XYZAmerican has paid the Gross Settlement ~~(and separately paid the employer-side payroll taxes)~~,² all Aggrieved Employees will be barred from asserting PAGA claims against XYZAmerican, 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,² or participate in any other PAGA claim against XYZAmerican or its related entities based on the PAGA Period facts alleged in the Action and resolved by this Settlement.

The Aggrieved Employees' Releases for Participating and Non-Participating Class Members are as follows:

All ~~Participating and~~ Non-Participating Class Members who are Aggrieved Employees are deemed to release, on behalf of themselves and their respective former and present representatives, agents, attorneys, heirs, administrators, successors, and assigns, the Released Parties, from all claims during the PAGA Period for PAGA penalties that were alleged, or reasonably could have been alleged, based on the ~~PAGA Period~~ facts stated in the ~~Operative Complaint[,] [and] the~~ PAGA Notice ~~[and ascertained in the course of the Action]]~~ including, e.g., (a) any and all claims involving any alleged failure to ~~pay minimum~~ provide complete and accurate wage; ~~etc.]- statements. Claims released include any and all claims for attorneys' fees, attorneys' costs/expenses, fines, or penalties arising from the PAGA claims in the Operative Complaint.~~

11. Participating Class Members who are Aggrieved Employees, as well as Non-Participating Class Members who are Aggrieved Employees, will also waive any protection of Civil Code § 1542 with regard to the releases in Paragraphs 3(9) and 3(10) above.

4. HOW WILL ~~THE ADMINISTRATOR CALCULATE~~ MY PAYMENT? ~~BE~~ CALCULATED?

1. Individual Class Payments. ~~The Administrator~~ Class Counsel will calculate Individual Class Payments by (a) dividing the Net Settlement Amount by the total number of ~~Workweeks~~ Pay Periods worked by all Participating Class Members, and (b) multiplying the result by the number of ~~Workweeks~~ Pay Periods worked by each individual Participating Class Member.
2. Individual PAGA Payments. ~~The Administrator~~ Class Counsel will calculate Individual PAGA Payments by (a) dividing \$ \$18,750.00 by the total number of PAGA Pay Periods worked by all Aggrieved Employees and (b) multiplying the result by the number of PAGA Period Pay Periods worked by each individual Aggrieved Employee.
3. Workweek/Pay Period Challenges. The number of ~~Class Workweeks you worked during the Class Period and the number of PAGA~~ Pay Periods you worked during the Class/ PAGA Period, as recorded in ~~XYZ's~~ American's records, are stated in the first page of this Notice. You have until [date] (sixty (60) days after the date this Notice was mailed) to challenge the number of ~~Workweeks and/or~~ Pay Periods credited to you. This deadline may be extended if you received a re-mailed notice. 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 ~~XYZ's~~ Class Counsel's calculation of ~~Workweeks and/or~~ Pay Periods based on ~~XYZ's~~ American'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 ~~XYZ's~~American's Counsel. The Administrator's decision is final. You can't appeal or otherwise challenge its final decision.

5. HOW WILL I GET PAID?

1. Participating Class Members. The Administrator will send, by U.S. mail, a single check to every Participating Class Member (i.e., every Class Member who doesn't opt-out) including those who also qualify as Aggrieved Employees. The single check will combine the Individual Class Payment and the Individual PAGA Payment.
2. 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 Class 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 Grentz v. American Airlines, 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] (sixty (60) days after the date this Notice was mailed), or it will be invalid. This deadline may be extended if you received a re-mailed notice.** 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 ~~XYZ~~American 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 (2) a Motion for Fees, Litigation Expenses and Service Award stating (i) the amount Class Counsel is requesting for attorneys' fees and litigation expenses; and (ii) the amount Plaintiff is requesting as a Class Representative Service Award. Upon reasonable request, Class Counsel (whose contact information is in Section 9 of this Notice) will send you copies of these documents at no cost to you. You can also view them on the Administrator's Website-

_____ or the Court's website _____.
(url) _____ or the Court's website _____ (url) _____.

A Participating Class Member who disagrees with any aspect of the Agreement, the Motion for Final Approval and/or Motion for Fees, Litigation Expenses and Service Award 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] (sixty (60) days after the date this Notice was mailed).** This deadline may be extended if you received a re-mailed notice. 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

_____ and include your name, current address, telephone number, and approximate dates of employment ~~for [XYZ]~~ 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 _____ at _____ (time) in Department ~~77~~17 of the Los Angeles Superior Court, located at 312 North Spring Street, Los Angeles, CA 90012. At the Hearing, the judge will decide whether to grant Final Approval of the Settlement and how much of the Gross Settlement will be paid to Class Counsel, Plaintiff, and the Administrator. The Court will invite comment from objectors, Class Counsel and Defense Counsel before making a decision. You can attend (or hire a lawyer to attend) either personally or virtually via LACourtConnect (<https://www.lacourt.org/lacc/>). ~~://www.lacourt.org/lacc/~~. Check the Court's website for the most current information.

It's possible the Court will reschedule the Final Approval Hearing. You should check the Administrator'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 ~~XYZ~~American and Plaintiff have promised to do under the proposed Settlement. The easiest way to read the Agreement, the Judgment or any other Settlement documents is to go to _____ the case website at _____. (url) _____. You can also telephone or send an email to Class Counsel or the Administrator using the contact information listed below, or consult the Superior Court website by going to (<http://www.lacourt.org/casesummary/ui/index.aspx>)

(<http://www.lacourt.org/casesummary/ui/index.aspx>) ~~[confirm]~~ and entering the Case Number

for the Action, Case No. -23STCV03941. You can also make an appointment to personally review court documents in the Clerk's Office at the Stanley Mosk Courthouse by calling (213) 830-0800.

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

Class Counsel:

~~Name of Attorney:-~~

~~Email Address:-~~

~~Name of Firm:-~~

~~Mailing Address:-~~

~~Telephone:-~~

Matthew C. Helland

helland@nka.com

Daniel S. Brome

dbrome@nka.com

Nichols Kaster, LLP

235 Montgomery St., Suite 810

San Francisco, CA 94104

(415) 277-7235

Settlement Administrator:

Name of Company:

Email Address:

Mailing Address:

Telephone:

Fax Number:

10. WHAT IF I LOSE MY SETTLEMENT CHECK?

If you lose or misplace your settlement check before cashing it, the Administrator will replace it as long as you request a replacement before the void date on the face of the original check. If your check is already void you will have no way to recover the money.

☐ ~~you should consult the Unclaimed Property Fund _____ for instructions on how to retrieve the funds-~~

☐ ~~you will have no way to recover the money.—~~

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.

~~ⁱThis Model Class Action and PAGA Settlement Agreement has been approved by the Court, the Complex litigation judges, and a 2022 Ad Hoc Wage and Hour Committee co-chaired by Judge David Cunningham and Judge Amy Hogue~~

and comprised of 16 attorneys who regularly represent plaintiffs and defendants in wage and hour case. It is written for settlements of single plaintiff wage and hour actions asserting class claims and PAGA claims against a single employer (XYZ). The parties will need to revise this form if there are multiple plaintiffs or multiple defendants. For settlements of wage and hour class actions that do not include PAGA claims, please use the Model Class Action Settlement Agreement and Class Notice. THE COURT ASKS ALL COUNSEL USING THIS MODEL AGREEMENT TO ATTACH A REDLINED VERSION TO THEIR MOTIONS FOR APPROVAL SO THAT THE COURT CAN EASILY SEE EXACTLY HOW THE PARTIES HAVE MODIFIED THIS MODEL AGREEMENT.—

ii

—Whether the “date of preliminary approval” yields a fair and adequate payment to Class Members may depend on whether the Class Members, in exchange for their releases of claims, receive consideration for time worked between the date when parties reached a settlement and the date of preliminary approval. The Parties’ *Kullar* analysis must give the Court sufficient information to allow the Court to determine whether the Gross Settlement Amount “represents a reasonable compromise, given the magnitude and apparent merit of the claims being released, discounted by the risks and expenses of attempting to establish and collect on those claims by pursuing the litigation.” (*Luckey v. Superior Court* (2014) 228 Cal.App.4th 81, 94–95, internal quotation marks omitted.)ⁱⁱⁱ See endnote ii above.^{iv} The Parties may need to tailor this language to pay periods or shifts depending on the facts of the case.—

^v—The Parties are free to negotiate a payment plan structure, if appropriate, and payment deadlines may fall earlier as necessary thereto.—

^{vi}—Note that this is not the only possible appropriate breakdown depending on the claims at issue in the case (e.g. a settlement that is solely a Labor Code section 226, subdivision (a) claim.)—

^{vii}—Insert negotiated terms, if any, addressing the possibility that XYZ’s estimates of class size, Workweeks or Pay Periods turn out to be understated such as an ADR clause imposing a duty to engage in good faith negotiations or mediation or an “escalator” clause memorializing XYZ’s promise to increase the Gross Settlement Amount in an agreed upon proportion to the percentage by which the calculated class size, Workweeks, or Pay Periods exceeds XYZ’s estimates.—

^{viii}—Releases in Notice should track the releases in the Settlement Agreement.—

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EXHIBIT C

LOS ANGELES SUPERIOR COURT, COMPLEX CIVIL DEPARTMENT

CHECKLIST FOR

PRELIMINARY APPROVAL OF CLASS ACTION SETTLEMENT

This checklist provides direction on what information and argument the court requires to grant a motion for preliminary approval of a class action settlement. All parties are urged to carefully review the checklist and fully comply with each item that applies to the case in order that the motion may be promptly ruled upon. The content of the motion should follow the same order as this checklist, as that is how the judge and research attorney review the motion.

I. MOVING PAPERS (Motion and Declarations)

All facts submitted for the court to consider must be provided in the form of a declaration or other admissible evidence. The court will not consider facts stated only in the motion.

A. Introductory Information

- ☐ Summary of the litigation, including identity of the parties, brief procedural history, claims asserted, and general factual basis for the claims.
 - Memorandum, pp. 1–4.

B. Dunk/Kullar Analysis

- ☐ Summary of the case, including the legal and factual basis for each claim. (*Kullar v. Foot Locker Retail, Inc.* (2008) 168 Cal.App.4th 116, 133 (*Kullar*); *Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 409.)
 - Memorandum, pp. 5–12.
- ☐ Summary of the investigation and discovery conducted, including the specific documents reviewed prior to agreeing to settle the case. (*Dunk v. Ford Motor Co.* (1996) 48 Cal.App.4th 1794, 1802, as modified Sept. 30, 1996 (*Dunk*). If counsel’s analysis was informed by a data sample, show that the sample is statistically reliable.
 - Memorandum, pp. 7, 10–11; Brome Declaration ¶¶ 5–6.
- ☐ Summary of settlement negotiations, including when the settlement was reached, and whether the parties were assisted by a mediator. (*Dunk, supra*, 48 Cal.App.4th at p. 1802.)
 - Memorandum, pp. 4, 7; Brome Declaration ¶¶ 6–7.
- ☐ A summary of the risks, expenses, complexity, and duration of further litigation if the settlement is not approved.
 - Memorandum, pp. 8–10; Brome Declaration ¶ 6.

- ☐ A summary of the risks of achieving and maintaining class action status.
 - Memorandum, p. 10.
- ☐ Specific information sufficient for the court to make an independent determination that the consideration being received for the release of class members' claims is reasonable in light of the strengths and weaknesses of the claims and the risks of the particular litigation. (*Kullar, supra*, 168 Cal.App.4th at 129.) This discussion should specify the maximum realistic recovery of each claim asserted in the operative complaint, defenses asserted by Defendant, and any other relevant factors justifying the amount offered in settlement. If the settlement is predicated on a payment plan or is predicated on defendant's financial situation, admissible evidence of Defendant's financial situation should be provided, including appropriate financial documents such as a balance sheet, statement of cash flows, profit and loss statement, and the like.
 - Memorandum, pp. 8–10; Brome Declaration ¶ 6.
- ☐ If approval of the settlement of class claims is requested together with approval of non-class claims (such as claims under the Labor Code's Private Attorney General Act (PAGA)) discuss why the amount allocated to the non-class claims is fair to those affected. See *Moniz v. Adecco USA, Inc.* (2021) 72 Cal.App.5th 56, 77 (*Moniz*).
 - Memorandum, pp. 11–12.

C. Class Certification

- ☐ Numerosity: Total number of members in the settlement class and number of members in each sub-class (if applicable).
 - Memorandum, p. 17; Agreement § 4.1.
- ☐ Ascertainability: The manner by which members of the class will be identified and when. (*Noel v. Thrifty Payless* (2019) 7 Cal.5th 955.)
 - Memorandum, p. 17.
- ☐ Community of Interest: Discuss specific facts showing that the proposed class representatives have claims or defenses typical of the class and can adequately represent the class. (*Linder v. Thrifty Oil Co.* (2000) 23 Cal.4th 429, 435.)
 - Memorandum, pp. 18–19.
- ☐ Adequacy:

Class Counsel: A summary of Class Counsels' experience and a listing of all prior cases in which each named Class Counsel has been approved by a court to act as lead or co-counsel. (See *Dunk, supra*, 48 Cal.App.4th at 1802.)

- Memorandum, pp. 18–19; Brome Declaration ¶¶ 9 – 12, Exh. D.

Class Representative(s); Provide evidence that each proposed class representative has agreed to act as same and understands his or her responsibilities. (See *Soderstedt v. CBIZ Southern California, LLC* (2011) 197 Cal.App.4th 133, 155-156; *Jones v. Farmers Ins. Exchange* (2013) 221 Cal.App.4th 986, 998-999.)

- Memorandum, pp. 18–19; Brome Declaration ¶¶ 14 – 15, Grentz Declaration ¶¶ 3-63

D. Claim Requirement (if applicable)

- ☐ If class members are required to submit a claim to receive compensation, explain why a claim form is necessary and either 1) provide an estimate of the anticipated claims rate or 2) provide an explanation why a claims rate cannot be provided.
 - None. Agt. §§ 1.28, 1.35.
- ☐ Provide a detailed explanation why a “claims made” settlement is appropriate.
 - N/A
- ☐ Indicate what actions class counsel will take to encourage claim submission.
 - N/A
- ☐ Explain why the claims process is not so burdensome that relief would be inaccessible to class members (if applicable).
 - N/A

E. Miscellaneous

- ☐ If appropriate, explain why the settlement includes terms that are outside the scope of the operative complaint. (*Trotsky v. Los Angeles Fed. Savings & Loan Assn.* (1975) 48 Cal.App.3d 134, 148.) If approval of settlement of a PAGA claim is requested provide a copy of Plaintiff’s notice letter to the LWDA.
 - Settlement covers same claims as operative complaint; PAGA letter submitted with Brome Declaration, Exhibit F.
- ☐ If notice will be given in English only, explain why this is sufficient.
 - All class members, as flight attendants, must be conversant in English.
- ☐ A statement of any affirmative obligations to be undertaken by the class member or class counsel and the reason for such obligations.
 - None.
- ☐ Provide information regarding any fee splitting agreement and whether the client has given written approval. (*Mark v. Spencer* (2008) 166 Cal.App.4th 219; Rules Prof. Conduct, rule 1.5.1; Cal. Rules of Court, rule 3.769.)
 - None.
- ☐ Any agreement that has injunctive relief against a class representative or absent class member generally is not appropriate in a class action case. Provide the authority and factual reasons why this case is an exception. See *Moniz, supra*, 72 Cal.App.5th at 84. (“[T]he preclusive effect of a prior judgment is determined by the court in which it is asserted, not the court that rendered it.” (*Fireside Bank Cases* (2010) 187 Cal.App.4th 1120, 1131 [115 Cal. Rptr. 3d 80].))
 - None.
- ☐ Explain why any proposed class representative enhancement is reasonable, including what the class representative did beyond the expected services of any class representative. (*Munoz v. BCI Coca-Cola Bottling Co. of Los Angeles* (2010) 186 Cal.App.4th 399, 412; *Radcliffe v. Experian Information Solutions Inc.* (9th Cir. 2013) 715 F.3d 1157, 1165.) In PAGA settlements explanation should be provided as to why an incentive award is appropriate.
 - Memorandum, pp. 14–15; Brome Declaration ¶¶ 14–15; Grentz Declaration ¶¶ 3–6.

II. SETTLEMENT AGREEMENT

The settlement agreement should address the following:

A. The Basics

☐ Class definition. If a PAGA representative action is settled with a proposed Class Settlement consider whether there should be separate definitions for Class Members and Aggrieved Employees.

- Same – see Agt. §§ 1.4, 1.5, 1.12, 1.30; Memorandum p. 12.

☐ Class and Release Period: If the class and release periods extend beyond the date of preliminary approval explain why this is appropriate.

- Release runs through June 30, 2025, Agt. §§ 1.12, 1.30, 5.2.

B. Release of Claims

☐ Scope: The scope of any release given by class members must be defined with precision and clarity. Any released claims not presented directly in the operative complaint should be based on the facts alleged in the operative complaint. (See *Amaro v. Anaheim Arena Mgmt.* (2021) 69 Cal. App. 5th 521, 537 and FN. 5; *Uribe v. Crown Building Maintenance Co.* 70 Cal. App. 5th 986, 1005.)

- Agt. §§ 5.2, 5.3.

☐ Class cases which include a PAGA claim should have a separate release for the PAGA claim tied to the facts alleged in the notice given to the LWDA. Id.

- Agt. §§ 5.2, 5.3.

☐ If PAGA and Class Settlement: The Release should provide an explanation that released claims include all PAGA claims that could have been premised on the facts alleged in the Plaintiff's Notice and aggrieved employees will release PAGA claims even if class members request exclusion from the class. See *Robinson v. Southern Counties Oil Co.* (2020) 53 Cal.App.5th 476.)

- Agt. §§ 5.2, 5.3.

☐ A Civil Code section 1542 waiver is generally not appropriate in a class action case as to the putative class members (if applicable). Provide the authority and factual reasons why this case is an exception. (*Israel-Curley v. California Fair Plan* (2005) 126 Cal.App.4th 123, 129; *Salehi v. Surfside III Condominium Owners' Assn.* (2011) 200 Cal.App.4th 1146, 1159–1161.)

- Agt. § 5.4; Memorandum, p. 5.

☐ Release Effective Date: Indicate the point in time at which the release will be deemed effective as to the absent class members. If the release will be effective before settlement funds are paid, explain why this is in the best interest of the class.

- Release is effective at funding – Agt. § 5.

☐ Class Data: If there are confidentiality provisions, explain why they are in the best interest of the Class and whether they will impede Class Counsel's ability to discharge fiduciary duties.

- Agt. § 4.2; Brome Declaration ¶ 22.

C. Monetary Terms of Settlement

☐ Settlement Amount: Indicate the amount of the gross settlement, how and when the settlement will be paid, and information regarding payment plan, if any. If a class claim is being settled with a PAGA claim the amounts allocated should be separated and paid only to the aggrieved employees.

- Agt. §§ 1.22, 3.1, 8.

☐ Deductions from the settlement fund: Indicate the amounts to be deducted from the gross settlement for attorneys' fees and costs, plaintiff incentive awards, administrative costs, PAGA payment and allocation of award to LWDA and the parties, and any other existing deductions.

- Agt. § 3.2.

☐ If there are subclasses, explain why the monetary distribution is fair to each subclass. Insure there is a class representative who fits the definition of each subclass.

- N/A.

☐ Information about how attorney fees will be calculated. The percentage method, with or without a lodestar cross-check, may be used in common fund cases. (*Laffitte v. Robert Half Internat., Inc.* (2016) 1 Cal.5th 480, 503.) In other cases, counsel should fully brief how the fees are calculated.

- 27% - Agt. § 3.2.2.

☐ If wages are involved, explain how Defendant's share of taxes will be paid.

- N/A – non-wage penalty payments. *See* Agt. § 3.2.4.1.

