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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES – SPRING STREET COURTHOUSE

JAMIE SANDOVAL and VICTOR
RODRIGUEZ, individually, and on behalf of
other members of the general public similarly
situated;

Plaintiffs,

vs.

NEILL AIRCRAFT CO., a California
corporation; and DOES 1 through 100,
inclusive,

Defendants.

Case No.: 21STCV29248

Honorable Elihu M. Berle
Department 6

CLASS ACTION

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

Date: October 9, 2024
Time: 9:00 a.m.
Department: 6

Complaint Filed: August 9, 2021
FAC Filed: February 15, 2022
Trial Date: None Set

1 This matter has come before the Honorable Elihu M. Berle in Department 6 of the Superior
2 Court of the State of California, for the County of Los Angeles, on October 9, 2024, at 9:00 a.m. for
3 Plaintiffs' Motion for Preliminary Approval of Class Action and PAGA Settlement. Lawyers *for*
4 Justice, PC appears as counsel for Plaintiffs Jamie Sandoval and Victor Rodriguez (together,
5 "Plaintiffs" or "Class Representatives"), individually and on behalf of all others similarly situated
6 and other aggrieved employees and Sheppard, Mullin, Richter & Hampton LLP appears as counsel
7 for Defendant Neill Aircraft Co. ("Defendant").

8 The Court, having carefully considered the papers, argument of counsel, and all matters
9 presented to the Court, and good cause appearing, hereby GRANTS Plaintiffs' Motion for
10 Preliminary Approval of Class Action and PAGA Settlement.

11 **IT IS HEREBY ORDERED THAT:**

12 1. The Court preliminarily approves the Joint Stipulation of Class Action and PAGA
13 Settlement (Settlement," "Agreement," or "Settlement Agreement"), attached as "**EXHIBIT 1**" to
14 the Declaration of Vartan Madoyan in Support of Plaintiffs' Motion for Preliminary Approval of
15 Class Action and PAGA Settlement. This is based on the Court's determination that the Settlement
16 appears to fall within the range of possible approval as fair, adequate, and reasonable.

17 2. This Order incorporates by reference the definitions in the Settlement Agreement,
18 and all capitalized terms defined therein shall have the same meaning in this Order as set forth in the
19 Settlement Agreement.

20 3. It appears to the Court on a preliminary basis that the Settlement is fair, adequate
21 and reasonable. It appears to the Court that extensive investigation and research have been
22 conducted such that counsel for the parties at this time are able to reasonably evaluate their respective
23 positions. It further appears to the Court that the Settlement, at this time, will avoid substantial
24 additional costs by all parties, as well as avoid the delay and risks that would be presented by the
25 further prosecution of the case. It further appears that the Settlement has been reached as the result
26 of intensive, serious and non-collusive, arms-length negotiations, and was entered into in good faith.

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1 4. The Court preliminarily finds that the Settlement, including the allocations for the
2 Attorneys' Fees and Costs, Enhancement Payments, PAGA Amount, Settlement Administration
3 Costs, and payments to the Settlement Class Members and PAGA Members provided thereby,
4 appear to be within the range of reasonableness of a settlement that could ultimately be given final
5 approval by this Court. Indeed, the Court has reviewed the monetary recovery that is being granted
6 as part of the Settlement and preliminarily finds that the monetary settlement awards made available
7 to the Class Members and PAGA Members are fair, adequate, and reasonable when balanced against
8 the probable outcome of further litigation relating to certification, liability, and damages issues.

9 5. The Court concludes that, for settlement purposes only, the proposed Class meets
10 the requirements for certification under section 382 of the California Code of Civil Procedure in
11 that: (a) the Class is ascertainable and so numerous that joinder of all members of the Class is
12 impracticable; (b) common questions of law and fact predominate, and there is a well-defined
13 community of interest amongst the members of the Class with respect to the subject matter of the
14 litigation; (c) Plaintiffs' claims are typical of the claims of the members of the Class; (d) Plaintiffs
15 will fairly and adequately protect the interests of the members of the Class; (e) a class action is
16 superior to other available methods for the efficient adjudication of the controversy; and (f) Class
17 Counsel is qualified to act as counsel for Plaintiffs in their individual capacity and as the
18 representative of the Class.