☐ Whether, and under what circumstances, amounts may revert to Defendant, and a justification for such reversion (if applicable). (*Cundiff v. Verizon California, Inc.* (2008) 167 Cal.App.4th 718, 728–729.)

- None – Agt. § 3.1.

☐ Payment Formula: Amount and manner of distribution of the compensation to each class member, including the estimated amount each class member will receive and the timeline on which payments will be issued.

- Agt. §§ 1.23, 1.24

☐ Tax allocation of settlement payments.

- Agt. § 3.2.4.1.

☐ Nature of injunctive relief (if any), and valuation of such relief.

- *See* Agt. §§ 8.2, 8.3.

D. Notice Administration

The following issues regarding notice administration should be addressed in the settlement agreement. A copy of the proposed notice must be attached to the settlement agreement as an exhibit.

☐ Indicate the administrator for the settlement and why the bid for administration is fair.

- ILYM Group, Inc. – Brome Declaration ¶ 8; Stonehouse Declaration.

- ☐ Provide the qualifications and experience of the Administrator, including evidence that the settlement administrator has procedures in place to protect the security of class data and adequate insurance in the event of a data breach or defalcation of funds.
 - Stonehouse Declaration.
- ☐ Indicate how/when the administrator will receive the class list.
 - Within 15 business days of preliminary approval – Agt. § 4.2.
- ☐ Indicate whether the list will be updated by the administrator prior to the initial mailing by use of National Change of Address Registry.
 - Yes – Agt. §§ 4.4.1., 7.4.1.
- ☐ Provide the deadline for the initial issuance of notice to class members.
 - Within 14 days of receiving data - Agt. § 7.4.1.
- ☐ Ensure the content of the notice complies with California Rules of Court, rule 3.766(d). In wage and hour cases the notice should indicate the specific amount the class member will receive, and how that amount was calculated. A separate breakdown for PAGA payments should be provided. The terms of the release(s) should be reflected in the Notice.
 - Notice, p. 1.
- ☐ Ensure the notice accurately reflects the Court’s current social distancing procedures for attendance at hearings and review of court files. (Counsel should check the Court website for most current information.)
 - N/A.
- ☐ Indicate how and when payments will be processed.
 - Within 14 days of funding - Agt. § 4.4.
- ☐ Indicate how notices returned to the administrator as undeliverable will be handled.
 - Agt. §§ 7.4.2, 7.4.3.
- ☐ Explain how re-mailed notices, if any, will be handled. Will class members who receive re-mailed notices be given an extended deadline to respond (i.e., opt-out, object, and dispute workweeks)?
 - Agt. §§ 7.4.2, 7.4.3.
- ☐ Explain how notice of any change of the date or location of the will hearing be given.
 - Administrator’s website - Notice, § 8.
- ☐ Indicate whether there will be a settlement website. If so, provide the URL.
 - Yes - Notice, §§ 7, 9.
- ☐ If publication notice will be given indicate the timing, locations, and manner by which publication notice will be disseminated.
 - N/A.
- ☐ Explain how notice of final judgment will be given to the class. (Cal. Rules of Court, rule 3.771(b)) (e.g. Posted on claims administrator’s website.)
 - Administrator’s website – Agt., § 7.8.1.

E. Responses to Notice

- ☐ Description of the procedures for submitting written objections, requests for exclusion, claim forms (if applicable) and disputes to estimated payments.
 - Notice §§ 6, 7; Agt. §§ 7.5, 7.6, 7.7.
- ☐ Indicate the deadline to submit objections, requests for exclusion, claim forms (if applicable), and/or disputes to workweeks. Confirm the deadline is reasonable and that class members who receive re-mailed notices will be given an extension.
 - Notice §§ 6, 7.
- ☐ The objection procedure the same as the opt-out procedure, with the only requirement being that objections be mailed to the settlement administrator and not filed with the court.
 - Notice §§ 6, 7.
- ☐ Do not include language indicating that class members may only be heard at final approval if they have complied with all objection procedures or that they must use specific language to request exclusion, or, if a specific procedure is sought explain why it is necessary. In general, the court will hear from any class member who attends the final approval hearing and asks to speak regarding his or her objection. accordingly.
 - Notice, § 7.

F. Cy Pres Distribution

- ☐ Indicate the length of time from issuance for which settlement checks will remain valid.
 - 180 days – Agt. § 4.4.1.
- ☐ Identify the fund to which uncashed checks will be directed and detail the steps that will be taken to ensure compliance with Code of Civil Procedure section 384. The Court's Omnibus Trailer Bill of 2018 replaced the language of the prior statutory distribution scheme under Code of Civil Procedure, section 384 with a requirement that the Court re-open judgments following the final distribution of funds to include the cy pres in the judgment and to include the unclaimed amount, plus an unspecified amount of interest. Such information should be actively contemplated/provided for within the current terms of the settlement.
 - *Cy pres* beneficiary Legal Aid at Work – Agt. § 4.4.3; Memorandum p. 16.
- ☐ Explain why any cy pres distribution fills the purposes of the lawsuit or is otherwise appropriate. (*State of California v. Levi Strauss & Co.* (1986) 41 Cal.3d 460, 472; *In re Microsoft I-V Cases* (2006) 135 Cal.App.4th 706, 722; *Nachshin v. AOL, Inc.* (9th Cir. 2011) 663 F.3d 1034, 1038–1041; *Dennis v. Kellogg Co.* (9th Cir. 2012) 697 F.3d 858, 865; Code Civ. Proc., § 384.)
 - Memorandum, p. 16.
- ☐ Provide declarations disclosing the interest or involvement (or lack thereof) by any counsel or party in the governance or work of the cy pres recipient.
 - Brome Declaration ¶ 21; Grentz Declaration ¶ 5.

G. Miscellaneous

- ☐ Assure the Settlement Agreement and Notice are consistent and that the Settlement Agreement has been signed by all parties and counsel. Carefully proofread both.
 - Brome Declaration, Exhibit A
- ☐ The Settlement Agreement and paperwork derivative thereof should not suggest that the end result of court approval will be dismissal of the Action with prejudice or entry of a Final Judgment and Order dismissing with prejudice all claims. See California Rules of Court, rule 3.769(h).
 - See Agt. §§ 1.18, 1.21, 1.25

III. EXHIBITS TO THE MOTION

- ☐ Provide proof of submission of the proposed settlement agreement to the LWDA. (Lab. Code, § 2699, subd. (1)(2).)
 - Will provide with motion for final approval
- ☐ Include a proposed Judgment, which should not include a dismissal or any findings not contained in the Final Approval Order. (Cal. Rules of Court, rule 3.769(h).)
 - Will provide with motion for final approval
- ☐ All exhibits should be bookmarked, as set forth in the Presiding Judge's First Amended General Order of May 3, 2019 re: Electronic Filing, available on the Court website.

Revision: February 2022

EXHIBIT D



Nichols Kaster, PLLP

Firm Resume

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Firm Overview

For more than forty-five years, Nichols Kaster has enjoyed a sterling reputation as a top employment and consumer plaintiffs' litigation firm. We have represented hundreds of thousands of employees and consumers nationwide on a variety of legal issues arising under both state and federal laws.

The Firm's National **Wage and Hour** team represents employees in class and collective actions seeking to recover unpaid wages in circumstances where employers misclassify workers or otherwise fail to compensate them for all hours worked, pursuant to minimum wage and overtime rates, or as required by contract. The Firm also represents groups of employees seeking to recover unpaid commissions and unlawfully pooled tips.

Nichols Kaster represents workers and consumers who have endured **discrimination** and who have had their **civil rights** violated on either an individual or class-wide basis. The Firm's employment group is also dedicated to assisting individual employees in Minnesota and surrounding states with a variety of legal needs, including addressing discrimination; harassment; retaliation; accommodation and leave issues; contract, severance, and non-compete disputes; as well as defending against licensure complaints.

The Firm also assists employees and retirement plan participants in protecting their **401(k) investments and other benefits**. Nichols Kaster challenges breaches of fiduciary duty relating to excessive fees, underperforming funds, imprudently managed accounts, and failure to properly pay benefits.

Consumer Representation

- Forced-Placed Insurance
- Credit Reporting
- Improper Background Checks
- Student Loans
- Predatory Lending
- Interest Overcharges and Misapplication of Loan Payments
- Billing Practices
- Deceptive Practices
- Debt Collection Violations

Employee Representation

- Wage & Hour Violations
- 401(k) and Benefit Breaches
- Qui Tam/False Claims
- Wage Fixing
- Equal Pay Violations
- Harassment
- Discrimination
- Retaliation
- Medical leave
- Failure to Accommodate
- Federal Railway Safety Act Violations
- Breach of Contract
- Severance
- Non-Compete Agreements
- Defamation

Nichols Kaster is dedicated to protecting consumer rights through its National **Consumer** Class Action team. Over the years, the Firm has represented consumers with a variety of violations, primarily on a class-wide basis. The Firm led the way in forced-placed flood and hazard litigation and with claims under the Fair Credit and Reporting Act.

Nichols Kaster also represents **whistleblowers and relators** who have "blown the whistle" on illegal activity. These cases involve the

reporting of possible government fraud, mishandling of toxic substances, violations of tax or securities laws, discrimination in education, failure to provide access to public facilities, and more. Nichols Kaster represents individuals who have brought claims on behalf of the government against entities who have defrauded the government under the False Claims Act (also known as “qui tam” lawsuits).

No matter the type of claim, Nichols Kaster helps everyday people seek redress against big corporations.

Accolades

The NATIONAL TRIAL LAWYERS AND ALM have named Nichols Kaster, PLLP the Employment Rights Law Firm of The Year. According to an ALM spokesperson,

[T]he lawyers and law firms selected this year from more than 250 submissions have demonstrated repeated success in cutting-edge work on behalf of plaintiffs over the last 15 months. They possess a solid track record of client wins over the past three to five years. The 2020 Elite Trial Lawyers finalists delivered results for clients across a wide range of cases with some of the most difficult sets of facts, very challenging circumstances, often filing uphill battles for years. Many were up against some of the most prominent defense firms on the globe... The winners stood out based on the uniqueness and importance of their cases as well as the results delivered for their clients.

The U.S. NEWS & WORLD REPORT has continued to name Nichols Kaster as a **Best Law Firm®** and honored individual lawyers at the Firm as **Best Lawyers®**, consecutively since 2012. LAW360 has listed Nichols Kaster as a top plaintiffs’ employment law firm, and MINNESOTA LAWYER has declared it one of Minnesota’s top 100 firms. In 2019, nine of Nichols Kaster’s attorneys were named as part of the 500 leading plaintiff employment lawyers on **Lawdragon.com**’s list of the nation’s best employment lawyers. In 2023, twelve of Nichols Kaster’s attorneys were named **Super Lawyers®** and four **Rising Stars** by SUPER LAWYERS MAGAZINE. Steve Smith and Matthew Frank were announced as the 2017 Minnesota Lawyers of the Year. On Martindale Hubbell, the firm has a 5 out of 5 peer rating.

Together the National Law Journal and LAW.COM named Nichols Kaster a top 50 firm for **Elite Trial Lawyers** “that are doing the most creative and substantial work on the plaintiffs side.” *Introducing America’s Elite Trial Lawyers*, THE NAT’L LAW J. (Sept. 8, 2014).

In 2009, Nichols Kaster was ranked as one of the top ten busiest FLSA firms in the country by Litigation Almanac 360, which conducted a study of over 500,000 federal cases and received input from more than 200 law firms. Nichols Kaster was the only plaintiffs’ firm in the top ten.

Judicial Recognition

Nichols Kaster provides employees and consumers with significant results, including substantial settlements, trial victories, and ground-breaking determinations on important legal questions. The Firm's attorneys fight hard for their clients, vigorously litigating complex actions against top national defense firms. Courts have recognized Nichols Kaster's successes and extensive experience and have appointed the Firm as lead or co-lead counsel on hundreds of **class and collective actions**. Below are just a few examples of this recognition.

"...Class Counsel is one of the relatively few firms in the country that has the experience and skills necessary to successfully litigate a complex ERISA action such as this."

The Honorable Judge Michael H. Watson

Karpik v. Huntington Bancshares Inc., No. 2:17-cv-1153 (S.D. Ohio, Feb. 18, 2021).

And it's not inappropriate to say, at this juncture, how deeply appreciative the Court is of the lawyering here, and I'm appreciative of the lawyering in two most important respects. One, there's been outstanding advocacy here. I have, um, wrestled with the matters in dispute, found them most challenging, and counsel has behaved throughout with both high ethics and zeal and true advocacy on the part of their clients, and I don't want that to go without saying I appreciate it. At the same time, and equally important, we sometimes lose track in advocacy of the desirability of resolving differences. You people have proved yourselves skilled negotiators willing to compromise, realistic, and the Court honors that as well.

The Honorable Judge William G. Young

Moitoso v. FMR, LLC, et al., No. 1:18-cv-12122-WGY (USDC MA., Jan. 12, 2021).

Class Counsel displayed skill and determination. It is unsurprising that only a few firms might invest the considerable resources to ERISA class actions such as this, which require considerable resources and hold uncertain potential for recovery.

The Honorable Judge Catherine C. Eagles

Sims v. BB&T Corp., No. 1:15-cv-841 (M.D.N.C., May 5, 2019).

[C]lass counsel achieved a strong result through skillful litigation and settlement negotiation. After filing a detailed complaint and amended complaint, working through a substantial discovery process, litigating a motion to dismiss, and undergoing mediation and settlement discussions, class counsel obtained a settlement of \$14 million and a mandatory request for proposal that will help ensure quality management of class members' 401(k) funds down the road. Regarding quality of representation, the litigation and settlement appear by all measures to be the work of skillful and experienced attorneys with significant expertise in the ERISA context.

The Honorable Judge Nathanael M. Cousins

Johnson v. Fujitsu Tech. & Bus. of Am., Inc., No. 5:16-cv-03698 (N.D. Cal., May 11, 2018).

The high quality of Nichols Kaster's representation strongly supports approval of the requested fees. The Court has previously commended counsel for their excellent lawyering. The point is worth reiterating here. Nichols Kaster was energetic, effective, and creative throughout this long litigation. The Court found Nichols Kaster's briefs and arguments first-rate. And the documents and deposition transcripts which the Court reviewed in the course of resolving motions revealed the firm's far-sighted and strategic approach to discovery . . . Further, unlike in many class actions, plaintiffs' counsel did not build their case by piggybacking on regulatory investigation or settlement . . . The lawyers at Nichols Kaster can genuinely claim to have been the authors of their clients' success.

The Honorable Judge Paul A. Engelmayer

Hart v. RCI Hospital Holdings, Inc., No. 09 Civ. 3043, 2015 WL 5577713 (S.D.N.Y. Sept. 22, 2015)

Claimant's counsel were not merely professional, but highly qualified and knowledgeable and were superb in gathering the evidence and set it forth so that an arbitrator would fully understand the import of each exhibit and the answer to each question in the face of equally qualified adversaries who had also shown themselves to be fully prepared. All counsel consistently interacted with co-counsel and opposing counsel in a professional manner recognizing the high level of everyone else's great competence and preparedness.

The Honorable Michael S. Jordan (Ret.) (Arbitrator)

Contreras v. Prime Comms Retail, LLC, AAA No. 01-22-0001-1326 (Jan. 30, 2024)

*I want to commend all of you for the **excellent work** that you did in conjunction with the special master and the court's technical advisor . . . I'm satisfied that this settlement is fair and reasonable given all the risk and expense of further litigation*

Honorable Judge Kathryn Vratil

Sibley v. Sprint Nextel Corp., No. 08-cv-2063 (D. Kan. Dec. 20, 2018)

*[T]he attorneys at Nichols Kaster, PLLP are qualified, experienced, and competent, as evidenced by their background in litigating class-action cases involving FCRA violations. . . . As noted above, Plaintiffs' attorneys are experienced and **skilled consumer class action litigators** who achieved a favorable result for the Settlement Classes.*

The Honorable Chief Judge Deborah Chasanow

Singleton v. Domino's Pizza, LLC, 976 F. Supp. 2d 665 (D. Md. 2013)

*[T]his case's early resolution can partly be attributed to **counsel's experience** representing thousands of employees in wage and hour cases for thirty years, particularly within the oil and gas industry.*

The Honorable Judge Dale Drozd

McCulloch v. Baker Hughes Inteq Drilling Fluids, Inc., No. 1:16-cv-00157 (E.D. Cal. Nov. 2, 2017)

*Plaintiffs retained counsel with **significant experience** in prosecuting force-placed insurance cases, and other courts in this district have appointed them class counsel in force-placed insurance cases . . . Counsel have **worked vigorously** to identify and investigate the claims in this case, and, as this litigation has revealed, understand the applicable law and have represented their clients vigorously and effectively.*

The Honorable Magistrate Judge Laurel Beeler

Ellsworth v. U.S. Bank, N.A., No. C 12-02506, 2014 WL 2734953 (N.D. Cal. June 13, 2014)

*Thank you for all of your good work here. I know that it was really **an extraordinarily complex case**, and so well done.*

The Honorable Judge Kathryn Vratil

Harlow v. Sprint Nextel Corp., No. 08-2222 (D. Kan. Dec. 10, 2018)

[Nichols Kaster has] considerable experience in litigating wage and hour class and collective actions.

The award . . . follows efficient effort on the part of Class Counsel to achieve a sizeable recovery for the Class Members.

The Honorable Magistrate Judge Katherine Menendez
Allen v. All Temporaries, Inc., No. 16:cv-04409 (D. Minn. Feb. 14, 2018)

[T]he quality of representation, as evidenced by the substantial recovery and the qualifications of the attorneys, is high. As then District Judge Gerard E. Lynch recognized, Nichols Kaster is “a reputable plaintiff-side employment litigation boutique with a nationwide practice and special expertise prosecuting FLSA cases.”

The Honorable Judge Sidney H. Stein
Febus v. Guardian 1st Funding Grp., LLC, 870 F. Supp. 2d 337 (S.D.N.Y. 2012)

Counsel provided zealous, proficient advocacy through more than four years of litigation.

The Honorable David T. Schultz
Rao v. St. Jude et al., No. 19-cv-923 (D. Minn. Dec. 27, 2023)

[T]his court finds that counsel possess more than sufficient experience to represent Plaintiffs fairly and adequately in reaching a fair and equitable settlement in this FLSA collective action . . . The parties are represented by competent and reputable counsel.

The Honorable Judge Tony N. Leung
Mayfield-Dillard v. Direct Home Health Care, No. 1:16-cv-3489 (D. Minn. Dec. 18, 2017)

I think it was just some very efficient and good work on the part of the plaintiffs’ attorney that brought you to the point [of settlement].”

The Honorable Judge Josephine L. Staton
Urakhchin v. Allianz Asset Mgm’t of Am., L.P., No. 8:15-cv-01614 (C.D. Cal. July 27, 2018)

Counsel’s experience in vigorously litigating class/collective wage and hour actions, plus their experience with this industry were essential in obtaining this favorable and efficient result.

The Honorable Magistrate Judge Jonathon E. Hawley
Woods v. Club Cabaret, Inc., 1:15-cv-01213, 2017 WL 4054523 (C.D. IL May, 17, 2017)

*The settlement was the result of arm's-length negotiations between experienced counsel. Class Counsel is **well known** by this Court for their expertise in wage and hour litigation.*

The Honorable Judge Michael J. Davis
Burch v. Qwest Commc'ns Intl., No. 06-03523 (D. Minn. Sept. 14, 2012)

I want to say that both sides here have performed at an admirable level. And I wish that the lawyers of all cases would perform at your level. I say this to both of you, because you have been of assistance to the Court.

The Honorable Judge William Alsup
Hofstetter v. Chase Home Fin., LLC, No. 10-01313 (N.D. Cal. Nov. 7, 2011) (transcript)

*The Court finds that counsel is **competent and capable** of exercising all responsibilities as Class Counsel for the Settlement Class.*

The Honorable Judge Richard H. Kyle
Bible v. Gen. Revenue Corp., 12-CV-1236 (D. Minn. Jan. 7, 2014)

*Over the past two years, Class Counsel has been active in all stages of litigation and has particularly benefitted Plaintiffs through **capable handling of motion practice**. For example, Plaintiffs obtained summary judgment on a key issue involving the Morillion doctrine and defeated summary judgment on Defendants' de minimis defense.*

The Honorable Judge Virginia A. Phillips
Cervantez v. Celestica Corp., No. 07-729, 2010 WL 11465133, *7 (C.D. Cal. Oct. 29, 2010)

*[T]he combined **experience** of Plaintiffs' counsel as well as the fact that employment law, particularly the representation of employees, forms a large part of both the firm and counsel's practice persuades this Court that the law firm of Nichols Kaster, PLLP, and its attorneys Steven Andrew Smith and Anna P. Prakash will more than adequately protect the interests of the Class Members.*

The Honorable Magistrate Judge Tony N. Leung
Fearn v. Blazin' Beier Ranch, Inc., No. 11-743 (D. Minn. Jan. 30, 2012)

*Plaintiffs have shown good cause under Rule 16(b) because Plaintiffs' new counsel has shown the necessary diligence. Plaintiffs brought on Nichols Kaster, an experienced employment law firm of **high repute** as lead counsel in May 2012. Since that time, Plaintiffs have made a concerted effort to comply with this Court's orders and deadlines.*

The Honorable Magistrate Judge Tony N. Leung
Alvarez v. Diversified Main. Sys., Inc., No. 11-3106 (D. Minn. Aug. 21, 2012)

*Plaintiffs' counsel are qualified, experienced attorneys that are fully capable of conducting this class action litigation . . . they are highly **qualified, knowledgeable attorneys** that are willing to invest the resources necessary to fully prosecute this case.*

The Honorable Judge Gary Larson

Karl v. Uptown Drink, LLC, No. 27-CV-10-1926 (Minn. Dist. Ct. Nov. 17, 2010)

*Plaintiffs' Counsel are **qualified attorneys** with extensive experience in class action and wage and hour litigation and are hereby appointed as Class Counsel.*

The Honorable Judge Susan Richard Nelson of the U.S.D.C. D. Minn.:

Alvarez v. Diversified Main. Sys., Inc., No. 11-3106 (D. Minn. Feb. 14, 2013) (appointing class counsel and preliminarily certifying the class for settlement purposes).

*However, the difficulty of the legal issues involved [and] the **skill and experience** of Plaintiffs' counsel in FLSA cases . . . make an enhancement of the lodestar amount appropriate in this case.*

The Honorable Judge Thomas D. Schroeder

Latham v. Branch Banking & Trust Co., No. 1:12-cv-00007, 2014 WL 464236 (M.D.N.C. Jan. 14, 2014)

The Court must consider the work counsel has done in identifying or investigating potential claims in the actions, counsels' experience in handling class actions and other complex litigation and claims of the type asserted in the present action, counsels' knowledge of the applicable law, and the resources counsel will commit to representing the class. Fed.R.Civ.P. 23(g)(1)(C). After reviewing the record, the Court is satisfied that the firms of Nichols Kaster, PLLP and Stueve Siegel Hanson LLP satisfy these criteria and will adequately represent the interests of the class as counsel.

The Honorable Judge Kathryn Vratil

Sibley v. Sprint Nextel Corp., 254 F.R.D. 662, 677 (D. Kan. 2008)

*The Arbitrator also notes that the briefs submitted by Claimant's counsel and the performance at the hearing by Claimant's counsel were of a **very high quality**.*

Arbitrator Joel Grossman, Esq.

Green v. CashCall, Inc., JAMS Arbitration No. 1200047225 (JAMS Aug. 22, 2014)

Plaintiffs' counsel are adequate legal representatives for the class. They have done work identifying and investigating potential claims, have handled class actions in the past,

know the applicable law, and have the resources necessary to represent the class. The class will be fairly and adequately represented.

The Honorable Judge Susan M. Robiner

Spar v. Cedar Towing & Auction, Inc., No. 27-CV-411-24993 (Minn. Dist. Ct. Oct. 16, 2012)

[Defendant] doesn't question whether Plaintiffs are represented by qualified and competent counsel, and it's obvious that they are. Plaintiffs' are represented by a national law firm, Nichols Kaster, that specializes in employment and class action law.

The Honorable Judge Larry Alan Burns

Norris-Wilson v. Delta-T Grp., Inc., 270 F.R.D. 596 (S.D. Cal. 2010)



Notable Litigation Results

| Settlement Results

In *Ray v. County of Los Angeles*, No. 2:17-cv-04239-PA-SKx (C.D.Cal. Aug. 9, 2024), the court granted final approval of a **\$7,325,000** settlement for In Home Supportive Services workers in Los

Angeles County who sought unpaid wages for the County's delayed implementation of FLSA regulations in 2015.

In *Bowlay-Williams v. Google*, No. 4:21-cv-9942 (N.D. Cal. Aug. 8, 2023), the court granted final approval of a settlement of **\$8,369,000** for workers who asserted that Google's failure to include the value of vested restricted stock units in their overtime rate of pay denied them overtime wages. The court recognized the skill and risk involved in pursuing the novel claim against a large corporation.

In *Sullivan et al. v. County of Ramsey*, No. 62-cv-21-651 (Minn. Dist. Ct., Aug. 9, 2022), the Ramsey County Board of Commissioners approved a **\$1.455 million** agreement to resolve discrimination claims brought by eight current and former correctional officers at the Ramsey County Adult Detention Facility. The correctional officers filed claims in February 2021 after they were segregated when former Minneapolis police officer Derek Chauvin was processed and held at the jail. The officers asserted claims of discrimination and hostile work environment based on their race and the color of their skin, as well as retaliation.

In *Moitoso v. FMR LLC*, 1:18-cv-12122 (D. Mass. Jan. 22, 2021), the court granted final approval of the parties' **\$28.5 million** settlement in a case where plaintiffs alleged the defendants breached their fiduciary duties in violation of the Employee Retirement Income Security Act ("ERISA").

In *Intravaia v. National Rural Electric Cooperative Ass'n.*, No. 1:19-cv-00973 (E.D. Va. Feb. 2, 2021), the court granted final approval of the parties' **\$10 million** settlement in a case where plaintiffs alleged the defendants breached their fiduciary duties in violation of ERISA.

In *Karpik v. Huntington Bancshares, Inc.*, 2:17-cv-1153 (S.D. Ohio Feb. 18, 2021), the court granted final approval of the parties' **\$10.5 million** settlement, resolving plaintiffs' claims against defendants under ERISA.

In *Bhatia v. McKinsey & Co., Inc.*, 1:19-cv-01466 (S.D.N.Y. Feb. 17, 2021), the court granted final approval of the parties' **\$39.5 million** settlement for a class of current and former participants in the McKinsey & Company, Inc. Profit-Sharing Retirement Plan and the McKinsey & Company, Inc. Money Purchase Pension Plan.

In *Reetz v. Lowe's Companies Inc.*, 5:18-cv-00075 (W.D.N.C. September 9, 2021), the court granted final approval of the **\$12.5 million** settlement with defendant Lowe's Companies, Inc. for a class of current and former participants in the Lowe's 401(k) Plan.

In *Baker v. John Hancock Life Insurance Co. (U.S.A.)*, 1:20-cv-10397 (D. Mass. Sept. 30, 2021), the court granted final approval of the parties' **\$14 million** settlement in a case where plaintiffs alleged the defendants breached their fiduciary duties in violation of ERISA.

In *Abdul-Ahad v. Associated Courier Inc. (d/b/a Street Fleet)* 20-cv-0607-HB (D. Minn, Feb. 26, 2020), the court granted final approval of the parties' **\$450,000.00** gross settlement, finding the

settlement to be fair, reasonable, and adequate and further awarding plaintiffs' counsel's attorneys' fees, expenses, and service awards to the named plaintiffs.

In *Bowers v. BB&T Corp.*, No. 1:15-cv-00732 (M.D.N.C. May 6, 2019), the court granted final approval of the parties' **\$24 million** settlement in a case where plaintiffs alleged the defendants breached their fiduciary duties in violation of ERISA.

In *Moreno v. Deutsche Bank Americas Holding Corp.*, 1:15-cv-09936 (S.D.N.Y. March 1, 2019), the court granted final approval of the parties' **\$21.9 million** settlement in a case where plaintiffs alleged the defendants breached their fiduciary duties in violation of ERISA.

In *Sibley v. Sprint Nextel Corp.*, No. 08-cv-2063 (D. Kan. Dec. 20, 2018), the court granted final approval of a commissions settlement for retail store sales employees totaling **\$30.5 million**.

In *Harlow v. Sprint Nextel Corp.*, No. 08-2222 (D. Kan. Dec. 10, 2018), the court granted final approval of a commissions settlement of **\$3,650,000** for business channel sales employees.

In *Urakhchin v. Allianz Asset Mgmt. of Am., L.P.*, 8:15-cv-01614 (C.D. Cal. July 30, 2018), the court granted final approval of the parties' **\$12 million** settlement in a case where plaintiffs allege the defendants breached their fiduciary duties in violation of ERISA.

In *Johnson v. Fujitsu Technology Business of America, Inc.*, No. 5:16-cv-03698 (N.D. Cal. May 11, 2018), the court granted final approval of the parties' **\$14 million** settlement, and approved a class of current and former participants in the Fujitsu Group Defined Contribution and 401(k) Plan

In *Vongkhamchanh v. All Temporaries Midwest, Inc.*, 17:cv-00976 (D. Minn. Apr. 27, 2018), the court approved a settlement for health care workers who would receive over **84% of their unpaid overtime wages**, explaining that the Firm's "considerable experience litigating wage and hour class and collective actions, and informed opinions of the fairness of the settlement" provided support for approval of the hybrid state and federal action.

In *Main v. American Airlines, Inc.*, 4:16-cv-00473 (N.D. Tex. Feb. 21, 2018), the court granted final approval of the parties' **\$22 million** settlement for a class of current and former participants in the American Airlines, Inc. 401(k) Plan.

In *Allen v. All Temporaries, Inc.*, No. 16:cv-04409 (D. Minn. Feb. 14, 2018), the court granted final approval of a Rule 23 class action and FLSA collective action for settlement of home health workers' overtime claims. The court noted that "Class Members will recover over **99% of their unpaid overtime wages** after the deduction for attorneys' fees, costs, and a class-representative service payment."

In *Mayfield-Dillard v. Direct Home Health Care.*, No. 1:16-cv-3489 (D. Minn. Dec. 18, 2017) the court approved the parties' joint motion for settlement approval finding that the settlement was a **substantial benefit** to the collective as the eligible individuals who accept the settlement will receive all

their alleged overtime wage loss. The court found that “counsel possess more than sufficient experience to represent Plaintiffs fairly and adequately in reaching a fair and equitable settlement in this FLSA collective action” and that “[t]he parties are represented by competent and reputable counsel.”

In *McCulloch v. Baker Hughes Inteq Drilling Fluids, Inc.*, No. 1:16-cv-00157 (E.D. CA, Nov. 22, 2017), the court approved the settlement finding that **\$3,000,000** was fair and reasonable and reflected a settlement payoff of **92%** of the estimated potential value of the class members’ claims. The judge commended Nichols Kaster stating, “[T]his case’s early resolution can partly be attributed to counsel’s experience representing thousands of employees in wage and hour cases for thirty years, particularly within the oil and gas industry.”

In *Henderson v. 1400 Northside Drive, Inc.*, No. 1:13-cv-03767 (N.D. Ga. Mar. 17, 2017), the Firm achieved a **\$1,360,000** settlement on the eve of trial on behalf of 37 male exotic dancers who were misclassified as independent contractors and required to pay to work through the imposition of mandatory house fees, fines, and tip-outs of other workers.

In *Vaughan v. M-Entermt Props., LLC*, No. 1:14-CV-914 (N.D. Ga. May 16, 2017), the court approved a **\$1,100,000** settlement a week before trial for 28 female exotic dancers who the Court previously found were misclassified as independent contractors and were required to pay to work through fines, fees, and tip-outs to other workers.

In *Febus v. Guardian First Funding Group, LLC*, 90 F. Supp. 3d 240 (S.D.N.Y. Mar. 4, 2015), plaintiffs brought a motion to enforce a wage and hour settlement from which one of the individual defendants defaulted. The court ordered the defendant pay the amount due, imposed an additional thirty percent penalty on the amount due, and awarded interest. The court noted that Nichols Kaster had been “attempting, in vain, to collect,” and emphasized that defendant “cannot avoid his contractual obligations because he has decided that the settlement terms no longer suit his interests.”

In *Hart v. Rick’s Cabaret Int’l, Inc.*, No. 09 Civ. 3043, 2015 WL 5577713 (S.D.N.Y. Sept. 22, 2015), the court granted final approval of a class-wide **\$15,000,000** gross settlement, finding the settlement to be fair, reasonable, and adequate and further awarding plaintiffs’ counsel’s attorneys’ fees, expenses, and service awards to the named plaintiffs and discovery participants.

In the consolidated lawsuits of *Casey v. Citibank, N.A.*, No. 5:12-cv-0820 (N.D.N.Y. Aug. 21, 2014) and *Coonan v. Citibank, N.A.*, No. 1:13-cv-00353, 2014 WL 4120599 (N.D.N.Y. Aug. 21, 2014), the court granted final approval of an approximately **\$110,000,000** settlement on behalf of settlement classes who were force-placed with flood or hazard insurance by Citibank, N.A. The settlement also provides substantial injunctive relief, forbidding Citibank and its affiliates from accepting commissions or any other form of compensation in connection with force-placed insurance for a period of six years, places limits on the amount of insurance coverage that Citibank may require borrowers to maintain, and requires Citibank to offer class members the opportunity to reduce their flood insurance coverage if Citibank had increased their coverage amount to an amount in excess of the amount required under

federal law. The court found the settlement to be “fair, reasonable, and adequate, in the best interests of the Settlement Classes” and overruled nine objections.

In *Bible v. General Revenue Corp.*, No. 12-cv-01236 RHK (D. Minn. June 27, 2014), the court granted final approval of a **\$1,250,000** settlement on behalf of approximately 134,000 class members, more than double the statutory cap for a Fair Debt Collection Practices Act class action.

In *Farmer v. Bank of America, N.A.*, No. 5:11-cv-00935 (W.D. Tex. Oct. 18, 2013), the court granted final approval of the parties’ multi-million-dollar settlement with significant prospective injunctive relief, finally certifying a class of 25,000 Texas mortgagors who had been sent letters requesting proof of hazard insurance in violation of the language of their deeds of trust, and appointing Nichols Kaster as class counsel.

In *Singleton v. Domino’s Pizza, LLC*, No. 8:11-cv-01823 (D. Md. Oct. 2, 2013), the court approved the parties’ **\$2,500,000** million settlement for a class of over 50,000 under the Fair Credit Reporting Act in a case where plaintiffs alleged that the defendant employer had improperly procured consumer reports on employees and applicants and had failed to comply with the pre-adverse action notice requirements of the Act.

In *Ulbrich v. GMAC Mortgage*, No. 11-CIV-62424, 2013 WL 8692404 (S.D. Fla. May 10, 2013), the court granted final settlement approval and appointed Nichols Kaster as class counsel for a 2,000+ nationwide class. The case involved claims against GMAC Mortgage, LLC and Balboa Insurance Services, Inc. relating to force-placed wind insurance.

In *Eldredge v. City of Saint Paul*, No. 09-2018 (D. Minn. Aug. 29, 2011), plaintiff Eldredge reached a settlement of his case that was the **second largest paid** by the City of Saint Paul in an employment lawsuit.

In *Hofstetter v. JPMorgan Chase Bank, N.A.*, No. C- 10-01313, 2011 WL 1225900 (N.D. Cal. Mar. 31, 2011), Nichols Kaster was appointed class counsel for four classes encompassing approximately 40,000 mortgagors against Chase Bank. In the same case, Nichols Kaster secured an approximately **\$10,000,000** settlement for the classes. *Hofstetter*, 2011 WL 5545912 (N.D. Cal. Nov. 14, 2011).

| Appellate Achievements

In *Taylor v. Tesla, Inc.*, 104 Cal.App.5th 75 (2024), the Court of Appeal affirmed the trial court’s denial of defendant’s anti-SLAPP motion. The court held that the existence of a class action challenging race harassment at the defendant’s factory did not justify the defendant’s refusal to respond to California Labor Code requests for personnel files under California’s anti-SLAPP statute. The court held: “Faced with many requests for information that had nothing to do with the allegations in [the class action], Tesla made no effort to produce anything. This suggests it viewed the [class action] as a convenient excuse to relieve itself of the burden of meeting statutory obligations that were independent of its . . . defense [in the class action].”

In *Oman v. Delta Air Lines, Inc.*, 2021 WL 351960 (9th Cir. Feb. 2, 2021) and the companion case *Ward v. United Airlines, Inc.*, 2021 WL 345578 (9th Cir. Feb. 2, 2021), the Ninth Circuit held that California's wage statement and pay timing requirements apply to flight attendants who are based at California airports, rejecting the airlines' argument that compliance with these state laws would impermissibly burden interstate commerce. This ruling followed a decision from the California Supreme Court on certified questions, which held that California's wage statement and pay timing statutes apply to interstate employees who work less than 50% of their time in any one state if the employee's base of operations is in California. *See Oman v. Delta Air Lines, Inc.*, 9 Cal. 5th 762 (2020); *Ward v. United Airlines, Inc.*, 9 Cal. 5th 732 (2020).

In *Brotherston v. Putnam Investments, LLC*, 907 F.3d 17 (1st Cir. 2018), the First Circuit reversed the district court's grant of defendants' directed verdict motion, holding that plaintiffs had met their burden of proving loss causation, and that plaintiffs' damages model constituted a viable measurement of the losses suffered by Putnam's employees as a result of defendants' fiduciary breaches. The defendant filed a writ of certiorari to the U.S. Supreme Court, and in *Putnam Investments, LLC v. Brotherston*, No. 18-926, 2020 WL 129535 (U.S. Jan. 13, 2020), the Supreme Court denied defendants' petition. The case is remanded to the district court for continued trial proceedings under the First Circuit's holding that the burden to prove causation is on defendants and plaintiffs presented sufficient evidence of losses to the plan as a result of defendants' mismanagement.

In *Ray v. County of Los Angeles*, 935 F.3d 703 (9th Cir. 2019), the Ninth Circuit ruled for the plaintiffs on two distinct issues. First, the Court upheld the District Court's ruling that the County of Los Angeles was not entitled to Sovereign Immunity as an arm of the state for its role in implementing the In-Home Supportive Services program for homecare workers in Los Angeles County. In so holding, the Court declined to overturn long-standing Ninth Circuit precedent outlining the "arm of the state" doctrine, and it determined that, under the existing five-factor test, four of the factors weighed against immunity for the County. In the second part of its ruling, the Court reversed the District Court's holding regarding the effective date of Department of Labor regulations governing homecare workers employed by third parties, holding that the regulations at issue were effective January 1, 2015, despite industry challenges to the regulations that were successful at the district court level but ultimately unsuccessful on appeal.

In *Wingate v. Metropolitan Airport Commission* A19-0226 (August 19, 2019), Wingate appealed the district court's summary judgment finding in favor of Metropolitan Airport Commission (MAC) dismissing the whistleblower claim. The court of appeals reversed the district court's decision ruling the evidence presented by Wingate including his positive performance reviews, his supervisor's remarks, MAC's promotion patterns, and a sergeant's similar report of retaliatory conduct support an inference that Wingate's engagement in protective activity was the true reason that MAC did not promote him to sergeant, thus raising a material fact dispute on the issue of pretext.