19 6. The Court conditionally certifies, for settlement purposes only, the Class, defined as
20 follows:

21 All current and former hourly-paid or non-exempt employees of Defendant within
22 the State of California at any time during the Class Period.

23 7. The Court provisionally appoints Arby Aiwazian, Joanna Ghosh, and Vartan
24 Madoyan of Lawyers *for* Justice, PC as counsel for the Class ("Class Counsel").

25 8. The Court provisionally appoints Plaintiffs Jamie Sandoval and Victor Rodriguez as
26 the representatives of the Class ("Class Representatives").

27 9. The Court provisionally appoints Simpluris to handle the administration of the
28 Settlement ("Settlement Administrator").

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1 10. Within thirty (30) calendar days of the date on which the Court enters this Order,
2 Defendant shall provide the Settlement Administrator with a list of each Class Member's full name,
3 last known mailing address, Social Security Number, the number of Workweeks worked as an
4 hourly-paid or non-exempt employee of Defendant in California during the Class Period and
5 during the PAGA Period, and such other information as is necessary for the Settlement
6 Administrator to calculate Workweeks during the Class Period and during the PAGA Period
7 (collectively, "Class List"), in conformity with the Settlement Agreement.

8 11. The Court approves, both as to form and content, the Notice of Class Action
9 Settlement ("Class Notice") attached hereto as "**EXHIBIT 1.**" The Class Notice shall be provided
10 to Class Members in the manner set forth in the Settlement Agreement. The Court finds that the
11 Class Notice appears to fully and accurately inform the Class Members of all material elements of
12 the Settlement, of Class Members' right to be excluded from the Class Settlement by submitting a
13 Request for Exclusion, of Class Members' right to dispute the Workweeks credited to each of them,
14 and of each Settlement Class Member's right and opportunity to object to the Class Settlement by
15 submitting a Notice of Objection to the Settlement Administrator. The Court further finds that
16 distribution of the Class Notice substantially in the manner and form set forth in the Settlement
17 Agreement and this Order, and that all other dates set forth in the Settlement Agreement and this
18 Order, meet the requirements of due process and shall constitute due and sufficient notice to all
19 persons entitled thereto. The Court further orders the Settlement Administrator to mail the Class
20 Notice in English and Spanish by First-Class U.S. mail to all Class Members within fourteen (14)
21 calendar days of receipt of the Class List, pursuant to the terms set forth in the Settlement Agreement.

22 12. The Court hereby preliminarily approves the proposed procedure, set forth in the
23 Settlement Agreement, for seeking exclusion from the Class Settlement. Any Class Member may
24 choose to be excluded from the Class Settlement by submitting a timely and valid Request for
25 Exclusion in conformity with the requirements set forth in the Class Notice, to the Settlement
26 Administrator, postmarked no later than the date that is sixty (60) calendar days from the initial
27 mailing of the Class Notice by the Settlement Administrator ("Response Deadline"), or, in the case
28 of a re-mailed Class Notice, the Response Deadline for that Class Member shall be extended by

1 fifteen (15) calendar days. Any such person who timely and validly chooses to opt out of, and be
2 excluded from, the Class Settlement will not be entitled to any recovery under the Class Settlement
3 and will not be bound by the Class Settlement or have any right to object, appeal, or comment
4 thereon. Nevertheless, all current and former hourly-paid or non-exempt employees of Defendant
5 within the State of California at any time during the PAGA Period (“PAGA Members”) will be
6 bound by the PAGA Settlement and will be issued their Individual PAGA Payment, irrespective of
7 whether they submit a Request for Exclusion. Class Members who do not submit a timely and valid
8 Request for Exclusion from the Class Settlement (i.e., Settlement Class Members) shall be bound
9 by the Settlement Agreement and any final judgment based thereon.

10 13. A Final Approval Hearing shall be held before this Court on
11 _____ at _____ a.m./p.m. in
12 Department 6 of the Superior Court of California for the County of Los Angeles, located at 312
13 North Spring Street, Los Angeles, California 90012, to determine all necessary matters concerning
14 the Settlement, including: whether the proposed settlement of the action on the terms and conditions
15 provided for in the Settlement is fair, adequate, and reasonable and should be finally approved by
16 the Court; whether a judgment, as provided in the Settlement, should be entered herein; whether the
17 plan of allocation contained in the Settlement should be approved as fair, adequate, and reasonable
18 to the Class Members and PAGA Members; and determine whether to finally approve the requests
19 for the Attorneys’ Fees and Costs, Enhancement Payments, Settlement Administration Costs, and
20 allocation for the PAGA Amount.