In *Moore v. City of New Brighton*, A18-2111, (July 29, 2019), the parties filed cross appeals where Moore appealed the district court's summary judgment decision and the city appealed the district court and the Court of Appeals subject-matter jurisdiction over the case. In a published decision, the

Minnesota Court of Appeals reversed the district court's summary judgment decision, finding that the evidence showing the city maintained the administrative, home-bound leave for a period so long and so inconsistent with its purported reason for commencing the leave creates a material fact dispute as to whether the city's actions "penalized" the sergeant under the Minnesota Whistleblower Act and whether the city's reason is pretextual. Further, both the district court and the court of appeals rejected the city's jurisdictional argument and held that both courts have subject-matter jurisdiction over Moore's claim under the Minnesota Whistleblower Act.

Frost v. BNSF Railway, Co., 914 F.3d 1189 (9th Cir. 2019), was tried to a jury in Montana in December 2016. Mr. Frost alleged that he was retaliated against when BNSF terminated his employment after he reported suffering from PTSD. Mr. Frost was diagnosed with PTSD after he was nearly struck by an oncoming train while repairing a section of the track after his supervisor released track authority but failed to inform him and his fellow crew members. Pursuant to the Defendant's request, the jury was provided an honest belief instruction and a defense verdict resulted. Mr. Frost appealed, arguing that the instruction was error because it conflicted with the clear language of the Federal Railway Safety Act ("FRSA") and granted the jury a short-cut to rule for BNSF while ignoring evidence of retaliation. The Ninth Circuit agreed. In a unanimous decision, the Ninth Circuit definitively held there was no requirement that FRSA plaintiffs separately prove discriminatory intent under the FRSA's contributing factor standard, and thus the instruction was error. The Ninth Circuit reversed the trial verdict and remanded for a new trial.

In *McKeen-Chaplin v. Provident Savings Bank, FSB*, 862 F.3d 847 (9th Cir. 2017), the Ninth Circuit reversed the district court's grant of summary judgment to the defendant, finding that the defendant's mortgage underwriters did not fit within the administrative exemption to the Fair Labor Standards Act and remanding for judgment in the plaintiffs' favor on the issue.

In *Clark v. Centene Co. of Texas, L.P.*, 656 F. App'x 688 (5th Cir. 2016) (per curiam), the U.S. Court of Appeals for the Fifth Circuit affirmed a lower court decision that appeals nurses do not fall within the administrative or professional exemptions of the FLSA overtime requirements.

In *Carter v. HealthPort Technologies, LLC*, 822 F.3d 47 (2d Cir. 2016), the U.S. Court of Appeals for the Second Circuit vacated and remanded the district court's dismissal of plaintiff's complaint, finding that plaintiff's had Article III standing to bring this action regarding the excessive fees for providing copies of plaintiffs' medical records charged by defendants, and stating that "because the complaint alleged that each name plaintiff "through [her or his] counsel" had "paid" the charges demanded for the records, and that the "ultimate expense" was borne by the plaintiffs, the complaint plausibly alleged that plaintiffs, as principals acting through their agents, had been injured by the alleged overcharges."

In *Monroe v. FTS USA, LLC*, 815 F.3d 1000 (6th Cir. 2016), the U.S. Court of Appeals for the Sixth Circuit upheld the lower court's denial of defendant's motion to decertify the collective and affirmed the trial verdict in favor of plaintiffs. The Sixth Circuit ruled that Plaintiff's presentation of representative testimony was appropriate at trial for proving liability for the collective and estimated average approach to calculating damages.

In *Bible v. United Student Aid Funds, Inc.*, 799 F.3d 633 (7th Cir. 2015), *reh'g. en banc denied*, 807 F.3d 839 (7th Cir. 2015), *cert. denied*, 136 S. Ct. 1607 (2016), the U.S. Court of Appeals for the Seventh Circuit reversed the district court's dismissal of plaintiff's complaint against a student loan guarantor for wrongfully charging collection fees on a defaulted student loan, finding that plaintiff's claims for breach of contract and for violations of the RICO Act were not preempted by the Higher Education Act, and stating that "a guaranty agency may not impose collection costs on a borrower who is in default for the first time but who has timely entered into and complied with an alternative repayment agreement."

In *Perez v. Mortgage Bankers Assoc.*, 135 S. Ct. 1199 (2015), the United States Supreme Court ruled unanimously in favor of a group of employees represented by Nichols Kaster. The Court upheld a Department of Labor interpretation granting minimum wage and overtime compensation for mortgage loan officers.

In *Karl v. Uptown Drink, LLC*, 835 N.W.2d 14 (Minn. Aug. 14, 2013), the Minnesota Supreme Court ruled that under Minnesota law, employers cannot require employees to reimburse them from their tips for items such as cash register shortages, unsigned credit card receipts, and customer walk outs. The Court also found that employees do not have to show that because of the deductions their wages fell below the minimum wage in order to prove a violation of Minn. Stat. § 181.79. In this case, the plaintiffs were over 750 employees who worked at three different bars/night clubs in Minneapolis. At a jury trial in 2011, the plaintiffs prevailed on their record-keeping and certain minimum wage claims, but lost on the unlawful deductions claims. Nichols Kaster appealed the deductions issue, and took it all the way to the Minnesota Supreme Court, where the Court agreed with plaintiffs and instructed the lower court to enter judgment on the plaintiffs' behalf on this claim.

In *Boaz v. Federal Express Customer Info. Services, Inc.*, 725 F.3d 603 (6th Cir. 2013), the U.S. Court of Appeals for the Sixth Circuit ruled that plaintiff, a FedEx project manager who had claimed that FedEx had failed to pay her overtime wages, in violation of the Fair Labor Standards Act, and paid her less than male coworkers performing the same job, in violation of the Equal Pay Act, could pursue her overtime and gender discrimination claims. The federal laws at issue provide employees three years to file a lawsuit and FedEx had plaintiff sign an application which stated that lawsuits had to be brought within 6 months or claims were lost. The lower court had dismissed plaintiff's claims, citing the application. The Sixth Circuit unanimously sided with plaintiff, reversed the dismissal and remanded the case for trial.

In *Calderon v. GEICO General Insurance Co.*, 809 F.3d 111 (4th Cir. 2015), the U.S. Court of Appeals for the Fourth Circuit affirmed a district court's grant of affirmative summary judgment in favor of approximately one hundred current and former Security Investigators, finding that they were not covered by the administrative exemption. Specifically, the Appellate Court found that plaintiffs' primary job duty was not the performance of work directly related to general business operations.

In *Lass v. Bank of America, N.A.*, 695 F.3d 129 (1st Cir. 2012), the U.S. Court of Appeals for the First Circuit struck down the district court's ruling that had dismissed plaintiff's claims. The court found

that plaintiff's allegations regarding excessive flood insurance and improper kickbacks had been properly alleged and that the case should proceed.

In *Kasten v. Saint-Gobain Performance Plastics Corp.*, 131 S. Ct. 1325 (2011), the U.S. Supreme Court found in favor of the plaintiff and held that "an oral complaint of a violation of the Fair Labor Standards Act is protected conduct under the [Act's] anti-retaliation provision." This was a huge win for employees all over the country, as the Supreme Court's decision set a new FLSA anti-retaliation standard.

| Trial Verdicts and Arbitration Awards

In *Contreras v. Prime Retail Comms, LLC*, AAA No. 01-22-0001-1326 (Nov. 26, 2023) an arbitrator awarded an individual Claimant \$80,891.80 in unpaid overtime damages. Claimant worked as a store manager at one of Prime's retail stores that sold AT&T products. The arbitrator held that Prime suffered and permitted him to work off-the-clock in violation of the Fair Labor Standards Act. In a subsequent order, the arbitrator awarded Claimant's Counsel \$120,631.91 in attorneys' fees and costs for the matter.

In *Rao v. St. Jude Medical S.C., Inc. et al.* No. 19-cv-923 (DTS) (D. Minn. Oct. 19, 2023), a jury awarded a medical device sales representative \$39,030 in damages after finding that St. Jude breached his employment agreement and retaliated against him for participating in an internal investigation into a hostile work environment. The jury found against St. Jude on its counterclaim alleging that Rao violated a non-compete agreement.

In *Hendricks v. Total Quality Logistics, LLC*, No. 1:10-cv-649 (S.D. Ohio Sept. 26, 2023), a case consisting of over 4500 workers, the parties conducted a two-week bench trial regarding the defendant's liability for overtime pay under the FLSA and Ohio state law. The district court issued a trial order ruling in the plaintiff's favor on the defendant's exemption defense, finding the company and its owner liable for unpaid overtime and liquidated (or double) damages.

In *Sanders v. BNSF Railroad Co.*, No. 17-cv-5106 (D. Minn. Dec. 16, 2021), following an eight-day trial, a jury in St. Paul, Minnesota awarded Plaintiff Don Sanders, a former track inspector with BNSF Railway Company, over \$9.4 million in damages. The jury found that Sanders was retaliated against in violation of the Federal Railway Safety Act after he reported hazardous safety conditions on the railroad and reported harassment and retaliation to BNSF's Human Resources department. The jury awarded Sanders \$611,797 in lost wages, \$250,000 in emotional distress, and \$8,600,000 in punitive damages.

In *Campbell v. Union Pacific.*, No. 18-cv-00522, (D. Id. Apr. 12, 2021), following a five-day trial in Pocatello, Idaho, a jury returned a \$3.8 million verdict in favor of former Union Pacific employee, Thomas Campbell. The jury found in favor of Campbell on both his ADA discrimination and failure to accommodate claims. The jury awarded Campbell \$312,591.23 in front pay, \$2,500,000 in compensatory damages, and \$1,000,000 in punitive damages.

In *Cummings v. Chevron Corp.*, JAMS Case No. 1100086694 (June 8, 2018), an arbitrator issued a final award in the amount of \$511,533.95 in favor of Donnie Cummings, a Well Site Supervisor who worked for Chevron. The arbitrator ruled that Chevron misclassified Cummings as an independent contractor and also misclassified him as exempt from the overtime provisions of state and federal law. The arbitrator awarded Cummings \$284,270.15 in unpaid overtime, liquidated damages, and meal and rest period premiums, and awarded attorneys' fees and costs in the amount of \$227,263.80.

In *Kaiser v. Gortmaker et al.*, No. 15-cv-01030, (D.S.D. Dec. 21, 2017) following a five-day trial in Aberdeen, South Dakota, a six-person jury returned a \$1.2 million verdict in favor of former South Dakota Division of Criminal Investigation agent, Laura Zylstra-Kaiser. At the conclusion of trial, the jury found in favor of Kaiser on both her retaliation and gender discrimination claims. The jury awarded Kaiser \$311,812.00 in lost wages, \$498,929.00 in lost retirement benefits, and \$400,000.00 in emotional distress damages.

In *Clark v. Centene Company of Texas, LP*, 104 F. Supp. 3d 813 (W.D. Tex. 2015), upon the conclusion of a bench trial, the court awarded damages to a collective action of utilization review nurses. The court found that plaintiffs submitted sufficient evidence to create a just and reasonable inference as to overtime hours worked by the collective and awarded liquidated damages. This victory followed the court's order on the parties' cross-motions for summary judgment and defendant's motion for decertification last year, holding that the defendant misclassified its utilization nurses. 44 F. Supp. 3d 674 (W.D. Tex. 2014). The court ruled that plaintiffs are not exempt from the Fair Labor Standards Act's overtime laws and are thus eligible for overtime pay. The court further held that defendant's claim that each plaintiff's claim would need to be analyzed individually to determine liability and damages was without merit.

In *Rhodes v. CashCall*, JAMS Ref. No. 1200047475, *Garcia v. CashCall*, JAMS Ref. No. 1200047422, *Good v. CashCall*, JAMS Ref. No. 1200047220, and *Green v. CashCall, Inc.*, JAMS Ref. No. 1200047225 (2014), a JAMS arbitrator ruled that CashCall misclassified Rhodes and Green, loan processors, and Garcia and Good, underwriters, as exempt from the overtime requirements of California and federal law. The arbitrator awarded Rhodes \$15,000 in unpaid overtime plus an additional \$15,000 in liquidated damages, along with \$88,179 in attorneys' fees and costs, Green was awarded \$15,067.72 in damages, as well as \$54,165.50 in attorneys' fees and costs. The arbitrator also awarded Garcia \$10,000 in unpaid overtime plus an additional \$10,000 in liquidated damages, along with \$98,709 in attorneys' fees and costs, and Good was awarded \$43,631 in unpaid overtime, as well as \$50,627.49 in attorneys' fees and costs.

In *Walsten v. Shank Power Products Co., Inc.*, No. 19HA-CV-12-1094 (D. Minn. Sept. 9, 2013), a minority shareholder case, an advisory jury returned a \$700,000 verdict for the plaintiff, finding for him on his claims for breach of fiduciary duty and violation of his reasonable expectation of continuing employment. The trial judge subsequently issued an order sustaining the \$700,000 advisory verdict and awarding \$200,000 in attorneys' fees.

In *Monroe v. FTS USA, LLC*, No. 2:08-cv-21 (W.D. Tenn. Oct. 2011), the jury found that defendants willfully violated the Fair Labor Standards Act by failing to pay nearly 300 cable installers for all overtime hours worked. The district court entered judgment with damages for the plaintiffs.

| Summary Adjudication

In *Learing v. Anthem*, 21-cv-2283- JWB-DJF (D. Minn. Mar. 22, 2024), the parties crossed moved for summary judgment on the defendant's affirmative exemption defenses. The court denied the defendant's motion and granted the plaintiff's. In addition to ruling in the plaintiff's favor on both of the defendant's administrative and professional exemption defenses, the court also concluded that defendant had not identified evidence that would support a verdict in its favor on a good-faith defense, and found liquidated damages to be appropriate.

In *Rao v. St. Jude Medical S.C., Inc.*, File No. 19-cv-923 (D. Minn. Sept. 27, 2022), the district court denied Defendants' motion for summary judgment in part, finding that there were triable issues of material fact on Plaintiff's retaliation, age discrimination, and breach of contract claims. The court granted Plaintiff's motion for summary judgment in part, dismissing Defendant's counterclaim that Plaintiff breached a confidentiality agreement, and limiting Defendant's counterclaim related to violation of a non-compete agreement to where Defendants could show alleged damages.

In *T.B. et al. v. Independent School District No. 112*, No. 19-cv-2414 (D. Minn. Aug. 1, 2022), the district court denied defendant school district's motion for summary judgment, finding that there were triable issues of material fact as to whether the district violated two students' civil rights by maintaining a racially hostile environment within its schools, failing to adequately respond to reports of race discrimination, and failing to provide school staff with proper training on how to respond to incidents of race discrimination.

In *Oman v. Delta Air Lines, Inc.*, --- F.Supp.3d ---, 2022 WL 4596624 (N.D. Cal. July 8, 2022), the court granted plaintiffs' motion summary judgment on their wage statement claims under Labor Code Section 226, holding that Delta knowingly and intentionally violated California law after it exhausted appeals and failed to correct its wage statements.

In *K.R. et al. v. Duluth Edison Public Schools Academy*, No. 19-cv-00999 (D. Minn. Mar. 16, 2022), the district court denied defendant school district's motion for summary judgment, finding that there were triable issues of material fact as to whether the district violated two students' civil rights under Title VI, the Minnesota Human Rights Act, and the Fourteenth Amendment to the U.S. Constitution pursuant to Section 1983.

In *Mass v. Regents of the University of California*, No. RG17879223 (Cal. Super. Ct., Alameda Cnty. Nov. 19, 2021), the court denied defendants' motion for summary judgment, finding that there were triable issues of material fact as to whether defendants as trustee/plan administrator owed a duty to the UCRP beneficiaries and the contours of any such duty, whether defendants breached the

alleged owed duty, and whether any breach by defendants caused members of the class to suffer any injury.

In *Deluca v. Farmers Ins. Exchange*, 386 F.Supp.3d 1235 (N.D. Cal. 2019), the court granted in part Plaintiffs' affirmative summary judgment motion and denied Defendant's summary judgment motion. The court found that Farmers could not satisfy either duties prong of the administrative exemption. As a result, the court determined that plaintiffs and class members were misclassified as exempt under state and federal law and are entitled to overtime premiums.

In *Rego v. Liberty Mutual Managed Care, LLC*, 367 F. Supp. 3d 849 (E.D. Wis. 2019), the court found as a matter of law that a defendant insurance company misclassified its utilization management nurses as exempt from overtime protections under the administrative and the professional exemptions. The plaintiffs primary job duty consisted of reviewing medical authorization requests against well-established guidelines to determine whether the criteria for medical necessity are satisfied. The court held in part that this work involved the performance of routine mental work, likened to inspection-type duties as opposed to bedside nursing.

In *Henderson v. 1400 Northside Drive, Inc.*, No. 1:13-cv-3767, 2016 WL 3125012 (N.D. Ga. June 3, 2016), the district court granted in part Plaintiffs' affirmative motion for summary judgment on the issues of: (1) whether the owner qualified as a joint employer, (2) the viability of the defendants' counterclaims, and (3) whether minimum wage damages includes recovery for fines, fees, and tipouts paid by the employee to the employer. In an earlier order, the court also the court granted plaintiffs' motion for partial summary judgment on the issues of: (1) the creative professional exemption, finding that defendants misclassified adult entertainers as exempt from the overtime and minimum wage requirements of the FLSA; and (2) offset, finding that defendants could not offset their minimum wage obligations with tips paid by customers to adult entertainers. 110 F. Supp. 3d 1318 (N.D. Ga. 2015).

In *Vaughan v. M-Entermt's Props., LLC*, No. 1:14-CV-914, 2016 WL 7365201 (N.D. Ga. Mar. 15, 2016), the district court granted in part exotic dancer plaintiffs' affirmative motion for summary judgment on the issues of (1) whether entertainers qualify as employees under the FLSA, (2) whether related entity defendants qualified as joint employers, (3) the viability of the defendants' offset defense, and (4) the viability of the defendants' counterclaims.

In *Heaton v. Social Finance, Inc.*, No. 3:14-cv-05191-the, 2015 WL 6003119 (N.D. Cal. Oct. 15, 2015), the court denied defendants' motion for summary judgment, finding that there were triable issues of fact as to whether defendants had violated the statutes at issue, whether the alleged violations were willful, and finding that defendants had failed to meet their burden as to plaintiffs' claims under the California Unfair Competition Law.

In *Hart v. Rick's Cabaret Int'l, Inc.*, No. 09-Civ-3043, 2014 WL 6238175 (S.D.N.Y. Nov. 14, 2014), the court denied decertification of the FLSA Collective and Rule 23 Class of approximately 2,300 adult entertainers at Rick's Cabaret in New York and granted, in part, plaintiffs' affirmative

motion for partial summary judgment on damages, finding that no reasonable jury could conclude the Class was owed less than \$10.8 million. This significant ruling came approximately one year after the court ruled that the Class and Collective Members are employees as a matter of law under the FLSA and New York Labor Law and that Rick's Cabaret violated both laws by failing to pay wages. The court further held that the money entertainers received from Rick's Cabaret's customers were tips and not service charges that could offset wage obligations and that Rick's Cabaret violated New York Labor Law by charging Class and Collective Members fines and fees as a condition of employment. 967 F. Supp. 2d 901 (S.D.N.Y. Sept. 10, 2013).

In *Wolfram v. PHH Corp.*, No. 1:12-cv-599, 2014 WL 2737990 (S.D. Ohio June 17, 2014), the court granted plaintiffs' motion for partial summary judgment, finding that the assigned real estate offices from where plaintiffs, who are current or former loan officers employed by defendant, worked where all serving as the "employer's place of business" under the outside sales exemption of the Fair Labor Standards Act. This established that an employee may work from multiple sites, not technically owned or operated by the employer, and each of those sites can be considered the "employer's place of business" under the regulations, therefore any work performed at these sites is not "outside" work under the outside sales exemption.