21 14. Class Counsel shall file a motion for final approval of the Settlement and for
22 Attorneys’ Fees and Costs, Enhancement Payments, Settlement Administration Costs, and allocation
23 for PAGA Amount, along with the appropriate declarations and supporting evidence, including the
24 Settlement Administrator’s declaration, within 16 court days prior to the Final Approval Hearing.

25 15. To object to the Class Settlement, a Class Member must submit their Notice of
26 Objection to the Settlement Administrator on or before the Response Deadline. The Notice of
27 Objection must be signed and must contain the information that is required, as set forth in the Class
28 Notice, including and not limited to the grounds for the objection. Settlement Class Members may

1 also present their objection orally at the Final Approval Hearing, regardless of whether they have
2 submitted a Notice of Objection.

3 16. The Settlement is not a concession or admission, and shall not be used against
4 Defendant as an admission or indication with respect to any claim of any fault or omission by
5 Defendant. Whether or not the Settlement is finally approved, neither the Settlement, nor any
6 document, statement, proceeding or conduct related to the Settlement, nor any reports or accounts
7 thereof, shall in any event be construed as, offered or admitted into evidence as, received as or
8 deemed to be in evidence for any purpose adverse to the Defendant, including, but not limited to,
9 evidence of a presumption, concession, indication or admission by Defendant of any liability, fault,
10 wrongdoing, omission, concession, or damage, except for legal proceedings concerning the
11 implementation, interpretation, or enforcement of the Settlement.

12 17. In the event the Settlement does not become effective in accordance with the terms
13 of the Settlement Agreement, or the Settlement is not finally approved, or is terminated, cancelled
14 or fails to become effective for any reason, this Order shall be rendered null and void, shall be
15 vacated, and the Parties shall revert back to their respective positions as of before entering into the
16 Settlement Agreement.

17 18. The Court reserves the right to adjourn or continue the date of the Final Approval
18 Hearing and any dates provided for in the Settlement Agreement without further notice to the Class
19 Members and PAGA Members, and retains jurisdiction to consider all further applications arising
20 out of or connected with the Settlement.

21 **IT IS SO ORDERED.**

22 Dated: _____

23 By: _____

24 The Honorable Elihu M. Berle
25 Judge of the Superior Court
26
27
28

EXHIBIT 1

NOTICE OF CLASS ACTION SETTLEMENT

PLEASE READ THIS NOTICE CAREFULLY.

You have received this Notice because Defendant's records indicate that you may be eligible to take part in the class action settlement reached in the below-referenced cases.

You do not need to take any action to receive a settlement payment.

This Notice is designed to advise you of your rights and options with respect to the settlement.

YOU ARE NOTIFIED THAT: A class and representative action settlement has been reached between Plaintiffs Jaime Sandoval ("Plaintiff Sandoval") and Victor Rodriguez ("Plaintiff Rodriguez") (collectively "Plaintiffs") and Defendant Neill Aircraft Co. ("Defendant") (Plaintiffs and Defendant are collectively referred to as the "Parties") in the case entitled *Jaime Sandoval v. Neill Aircraft Co.*, Case No. 21STCV29248, which may affect your legal rights. On [date of Preliminary Approval], the Court granted preliminary approval of the settlement and scheduled a hearing on [hearing date] at [hearing time] ("Final Approval Hearing") to determine whether or not the Court should grant final approval of the settlement.

I. IMPORTANT DEFINITIONS

"Class" mean all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the Class Period.

"Class Member" means a member of the Class.

"Class Period" is the time period from August 9, 2017 through July 17, 2023.

"Class Settlement" means the settlement and resolution of all Released Class Claims.

"PAGA Members" means all current and former hourly-paid or non-exempt employees of Defendant within the State of California at any time during the PAGA Period.

"PAGA Period" means the time period from May 9, 2022 through July 17, 2023.

"PAGA Settlement" means the settlement and resolution of the Released PAGA Claims.

II. BACKGROUND OF THE LAWSUIT

On August 9, 2021, Plaintiff Sandoval commenced a putative class action lawsuit by filing a Class Action Complaint for Damages in the Los Angeles County Superior Court, Case No. 21STCV29248 ("Class Action"). On February 15, 2022, Plaintiffs filed a First Amended Class Action Complaint for Damages ("First Amended Complaint") in the Action, adding Plaintiff Rodriguez as a named plaintiff. On May 9, 2023, Plaintiff Sandoval provided written notice to the California Labor and Workforce Development Agency ("LWDA") and Defendant of the specific provisions of the California Labor Code that Plaintiff contends were violated ("LWDA Notice"). On [date of filing], Plaintiffs filed a Second Amended Class Action Complaint for Damages and Enforcement Under the Private Attorneys General Act ("Second Amended Complaint") in the Action, adding a cause of action under PAGA. The term "Action" is defined collectively to include the Class Action, First Amended Complaint, Second Amended Complaint, and any amended complaints filed in the Class Action by Plaintiffs.

Plaintiffs allege that Defendant failed to properly pay minimum and overtime wages, provide compliant meal and rest breaks and associated premiums, timely pay wages during employment and upon termination of employment and associated waiting-time penalties, provide accurate wage statements, keep requisite payroll records, and reimburse business expenses, and thereby engaged in unfair business practices in violation of California Business & Professions Code Section 17200, *et seq.*, and conduct that gives rise to penalties under California Labor Code Sections 2698, *et seq.* ("PAGA"). Plaintiffs seek, among other things, recovery of unpaid wages and meal and rest period premiums, unreimbursed business expenses, restitution, penalties, interest, and attorneys' fees and costs.

Defendant has denied and continues to deny all of the allegations in the Action or that it violated any law, and contends that at all times it has complied with the law.

The Parties participated in mediation with a respected class action mediator, and as a result, the Parties reached a settlement. The Parties have since entered into the Joint Stipulation of Class Action and PAGA Settlement (“Settlement,” “Agreement,” or “Settlement Agreement”).

On [date of Preliminary Approval], the Court entered an order preliminarily approving the Settlement. The Court has preliminarily appointed [redacted] as the administrator of the Settlement (“Settlement Administrator”) and Plaintiffs as the representatives of the Class (“Class Representative”), and the following Plaintiffs’ attorneys as counsel for the Class (“Class Counsel”):

Arby Aiwarzian
Joanna Ghosh
Vartan Madoyan
Lawyers for Justice, PC
410 West Arden Avenue, Suite 203
Glendale, California 91203
Telephone: (818) 265-1020 / Fax: (818) 265-1021

If you are a Class Member, you do not need to take any action to receive an Individual Settlement Payment, but you have the opportunity to request exclusion from the Class Settlement (in which case you will not receive an Individual Settlement Payment), object to the Class Settlement, and/or dispute the Workweeks credited to you, if you so choose, as explained more fully in Sections III and IV below. If you are a PAGA Member, you do not need to take any action to receive an Individual PAGA Payment; you will not have the opportunity to object or seek exclusion from the PAGA Settlement and all PAGA Members will be bound to the PAGA Settlement if the Court grants final approval of the Settlement.

The Settlement represents a compromise and settlement of highly disputed claims. Nothing in the Settlement is intended or will be construed as an admission by Defendant that the claims in the Action have merit or that Defendant has any liability to Plaintiffs, Class Members, or PAGA Members. Plaintiffs and Defendant, and their respective counsel, have concluded and agree that, in light of the risks and uncertainties to each side of continued litigation, the Settlement is fair, reasonable, and adequate, and is in the best interests of Class Members, the State of California, and PAGA Members. The Court has made no ruling on the merits of the claims asserted in the Action and has determined only that certification of the Class for settlement purposes is appropriate under California law.