In *MacIntyre v. Lender Processing Services, Inc.*, No. 3:13-cv-89-J-25JBT (M.D. Fla. Apr. 29, 2014), the court granted affirmative summary judgment to plaintiff (a Minnesota resident) on a breach of contract claim for an unpaid bonus and used its discretion to enforce Minnesota state law for defendant's (a Florida company) failure to promptly pay wages. The court simultaneously denied defendant's motion to dismiss plaintiff's gender discrimination claims ruling, in part, that defendant's actions toward plaintiff constituted direct evidence of gender discrimination.

In *Huff v. Pinstripes, Inc.*, 972 F. Supp. 2d 1065 (D. Minn. 2013), the court ruled in plaintiffs' favor on cross-motions for summary judgment, finding that Pinstripes had violated the Minnesota Fair Labor Standards Act's provisions on tip-pooling by requiring its servers to share their tips with "server assistants," who act as servers' support staff at the restaurant.

In *Ernst v. DISH Network, LLC*, No. 12-8794-LGS (S.D.N.Y. Sept. 22, 2014), the court ruled on plaintiffs and two of the defendants' cross-motions for partial summary judgment, granting plaintiff's motion and denying defendants' motion. The court ruled that the summary report received by two of the defendants was a "consumer report" for purposes of the Fair Credit Reporting Act because it "communicated information bearing on Plaintiff's character, general reputation, or mode of living, and the information was collected and expected to be used for 'employment purposes.'"

In *Kirsch v. St. Paul Motorsports, Inc.*, No. 11-cv-02624, 2013 WL 1900620 (D. Minn. May 7, 2013), the court denied defendants' motion for summary judgment in its entirety, finding that plaintiff had put forth sufficient evidence for a prima facie claim of age discrimination.

In *Bollinger v. Residential Capital*, 863 F. Supp. 2d 1041 (W.D. Wash. 2012), the court granted plaintiffs' motion for partial summary judgment, finding that defendants misclassified the

underwriter plaintiffs under the administrative exemption, and rejected defendants' argument that there was no evidence of willful violation of the FLSA, stating that "a jury could conclude that Defendants knowingly and recklessly" misclassified plaintiffs.

In *Clincy v. Galardi South Enterprises, Inc.*, 808 F. Supp. 2d 1326 (N.D. Ga. 2011), the court granted plaintiffs' motion for partial summary judgment on the issue of misclassification, finding that defendants misclassified adult entertainers as independent contractors and that the entertainers were in fact employees covered by the FLSA.

| Class and Collective Certification

In *Midkiff v. Anthem*, 3:22-cv-417-HEH (E.D. Va. Sept. 5, 2024), the district court held an evidentiary hearing, receiving evidence and live testimony from employee and management witnesses on the plaintiff's motion for class certification. The court subsequently granted the plaintiff's motion and certified a class of utilization review nurses seeking overtime pay pursuant to Virginia's overtime law that was recently enacted in July 2021.

In *Brayman v. KeyPoint Government Solutions*, No. 18-cv-550-WJM-NRN (D. Colo. Apr. 17, 2024), the court denied the defendant's request to decertify the FLSA collective consisting of over 200 background investigators who allege they have not been paid for all of their hours worked in violation of the FLSA.

In *Learing v. Anthem*, 21-cv-2283- JWB-DJF (D. Minn. Mar. 22, 2024), the court certified a class of utilization review nurses who allege they were misclassified as exempt under Minnesota state law and appointed Nichols Kaster as Class Counsel. The court also denied the defendant's motion to decertify the FLSA collective.

In *Costa v. Apple, Inc.*, No. 23-cv-01353-WHO (N.D. Cal. Nov. 21, 2023) the court granted Plaintiffs' motion for the distribution of judicial notice to over 47,000 hourly employees. Plaintiffs' contended that Apple's failure to include the value of vested restricted stock units in the overtime rate of pay, violated the law.

In *MacDonald, et al. v. CashCall, Inc., et al.*, No. 2:16-cv-02781-MCA-ESK, Dkt 102 (D. N.J. Oct. 31, 2019) the court granted Plaintiffs' motion for class certification and appointed Nichols Kaster, PLLP class counsel in case involving more than 11,000 borrowers where Defendants are alleged to have violated usury law, the New Jersey Consumer Fraud Act, and RICO.

In *Brotherston v. Putnam Investments, LLC*, No. 1:15-cv-13825 (D. Mass. Dec. 13, 2016), the court certified a class of current and former participants in the Putnam Retirement Plan and appointed Nichols Kaster as class counsel. Plaintiffs alleged that Defendants mismanaged the plan and engaged in prohibited transactions in breach of their fiduciary duties under ERISA.

In *Harris v. Union Pac. R.R. Co.*, 329 F.R.D. 616, 620 (D. Neb. 2019), Nichols Kaster won class certification and was appointed class counsel for a class of over 7,000 railroad employees who

plaintiffs alleged had been removed from their jobs in violation of the Americans with Disabilities Act

In *Ayala v. GEICO*, No. 7:18-cv-03583 (Dec. 5, 2018), the district court certified a collective class under the FLSA for Auto Adjuster Trainees who alleged they were not paid for all their overtime worked during training.

In *Bell v. Michigan Civil Service Commission and Jan Winters, State Personnel Director*, No. 17-003861-CV (Mich. Cir. Ct., Nov. 17, 2018), Nichols Kaster won class certification and was appointed class counsel for a class of over 600 African American applicants who plaintiffs alleged had been discriminated against by defendants through the use of their entry-level law enforcement examination.

In *Dunham-Sunde v. The Copper Hen Cakery*, No. 27-CV-17-17288 (D. Minn., Aug. 28, 2018), the court certified a class of over one hundred restaurant servers to pursue claims against a local restaurant for its unlawful tip-sharing practices in violation of the Minnesota Fair Labor Standards Act.

In *Deluca v. Farmers Ins. Exch.*, No. 17-cv-00034, 2018 WL 1981393 (N.D. Cal. Feb. 27, 2018), the court granted class certification of California state law overtime claims and related claims for a group of special investigators who allege that Farmers misclassified them as exempt from overtime. The court previously granted conditional certification of the plaintiffs' FLSA overtime claims.

In *Wildman v. American Century Serv., LLC*, 2017 WL 6045487 (W.D. Mo. Dec. 6, 2017), the court certified a class of current and former participants in the American Century Retirement Plan and appointed Nichols Kaster as class counsel. Plaintiffs alleged that defendants breached their fiduciary duties and engaged in prohibited transactions.

In *Ganci v. MBF Inspection Svcs., Inc.*, 323 F.R.D. 249 (S.D. Ohio 2017), the court granted class certification of a class of pipeline inspectors who worked for MBF and were paid based on a day rate, who sought unpaid overtime under Ohio state law. The court had previously granted conditional collective certification of the plaintiffs' FLSA overtime claims. 2016 WL 5104891 (S.D. Ohio Sept. 20, 2016).

In *Moreno v. Deutsche Bank Americas Holding Corp.*, 1:15-cv-09936, 2017 WL 3868803 (S.D.N.Y. Sept. 5, 2017), the court certified a class of current and former participants in the Deutsche Bank Matched Savings Plan and appointed Nichols Kaster as class counsel. Plaintiffs alleged that Defendants mismanaged the plan in breach of their fiduciary duties under ERISA.

In *Sims v. BB&T Corp.*, No. 1:15-cv-732, 2017 WL 3730552 (M.D.N.C. Aug. 28, 2017), the district court certified a class of current and former participants in the BB&T Corporation 401(k) Savings Plan and appointed Nichols Kaster as co-class counsel. Plaintiffs alleged that Defendants breached their fiduciary duties to the Plan.

In *Urakhchin v. Allianz Asset Mgmt. of Am., L.P.*, 8:15-cv-01614, 2017 WL 2655678 (C.D. Cal. June 15, 2017), the district court certified a class of current and former participants in the Allianz Asset Management of America L.P. 401(k) Savings and Retirement Plan and appointed Nichols Kaster as class counsel. Plaintiffs alleged that defendants improperly managed plan assets and breached their fiduciary duties.

In *Mayfield-Dillard v. Direct Home Health Care, Inc.*, No. 0:16-cv-3489, 2017 WL 945087 (D. Minn. Mar. 10, 2017), the district court granted Plaintiffs' motion for conditional certification, certifying a group of home health care workers who challenged Defendant's practice of paying straight-time only, for overtime hours worked.

In *McQueen v. Chevron*, No. C 16-02089, 2017 WL 8948943 (N.D. Cal. Feb. 21, 2017), the Court granted conditional certification of an FLSA collective for well site managers and drill site managers who performed services for Chevron throughout the country, rejecting Chevron's arguments that the various intermediary staffing companies and differing contractual terms put the workers on different footing.

In *Tamez v. BHP Billiton Petroleum (Americas), Inc.*, No. 5:15-cv-330, 2015 WL 7075971 (W.D. Tex. Oct. 5, 2015), the court granted plaintiffs' motion for conditional certification, conditionally certifying a class of employees alleging violations of the overtime wage provisions of the Fair Labor Standards Act by a multinational corporation that produces major commodities including oil and gas.

In *Miller v. Fleetcor Technologies Operating Co., LLC*, 118 F. Supp. 3d 1351 (N.D. Ga. 2015), the court denied defendant's motion for decertification, agreeing with plaintiffs that each individual claim and the case as a whole should be kept together, allowing plaintiffs to move forward as a collective group.

In *Pearsall-Dineen v. Freedom Mortgage Corp.*, No. 13-cv-06836-JEI-JS, 2014 WL 2873878 (D. N.J. June 25, 2014), the court conditionally certified the Fair Labor Standards Act overtime case as a collective action. The judge's order authorized notice of the lawsuit to be disseminated to all mortgage underwriters who worked for Freedom Mortgage in the last three years, providing them the opportunity to join the lawsuit and to assert their overtime claims against the defendant for failing to pay them overtime hours.

In *Ellsworth v. U.S. Bank, N.A.*, No. C 12-2506-LB, 2014 WL 2734953 (N.D. Cal. June 13, 2014), the court issued a broad class certification ruling on behalf of plaintiff-borrowers who were force-placed with flood insurance. In its order, the court certified multi-state classes of borrowers spanning forty different states to pursue claims against U.S. Bank for breach of their mortgage agreements stemming from U.S. Bank's force-placed insurance practices. In addition, the court separately certified classes of borrowers in California and New Mexico to pursue claims against U.S. Bank and its force-placed insurance vendor, ASIC, for unjust enrichment, unfair business practices, and/or breach of the covenant of good faith and fair dealing.

In *Arnett v. Bank of America, N.A.*, No. 3:11-cv-01372-SI (D. Or. Apr. 17, 2014), the court preliminarily approved a \$31 million settlement for approximately 625,000 class members, the largest common fund settlement ever negotiated in a case involving force-placed flood insurance.

In *Ernst v. DISH Network, LLC*, No. 12-8794-LGS (S.D.N.Y. July 23, 2013), the court appointed Nichols Kaster as interim class counsel for the putative class with claims against Defendant Sterling Infosystems, Inc., finding that Nichols Kaster had “demonstrated it is able fairly and adequately to represent the interests of the putative class.

In *Gustafson v. BAC Home Loan Services, LP*, No. 8:11-cv-00915 (C.D. Cal. Feb. 27, 2013), Judge Josephine Staton Tucker appointed Nichols Kaster as co-lead interim class counsel for multiple putative classes in a force-placed insurance case against Bank of America and other defendants.

In *Spar v. Cedar Towing & Auction, Inc.*, Case No. 27-CV-11-24993 (D. Minn., Oct. 16, 2012), Nichols Kaster won class certification and was appointed class counsel for a class of approximately six thousand Minneapolis consumers who plaintiffs alleged had been charged illegal towing fees by defendant.

| Denial of Motions to Dismiss

In *Padilla v. Caliper Building Systems, LLC et al.*, No. 20-cv-00658 (SRN/KMM) (D. Minn., Sept. 21, 2020) the court denied defendant’s motion to dismiss, holding that construction laborers working for a framing subcontractor through a labor broker plausibly alleged facts supporting joint employer status under federal and state law.

In *Jane Doe 1 et al v. Independent School District 31*, No. 20-cv-226 (SRN/LIB) (D. Minn. Aug. 14, 2020) the court denied defendant’s motion to dismiss, finding that plaintiffs pled sufficient facts to support plausible Title IX, Section 1983, negligence, negligent supervision, and negligent retention claims. Specifically, the court found that the complaint plausibly alleged a duty of care arising from a special relationship between the school district and plaintiffs, taking into account the elevated status of the school official who sexually exploited plaintiffs, the egregiousness of the sexual exploitation that occurred on district-owned devices, and the fact that the district had clear notice. Further, the court found that plaintiffs plausibly alleged that the district’s own conduct created a foreseeable risk of injury to plaintiffs and that the district owed them a duty to prevent the sexual harassment and bullying faced by plaintiffs after the school official’s arrest. Additionally, the court held that the complaint plausibly alleged that the district acted with deliberate indifference, resulting in a hostile education environment and peer harassment under Title IX and Section 1983. Finally, plaintiffs sufficiently alleged a pattern of constitutional violations that put the district on notice that “its employees’ responses to recurring sex discrimination were insufficient to protect Plaintiffs’ constitutional rights.”

In *Intravaia v. National Rural Electric Cooperative Association*, No. 1:19-CV-973, 2020 WL 58276 (E.D. Va. Jan. 2, 2020), the court denied defendants’ motion to dismiss in full, holding plaintiffs

adequately alleged breaches of fiduciary duty and prohibited transactions under ERISA relating to the administration of the National Rural Electric Cooperative Association's 401(k) plan.

In *Reetz v. Lowe's Companies, Inc.*, No. 518CV00075, 2019 WL 4233616 (W.D.N.C. Sept. 6, 2019), the court denied defendants' motion to dismiss in substantial part, holding plaintiffs adequately alleged breaches of fiduciary duty under ERISA relating to the management of the Lowe's 401(k) plan.

In *Karpik v. Huntington Bancshares Inc.*, No. 2:17-CV-1153, 2019 WL 7482134 (S.D. Ohio Sept. 26, 2019), the court denied defendants' motion to dismiss in substantial part and held that plaintiffs adequately alleged breaches of fiduciary duty under ERISA relating to the management and monitoring of Huntington Bank's 401(k) plan.

In *Belt v. P.F. Chang's*, No. 18-cv-03831 (E.D. Pa. Aug. 15, 2019), the court denied defendant's motion for judgment on the pleadings, holding that the DOL's new interpretation of the FLSA was unreasonable and not subject to deference, confirming that Plaintiffs had stated a claim for minimum wage violations due to P.F. Chang's failing to pay its servers the full minimum wage when they performed related yet untipped labor, such as side work, for more than 20% of their time in a workweek.

In *Nelsen v. Principal Global Investors Trust Co.*, No. 4:18-cv-00115 (S.D. Iowa, Jan. 24, 2019), the court denied defendants' motion to dismiss in substantial part, holding plaintiffs adequately alleged breaches of fiduciary duty under ERISA relating to the management of Principal's collective investment trusts.

In *In re M&T Bank Corp. ERISA Litig.*, No. 16-cv-375, 2018 WL 4334807 (W.D.N.Y. Sept. 11, 2018), the court denied defendants' motion to dismiss in substantial part, holding plaintiffs adequately alleged breaches of fiduciary duty under ERISA relating to the management of the M&T Bank Corporation Retirement Savings Plan.

In *Velazquez v. Massachusetts Fin. Servs. Co.*, 320 F. Supp. 3d 252 (D. Mass. 2018), the court denied defendants' motion to dismiss in substantial part and held that plaintiffs adequately alleged breaches of fiduciary duty under ERISA relating to the management of the Massachusetts Financial Services Company MFSavings Retirement Plan and the Massachusetts Financial Services Company Defined Contribution Plan.

In *Beach v. JP Morgan Chase Bank*, No. 1:17-cv-00563 (S.D.N.Y. Mar. 28, 2018), the court denied defendants' motion to dismiss in substantial part and held that plaintiffs adequately alleged breaches of fiduciary duty under ERISA.

In *Wildman v. American Century Serv., LLC*, 237 F. Supp. 3d 902 (W.D. Mo. 2017), the court denied defendants' motion to dismiss, finding that plaintiffs adequately alleged breaches of fiduciary

duty and prohibited transactions by defendants in connection with the American Century Retirement Plan.

In *Johnson v. Fujitsu Technology Business of America, Inc.*, 250 F. Supp. 3d 460 (N.D. Cal. Apr. 11, 2017), the court denied defendants' motions to dismiss, and held that plaintiffs adequately alleged breaches of fiduciary duty under ERISA relating to the management of the Fujitsu Group Defined Contribution and 401(k) Plan.

In *Moreno v. Deutsche Bank Americas Holding Corp.*, 1:15-cv-09936, 2016 WL 5957307 (S.D.N.Y. Oct. 13, 2016), the court denied defendants' motion to dismiss in substantial part and held that plaintiffs adequately alleged breaches of fiduciary duty under ERISA relating to the management of the Deutsche Bank Matched Savings Plan.

In *Urakhchin v. Allianz Asset Mgmt. of Am., L.P.*, 8:15-cv-01614, 2016 WL 4507119 (C.D. Cal. Aug. 5, 2016), the court denied defendants' motion to dismiss in substantial part and held that plaintiffs adequately alleged breaches of fiduciary duty under ERISA relating to the management of the Allianz Asset Management of America L.P. 401(k) Savings and Retirement Plan.

In *Bowers v. BB&T Corporation*, No. 1:15-cv-732-CCE-JEP (M.D.N.C. Apr. 18, 2016), the court denied defendant's motion to dismiss, finding that plaintiff's allegations regarding Employment Retirement Income Security Act ("ERISA") violations related to defendant's management of plaintiffs' 401(k) Savings Plans are sufficient for litigation to move forward.

In *Brotherston v. Putnam Investments, LLC*, No. 1:15-cv-13825, 2016 WL 1397427 (D. Mass. Apr. 7, 2016), the court denied defendant's motion to dismiss, finding that plaintiff's allegations regarding Employment Retirement Income Security Act ("ERISA") violations related to defendant's management of plaintiffs' 401(k) Savings Plans are sufficient for litigation to move forward.

In *Johnson v. Casey's Gen. Stores, Inc.*, 116 F. Supp. 3d 944 (W.D. Mo. 2015), the court denied defendant's motion to dismiss, finding that plaintiff's allegations regarding Fair Credit Reporting Act violations and the willfulness of defendant's conduct sufficient for litigation to move forward.

In *Lengel v. HomeAdvisor, Inc.*, 102 F. Supp. 3d 1202 (D. Kan. 2015), the court denied defendant's motion to dismiss, finding that plaintiff's allegations regarding Fair Credit Report Act violations and the willfulness of defendant's conduct sufficient for litigation to move forward.

In *Holmes v. Bank of America, N.A.*, No. 3:12-cv-00487, 2013 WL 2317722 (W.D.N.C. May 28, 2013), the court denied four motions to dismiss plaintiffs' claims regarding force-placed insurance and allowing the case to proceed.

In *Walls v. JPMorgan Chase Bank, N.A.*, No. 3:11-cv-00673, 2012 WL 3096660 (W.D. Ky. July 30, 2012), a case regarding force-placed flood insurance, the court denied defendant's motion to dismiss, stating that the plaintiff's mortgage agreement did not explicitly provide that the lender's flood insurance requirement could change at will and that Kentucky contracts contain provisions

which can impose limits on discretion afforded by a contract, thus rejecting defendant's interpretation of plaintiff's mortgage agreement for purposes of the motion.