III. SUMMARY OF THE PROPOSED SETTLEMENT

A. Settlement Formula

The Total Settlement Amount is \$900,000.00. The portion of the Total Settlement Amount that is available for payment to Class Members is referred to as the “Net Settlement Amount.” The Net Settlement Amount will be the Total Settlement Amount less the following payments: (1) attorneys’ fees, in an amount not to exceed 35% of the Total Settlement Amount (i.e., \$315,000.00) and reimbursement of litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars and Zero Cents (\$35,000.00) (collectively, “Attorneys’ Fees and Costs”) to Class Counsel; (2) Enhancement Payments in an amount not to exceed Five Thousand Dollars and Zero Cents (\$5,000.00) to each Plaintiff for their services in the Action; (3) the amount of Eighty Thousand Dollars and Zero Cents (\$80,000.00) allocated toward civil penalties under the Private Attorneys General Act (“PAGA Amount”), of which the LWDA will be paid 75% (i.e., \$60,500) (“LWDA Payment”) and the remaining 25% (i.e., \$20,000) will be distributed to PAGA Members (“PAGA Member Amount”); and (4) Settlement Administration Costs in an amount not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00) to the Settlement Administrator.

Class Members are eligible to receive payment under the Class Settlement of their *pro rata* share of the Net Settlement Amount (“Individual Settlement Share”) based on the number of weeks each Class Member worked for Defendant as an hourly-paid or non-exempt employee in California during the Class Period (“Workweeks”). The Settlement Administrator has divided the Net Settlement Amount by the Workweeks of all Class Members to yield the “Estimated Workweek Value,” and multiplied each Class Member’s individual Workweeks by the Estimated Workweek Value to yield his or her estimated Individual Settlement Share that he or she may be eligible to receive under the Class Settlement (which is listed in Section

III.C below). Class Members who do not submit a timely and valid Request for Exclusion (“Settlement Class Members”) will be issued payment of their final Individual Settlement Payment.

Each Individual Settlement Share will be allocated as twenty percent (20%) wages, which will be reported on an IRS Form W-2, and eighty percent (80%) penalties, interest, and non-wage damages, which will be reported on an IRS Form 1099 (if applicable). Each Individual Settlement Share will be subject to reduction for the employee's share of payroll taxes and withholdings with respect to the wages portion of the Individual Settlement Share, resulting in a net payment to the Settlement Class Member (“Individual Settlement Payment”). The employer’s share of taxes and contribution in connection with the wages portion of Individual Settlement Shares (“Employer Taxes”) will be paid by Defendant separately and in addition to the Total Settlement Amount.

PAGA Members are eligible to receive payment under the PAGA Settlement of their *pro rata* share of the PAGA Member Amount (“Individual PAGA Payment”) based on the number of Workweeks each PAGA Member worked for Defendant as an hourly paid or non-exempt employee in California during the PAGA Period. The Settlement Administrator has divided the PAGA Member Amount by the total number of Workweeks of all PAGA Employees during the PAGA Period to yield the “PAGA Workweek Value,” and multiplied each PAGA Member’s Individual Workweeks during the PAGA Period by the PAGA Workweek Value to yield his or her Individual PAGA Payment that he or she may be eligible to receive under the PAGA Settlement (which is listed in Section III.C below). PAGA Members shall be bound to the PAGA Settlement irrespective of whether they exercise their option to opt out of the Class Settlement.

Each Individual PAGA Payment will be allocated as one hundred percent (100%) penalties, will not be subject to taxes or withholdings, and will be reported on IRS Form 1099 (if applicable).

If the Court grants final approval of the Settlement, Defendant will fund the Total Settlement Amount as follows:

- Within fifteen (15) calendar days after the Effective Date, the Settlement Administrator will provide the Parties with an accounting of the amounts to be paid by Defendant pursuant to the terms of the Settlement Agreement.
- Within thirty (30) calendar days after the Effective Date, Defendant will fund the First Installment of the Total Settlement Amount in the amount of Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00), plus an amount sufficient for Employer Taxes, into a settlement account to be established by the Settlement Administrator.
- Within seven (7) calendar days of the date on which the Settlement Administrator receives the First Installment of the Total Settlement Amount, the Settlement Administrator will distribute the Court-approved Individual Settlement Payments to Settlement Class Members.
- Within nine (9) months after payment of the First Installment, Defendant will fund the Second Installment of the Total Settlement Amount in the amount of Four Hundred Fifty Thousand Dollars and Zero Cents (\$450,000.00), plus an amount sufficient for Employer Taxes, into a settlement account to be established by the Settlement Administrator.
- Within seven (7) calendar days of the date on which the Settlement Administrator receives the Second Installment of the Total Settlement Amount, the Settlement Administrator will distribute the Court-approved Enhancement Payments to Plaintiffs, the Individual PAGA Payments to PAGA Members, the LWDA Payment to the LWDA, the Settlement Administration Costs to itself (the Settlement Administrator), and the Attorneys’ Fees and Costs to Class Counsel.

The timing of these distributions will depend on the date of Final Approval of the Settlement and the dates on which Defendant funds the installments.

If the Court grants final approval of the Settlement, Individual Settlement Payments will be mailed to Settlement Class Members and Individual PAGA Payments will be mailed to PAGA Members at the address that is on file with the Settlement Administrator. **If the address to which this Notice was mailed is not correct, or if you move after you receive this Notice, you must provide your correct mailing address to the Settlement Administrator as soon as possible to ensure you receive any payment that you may be entitled to under the Settlement.**

B. Your Workweeks Based on Defendant’s Records

The Workweeks of each Class Member and PAGA Workweeks of each PAGA Member were calculated based on Defendant's records. According to Defendant's records,

- **From August 9, 2017 through July 17, 2023 (i.e., the Class Period), you are credited as having worked [REDACTED] Workweeks.**
- **Between May 9, 2022 through July 17, 2023 (i.e., the PAGA Period), you are credited as having worked [REDACTED] PAGA Workweeks.**

If you wish to dispute the Workweeks credited to you, you may submit your dispute by way of written letter that is sent to the Settlement Administrator, which must: (1) contain the case name and number of the Class Action (*Jaime Sandoval v. Neill Aircraft Co.*, Case No. 21STCV29248); (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security Number; (3) clearly state that you dispute the number of Workweeks credited to you and what you contend is the correct number to be credited to you; (4) include information and attach documentation demonstrating that the number of Workweeks that you contend should be credited to you are correct (do not send original documents); and (5) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B below, postmarked **on or before [Response Deadline]**.

C. Your Estimated Individual Settlement Share and/or Individual PAGA Payment

As explained above, your estimated Individual Settlement Share and/or Individual PAGA Payment (if applicable) is based on the number of Workweeks credited to you.

Under the terms of the Settlement, your Individual Settlement Share is estimated to be \$ [REDACTED]. The Individual Settlement Share is subject to reduction for the employee's share of taxes and withholdings with respect to the wages portion of the Individual Settlement Share and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

Under the terms of the Settlement, your Individual PAGA Payment is estimated to be \$ [REDACTED] and will only be distributed if the Court approves the Settlement and after the Settlement goes into effect.

The settlement approval process may take multiple months. Your Individual Settlement Share and/or Individual PAGA Payment (if applicable) reflected in this Notice is only an estimate. Your actual Individual Settlement Share and/or Individual PAGA Payment (if applicable) may be higher or lower.

D. Release of Claims

Upon full funding of the Total Settlement Amount, Plaintiffs and all Class Members who do not submit a timely and valid Request for Exclusion (i.e., Settlement Class Members) will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released Class Claims.

Upon full funding of the Total Settlement Amount, Plaintiffs, the State of California with respect to all PAGA Members, and all PAGA Members will be deemed to have fully, finally, and forever released, settled, compromised, relinquished, and discharged the Released Parties of all Released PAGA Claims.

"Released Claims" means all claims arising from or reasonably related to the facts and/or claims alleged in the Action, and all claims that were asserted or that could have been asserted in the Action, including but not limited to state and/or federal wage and hour claims, failure to pay all wages due, including minimum wages, straight time compensation, overtime compensation, double-time compensation, reporting time compensation, and interest; the calculation of the regular rate of pay; failure to provide meal periods and/or rest periods; failure to pay proper meal and/or rest period penalties; payment for all hours worked, including off-the-clock work; failure to provide accurate itemized wage statements; failure to reimburse business expenses; failure to timely pay all wages during employment; failure to timely pay all wages due at separation of employment; failure to provide one day's rest in a seven-day workweek; failure to maintain accurate records, including payroll records; misclassification; unfair business practices; penalties, including but not limited to recordkeeping penalties, wage statement penalties, minimum wage penalties, and waiting-time penalties; interest; and attorneys' fees and