Nichols Kaster Attorneys

| Partner Biographies

Rebekah L. Bailey is a tireless advocate dedicated to civil rights and social justice. She has helped tens of thousands of employees and consumers recover millions of dollars primarily in complex class and collective actions across the country. Rebekah has worked on the firm's wage and hour team and was a founding member of the consumer practice area as well as the firm's civil rights and impact litigation group. Rebekah has been recognized as a Minnesota Super Lawyer every year since 2014. Over the years, she has served on numerous trial and arbitration teams, successfully first-chairing her first bench trial. Rebekah has achieved several affirmative summary judgment determinations and certification decisions, including in *Rego*, *Dunham-Sunde*, *Henderson*, *Vaughan*, *Spar*, and *Norris-Wilson*, mentioned above. Rebekah leads the firm's e-discovery committee. She has spoken at national seminars on various topics, including electronic discovery, class litigation, arbitration, equal pay, and various wage and hour issues. Rebekah is a practical instructor for the University of Minnesota's Law & Practice course. She is a member of the District of Minnesota's Federal Practice Committee, and a board member for the Complex Litigation eDiscovery Forum. She is very involved in the ABA's Labor and Employment Law section. She serves as the employee vice chair of the section's treatise committee; she is an associate editor for the FLSA Committee's Mid-Winter Report; and she serves as a FLSL liaison to the ABA/LEL

CLE Coordinating & Resources Committee. **Education:** B.S. Grand Valley State University 2004 *magna cum laude*, J.D. University of Minnesota Law School 2008 *magna cum laude*.

Reena I. Desai is a partner at Nichols Kaster, PLLP, in the firm's Minneapolis office. She is a skilled and meticulous litigator, who has dedicated her career to fighting for everyday people. Focusing on complex litigation, including qui tam actions and class and collective cases, Reena strives to cause impactful changes through her work. She has represented thousands of workers to combat wage theft and recover unpaid overtime compensation, minimum wages, and other unpaid compensation. Reena has also litigated discrimination cases on both a class and individual level, advocating for employees whose employers have discriminated against them because of their age, race, or disability. She also seeks to hold corporations accountable through her work representing relators in cases involving False Claims Act violations.

Reena has been asked to share her knowledge and experience with her peers, serving as a speaker at several national conferences. She has spoken on topics including wage and hour litigation, electronic discovery issues, attorney-client privilege, and mediation/settlement. Reena was a board member of the Minnesota Justice Foundation for over a decade, is a program co-chair of the ABA's Employment Rights & Responsibilities Committee, and co-chairs the firm's Diversity, Equity, and Inclusion Committee.

Reena graduated from the University of Minnesota Law School in 2007, where she was honored with the Dorothy O. Lareau award for legal writing during her first year, and she earned a B.A. in both Economics and Psychology from George Washington University. **Education:** B.A. George Washington University 2002 *magna cum laude*, J.D. University of Minnesota Law School 2007 *cum laude*.

Laura A. Farley is a partner at Nichols Kaster, PLLP and is member of the individual rights litigation team and is dedicated to protecting the rights of current and former employees who face a wide range of employment-related issues, including discrimination, harassment, retaliation, minority shareholder, and contract disputes. Prior to joining Nichols Kaster, Laura worked as an associate for a Minneapolis litigation firm, focusing on minority shareholder, employment, and contract disputes. Laura and has been named a Rising Star by Minnesota Super Lawyers since 2020. She was named an Attorney of the Year in 2022 and received the Honorable Michael J. Davis Pro Bono Award in 2023. Laura has served on the Executive Board of Minnesota National Employment Lawyers Association, was an adjunct professor of legal writing at the University of Minnesota Law School, and is currently on the Board of Mid-Minnesota Legal Aid. Prior to attending law school, Laura worked for a Fortune 100 company in business-to-business sales supporting operations and logistics in small businesses. **Education:** B.A. University of St. Thomas 2010 *magna cum laude*, J.D. University of Minnesota Law School 2015.

Michele R. Fisher is a managing partner, and Chair of the Firm's Business Development and Marketing Groups, which originate class and collective actions and market the firm. Michele has dedicated her career to primarily litigating and arbitrating wage and hour class and collective actions. She has represented tens of thousands of workers in over one hundred class and collective actions, and hundreds of arbitrations. Michele's energy, experience, and resourcefulness have made her a nationally recognized litigator and a popular lecturer on wage and hour issues. Michele

created and manages arbitratorater.com, a free website exclusively for employee and worker rights advocates.

Michele holds, and has held, many leadership positions to support and improve the profession. She is a Co-Chair and faculty member of the Practicing Law Institute's Wage & Hour Litigation and Compliance conference. She is an ABA Labor and Employment Law Section Councilmember, Council Liaison to the Trial Institutes Administrative Committee, Council Liaison to the Federal Labor Legislation Standards Subcommittee, Council Liaison to the Social Media Administrative Committee. She is a Fellow in the College of Labor and Employment Lawyers. Michele has served as the Co-Chair and Co-Chair Emerita of the ABA Labor and Employment Law Sections Annual Conference Planning Committee, Co-Chair of the ABA Labor and Employment Law Section's Federal Labor Standards Legislation Committee, Co-Editor-in-Chief of the ABA Labor and Employment Law Section's Federal Labor Standards Legislation Committee FLSA Midwinter Report, Co-Chair of the ABA Labor and Employment Law Section's Revenue and Partnership Development Committee, Track Coordinator for the ABA Labor and Employment Law Section's annual conference, an editorial board member for BNA's the Fair Labor Standards Act Treatise, a chapter editor for BNA's Wage and Hour Laws: A State-by-State Survey, and an Advisory Board Member for the Center of Labor & Employment at NYU School of Law.

Michele is named to the Best Lawyers in America, Top 100 Super Lawyers, Top 50 Minnesota Woman Super Lawyers, Lawyers of Distinction, Top 10 Wage and Hour Lawyers, Top 100 High Stakes Litigators, Top 100 Civil Plaintiff Lawyers, Top 100 National Advocates/Top 20 Employment Law, and LawDragon 500 Leading Plaintiff Employment Lawyers. Michele volunteers as an attorney for foster children through the Children's Law Center. **Education:** B.A. St. Cloud State University 1997, J.D. William Mitchell College of Law 2000.

Matthew C. Helland is an experienced and tenacious litigator who has fought for workers' and consumers' rights throughout his career. Matt serves as the managing partner of Nichols Kaster's San Francisco office, where he focuses his practice on class and collective wage and hour cases filed in California and throughout the country. Handling both large class actions and individual matters throughout this career, Matt has developed a record of success in significant and complex litigation. Matt litigates each of his cases with the same zealous advocacy and passionate protection of his clients' rights, whether the case involves millions of dollars and thousands of clients, or thousands of dollars and one individual. In addition to representing workers across the country in wage and hour actions, Matt has also handled cases involving WARN Act violations, breach of contract, and severance negotiations. Matt is licensed in both California and Minnesota. Matt is an active volunteer at Workers' Rights Clinics through Legal Aid Work, where he supervises student attorneys in providing legal assistance to low wage workers. While attending the University of Minnesota Law School, Matt was a staff member and Managing Tribute Editor of the University of Minnesota Journal of Global Trade. He also participated in the Child Advocacy Clinic, representing the interests of children as a student attorney in both Family and Juvenile Court. **Education:** B.A. Rhodes College 2002 *magna cum laude*, J.D. University of Minnesota Law School 2005 *magna cum laude*.

James H. Kaster has tried well over 100 cases to verdict or decision. He has also handled many significant cases on appeal, including a successful case in front of the United States Supreme Court (*Kasten v. Saint-Gobain Performance Plastics Corp.*). He was ranked by Chambers USA as number one among plaintiffs' employment lawyers in Minnesota, was named Lawyer of the Year by Best Lawyers in 2012, and 2016, and has been listed by Super Lawyers of Minnesota as one of the top 10 lawyers in the State. Jim's success in the courtroom includes earning many million dollar and multi-million-dollar recoveries for plaintiffs. Jim is also a frequent lecturer before local, state, and national organizations on damage recovery and trial skills. He was selected as a Fellow of the American College of Trial Lawyers, a premier professional trial organization in America whose membership is limited to 1% of the trial lawyers in any state or province. He was also selected to be a member of the College of Labor and Employment Lawyers. **Education:** B.A. Marquette University 1976, J.D. Marquette University 1979.

Lucas J. Kaster is a skilled and seasoned trial lawyer focused on aggressive advocacy, creative solutions, and responsiveness to clients. As a member of Nichols Kaster's individual rights team, Lucas represents clients in a wide-range of employment matters, including harassment, retaliation and discrimination claims. Lucas also represents clients in civil rights claims, such as police misconduct and prisoner rights. Over his career, Lucas has tried many cases to verdict or decision. Most recently, Lucas represented a South Dakota law enforcement officer in a retaliation and sexual harassment lawsuit that resulted in a \$1.2 million jury verdict. In a separate lawsuit, Lucas represented four golf course employees who were subject to harassment and retaliation in a court trial that resulted in a plaintiff's verdict and treble damages under the Minnesota Human Rights Act ("MHRA"). Lucas uses this unique trial experience to drive litigation strategy and provide his clients the best possible representation. Lucas is also an experienced appellate advocate. In 2018, Lucas successfully argued before the Ninth Circuit Court of Appeals in *Michael Frost v. BNSF Railway Co.*, 9:15-cv-000124-DWM. The Ninth Circuit's decision addressed a hotly debated subject under the Federal Railway Safety Act ("FRSA"). The question before the Court was whether the honest belief instruction was proper because the FRSA's contributing factor standard required plaintiffs to separately prove discriminatory intent. In the opinion, the Ninth Circuit definitively held that there is no requirement that FRSA plaintiffs separately prove discriminatory intent, and thus the instruction was error. Due to his experience, Lucas is a well-respected and sought-after speaker. Lucas is a frequent presenter at the ABA's Labor and Employment and Employment Rights and Responsibilities conferences. In February 2019, Lucas also spoke at the College of Labor and Employment Lawyer's Regional Program for the 4th and 11th Circuits in Charleston, South Carolina. Lucas participated in a three-member panel titled: *The #MeToo Movement One Year Later: Where Are We Now?* Lucas is a member Twin Cities Diversity in Practice's Emerging Leaders Group and a contributor to Nichols Kaster's training and marketing committees. **Education:** B.A. Villanova University 2004, J.D. Marquette University Law School 2011.

Paul J. Lukas has spent his entire career at Nichols Kaster, playing an integral role in the firm's growth from a small three-lawyer firm when he started in 1989, to the national plaintiffs' class action firm that it is today. Mr. Lukas has extensive experience litigating class, collective and group actions and has tried over 50 cases, obtaining favorable verdicts for clients in wage, age, race, national origin, sex discrimination and harassment, retaliation, whistleblower, breach of contract, minority shareholder, fraud,

wrongful death, and breach of fiduciary cases. Although his current role is co-leader of Nichols Kaster's Finance and Investments Litigation Team, Mr. Lukas has worked on a wide variety of the firm's most interesting cases. Mr. Lukas has been recognized by his peers as one of "The Best Lawyers in America," was named by the National Trial Lawyers Association as a Class Action Top 25 Trial Lawyer, and was elected to The College of Labor and Employment Lawyers as a fellow. Mr. Lukas is not only a nationally recognized litigator, but also a popular lecturer, having given over 100 speeches and presentations on ethics and a wide variety of topics regarding employment, consumer and ERISA class actions and civil litigation strategies. Mr. Lukas also volunteers his time with the Children's Law Center of Minnesota, representing foster children in family court. **Education:** B.A. St. John's University 1988, J.D. William Mitchell College of Law 1991.

Matthew H. Morgan is a managing partner at Nichols Kaster. Much of Matt's career has focused on litigating class and collective actions on behalf of individuals seeking minimum wage and overtime pay and fighting discrimination. He has tried over thirty cases to verdict, including first-chairing a twenty-three-day age discrimination class action trial on behalf of nearly 1000 people against the federal government. Since 2021, Matt has been named one of "The Best Lawyers in America," and recognized by Minneapolis/St. Paul Magazine and Twin Cities Business as a "Super Lawyer" every year since 2014. Matt formerly served as an adjunct faculty member at William Mitchell College of Law (now Mitchell Hamline) teaching representation skills to first-year students and advanced advocacy to second- and third-year students. Matt is a regular lecturer at legal seminars, focusing on litigation-related topics including trials and taking 30(b)(6) depositions. **Education:** B.A. University of Minnesota 1996, J.D. William Mitchell College of Law 2000.

Anna P. Prakash represents everyday people against corporations and the government and uses her agility, intellect, and skill to pursue justice for her clients under a wide variety of laws and settings. Focusing on complex class actions and multi-plaintiff litigation, Anna has litigated civil rights cases in the employment, school, healthcare, and housing realms, including cases seeking freedom and damages resulting from race discrimination, discrimination against the trans community, and forced labor of immigrant workforces. She has represented employees seeking unpaid minimum wages and overtime, including in numerous cases on behalf of people in marginalized professions such as exotic dancers. Anna brings a high level of skill and intellect to the fight, and has achieved great success for her clients in state and federal courts around the country, including the summary judgment victories referenced above in *Huff*, *Hart*, and *Clincy*, successful appeal in *Bible v. United Student Aid Funds*, and the trial verdict in *FTS*. Anna also serves on the Board of Directors of the Public Justice Foundation, a nationwide charitable organization supporting high-impact lawsuits to combat social and economic injustice and protect the Earth's sustainability. She is a frequent speaker at national legal seminars, was an adjunct professor of legal writing at the University of Minnesota Law School for five years, and a past board member of the Minnesota chapter of the National Employment Lawyers' Association. **Education:** B.A. University of Michigan 2002, J.D. Cornell Law School 2005.

David E. Schlesinger David Schlesinger is an experienced attorney who has been recognized for the quality of his work for employees. He is an MSBA Certified Employment Law Specialist who has been selected as a Super Lawyer for the last seven years. He teaches Law in Practice at the University of Minnesota Law School and is the former president of the Minnesota Chapter of the National Employment Lawyers Association. David has successfully litigated a wide variety of employment claims, including several significant cases involving gender discrimination, cases under the Americans with Disabilities Act, and many other claims. His practice also includes an emphasis on the intersection of employment and business disputes, including litigation of breach of fiduciary duty and minority shareholder claims. He has effectively defended employees from non-compete and trade secret claims brought by their former employers. **Education:** B.A. Mary Washington College 2001 *cum laude*, J.D. University of Minnesota Law School 2006 *cum laude*.

Robert L. Schug is a partner on Nichols Kaster's Civil Rights and Impact Litigation team. Robert has more than a decade of experience litigating cases through trial in both court and arbitration. He has represented employees across the country on a variety of issues, including race, gender, and disability discrimination, employee misclassification, unpaid overtime, and unpaid wages. Robert previously served as Director of Litigation at the Impact Fund, a nationally recognized non-profit law firm in Berkeley, California devoted to achieving social justice through large scale impact litigation. He has been recognized as a Rising Star by Northern California and Minnesota Super Lawyers. He is licensed in California and Minnesota. **Education:** B.S. Middle Tennessee State University 2003 *summa cum laude*, J.D. William Mitchell College of Law 2006 *summa cum laude*.

Steven Andrew Smith has been named "Lawyer of the Year" for Employment Law in Minneapolis by Best Lawyers for 2021 and 2022, named "Attorney of the Year" twice by Minnesota Lawyer for his work protecting employees' rights, named one of "The Best Lawyers in America" each year since 2015, named to the Minnesota Super Lawyers "Top 100" list seven times, and named to the Minnesota Super Lawyers list each year since 2002. In 2020, Steve was elected as a Fellow of the College of Labor and Employment Lawyers. Steve was honored by the Minnesota Chapter of the National Employment Lawyers Association as the recipient of the 2014 Karla Wahl Dedicated Advocacy Award. The Award is given to recipients "for their ceaseless and courageous efforts" to protect and advance the rights of Minnesota employees. Steve was also the recipient of the 2011 Distinguished Pro Bono Service Award from the United States District Court for the District of Minnesota, was selected for the Merit Selection Panel regarding the Re-Appointment of U.S. Magistrate Judge Arthur J. Boylan (D. Minn. 2012), was further recognized in 2014 by the United States District Court and Chief Judge Michael J. Davis for his involvement in the Pro Se Project, a project by the United States District Court of Minnesota for assisting individuals representing themselves in federal court, and has received the Martindale Hubble AV Preeminent rating. Steve's trial experience includes trials to verdict in sexual harassment, whistleblower, reprisal/retaliation, commission, contract, gender discrimination, marital status discrimination, disability, and wage and hour claims. Steve has also litigated several notable cases having substantial effect on employees' rights under state and federal employment laws. Steve is often invited to lecture on employment issues both nationally and locally. He has also authored a number of

articles on employment law issues such as sexual harassment in the workplace. **Education:** B.A. Concordia College 1990, J.D. William Mitchell College of Law 1995 *cum laude*.

Brock J. Specht is a member of Nichols Kaster's national class-action litigation team. He represents consumers, employees, and retirees in lawsuits against some of the country's largest corporations, holding these companies accountable when they fail to deal fairly and honestly with their employees and customers. His recent cases have led to the recovery of millions of dollars in retirement benefits for thousands of participants in 401(k) plans nationwide. Prior to joining the firm, Brock worked with a major Twin Cities law firm, and as a law clerk for two judges on the Minnesota Court of Appeals. Brock also has worked as a Special Assistant State Public Defender, *pro bono*, and as an Adjunct Professor of Law at the University of St. Thomas School of Law. **Education:** B.A. University of Minnesota 2002, J.D. University of St. Thomas School of Law 2007 *magna cum laude*.

Rachhana T. Srey is a Partner at Nichols Kaster, PLLP who has extensive litigation experience, primarily dedicating her legal practice to national wage and hour complex class and collective action employment litigation. She has been a zealous advocate for thousands of employees over her 20-year career, representing a wide variety of workers in many industries including those who work in healthcare, insurance, financial services, communications, retail, manufacturing, and security industries as well as federal sector employees. Rachhana's exceptional case management and advocacy skills, dedication to her clients, strong work ethic and outgoing personality have earned her the respect of her clients and of her colleagues in the legal community. Rachhana has tried several wage and hour cases, most notably obtaining a jury verdict that was upheld by the Sixth Circuit in favor of a group of nearly three hundred cable installers. In addition to her wage and hour practice, Rachhana has also litigated a class age discrimination case venued at the EEOC. She is active in several organizations, holding leadership positions in a few. Rachhana is currently the Co-Chair of the National Employment Lawyer Association's ("NELA") Wage & Hour Committee. Rachhana is often invited to speak nationally and locally on a wide range of topics including class and collective action litigation and trial strategies, case management issues, , discovery issues, recent developments in the law, and age and gender discrimination. **Education:** B.A. University of Minnesota 2000, J.D. William Mitchell College of Law 2004 *cum laude*.

| Attorney Biographies

Ben J. Bauer is a member of Nichols Kaster's ERISA litigation team where he represents employees whose retirement accounts have been shortchanged due to excessive fees, imprudent investments, employer self-dealing, and general mismanagement. Prior to joining the firm, Ben clerked for Judge Tom Fraser in Hennepin County District Court. During law school, he interned for the Minnesota Department of Human Rights, the ACLU of Minnesota, and earned the Law School Public Service Award. Prior to law school, Ben taught 7th grade English in Tulsa, Oklahoma and continued to work in schools while completing his law degree in Mitchell Hamline's night program. **Education:** B.A., St. John's University, 2011, *magna cum laude*, J.D., Mitchell Hamline School of Law, 2017, *magna cum laude*.