costs, including and not limited to, all claims arising under the California Labor Code (including but not limited to Sections 200-204, 206, 210, 218.5, 218.6, 226, 226.3, 226.7, 256, 510, 512, 551, 552, 558, 1174, 1174.5, 1194, 1194.2, 1197, 1197.1, 1198, 2800, 2802, 2698 *et seq.*, and 2699 *et seq.*); the Wage Orders of the California Industrial Welfare Commission; the California Private Attorneys General Act of 2004 (“PAGA”); California Business and Professions Code Section 17200, *et seq.*; the California Civil Code, including but not limited to Sections 3287, 3336, and 3294; 8 CCR Sections 11010, 11040, and 11070; and California Code of Civil Procedure, including but not limited to Section 1021.5; and the Fair Labor Standards Act, 29 U.S.C. Section 201, *et seq.*. The Released Claims excludes claims that, by law, are not permitted to be released

“Released Class Claims” means any and all Released Claims, arising during the Class Period, other than those arising under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.*

“Released PAGA Claims” means any and all Released Claims, arising during the PAGA Period and arising under the Private Attorneys General Act, California Labor Code Section 2698, *et seq.*

“Released Parties” means Defendant Neill Aircraft Co., and each of its past, present, and future agents, employees, officers, directors, partners, trustees, representatives, shareholders, stockholders, attorneys, parents, subsidiaries, equity sponsors, related companies/corporations and/or partnerships, divisions, assigns, predecessors, successors, insurers, consultants, joint venturers, joint employers, affiliates, alter-egos, and affiliated organizations, and all of their respective past, present, and future employees, directors, officers, agents, attorneys, stockholders, fiduciaries, parents, subsidiaries, and assigns, and each of them.

E. Attorneys’ Fees and Costs to Class Counsel

Class Counsel will request and Defendant will not oppose attorneys’ fees in an amount of up to thirty-five percent (35%) of the Total Settlement Amount (i.e., up to \$315,000.00 if the Total Settlement Amount remains \$900,000) and reimbursement of actual litigation costs and expenses in an amount not to exceed Thirty-Five Thousand Dollars (\$35,000.00) (collectively, “Attorneys’ Fees and Costs”), subject to approval by the Court. The Attorneys’ Fees and Costs granted by the Court will be paid from the Settlement Amount. Class Counsel has been prosecuting the Actions on behalf of Plaintiffs, Class Members, and PAGA Members on a contingency fee basis (that is, without being paid any money to date) and has been paying all litigation costs and expenses.

F. Enhancement Payment to Plaintiff

Plaintiffs will each seek the amount of up to Five Thousand Dollars (\$5,000.00) (“Enhancement Payment”), in recognition of their services in connection with the Action. The Enhancement Payment will be paid from the Total Settlement Amount, subject to approval by the Court, and if awarded, will be in addition to Plaintiffs’ individual settlement payment(s) Plaintiffs may be eligible to receive under the Settlement.

G. Settlement Administration Costs to Settlement Administrator

Payment to the Settlement Administrator is estimated not to exceed Twenty Thousand Dollars and Zero Cents (\$20,000.00) (“Settlement Administration Costs”) for the costs of the notice and settlement administration process, including and not limited to, the expense of notifying the Class Members of the Settlement, processing Requests for Exclusion, Notices of Objection, and disputes of Workweeks, calculating Individual Settlement Shares, Individual Settlement Payments, and Individual PAGA Payments, and distributing payments and tax forms under the Settlement, and shall be paid from the Settlement Amount, subject to approval by the Court.

IV. WHAT ARE YOUR RIGHTS AND OPTIONS AS A CLASS MEMBER?

A. Participate in the Settlement

If you want to participate in the Class Settlement and receive money from the Class Settlement, you do not have to do anything. You will automatically be included in the Class Settlement and issued your Individual Settlement Payment unless you decide to exclude yourself from the Class Settlement.

Unless you elect to exclude yourself from the Class Settlement, you will be bound by the terms of the Class Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released Class Claims described in Section III.D above.

If you are a PAGA Member, you will automatically be included in the PAGA Settlement and issued your Individual PAGA Payment. This means you will be bound by the terms of the PAGA Settlement and any judgment that may be entered by the Court based thereon, and you will release the Released PAGA Claims described in Section III.D above.

As a Class Member and PAGA Member (if applicable), you will not be separately responsible for the payment of attorney's fees or litigation costs and expenses, unless you retain your own counsel, in which event you will be responsible for your own attorney's fees and expenses.

B. Request Exclusion from the Class Settlement

Class Members may request to be excluded from the Class Settlement by submitting a letter indicating a request to be excluded from the Class Settlement ("Request for Exclusion") to the Settlement Administrator.

A Request for Exclusion must: (1) contain the case name and number of the Class Action (*Jaime Sandoval v. Neill Aircraft Co.*, Case No. 21STCV29248); (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security Number; (3) clearly state that you do not wish to be included in the Class Settlement; and (4) be returned by mail to the Settlement Administrator at the specified address below, postmarked **on or before** **[Response Deadline]**.

[Settlement Administrator]

[Mailing Address]

If the Court grants final approval of the Settlement, any Class Member who submits a timely and valid Request for Exclusion will not be issued an Individual Settlement Payment, will not be bound by the Class Settlement (and the release of Released Class Claims described in Section III.D above), and will not have any right to object to, appeal, or comment on the Class Settlement. Class Members who do not submit a timely and valid Request for Exclusion will be deemed Settlement Class Members and will be bound by all terms of the Class Settlement, including those pertaining to the release of claims described in Section III.D above, as well as any judgment that may be entered by the Court based thereon. PAGA Members will be bound to the PAGA Settlement (and the release of Released PAGA Claims described in Section III.D above) and will still be issued an Individual PAGA Payment, irrespective of whether they submit a Request for Exclusion.

C. Object to the Class Settlement

You can object to the Class Settlement as long as you have not submitted a Request for Exclusion from the Class Settlement, by, submitting a written objection ("Notice of Objection") to the Settlement Administrator or presenting your objection at the Final Approval Hearing.

A Notice of Objection must: (1) contain the case name and number of the Class Action (*Jaime Sandoval v. Neill Aircraft Co.*, Case No. 21STCV29248); (2) contain your full name, signature, address, telephone number, and last four digits of your Social Security Number; (3) contain a written statement of all grounds for the objection accompanied by any legal support for such objection; (4) include copies of any papers, briefs, or other documents upon which the objection is based; and (5) be returned by mail to the Settlement Administrator at the specified address listed in Section IV.B above, postmarked **on or before** **[Response Deadline]**.

V. FINAL APPROVAL HEARING

The Court will hold a Final Approval Hearing in Department 6 of the Spring Street Courthouse of the Los Angeles County

Superior Court, located at 312 N. Spring St., Los Angeles, CA 90012, on [date], at [time], to determine whether the Settlement should be finally approved as fair, reasonable, and adequate. The Court also will be asked to approve and grant the Attorneys' Fees and Costs to Class Counsel, Enhancement Payment, and Settlement Administration Costs to the Settlement Administrator.

The Final Approval hearing may be continued without further notice to Class Members and PAGA Members. It is not necessary for you to appear at the Final Approval Hearing, although you may appear by audio or video if you wish to.

VI. ADDITIONAL INFORMATION

The above is a summary of the basic terms of the Settlement. For the precise terms and conditions of the Settlement Agreement, you should review the detailed Settlement Agreement and other papers which are on file with the Court.

You may view the Settlement Agreement and other court records, including the Final Approval Order and Judgment, in the Action at the Los Angeles County Superior Court, 111 N. Hill Street, Los Angeles, CA 90012, during court business hours, Monday through Friday (except court holidays) or by online by visiting the following website: <https://www.lacourt.org>.

PLEASE DO NOT TELEPHONE THE COURT OR THE OFFICE OF THE CLERK FOR INFORMATION REGARDING THIS SETTLEMENT.

IF YOU HAVE ANY QUESTIONS, YOU MAY CALL THE SETTLEMENT ADMINISTRATOR AT THE FOLLOWING TOLL-FREE NUMBER: [INSERT].