Laura A. Baures belongs to Nichols Kaster's individual rights group and has worked in other groups within the firm including the Civil Rights and Impact and Wage and hour groups. Laura fights against discrimination and other unfair acts through litigating individual, class, collective, or joint actions in the areas of employment, education, and more. She is licensed in Minnesota and Wisconsin. Laura represents numerous job applicants and workers in matters arising under federal and state laws. She has class action trial experience. She also serves on the Diversity, Equity, and Inclusion Committee within the firm. Laura received her J.D. from William Mitchell College of Law. She discovered her passion for employment law while working as a manager prior to law school. **Education:** B.A. University of Wisconsin – Eau Claire *cum laude*, J.D. William Mitchell College of Law.

Elizabeth M. Binczik is a member of Nichols Kaster's ERISA litigation team, where she works to protect employees' hard-earned retirement savings. Prior to joining Nichols Kaster, Beth clerked for Chief Judge Edward J. Cleary on the Minnesota Court of Appeals. She also addressed workers' rights and other issues at a non-profit organization, worked as a policy advisor in the Office of Governor Walz and Lieutenant Governor Flanagan, represented employees at a plaintiff-side law firm in Minnesota, and worked at a prominent New York law firm. During law school, she served as an Articles Submission Editor of the *Minnesota Law Review*. **Education:** B.A., University of Minnesota, Morris, high distinction; J.D., University of Minnesota Law School, *summa cum laude*.

Daniel S. Brome worked with the California Labor Commissioner while in law school and served as the Editor-in-Chief of the Berkeley Journal of Employment and Labor Law, and as Director of the Workers' Rights Clinic. After law school, Daniel worked with a California law firm representing workers and unions in arbitrations and litigation. Daniel continues pursuing his passion for employment law at Nichols Kaster, working with the firm's national wage and hour team out of the San Francisco office. **Education:** B.A. Princeton University 2005, J.D. University of California Berkeley School of Law 2011.

Grace Chanin is a member of the firm's Qui Tam & Insurance practice group where she represents whistleblowers fighting against government fraud in complex False Claims Act litigation. Grace was also previously a member of the ERISA practice group, where she represented tens of thousands of employees, retirees, and beneficiaries in class-action ERISA litigation against some of the nation's largest banks, insurance companies, and investment management firms. By holding these corporations accountable, she has helped recover over \$40 million for her clients. Grace is dedicated to improving wellbeing in the legal community. Grace played a crucial role in establishing Nichols Kaster's Wellness Committee, where she leads the firm's wellness initiatives and provides access to wellness resources. She currently volunteers and serves on the Board of Directors for Lawyers Concerned for Lawyers (Minnesota's Lawyers Assistance Program), offering support to attorneys dealing with mental health challenges. Grace also serves as the co-chair of the American Association for Justice New Lawyers Division Mental Health Committee organizing nationwide wellbeing programs for plaintiffs' attorneys. Pro bono work is also a meaningful part of Grace's practice. Through the Volunteer Lawyers Network, Grace assists clients in expunging eviction records, facilitating access to safe and affordable housing. Grace's preferred pronouns are she/her/hers. **Education:** B.A., Minnesota State University 2012 *magna cum laude*, J.D. Mitchell Hamline School of Law 2018 *magna cum laude*.

H. Clara Coleman is a member of Nichols Kaster's National Wage and Hour Litigation Team where she fights for employees' right to hard-earned wages. She has extensive experience advocating on behalf of workers seeking unpaid wages in class and collective actions in federal courts nationwide. She has also handled numerous individual arbitration proceedings, including those filed as part of a mass arbitration strategy, from filing through to the final hearing. Prior to joining Nichols Kaster, Clara served as an Attorney-Advisor to the Honorable Christopher Larsen at the U.S. Department of Labor, Office of Administrative Law Judges in San Francisco where she collaborated with ALJ Larsen to help manage and decide employment-related matters. She is a co-chair of the New Practitioner's Committee for the National Employment Lawyers' Association and regularly speaks on various wage and hour topics at conferences nationwide. **Education:** B.A., Loyola University Maryland, *summa cum laude*; J.D., George Washington University School of Law, *with honors*.

Cyle Cramer is a member of the individual rights team where he represents clients in employment matters including whistleblower retaliation and discrimination claims. Prior to joining Nichols Kaster, Cyle honed his practice representing clients against railroads of all sizes—from a small tourist railroad to some of the nation's largest Class I railroads. Cyle also successfully briefed and argued an appeal at the Ninth Circuit Court of Appeals against BNSF Railway. During law school, he completed an externship with the Minnesota Office of Administrative Law Judges. Prior to attending law school, Cyle worked for several years as a writer in the marketing department for a central Wisconsin based manufacturing company. Additionally, Cyle proudly served in the Minnesota Army National Guard from 2010 to 2016. **Education:** B.A., Hamline University with a Major in Sociology and Minors in Political Science and Communication Studies; J.D., Mitchell Hamline School of Law.

Patricia C. Dana is a member of Nichols Kaster's ERISA litigation team where she represents current and former employees whose retirement accounts have been shortchanged due to excessive fees, imprudent investments, employer self-dealing, and general mismanagement. Prior to joining Nichols Kaster, she clerked for Justice Anne McKeig on the Minnesota Supreme Court. During law school, she was an editor of the *University of St. Thomas Law Journal*, worked as a law clerk at Mid-Minnesota Legal Aid, clerked for Judge Michael Browne in Hennepin County District Court, and received the Judge Earl R. Larson Award for excellence in the study of federal law and practice. Prior to law school, Patty represented Medicare and Medicaid recipients in administrative appeals at The Legal Aid Society in New York. **Education:** B.A., Carleton College, *cum laude*; J.D., University of St. Thomas, *summa cum laude*.

Steve Eiden is a member of Nichols Kaster's ERISA litigation team where he both represents employees whose retirement accounts have been shortchanged due to excessive fees, imprudent investments, employer self-dealing, and general mismanagement and assists with case research and analysis related to the same for the group. Prior to joining Nichols Kaster, Steve worked at Thrivent Financial supporting a team of Wealth Advisors. During his time at Thrivent, Steve obtained his Series 7 General Securities Representative and Series 66 Uniform Combined State Law licenses while assisting in quantitative and qualitative investment research and due diligence. Steve holds a degree in financial economics and minor in mathematics in addition to his law degree. **Education:** B.A. Gustavus Adolphus

College, 2015, *magna cum laude*, J.D. University of St. Thomas School of Law, 2021, *magna cum laude*.

Kate Fisher is Senior Counsel at Nichols Kaster, PLLP. Kate focuses her practice on representing Plaintiff-Relators in False Claims Act cases. Prior to this role, she served as the Case Development Attorney for Civil Rights and Impact Litigation Practice Group, where investigated new cases and worked with other members of the Group to advance litigation. Additionally, Kate formerly served as an Associate Attorney for the firm's Individual Practice Group, where she represented employees in a wide range of employment-related matters, including but not limited to, allegations of discrimination, harassment, retaliation, violations of the Family and Medical Leave Act, and whistleblower claims. In addition to her practice, Kate has also served as an Adjunct Professor at St. Thomas Law School and Mitchell Hamline School of Law. **Education:** B.A. College of St. Catherine 2006 summa cum laude; J.D. University of St. Thomas School of Law 2011 cum laude.

Jacob C. Harksen is a member of the Firm's Individual Rights practice. He represents clients in employment matters, including harassment, retaliation, and discrimination claims. Jacob previously represented workers and their unions while working for Seattle, Washington firm and as in-house counsel for a nurses' union. Prior to joining Nichols Kaster, Jacob clerked for the Honorable Eric C. Tostrud of the United States District Court for the district of Minnesota. **Education:** Jacob graduated magna cum laude from the University of Minnesota Law School, where he completed a concentration in labor and employment law. During law school, he served as the Editor-in-Chief of the ABA Journal of Labor & Employment Law, interned for the National Labor Relations Board, taught Legal Writing as a Student instructor, and earned multiple awards for his legal writing and achievements in labor law. Prior to attending law school, Jacob earned his Master of Arts degree in creative writing and worked as a bookseller in Seattle, Washington.

Joshua R. O'Neill is a member of Nichols Kaster's Civil Rights and Impact Litigation Team where Josh litigates class action cases involving discrimination, fraud, and other unfair business practices on behalf of employees, students, and other individuals. He has experience representing individuals, employees, and consumers in complex class and collective actions, including challenging disability-based discrimination and unfair business practices. **Education:** B.A. Grinnell College; J.D. University of Minnesota Law School.

Caitlin L. Opperman is a member of Nichols Kaster's National Wage and Hour Litigation team, advocating for the rights of workers seeking unpaid wages in class and collective actions across the country. Caitlin also represents individual employees in discrimination disputes. Prior to joining the firm, Caitlin clerked for the Honorable Eric C. Tostrud of the United States District Court for the District of Minnesota and the Honorable Matthew E. Johnson of the Minnesota Court of Appeals. During law school, Caitlin was a Robina Public Interest Scholar and worked as a student attorney at the Neighborhood Justice Center, Hennepin County Public Defender's Office, and University of Minnesota Child Advocacy and Juvenile Justice Clinic. She also served as a managing and research editor of the *Minnesota Law Review*, president of the Women's Law Student Association, a research assistant in Professor Francis X. Shen's Neurolaw Lab, and a student legal writing instructor. In 2018,

Caitlin received the ABA-Bloomberg BNA Excellence in Health Law Award. Prior to attending law school, Caitlin worked as a psychometrist in a neurology clinic. **Education:** B.A., Macalester College, 2012, *cum laude*; J.D. University of Minnesota Law School, 2018, *cum laude*.

Riley Palmer is a member of Nichols Kaster's individual rights litigation team and represents those who have experienced discrimination, whether at work, in public accommodation, or elsewhere. Riley represents plaintiffs in a wide range of issues, including discrimination, harassment, retaliation, and minority shareholder rights. Prior to joining the firm, Riley clerked for Alaska Superior Court Judge Amy Mead. During law school, Riley interned with Wisconsin Supreme Court Justice Rebecca Dallet, served as a managing editor of the *Wisconsin Law Review*, co-president of the Queer Law Students Association, and as a clinical student in the school's eviction defense clinic. While a law student, Riley also volunteered for Trans Law Help Wisconsin where she spearheaded various initiatives to help transgender Wisconsinites know their rights and better access resources. She was later appointed to sit on the organization's Board of Directors from 2021–22. Riley received multiple awards for pro bono service to this and other nonprofit organizations. Prior to attending law school, Riley held various retail and customer service positions, worked in local government, in rural civil legal aid, and at a leading New York law firm. **Education:** B.A. Bates College 2016; J.D. University of Wisconsin Law School 2022, *cum laude*.

Alexandra M. Robinson is an associate attorney on the firm's wage and hour team, where she is committed to making sure workers are paid fairly for their labor. Prior to joining Nichols Kaster, Lexie worked as an Assistant Attorney General for the Minnesota Attorney General's Office in their civil litigation practices, gaining experience in the courtroom and in front of the Minnesota Court of Appeals. She graduated from the University of Minnesota School of Law where she was both a Saeks Residency Fellow and Cooper Fellow. She also received the 2023 Minnesota State Bar Association's Bernard P. Becker Student Volunteer Award for her commitment to serving low-income communities. During law school, Lexie gained additional experience interning with Mid-Minnesota Legal Aid, Southern Minnesota Regional Legal Services, and the American Civil Liberties Union of Minnesota protecting the rights of the most vulnerable Minnesotans. Prior to law school, Lexie represented Social Security Disability and Medicaid recipients in administrative proceedings at Legal Aid Society of Greater Cincinnati. She continues to work with Southern Minnesota Regional Legal Services as a volunteer attorney in their housing clinic. **Education:** B.A., Brown University, 2017; J.D. University of Minnesota Law School, 2023

Gerald C. Robinson is Of Counsel in Nichols Kaster's Qui Tam practice group representing whistleblowers under the False Claims Act. After doing complex commercial litigation for several years, since 2005 Gerald's practice has been devoted exclusively to representing whistleblowers under the federal False Claims Act and similar laws. During that time, the cases he has worked on have recovered over \$700 million for the Government. Gerald has represented whistleblowers in a wide range of industries, including pharmaceutical and medical device manufacturers, commercial and retail

pharmacies, health care, defense contractors, and higher education. His cases have also tackled a wide-range of fraudulent schemes, including fraudulent inducement, kickbacks, bribery, price manipulation, medical upcoding, off-label marketing of drugs, loan and grant fraud, and goods and services that were substandard or never provided. Gerald has been a member of the whistleblower attorney group Taxpayers Against Fraud since 2005. Gerald is licensed in Minnesota, New Jersey and the District of Columbia, and is admitted to practice before the federal courts of appeals for the Third, Fourth, Eighth, Ninth and D.C. Circuits, and the United States Supreme Court. Gerald has briefed several dozen dispositive and other motions to federal District Courts, has briefed and argued three federal appeals, and petitioned one case to the U.S. Supreme Court. *Education:* B.A. University of Minnesota 1987, *cum laude*, Phi Beta Kappa, Phi Kappa Phi, Omicron Delta Kappa, Mortar Board, Golden Key; J.D. University of Minnesota Law School 1990.

Martin A. Sandberg is a member of the Qui Tam practice group representing whistleblowers in False Claims Act litigation who challenge fraudulent activity that corporations undertake. Martin also represents classes of employees and unserved communities in the Civil Rights and Impact Litigation practice group. Prior to joining Nichols Kaster, Martin worked briefly as a criminal defense attorney and clerked for the Honorable Richelle M. Wahi in the First Judicial District of Minnesota. In school, Martin externed with the St. Croix County District Attorney's Office, B.K. Law Group, and the Legal Assistance to Minnesota Prisoners Clinic. Martin was also a teaching assistant for Constitutional Law and is published in the Mitchell Hamline Law Rivew, where he was an associate and contributing editor. *Education:* A.A. University of Wisconsin-Barron County 2016, *magna cum laude*; B.A. University of Wisconsin-Eau Claire 2018, *magna cum laude*, Phi Sigma Alpha Political Science Honor Society, Omega Greek Honor Society, Delta Sigma Phi; J.D. Mitchell Hamline School of Law 2022, *cum laude*.

Daniel P. Suitor is a member of Nichols Kaster's ERISA litigation team, which works to protect employees' hard-earned retirement savings from mismanagement and malfeasance by employers and financial companies. Prior to joining the firm, Daniel worked as a Housing Attorney for HOME Line, a Minnesota-based tenants' rights nonprofit, defending tenants in eviction cases and working on state and local legislative policy issues. While in law school, Daniel's student note surveying the civil rights of unhoused people was published in the first issue of Minnesota Law Review Volume 106, and subsequently selected as the winner of the Steven M. Block Prize for Most Outstanding Article by a Graduating Student in the Area of Civil Rights and Civil Liberties. *Education:* B.S., Worcester Polytechnic Institute, 2019, J.D., University of Minnesota Law School, 2022.

EXHIBIT E

Date	Work_Description__m_	Amount
2/24/2023	Check issued to Case Anywhere - Filing fees	\$1,506.17
3/1/2023	Check issued to Kristine Nelson - Mailing reimbursement - PAGA Notice	\$17.15
3/6/2023	Westlaw	\$3.55
3/8/2023	Check issued to Kristine Nelson - PAGA Complaint Submission to LWDA 2/24	\$75.00
3/10/2023	Check issued to Pro Legal Support Services, Inc - Courier service - American Airlines, Inc	\$135.00
4/6/2023	Check issued to Case Anywhere - Filing fees	\$15.20
4/10/2023	Westlaw	\$25.74
4/19/2023	Check issued to Case Anywhere - Filing fees	\$11.00
4/19/2023	Check issued to Case Anywhere - Filing fees	\$15.20
5/5/2023	Westlaw	\$61.09
5/12/2023	Check issued to Case Anywhere - Filing fee	\$15.20
5/16/2023	Check issued to Case Anywhere - Filing fee	\$11.00
5/18/2023	Check issued to Case Anywhere - Filing fee	\$35.98
6/13/2023	Westlaw	\$2.99
8/4/2023	Westlaw	\$25.55
8/5/2023	Check issued to Case Anywhere - Filing fee	\$147.60
9/7/2023	Westlaw	\$10.82
11/5/2023	Check issued to Case Anywhere - Filing fee	\$135.00
11/10/2023	Westlaw	\$23.79
12/5/2023	Westlaw	\$21.57
12/20/2023	Check issued to Michele R Fisher - CaseAnywhere filing fees	\$15.66
1/9/2024	Check issued to Case Anywhere - Filing fee	\$15.66
1/10/2024	Westlaw	\$21.03
2/3/2024	Check issued to Case Anywhere - Filing fee	\$135.00
3/28/2024	Check issued to Case Anywhere - Filing fee	\$11.33
3/29/2024	Check issued to Case Anywhere - Filing fee	\$15.66
3/29/2024	Postage	\$0.64
4/8/2024	Westlaw	\$92.44
4/24/2024	Check issued to Case Anywhere - Filing fee	\$15.66
5/7/2024	Check issued to Case Anywhere - Filing fee	\$135.00
5/9/2024	Westlaw	\$42.54
6/6/2024	Westlaw	\$16.58
6/24/2024	Check issued to Fuchsman Mediation, LLC - Mediation services	\$5,000.00
7/9/2024	Westlaw	\$169.91
7/31/2024	Relativity - Monthly costs	\$1.61
8/3/2024	Check issued to Case Anywhere - System access fee	\$135.00
8/7/2024	Westlaw	\$39.22
8/29/2024	Check issued to Case Anywhere - Filing fee	\$15.66
8/31/2024	Postage	\$0.97
8/31/2024	Relativity - Monthly costs	\$1.61
9/5/2024	Westlaw	\$132.91
9/19/2024	Check issued to Case Anywhere - Filing fees	\$15.66
9/19/2024	Check issued to Case Anywhere - Filing fees	\$36.26
9/20/2024	Check issued to Case Anywhere - Filing fees	\$15.66
9/20/2024	Check issued to Case Anywhere - Filing fees	\$15.66
9/23/2024	Check issued to Case Anywhere - Filing fees	\$15.66
9/30/2024	Relativity - Monthly costs	\$1.61
10/8/2024	Westlaw	\$5.40

10/31/2024	Relativity - Monthly costs	\$1.61
11/5/2024	Check issued to Case Anywhere - System access fee	\$135.00
11/11/2024	Westlaw	\$4.92
11/30/2024	Relativity - Monthly costs	\$1.61
11/30/2024	Westlaw	\$21.44
12/11/2024	Check issued to Case Anywhere - Filing fee	\$17.25
12/18/2024	Check issued to Case Anywhere - Filing fee	\$17.25
12/31/2024	Relativity - Monthly costs	\$1.61
1/16/2025	Westlaw	\$8.25
1/31/2025	Relativity - Monthly costs	\$1.61
2/3/2025	Check issued to Case Anywhere - System access fee	\$147.00
2/4/2025	Westlaw	\$10.90
		\$8,783.05

EXHIBIT F

February 24, 2023

VIA ELECTRONIC FILING:

Labor and Workforce Development Agency
Attn: PAGA Administrator
1515 Clay Street, Suite 801
Oakland, CA 94612

VIA CERTIFIED U.S. MAIL:

American Airlines, Inc.
1 Skyview Drive
MD8B503
Corporate Secretary
Fort Worth, TX 76155

RE: PAGA Claims against American Airlines, Inc.

Dear PAGA Administrator:

Pursuant to the Private Attorneys General Act of 2004 ("PAGA"), California Labor Code Sections 2698, *et seq.*, this letter is sent on behalf of Daniel Grentz, and on behalf of similarly situated individuals working as California-based flight attendants for American Airlines, Inc. ("Defendant"). Mr. Grentz is represented by the law firm of Nichols Kaster, LLP.

Defendant American Airlines, Inc. is a Texas company doing business in California and throughout the United States. Defendant employs flight attendants, including Mr. Grentz, to perform services on flights to and from the State of California. Mr. Grentz, and hundreds of other flight attendants, are based at Los Angeles International Airport ("LAX"). Until recently, Defendant also employed flight attendants based at San Francisco International Airport and at its Sacramento International satellite base. Due to Defendant's flight schedules. Mr. Grentz and other flight attendants based at California airports do not spend more than 50% of their work time in any one state.

Defendant pays flight attendants, including Mr. Grentz, based on credits hours earned during his flights. The number of credit hours earned is always less than the number of hours flight attendants like Mr. Grentz are on duty and working.

Defendant pays Mr. Grentz and other flight attendants twice a month. The paycheck Defendant delivers on or about the 30th of the month provides pay for 37.5 credited hours over

the course of the month. The paycheck Defendant delivers on or about the 15th of the month provides pay for the balance of the credited hours earned in the previous month.

By way of example, if a flight attendant earned 80 credit hours in the month of November, the paycheck delivered on or about November 30 would pay 37.5 credit hours earned in November, and the paycheck delivered on or about December 15 would provide pay for the remaining 42.5 credit hours earned in November.

Defendant provides wage statements to Mr. Grentz and other flight attendants based at California airports. Defendant's wage statements issued on the 30th of the month identify 37.5 credit hours as the hours paid in the pay period. Defendant's wage statements issued on the 15th of the month identify the additional credit hours paid for the previous month. These wage statements do not identify the total hours worked in the previous month or in the pay period covered by the wage statement. As a result, Defendant's wage statements never report the total hours Mr. Grentz or other flight attendants worked.

Defendant's failure to provide Mr. Grentz and other California-based flight attendants violates, among other things, Section 226 of the California Labor Code. Mr. Grentz alleges that these violations are ongoing and continuing and that they affected and continue to affect current and former California-based flight attendants who work or have worked for Defendant at any time on or after the date that is one year prior to the filing of this letter.

On behalf of my client and similarly aggrieved former and current California-based flight attendants employed by Defendant, we request that the LWDA investigate the alleged violations, or provide timely notice to the undersigned if it chooses not to investigate the allegations. By copy of this letter, notice is being provided to Defendant at their corporate offices. Defendant is hereby notified of our client's intent to seek PAGA penalties in the event the LWDA declines to do so.

Please consider this letter as the notice required by California Labor Code § 2699.3. Enclosed is a copy of the complaint Mr. Grentz has filed in this matter, which sets forth Defendant's violations in more detail. Mr. Grentz incorporates that complaint into this notice.

Thank you for your attention to this matter.

Sincerely,



Matthew Helland, Esq.
Nichols Kaster, LLP

Enc.

Electronically FILED by Superior Court of California, County of Los Angeles on 02/22/2023 03:33 PM David W. Slayton, Executive Officer/Clerk of Court, by G. Carini, Deputy Clerk

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helland@nka.com
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Attorneys for Plaintiffs and the putative class

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

Daniel Grentz, individually, on behalf of others
similarly situated, and on behalf of other
aggrieved employees,

Plaintiffs,

v.

American Airlines, Inc.,

Defendant.

Case No. 23STCV03941

**CLASS ACTION COMPLAINT FOR
DAMAGES, PENALTIES, AND
INJUNCTIVE RELIEF**

**(1) Wage Statement Penalties (Cal.
Lab. Code § 226)**

PRELIMINARY STATEMENT

1. This is a class action brought by Individual and Representative Plaintiff Daniel Grentz (“Grentz”), on his own behalf and on behalf of the proposed class. Plaintiff and putative Class Members are or were employed as flight attendants by Defendant American Airlines, Inc. (“American Airlines”) and were based at California airports. As outlined in this complaint, Defendant American Airlines violated the California Labor Code by, among other things, failing to provide Plaintiff and putative Class Members with wage statements that complied with California law.

2. American Airlines’ competitors have been litigating the applicability of the California Labor Code to flight personnel, such as pilots and flight attendants, for over eight years. That litigation has resulted in two California Supreme Court decisions, several Ninth Circuit decisions, and many federal district court decisions, with the end result being that flight personnel who are based on California and who do not spend more than half their work time in any one state are covered by the California Labor Code. This litigation has played out in public, has been widely reported, and has included amicus curie briefs filed by trade groups such as Airlines for America, which purports to represent the nation’s leading passenger and cargo airlines.

3. In the wake of this litigation, there is no room for dispute regarding the applicability of the California Labor Code’s wage statement requirements to flight personnel based at California airports. And yet, American Airlines continues to knowingly and intentionally violate California law by failing to include, among other things, the total hours worked on flight attendants’ wage statements.

4. The Class is made up of all persons who have been employed by Defendant as flight attendants based at California airports at any time with one year prior to this action’s filing date through the trial of this action (the “Class Period”).

5. During the Class Period, Defendant failed to provide compliant wage statements to Plaintiff and each member of the putative class as required by state law. Plaintiff seeks relief for the class under the California Labor Code to remedy Defendant’s failure to provide accurate, itemized wage statements. Plaintiff seeks payment of wage statement penalties, injunctive relief

1 requiring compliance with California Law, and attorneys' fees and costs.

2 **THE PARTIES**

3 6. Individual and representative Daniel Grentz is an individual residing in San Diego,
4 California (San Diego County). He is employed by Defendant as a flight attendant based at Los
5 Angeles International Airport ("LAX"), and has been so employed for over 20 years. Plaintiff
6 Grentz typically flies a domestic schedule of nationwide flights. He rarely flies routes that stay
7 within California.

8 7. Defendant American Airlines, Inc. is a Delaware corporation headquartered in Fort
9 Worth, Texas. American Airlines operates out of numerous airports throughout the country,
10 including LAX. Defendant operates flights throughout the country.

11 **JURISDICTION AND VENUE**

12 8. This Court has jurisdiction over all causes of action asserted herein pursuant to the
13 California Constitution, Article VI, Section 10, which grants the Superior Court original
14 jurisdiction in all cases except those given to other trial courts.

15 9. Venue in Los Angeles is proper under California Code of Civil Procedure § 395.5
16 because Defendant's unlawful conduct occurred in this County, Defendant conducts substantial
17 business in this County, a substantial part of the transactions at issue took place in this County, and
18 Defendant's liability arose in, in part, in this County.

19 10. The amount in controversy herein, excluding interest, costs, penalties, and
20 attorneys' fees, exceeds the minimum jurisdictional limit of this court.

21 **FACTUAL ALLEGATIONS**

22 11. During the applicable statutory period, Plaintiff and Class Members worked as flight
23 attendants for Defendant. Defendant, through its policies, practices, and supervisors, directed the
24 work activity of Plaintiff and other flight attendants.

25 12. Due to Defendant's flight routes and schedules, Plaintiff and other California-based
26 flight attendants do not spend more than 50% of the work time in any one state.

27 13. Defendant pays Plaintiff and Class Members based on "credited hours." For most
28 flights, the credited hours are measured "block-to-block," which means the time starting when the

1 aircraft moves away from the departure gate at the start of a flight until the time it comes to a stop
2 at the arrival gate. The block-to-block time is sometime referred to as “block hours.”

3 14. Plaintiff’s and other flight attendants’ work hours are longer than their block hours.
4 For example, Defendant requires that Plaintiff and other flight attendants report for duty at least
5 one hour prior to the scheduled departure of their first flight of the day.

6 15. According to Defendant, Plaintiff’s and other flight attendants’ “duty time” starts at
7 the report time before the scheduled departure of the flight attendant’s first flight of the day,
8 continues until 15 to 30 minutes after the arrival of the flight attendant’s last flight of the day, and
9 includes time on the ground between flights.

10 16. For purposes of California law, duty time is work time.

11 17. Plaintiff and other flight attendants sometimes earn additional credit hours, on top
12 of block hours, through various adjustments known as “rigs.” However, credited hours are always
13 less than the duty time, and therefore are always less than the total hours worked.

14 18. Defendant pays Plaintiff and other flight attendants twice a month.

15 19. The paycheck Defendant delivers on or about the 30th of the month provides pay for
16 37.5 credited hours over the course of the month.

17 20. The paycheck Defendant delivers on or about the 15th of the month provides pay for
18 the balance of the credited hours earned in the previous month.

19 21. By way of example, if a flight attendant earned 80 credit hours in the month of
20 November, the paycheck delivered on or about November 30 would pay 37.5 credit hours earned
21 in November, and the paycheck delivered on or about December 15 would provide pay for the
22 remaining 42.5 credit hours earned in November.

23 22. Defendant provides wage statements to Plaintiff and other flight attendants based at
24 California airports.

25 23. Defendant’s wage statements issued on the 30th of the month identify 37.5 credit
26 hours as the hours paid in the pay period. The wage statements do not identify the total hours
27 worked in the pay period.

28 24. Defendant’s wage statements issued on the 15th of the month identify the additional

1 credit hours paid for the previous month. The wage statements do not identify the total hours
2 worked in the previous month or the previous pay period.

3 25. As a result, Defendant's wage statements never report the total hours Plaintiff or
4 other flight attendants worked.

5 26. On June 29, 2020, the California Supreme Court held that the Railway Labor Act
6 exemption, present in Industrial Welfare Commission Wage Order Number 9, does not preempt
7 wage statement claims under California Labor Code section 226 brought by unionized flight
8 attendants. *Ward v. United Airlines, Inc.* (2020) 9 Cal. 5th 732, 749.

9 27. In that same opinion, the California Supreme Court held that California Labor Code
10 section 226 applies to wage statements provided to transportation workers who do not work more
11 than 50% of their time in one state, and for whom their base of operations is in California. *Id.* at
12 760-61.

13 28. On February 2, 2021, the United States Court of Appeals for the Ninth Circuit held
14 that application of Labor Code section 226 to pilots and flight attendants does not violate the
15 dormant Commerce Clause of the United States constitution. *See Ward v. United Airlines, Inc.* (9th
16 Cir. 2021) 986 F.3d 1234, 1242; *Oman v. Delta Air Lines, Inc.* (9th Cir. 2021) 835 F. App'x 272,
17 273, *cert. denied* (2022) 142 S. Ct. 755.

18 29. The Ninth Circuit also held that application of Labor Code section 226 to pilots and
19 flight attendants was not preempted by the Airline Deregulation Act or the Railway Labor Act.
20 *Ward*, 986 F.3d at 1243-44. United Airlines did not petition the United States Supreme Court for a
21 writ of certiorari after this decision.

22 30. Delta Air Lines did file a petition for a writ of certiorari in the *Oman* case. The
23 United States Supreme Court denied that petition on January 10, 2022. *Delta Air Lines, Inc. v.*
24 *Oman* (2022) 142 S. Ct. 755.

25 31. On February 23, 2021, a separate panel of the Ninth Circuit also held that that the
26 dormant Commerce Clause does not prevent application of the California Labor Code to flight
27 attendants. *Bernstein v. Virgin Am., Inc.*, 3 F.4th 1127, 1136 (9th Cir. 2021), *cert. denied* (2022)
28 142 S. Ct. 2903.

1 32. On July 9, 2018, the United States District Court for the Northern District of
2 California held that Virgin America’s failure to include the rates of pay and total hours worked on
3 flight attendant wage statements constituted a knowing and intentional violation of the labor code.
4 *Bernstein v. Virgin America, Inc.* (N.D. Cal., July 9, 2018, No. 15-CV-02277-JST) 2018 WL
5 3344316, at *6, *aff’d in part, rev’d in part and remanded* (9th Cir. 2021) 990 F.3d 1157.

6 33. On November 10, 2021, the United States District Court for the Northern District of
7 California held that the Labor Code’s requirement to report total hours worked and hourly rates of
8 pay applies to flight attendants paid under credit-based payment structures. *See Booher v. JetBlue*
9 *Airways* (N.D. Cal. Nov. 10, 2021, No. 15-cv-01203-JSW) slip op. at 6.

10 34. On July 8, 2022, the United States District Court for the Northern District of
11 California held that Delta’s failure to provide its flight attendants with wage statements showing,
12 among other things, the total hours worked, was a knowing and intentional violation of the Labor
13 Code as of January 10, 2022 (the date the United States Supreme Court denied Delta’s petition).
14 *Oman v. Delta Air Lines, Inc.* (N.D. Cal. July 8, 2022, No. 15-CV-00131-WHO) 2022 WL
15 4596624, at *14.

16 35. Despite the now-clear legal authority that Labor Code Section 226 applies to flight
17 attendants based in California, Defendant fails to report the total hours worked on the wage
18 statements it issues to Plaintiff and other flight attendants.

19 36. Defendant modified its wage statements several years ago, but did not start listing
20 the total hours worked at that time.

21 37. Defendant’s failure to list the total hours worked on its wage statements constitutes
22 a knowing and intentional violation of California law.

23 **CLASS ALLEGATIONS**

24 38. Plaintiff brings this action as a class action pursuant to California Code of Civil
25 Procedure § 382 on behalf of the following defined class:

26 All Persons who are or have been employed by Defendant as flight attendants based
27 at California airports at any time within one year prior to this action’s filing date
28 through the trial of this action.

1 39. Plaintiff seeks certification of this lawsuit as a class action, in order that Plaintiff's
2 rights and the rights of the Class Members relating to Defendant's failure to provide complete and
3 accurate wage statements, the amount of penalties owed, the issuance of an injunction and
4 Plaintiff's attorneys' fees and costs any other damages due, may be resolved fairly, efficiently, and
5 consistently.

6 40. This action is brought pursuant to California Code of Civil Procedure § 382 because
7 there is a well-defined community of interest in the litigation and the proposed class is easily
8 ascertainable. There are hundreds of flight attendants in the proposed class. A class action is
9 appropriate because there exists an ascertainable and sufficiently numerous class, there is a well-
10 defined community of interest, and proceeding on a class-wide basis will have substantial benefits
11 and is superior to the alternatives.

12 41. *Numerosity.* The size of the class makes a class action both necessary and efficient.
13 The class consists of thousands of current and former employees. Members of the class are
14 ascertainable through Defendant's records, and are so numerous that joinder is impracticable.

15 42. *Predominant Common Questions of Law and Fact.* The issues surrounding this
16 lawsuit present common questions of law and fact, and these common questions predominate over
17 the variations, if any, which may exist between members of the class. These common questions of
18 law and fact include, without limitation:

- 19 a. Whether Defendant failed to provide accurate itemized wage statements to Class
20 Members as required by Labor Code section 226;
21 b. Whether Defendant's failure to provide accurate itemized wage statements was
22 knowing and intentional.
23 c. The amount of penalties due to Plaintiff and Class Members.

24 43. *Typicality.* Plaintiff's interests in the subject matter and remedy sought are typical
25 of those of the other putative class members. Plaintiff and other members of the class were
26 employed during the Class Period, based at California airports, and received wage statements that
27 did not disclose the total hours worked. Plaintiff and Class Members sustained injuries arising out
28 of and caused by Defendant's common course of conduct in violation of law as alleged herein.

44. *Adequacy.* Plaintiff is able to fairly and adequately represent and protect the interests of the class, because Plaintiff's individual interests are consistent with, and not antagonistic to, the interests of the classes, and because Plaintiff has retained counsel who possess the requisite resources and ability to prosecute this case as a class action. Plaintiff's counsel is competent and experienced in litigating large wage and hour class actions.

45. *Predominance.* Defendant has engaged in a common practice of issuing incomplete wage statements to Plaintiff and Class Members. The common issues arising from this conduct that affect Plaintiff and Class Members predominate over any individual issues. Adjudication of these common issues in a single action has important and desirable advantages of judicial economy.

46. *Superiority.* Individual actions by each member of the class injured or affected would result in a multiplicity of actions, and potentially inconsistent judgments, creating a hardship to Plaintiff, the Class Members, to the Court, and to Defendant. The damages suffered by the individual Class Members are small compared to the expense and burden of vigorous individual prosecution of this litigation against a corporate Defendant. Accordingly, a class action is the superior method for the fair and efficient adjudication of this lawsuit and distribution of the common fund to which the class is entitled.

47. Plaintiffs intend to send notice to all members of the class.

FIRST CLAIM FOR RELIEF

FAILURE TO PROVIDE ITEMIZED WAGE STATEMENTS

(Labor Code § 226)

(On Behalf of Plaintiff and the Class)

48. Plaintiff and Class Members allege and incorporate by reference the allegations in the preceding paragraphs.

49. Pursuant to Labor Code section 226, employers, including Defendant, must provide their employees an accurate, written, itemized wage statement with each paycheck. The wage statement must show, among other things, the total hours worked by employees.

50. By failing to itemize the number of hours Plaintiff and other Class Members worked, Defendant knowingly and intentionally failed to provide Plaintiff and Class Members with the required accurate, written, itemized wage statements.

51. Pursuant to Labor Code section 226, Plaintiffs and Class Members have suffered injury as a result of Defendant's failure to provide accurate, written, itemized wage statements because one cannot not promptly and easily determine the total hours worked by reference to the wage statement alone.

52. Defendant has committed and continues to commit the acts alleged herein knowingly and willfully, with the wrongful and deliberate intention of injuring Plaintiff and Class Members, in conscious disregard of Plaintiff's and Class Members' rights.

53. Plaintiff and Class Members are entitled to all actual and statutory damages and penalties available for these violations under Labor Code section 226(e).

54. Plaintiff and Class Members are also entitled to an injunction requiring compliance with Labor Code section 226, as well as their attorneys' fees and costs.

PRAYER FOR RELIEF

WHEREFORE, Plaintiff, on behalf of himself and all members of the Class he seeks to represent, prays for relief as follows:

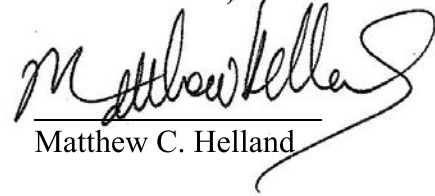
- A. Certification of this action as a class action under California Code of Civil Procedure § 382;
- B. Designation of Plaintiff as class representative;
- C. Appointment of Nichols Kaster, LLP as class counsel;
- D. Appropriate statutory penalties;
- E. An injunction requiring that Defendant comply with Labor Code section 226 for flight personnel based at California airports.
- F. Leave to amend the complaint under California's Private Attorney General Act ("PAGA") after exhaustion of administrative remedies;
- G. Attorneys' fees and costs of suit, including expert fees, pursuant to California Labor Code section 226(h) and/or other applicable law; and

H. Such other equitable relief as the Court may deem just and proper.

Dated: February 22, 2023

NICHOLS KASTER, LLP

By:



Matthew C. Helland

Attorneys for Plaintiffs and Others Similarly Situated

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| ☐ Adult Signature Restricted Delivery | \$ | \$0.00 |

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American Airlines Inc

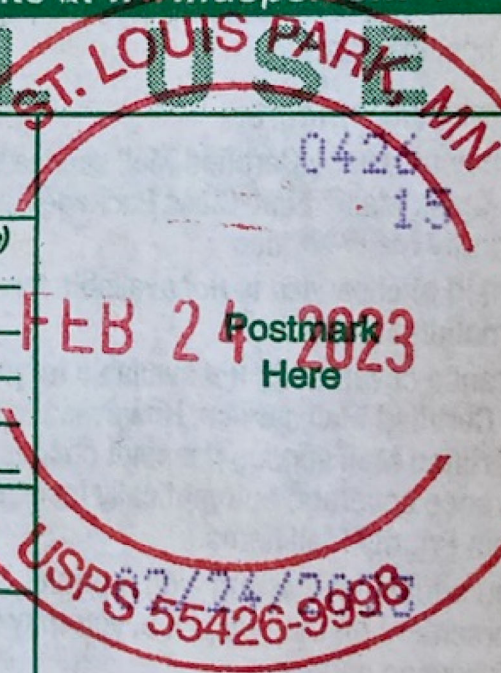
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1 Skyway Drive MD8B503 Corporate Secretary
Fort Worth TX 76155

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